

## General Terms for 3Connect Services

### 1. Agreement Commencement and Minimum Term

1.1 The Agreement begins on the date Three connects the Customer to the 3Connect Services and will continue until it is terminated in accordance with the terms of the Agreement. The Customer acknowledges and agrees that the Agreement is for the Minimum Term specified in the Customer Agreement Form.

1.2 The Customer will be liable to immediately pay early termination charges calculated in accordance with Clause 12.1 if the Customer terminates the Agreement before the expiry of the Minimum Term selected by the Customer.

### 2. 3Connect Services Restrictions

2.1 Provision of the 3Connect Services by Three to the Customer is conditional on Three receiving a completed Customer Authorisation Form and compliance at all times by the Customer with the terms of the Agreement.

2.2 Three will provide the 3Connect Services using reasonable skill and care. However, the Customer acknowledges (a) that it is not technically possible for Three to provide or guarantee the provision of the 3Connect Services on a faultfree or error-free basis; and (b) that a range of different geographic, atmospheric or other conditions or circumstances beyond the control of Three can impair the availability of the 3Connect Services. Three does not provide any warranty that the operation of the 3Connect Services will be uninterrupted, fault-free or error-free or will meet any specific requirements the Customer may have or that errors in the 3Connect Services can or will be corrected.

2.3 Three may (in its sole discretion for operational, technical or commercial reasons) determine that it may not be able to provide some or all requested components of the 3Connect Services and reserves the right to offer the Customer the remaining components of the 3Connect Services or the right to cancel the installation process and the Agreement (without penalty) and refund any applicable Charges that the Customer has paid for 3Connect Services not provided.

2.4 Three will use reasonable efforts to provide the 3Connect Services by any date agreed with the Customer but the Customer acknowledges and agrees that all dates are estimates and Three has no liability for any failure to provide the 3Connect Services by any specific date.

2.5 In the event that the Customer has been provided with a service prior to the Agreement which is equivalent to the 3Connect Services, Three will, where possible and reasonably practicable, request a Service Transfer to Three. Three makes no guarantee that a Service Transfer will be possible or that the 3Connect Service will be free from interruption while performing a Service Transfer and Three shall not be held liable to the Customer for any losses or adverse consequences arising during the Service Transfer.

2.7 The Customer acknowledges and agrees that where either a fixed or dynamic internet protocol address is provided to the Customer as part of the 3Connect Services, such an internet protocol address shall at all times remain the sole property of Three and/or its licensors and is provided to

Customer by way of limited internal license and solely for use in association with the 3Connect Services.

2.8 The Customer shall at no time acquire any rights or title in the numbers and/or codes allocated by Three to the Customer in connection with the 3Connect Services. Three reserves the right to withdraw or replace any numbers or codes allocated to the Customer for operational or technical reasons, or where any such withdrawal is required by any applicable Law. Where numbers or codes are to be withdrawn or replaced, Three will use reasonable efforts to provide the Customer with reasonable notice, having regard to the circumstances of the withdrawal or replacement.

2.9 In the event that the Customer exceeds any usage allowances provided in connection with the 3Connect Services, Three reserves the right to charge the Customer for any additional or excess usage at the prevailing rate and the Customer agrees to pay such charges.

### 3. Equipment

#### Orders

3.1 The Customer shall be entitled to place an order with Three for any Equipment made available by Three from time to time for use in connection with the 3Connect Services.

3.2 Three's acceptance of an order for Equipment is subject to Equipment availability and Three may reject any order for Equipment without liability or penalty.

3.3 Three reserves the right to add to, substitute or discontinue any item of Equipment at any time. Three does not guarantee the continuing availability of any particular item of Equipment.

#### Delivery, Acceptance and Title

3.4 Three will deliver the Equipment to the address specified on the completed order, provided that the address is in the Republic of Ireland.

3.5 The Customer will be deemed to have accepted the Equipment when that item of Equipment has been delivered to the Customer and has been used by the Customer in connection with the 3Connect Services.

