1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following terms and phrases shall have the following meaning, unless the context otherwise requires: "Agreement" shall mean, as between the Telcom Signatory, and Customer Signatory, and, as between Telcom and Customer for a Service, the relevant Service Orders(s) incorporating the terms of this Agreement.
- "Business Day" shall mean, in respect of a Service, every day excluding Saturdays, Sundays and any national holidays in the jurisdiction where the Service is prov
- "Call Charges" shall mean the charges for switched telecommunications services payable in accordance with Clause 4.
 "Charges "shall mean Call ChargesUsage Charges and/or Installation Charge/Start Up Charge and/or Rental Charges/Monthly Fees and any other charges or fees payable by the Customer to Telcom in respect of a Service, as set out or referred to in a Service Order and revised from time to time in accordance with Clause 4.3 and/or Clause 4.10 and/or Clause 4
- dential Information" shall mean all information (in whatever format) which; (i) re to the Agreement; (ii) is designated as confidential by either Party, or (iii) relates the business, affairs, networks, customers, products, developments, trade secre know-how and personnel of either Party (including, in the case of the Customer, Customer Data) and which may reasonably be regarded as the confidential information of the disclosing Party.
- omer* shall mean, for a Service, jointly and severally, the Customer Signatory and the Customer Affiliate that delivers a signed Service Order to Telcom pursuant to Clause 2.1. omer Affiliate* shall mean: (i) any entity or person wholly owned, whether directly or indirectly, by the Customer Signatory as at the date of this Agreement; or (ii) any other entity or person as agreed by the Parties from time to time.
- name to take a signed by the Palies from the total line. where Data's shall include, but not be limited to, data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission, data containing personal and/or private information of the Customer, its employees or authorised users of the Services, and other data provided to or obtained by Telcom, Telony.
 - Affiliates and their respective agents in connection with the provision of Services.

 "Regulated Customer Data" is that Customer Data whose use, processing or transfer is regulated by law or regulation as "personal data" where Telcom, list Telcom Affiliates or their ment of their provision of such Customer Data. "Customer ment" shall mean hardware, software, systems, cabling and facilities provided by the Customer (or any third party to which the Customer resells the Service) and used in conjunction with the Service Equipment in order to receive the Service.

- the Service.

 thorough Service and the Service and the Service Order, and/or any third party termination point, at which a Service is to be provided.
 greeney Works' shall mean works, the execution of which, at the time it is proposed to execute them, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause; (i) danger to persons or property; (ii) the interruption of any service provided by the Network or the network generated by a third party, and busblantalities to a Telecom or any third party, and
 - such other works as in all the circumstances it is reasonable to execute with those
- works.

 "Force Majeure Event" shall mean any cause beyond a Party's reasonable control affecting the performance of its obligations, including, but not limited to, fire, flood, explosion, accident, war, acts of terrorism, strike, embargo, governmental requirement, civil or military authority, Act God, changes to laws or regulations, inability to secure materials or services, industrial disputes and acts or omissions o other providers of telecommunications services.

- installation Charge" or "Start Up Charge" shall mean the one time charge for installation of a Service Equipment) payable in accordance with Clause 4. Service Including installation of any Service Equipment) payable in accordance with Clause 4. "Internet" shall mean the international interconnected network of networks using the TCPIP protocol to exchange data communications. "Internet service" shall mean a service providing access to the Internet together with any related Service Equipment or support services, and as more particularly described in the relevant Service Order.

 "IP Network" shall mean the points of presence, network hubs, and host computers owned, operated or used by Telcom of Telcom Affiliate in connection with the provision of an Internet Service.

 "Network" shall mean the Telecommunications Network and the IP Network. "Party" shall mean, in respect of a Service, each of Telcom and the Customer, and "Parties" shall be construed accordingly.

 "Ready for Service Notification's shall mean and inclination that may be provided in accordance with Clause 3.1 that, with respect to Telcom obligations hereunder, the Service is ready for use.

- with Clause 3.1 triat, with respect to recommongation of the control of trials.

 al Charge" or "Monthly Fee" shall mean the monthly rental charge for a Service payable in accordance with Clause 4.
 lee" shall mean the specific telecommunications service or Internet Service provided by Telecon to the Customer, and as may be further described in the relevant Service Order.

 Control of the Contro
- 3.2

 Cee Equipment" shall mean the hardware, software, systems, cabling, and facilities provided by Telcom at the Customer Site in order to make available the Service to the Customer (or any third party to which the Customer resells the Service). Service Equipment shall not include the Network or any hardware or software which is the subject of a separate supply contract between Telcom or Software which is the subject of a separate supply contract between Telcom or Software which see the Service delivered by the Customer to Telcom and accepted by Telcom in accordance with Clauses 2.1 and 2.2.
- ice Term", in relation to a Service, shall mean the total period for which the Service is provided pursuant to a Service Order. The "Initial Service Term" shall mean the (initial) service term from the Service Activation Date or Acceptance Date as stated on the Service Order or, if not stated, one year from the Service Activation Date or Acceptance Date or Acceptance Date or the Service Activation Date or Acceptance Date work" shall mean the telecommunication system(s) that are owned, operated or used by Telcom or a Telcom Affiliate from time to time.
- "Usage Charges" shall mean the usage-based charges for Internet Services payable in accordance with Clause 4.