3.6 Risk in an item of Equipment will pass to the Customer on delivery of the Equipment to the Customer.

3.7 Title in the Equipment shall pass to the Customer upon payment of all Charges due in connection with the Equipment.

#### Equipment Warranties

3.8 Three warrants that each item of Equipment which will conform in all material respects to the manufacturer's specification for a period of 12 months from the date of purchase (the "Warranty Period") unless special conditions associated with certain Equipment apply.

3.9 If, within the Warranty Period, the Customer notifies Three of any defect or fault in the Equipment arising under normal use in consequence of which the Equipment fails to conform in any material respect with the manufacturer's specification, Three shall, at Three's exclusive option, either (1) procure the repair of the faulty Equipment by a third party service provider who is authorised to perform repairs on the faulty Equipment by the Equipment manufacturer or (2) replace the faulty Equipment with the same or equivalent item of Equipment (which may be a new

or refurbished item of Equipment). In the event that replacement Equipment is provided to replace Equipment which has failed during its Warranty Period, the replacement Equipment will be provided with its own warranty period which shall continue until the expiry of the original Warranty Period.

3.10 The warranty obligations specified in Clause 3.9 shall not apply in the event that the Customer (or a Customer User) has amended or damaged the Equipment or has used the Equipment for purposes which conflict with the published instructions or advice of Three or the Equipment manufacturer.

#### 4. Access to Customer Sites

4.1 The Customer shall provide a contact person for each Customer Site to enable the delivery/installation of Equipment and shall procure an appropriate supply of electricity and other utilities and services at each Customer Site to the extent necessary to receive the 3Connect Services.

4.2 The Customer authorises Three (and third parties acting on behalf of Three) to access Customer Sites to install the Equipment (and any other equipment necessary to provide the 3Connect Services) at the Customer Sites. The Customer additionally authorises Three (and third parties acting on behalf of Three) to access Customer Sites at the expiry of the Agreement in order to do all things reasonably necessary to disconnect and remove apparatus owned by Three and used by the Customer in connection with the 3Connect Services.

4.3 Three (and any third party acting on behalf of Three) will observe the Customer Site Policies as previously advised in writing to Three. In the event of any conflict between the Customer Site Policies and the terms of the Agreement, the terms of the Agreement will control and prevail.

4.4 Three (and any third party acting on behalf of Three) may need to access the Customer Sites from time to time (for example, for installation, repairs, maintenance or upgrades) and Customer agrees to permit such access (and agrees not to unreasonably withhold access permissions in this regard).

4.5 The Customer will procure a safe and suitable working environment for Three personnel (and for any third party personnel acting on Three's behalf) that are provided with access to Customer Sites in connection with the 3Connect Services.

#### 5. Customer Obligations

5.1 The 3Connect Services are provided for the Customer's internal use and the Customer shall not resell, share, lease, hire, exploit or otherwise permit access to the 3Connect Services to any third party through use of direct cable connection, network connection, wireless networking or any other means. Three reserves the right to suspend the 3Connect Services pending investigation where it reasonably suspects any of the above requirements have been breached by the Customer and reserves the right to terminate the Agreement immediately (without cost or liability on the part of Three) where such breach has taken place.

5.2 The Customer must use the 3Connect Services in accordance with any reasonable instructions given by Three in connection with the use of the 3Connect Services and shall not attempt to circumvent any applicable security at any time.

5.3 The Customer undertakes to inform Three of existing facilities which run the risk of being damaged either during the installation of the Equipment or at any stage as part of the provisioning of the 3Connect Services and, save in the case of an emergency, not to do anything which damages or adversely affects the performance of the 3Connect Services (nor permit any other person to do so).

5.4 The Customer agrees not to use the 3Connect Services (or allow any third party to use the 3Connect Services) for any purpose or in any manner that:

5.4.1 does not comply with the terms of the Agreement, any Law or any license or authorisation applicable to the Customer or Three;

5.4.2 does not comply with any reasonable instructions provided to the Customer by Three from time to time;

5.4.3 constitutes a violation or infringement of the rights (including intellectual property rights) of any person, firm or company; or

5.4.4 may cause degradation of service levels to other Three customers as determined by Three (acting reasonably).

5.5 The Customer is responsible for providing, configuring, connecting and maintaining necessary Customer owned or licensed computer hardware, software and telecommunications equipment (where applicable) and services necessary to the provision, access and use of the 3Connect Services.

## 6. 3Connect Services – Fault Support and Scheduled Downtime

6.1 Three will provide the Customer with a customer assistance help desk facility for the reporting of faults with the 3Connect Services and advice on the day to day use of the 3Connect Services.

6.2 Three will respond to reported faults with the 3Connect Services without undue delay by taking service support measures it deems appropriate. Three reserves the right to try and resolve reported faults remotely but in certain instances an engineer from Three (or a third party acting on behalf of Three) may be required to visit the impacted Customer Site (standard Customer Site visit charges may apply).

6.3 Three will use reasonable skill and care in attempting to rectify reported faults as soon as reasonably practicable but the Customer acknowledges that the resolution of faults with the 3Connect Services is not guaranteed and that any dates for attempted correction of reported faults are estimates. No liability is accepted for any loss or damage arising as a result of an interruption in the 3Connect Services during such maintenance or repair time.

6.4 For the purposes of making improvements to the 3Connect Services, changing Equipment (where necessary), updating facilities and general inspection and repair and maintenance, scheduled downtime to the 3Connect Services may be required from time to time. Three will use reasonable efforts to schedule downtime to the 3Connect Services in a manner that minimises disruption to the Customer.

## 7. Charges and Payment

7.1 The Customer agrees to pay all Charges for the 3Connect Services in accordance with the terms of the Agreement and any applicable Price Plan Rules. Charges are payable by the due date on the invoice and time shall be of the essence in respect of all payment obligations arising pursuant to the Agreement. Three reserves the right to charge interest on any overdue amount at 2% per annum above Allied Irish Bank plc's base lending rate as varied from time to time until any outstanding amount due to Three has been paid in full.

7.2 Unless otherwise stated, all quoted Charges are in euro (€) and shall be exclusive of Value Added Tax (VAT).

7.3 Should the Customer disagree with any of the Charges appearing on a bill issued by Three in connection with the 3Connect Services, the Customer must contact Three before the due date of payment. Following investigation by Three, should these Charges be deemed incorrect, the amount payable will be updated in a subsequent invoice. If correct the full amount remains due.

7.4 Other than in the case of manifest error, Charges shall be calculated by reference to the data recorded or logged by Three and Three's determination in respect thereof is final. As some usage of the 3Connect Services take longer to bill, the Customer may be billed for Charges incurred in a prior billing period.

7.5 Three reserves the right to apply Charges in relation to cessation, connection and reconnection of the 3Connect Services (where required).

7.6 The Customer agrees and acknowledges that for reasons of rate rounding, Charges quoted may differ from Charges invoiced. Any such rate rounding by Three shall be carried out in a commercially reasonable manner and in good faith.

7.7 We may set a credit limit on your account until you have established a good payment history with us or if you fail to pay your account on time. We may increase, decrease or remove your credit limit without notice. If you exceed the credit limit we set, we may suspend any or all of the Three Services you use until you have made a payment to your account. You should not use the credit limit for budgeting as the amount you owe is not capped or limited by any credit limit we set. You may contact Three Customer Services at any time to find out your then current credit limit.

7.8 If you have been accepted as a Customer under the terms of our Advance Payment Scheme, we will hold your advance payment or deposit until your bills have been paid in full and by the due date for six consecutive months. After the period, you may request us in writing to refund your advance payment, which will be credited to your account unless you ask otherwise. If you fail to pay your bills in full by the due date, we reserve the right, in addition to our rights, to set off your advance payment against unpaid bills.

## 8. Data Protection

### 8.1 Data

'Customer Data' means any data provided or made available by or behalf of the Customer or Customer Users to Three under or in accordance with the Agreement. The following terms have the meanings given in the Data Protection Acts, 1988 and 2018: 'personal data', 'processing', 'data subject', 'data controller' and 'data processor'.

## 8.2 Customer Personal Data

(a) The Customer shall notify Three what personal data, if any, is included in the Customer Data ('Customer Personal Data') and the Customer will provide Three with reasonable written instructions as to the manner and purpose of the processing by Three to the extent required for the provision and maintenance of the 3Connect Services.

(b) The Customer will be the data controller and Three will be the data processor in relation to any processing of Customer Personal Data.

(c) Each party shall comply with any data protection laws applicable to it in its processing of Customer Personal Data under or in connection with the Agreement.

(d) Three will implement and maintain measures, in accordance with its security policies as amended from time to time, to protect Customer Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.

(e) The Customer agrees that it shall provide sufficient notice and obtain sufficient consent and authorisation, under any applicable laws, from each Customer User and relevant data subject to permit the processing of any Customer Personal Data by Three, its respective affiliates, subcontractors or suppliers to: (i) provide and maintain the 3Connect Services; and (ii) conduct data and system analytics, including research, to improve the 3Connect Services; and (iii) any other processing as provided for in the Agreement. Three accepts no responsibility whatsoever for the collection or maintenance of such consents.

(f) Notwithstanding any other provision in the Agreement, the Customer agrees that, for Three to provide the 3Connect Services, Customer Data (including Customer Personal Data) may be: (a) held on a variety of systems, networks and facilities worldwide including systems and databases used by Three help desks, service desks and/or network management centres used for providing the 3Connect Services and/or used for billing, sales or technical purposes; (b) located, hosted, managed, accessed or transferred outside the European Economic Area to any location worldwide; and (c) provided or transferred by Three to: (i) any Three affiliate, subcontractor or supplier worldwide to the extent necessary to allow that Three affiliate, subcontractor or supplier to perform services connected to the performance by Three of its obligations in respect of the 3Connect Services; or (ii) any law enforcement agency, court or governmental agency on foot of a direct legal request to Three or other legal requirement to do so, including but not limited to, requests under the Communications (Retention of Data) Act 2011 (as revised or replaced from time to time).

(g) The Customer consents to Three processing Customer Personal Data collected under the Agreement for the provision of marketing information about Three products and services and the products and services provided by any Group Company, selected partners and other third parties. Three may provide marketing information to the Customer (including for the avoidance of doubt through any authorised contact) by SMS, email, phone, post or through any other contact channel which is relevant to the purposes of the specific product or service. Three will do this both during the period of the Agreement and for 12 months thereafter (i.e. 'win you back' or winback marketing) in order to inform about products, services, or promotions and special offers. Following this period Three may continue to undergo winback marketing with consent. To opt-out of marketing at any time please contact Customer Care on 1913.

(h) The Customer agrees that it shall process any: (i) requests from Customer Users and relevant data subjects to access, rectify or delete Customer Personal Data processed under the Agreement; and (ii) law enforcement agency, court or governmental agency requests for Customer Personal Data

or other personal data collected under the Agreement. Three shall provide any such requests directly to the Customer for processing.

(i) The Customer agrees that Three, to the extent permitted by law, will not be liable for any complaint, claim or action brought by a Customer User or data subject arising from any action or omission by Three to the extent that such action or omission: (i) resulted from any failure by the Customer to comply with this Clause 8.2; or (ii) resulted from Three complying with any instructions of Customer or acting on behalf of the Customer in accordance with those instructions, and the Customer shall indemnify, hold harmless and defend Three from and against any such claims or actions brought against Three.

## 9. License to the 3Connect Services

9.1 Three grants the Customer a limited, non-transferable and non-exclusive licence to access and use the 3Connect Services solely as necessary for the purposes set out in the Agreement. No other rights or licenses are granted or provided by Three.

9.2 The term of any licence granted by Three under Clause 9.2 is coterminous with the term of the Agreement.

## 10. Liability (Limitations and Exclusions)

10.1 Nothing in the Agreement shall limit or exclude either party's liability for fraud or for death or personal injury caused by it or its employees' or agents' negligence, nor for any other liability which cannot by law be excluded or limited.

10.2 Three shall not be liable to the Customer for any direct, indirect, special, incidental or consequential loss (including loss of profit) (whether or not foreseeable) arising as a result of (a) any unauthorised third party access to the 3Connect Services; or (b) the suspension or termination of the 3Connect Services (as permitted by the Agreement); or (c) the failure of the 3Connect Services due to the incompatibility of the 3Connect Services with any Customer equipment or technology not provided by Three.

10.3 Except as set out in any indemnity provided in the Agreement and the Clause 10 and except for the requirements for the Customer to pay all Charges due to Three under the Agreement, each party's aggregate liability to the other party with respect to the Agreement for any claims arising in any annual term of the Agreement (whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise) shall not exceed 100% of the Charges paid or payable in that annual term.

10.4 Neither party will be liable to the other for any indirect loss or for any loss of profits, anticipated savings, business, contracts, revenue, time or goodwill or loss of data whether in contract, tort, arising as a result of breach of the Agreement, negligence or breach of statutory duty or otherwise or the cost of procuring substitute goods or services.

## 11. Suspension of 3Connect Services

11.1 Three reserves the right to suspend the provision of the 3Connect Services (1) in the event of an emergency or (2) in the event that the Customer fails to comply with the terms of the Agreement.

11.2 If the Customer fails to pay any Charges due to Three, Three may forthwith on twenty (20) Business Days' notice to the Customer suspend provision of the 3Connect Services (and Three shall be released from its obligations under the Agreement until any balance due is paid) . Should the Customer fail to pay any Charges which remain due to Three following the expiry of this twenty (20) Business Day notice period within a further period of ten (10) Business Days, Three may immediately terminate the Agreement on written notice to the Customer.

11.3 In addition, Three reserves the right to suspend the provision of the 3Connect Services in order to comply with any Law, regulation, court order or governmental request or order or comply with any request of an emergency service organisation.

11.4 Without prejudice to its right to terminate the Agreement, Three may suspend the provision of the 3Connect Services in the event that any of the circumstances listed in Clause 12 occur.

11.5 Any suspension of the 3Connect Services shall not exclude Three's right to subsequently terminate the Agreement.

## 12. Termination of 3Connect Services

12.1 The Customer may terminate the Agreement upon written notice to Three and any such termination shall be effective twenty (20) Business Days after the date on which such written notice is served on Three. If the Customer terminates the Agreement before the expiry of the Minimum Term the Customer will pay Three the following termination fee: the monthly recurring rental charge applicable to the Customer (as specified in the Service Description and Commercial Terms Schedule) multiplied by the number of months (including any part months) that are left on the Minimum Term. The Customer shall be liable for all Charges accruing in respect of the provision of the 3Connect Services during the applicable termination notice period.

12.2 The Customer may terminate the Agreement without penalty upon notice to Three once the Minimum Term chosen by the Customer has expired and any such termination shall be effective twenty (20) Business Days after the date on which such notice is served on Three. The Customer shall be liable for all Charges accruing in respect of the provision of the 3Connect Services during the applicable termination notice period. The Customer may additionally terminate the Agreement where Three is in material breach of any term of the Agreement and fails to remedy the breach within twenty (20) Business Days of a written request from the Customer.

12.3 Without prejudice to Three's other rights, Three shall be entitled to terminate the Agreement forthwith on written notice to the Customer in the event that:

12.3.1 the Customer is in material breach of any term of the Agreement and where such breach is capable of remedy, the Customer has failed to remedy the breach within twenty (20) Business Days of a request to do so by Three;

12.3.2 the Customer is in material breach of any term of the Agreement which is incapable of remedy;

12.3.3 the Customer fails to promptly comply with any reasonable request/condition specified by Three in relation to the Customer's use of the 3Connect Services;

12.3.4 any information supplied by the Customer to Three is false or misleading;



12.3.5 Three is obliged to comply with an order, instruction or request of ComReg, governmental or other regulatory authority, an emergency service organisation or other competent authority;

12.3.6 Three is unable to resolve a dispute with any third party upon whom provision of components of the 3Connect Services is related or contingent; or

12.3.7 Three has reasonable grounds to believe that the Customer's use of the 3Connect Services constitutes a breach of any applicable Law.

12.4 Either party may terminate the Agreement if bankruptcy or insolvency proceedings are brought against the other party or an examiner or a receiver is appointed over any property or assets of either party; or if either party makes any voluntary arrangement with its creditors, or if either party goes into liquidation (save for the purposes of reconstruction or amalgamation).

12.5 On termination of this Agreement for any reason Three shall not be obliged to store or hold any Customer data (including Customer Personal Data) except as required by law.

12.6 Any termination of the Agreement shall be without prejudice to the rights of either party accrued before the date of termination. For the avoidance of doubt, all charges due under the Agreement shall, notwithstanding the termination of the Agreement, remain due and owing to Three.

12.7 Those clauses and sections, the survival of which is necessary for the interpretation or enforcement of the Agreement, shall survive termination of the Agreement.

### 13. Matters beyond the Parties reasonable Control

Neither party to the Agreement shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of the Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, acts of telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce).

### 14. Assignment and Subcontracting

The Customer shall not assign or transfer the benefit of the Agreement to any third party without the prior written consent of Three, such consent not to be unreasonably withheld or delayed. Three may assign or transfer the Agreement and any Customer Data to: (i) any Group Company provided the Group Company undertakes to perform the Agreement in accordance with the terms herein; or (ii) where the ownership of Three or its assets changes, to the new owner. Three may subcontract the performance of all or part of Three's obligations and undertakings provided for in the Agreement at any time and without notice to the Customer provided at all times that in such circumstances Three shall remain responsible to the Customer for the discharge of the terms and conditions of the Agreement.

## 15. Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of the Agreement. Each of the parties acknowledges and agrees that in entering into the Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement.

## 16. Invalidity

If any of the provisions of the Agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In any such circumstances the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

## 17. Waiver

The failure or delay by either party to the Agreement to exercise or enforce any right, power or remedy under the Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

## 18. Changes

Three reserves the right to vary or change the Agreement for operational, technical, commercial or other reasons. Three will give the Customer as much notice as is practicable before taking any actions pursuant to this Clause 18.

## 19. Export Control

Customer agrees, in respect of its use of the 3Connect Services and performance of the Agreement, to be responsible for and to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

## 20. Complaints Procedure

20.1 If the Customer is dissatisfied with the quality of the 3Connect Services the Customer should contact Three customer care via <http://www.three.ie>

How Three handles complaints is detailed in the Three Code of Practice which is available on <http://www.three.ie>

20.2 If, at the end of the complaints process, the Customer considers that the Customer's complaint has not been properly addressed, the Customer can contact the Commission for Communications Regulation (ComReg). Contact details for ComReg are specified in the Three Code of Practice.

20.3 Details on Three's maintenance services and how to request a refund or compensation from Three for failures by Three to meet contracted service quality levels are set out in the Three Code of Practice.

## 21. No Partnership

Nothing in the Agreement shall create, or be deemed to create, a partnership between the parties.

## 22. Notice

Any notice or other communication required to be given under the Agreement ("Notice") shall be in writing (which for this purpose excludes email), signed by or on behalf of the party giving it and may be served by delivering it by hand or sending it by pre-paid registered post to the address and for the attention of the relevant party whose details are set out in this Clause 22 (or as otherwise notified from time to time):

For Three - For the attention of: 'Business Sales Director', Address: Three Ireland Services (Hutchison) Limited, 28-29 Sir John Rogerson's Quay, Dublin 2 (Copy to 'Head of Legal' at the same address). For the Customer - For the attention of: 'Company Secretary', Address: As first stated above.

Any Notice shall be deemed to have been served (a) if delivered by hand, at the time and date of delivery; (b) if sent by post, at the expiration of two (2) Business Days after the envelope containing the same was delivered into the custody of the postal authorities.

## 23. Confidentiality and Publicity

23.1 Subject to Clause 23.2, during the term of the Agreement and at any time after the termination or expiry of the Agreement (for any reason) the Receiving Party (a) may not use any Confidential Information for any purpose other than in the performance of its obligations under the Agreement; (b) may not disclose any Confidential Information to any third party except with the prior written consent of the Disclosing Party; and (c) shall make reasonable efforts in accordance with good industry practice to prevent the use or disclosure of Confidential Information to third parties.

23.2 The Receiving Party may disclose information which would otherwise be Confidential Information if and to the extent that: (i) it is required by Law; (ii) in the case of Three, disclosure is required by ComReg or an applicable mandatory authority; (iii) the information has come into the public domain otherwise than through a breach of this clause by the Receiving Party; or (iv) the disclosure is to its professional advisers, auditors or banker; or to any of its directors, other officers, employees and sub-contractors (a "Permitted Recipient") to the extent that disclosure is reasonably necessary for the purposes of the Agreement.

23.3 The Receiving Party shall ensure that a Permitted Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under the Agreement.

23.4 Subject to a requirement on the part of each party to exercise good faith in this regard, each party to the Agreement may publicly announce and generally advertise its involvement in the Agreement without the prior written consent of the other party.

## 24. Operative Law

The Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the Laws of Ireland and the parties submit to the exclusive jurisdiction of the courts of Ireland.

## 25. Definitions

In the General Terms for 3Connect Services the following terms shall have the following meanings:

“Advanced Payment Scheme” means the scheme operated by Three where certain customers who do not satisfy Three’s normal credit terms, may be offered Services, subject to making an advance payment or deposit.

“Agreement” has the meaning set out in the Customer Agreement Form.

“Business Day” means any day when the main clearing banks are open for general business in Dublin, Ireland.

“Charges” means the charges payable to Three for the 3Connect Services and/or Equipment (as specified in the Service Description and Commercial Terms Schedule) and any Agreement termination or Line disconnection charges which apply.

“ComReg” means the Commission for Communications Regulation being the national regulatory authority responsible for the regulation of the electronic communications sector in the Republic of Ireland, registered at Block DEF, Abbey Court, Irish Life Centre, Lower Abbey Street, Dublin 1.

“Confidential Information” means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (the “Disclosing Party”) to another party (the “Receiving Party”) including, without limitation, information relating to the subject matter of the Agreement or the Disclosing Party’s operations, processes, plans, know-how, design rights, trade secrets or business affairs.

“Customer” means the company, corporation or other legal entity specified in the Customer Agreement Form.

“Customer Agreement Form” means the customer agreement form (or ‘CAF’) completed by the Customer in connection with the 3Connect Services.

“Customer Data” has the meaning set out in Clause 8.1.

“Customer Personal Data” has the meaning set out in Clause 8.2(a).

“Customer Users” means any employee, contractor or other third party authorised or permitted by the Customer to use the 3Connect Services or to be an authorised contact for the 3Connect Services.

“Customer Sites” means the Customer designated sites which are connected to the 3Connect Services.

“Customer Site Policies” means the standard Customer policies and regulations which apply in respect of Customer Sites;

“Equipment” means the telephone equipment purchased by the Customer from Three for use in connection with the 3Connect Services.

“Group Company” means a subsidiary company or holding company of Three (as the terms ‘subsidiary company’ and ‘holding company’ are defined in Section 155 of the Companies Act, 1963 as amended or restated in the Companies Act, 2014).

“Installation Charges” means the charges which apply (if any) for the installation of the Equipment and connection of the 3Connect Services at the Customer Sites (as specified in the Service Description and Commercial Terms Schedule).

“Law” means: (i) any applicable statute or any delegated or subordinate legislation; (ii) any enforceable community right within the meaning of the European Communities Act 1972; (iii) any applicable guidance, direction, determination or regulations with which either party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other party; (iv) any applicable judgement of a relevant court of law which is a binding precedent in Ireland, in each case in force at any time during the term of the Agreement.

“Line” means a telecommunications line provided to the Customer for use in connection with the 3Connect Services.

“Minimum Term” means the minimum fixed term for the supply of 3Connect Services selected by the Customer (as specified in the Customer Agreement Form).

“Network” means the telecommunications network used by Three to provide the 3Connect Services.

“Price Plan Rules” means price plan rules which apply to the 3Connect Services (as specified in the Service Description and Commercial Terms Schedule).

“Service Description and Commercial Terms Schedule” means the document issued to the Customer by Three setting out the service description and the commercial terms and prices which apply to the provision of the 3Connect Services.

“Service Transfer” means the regulated process by which the Customer may change telecommunications service provider.

“3Connect Services” means the hosted telecommunications services provided by Three to the Customer (as specified in the Service Description and Commercial Terms Schedule).

***Effective September 2015***