 "Telcom" shall mean the usage-based charges for Internet Services payable in accordance with Clause 4.

 "Telcom Affiliate" shall mean any entity or person controlled by, controlling, or under common control with Telcom, including, if different, the Telcom Signatory.

- under common control with Teicon, inclusing, in this Agreement, a reference to:
 Signatory.
 Unless the context otherwise requires, in this Agreement, a reference to:
 1.2.1 a person includes a reference to a body corporate, association or partinership;
 1.2.2 a person includes a reference to that person's legal personal association and the second personal approach and the second personal personal personal approach and the second personal perso
- SERVICE
 The Customer may from time to time deliver to Telcom a Service Order on the terms of this Agreement. A Service Order shall be in such from as is notified to the Customer from time to time by Telcom and/or as Telcom may in its sole discretion.
- Customer from time to time by Telcom and/or as Telcom may in its sole discretion accept. Order shall be binding on both Parties only after it is accepted by Telcom in American From Such acceptance to include the carrying out to Telcom's satisfaction of appropriate credit checks against the Customer in accordance with Clause 4.11. Each Service Order issued and accepted pursuant to the terms of this Agreement shall create an individual contractual relationship between the Parties to provide and receive the Service for the Service Term. That contractual relationship shall be governed by this Agreement, together with the relevant Service Order and any specific terms contained in such Service Orders, to which terms the Parties to such Service Order argee. In addition to these terms, the Services shall be subtotal mandatory legal requirements in the jurisdiction where the Service is to be provided, countries. In the event of any condition between the terms of the Service Order and the term of this Agreement, the terms of the Service Order and the term of this Agreement, the terms of the Service Order shall take precedence.
- Without releasing it from any of its obligations, Telcom shall be entitled at any time, and without notice, to use Telcom Affiliates and/or subcontractors to perform some or all of such obligations.

 Subject to the provisions of Clauses 2.5 and 2.6, the Customer may resell the Services to third parties providing written consent is agreed with Telcom.
- The Customer shall not in its dealings with third parties:
 2.5.1 except with Telcom's prior written consent refer to Telcom in any marketing or service literature;
 2.5.2 purport to act on behalf of or represent itself as acting on behalf of Telcom;

- 2.5.2 purport to act on behalf of or represent itself as acting on behalf of Telcon
 2.5.3 seek to result the Service to other Telconn customers.
 The Customer shall indemnelly Telconn and shall hold Telconn
 and the state of the Telconn and shall hold Telconn
 are seen as the state of the telconn and the state of the s

- SERVICE ACTIVATION

 Prior to the provision of the Service, Telcom shall conduct such tests as it considers to be appropriate to determine that all necessary work has been done to provide the Service to the Customer and, upon successful completion of such tests, Telcom shall use reasonable endeavours to deliver a Ready for Service Notification to the Customer.

 The Customer shall be deemed to have accepted the Service either (i) upon the date of delivery of the relevant Ready for Service Notification or, (ii) if earlier, or where no Ready for Service Notification or, (iii) if earlier, or where no frestly or Service Notification or, (iii) if earlier, or where no first uses the Service. Such date for a particular Service may be further described and defined in the relevant Bervice Order.
- CHARGES AND PAYMENT TERMS
- Subject to the provisions of Clauses 4.3, 4.10 and 4.14.1, the Charges shall not be increased during the Initial Service Term.

 Telcom shall be entitled to amend (i) Usage Charges and/or Rental Charges/Monthly Fees on thifty (30) Business Days' notice and (ii) Call Charges on seven (7) days' notice and, in the case of all Charges except Call Charges, such notice shall only take effect on or at any time after the expiry of the relevant Initial Service Term.

 Call Charges and/or Usage Charges shall accrue from the date on which the Customer commences use of the Service and may be invoiced by Telcom monthly in arrears.
- arrears.
 Installation Charges and/or Start Up Charges shall accrue on the relevant Service
 Activation Date or Acceptance Date and may be invoiced by Telcom on or at any time
 thereafter.
- thereafter.

 Rental Charges and/or Monthly Fees shall accrue from the relevant Service Activation
 Date or Acceptance Date and may be invoiced by Telcom monthly in advance. Service
 provided for part of a month will be charged on a pro-rata basis.

- Any invoice for Charges shall be due on issue of the invoice and shall be paid by the Customer within twenty one (21) days of the date of the invoice. Interest shall accrue on any overdue invoice from the due date until payment (whether before or after judgment) at the annual rate of three (3) percent above the base lending rate from time to time of the Bank of Ireland. All Charges are considered to the control of the cont
- 4.10
- The Customer agrees to comply with any obligation as to minimum usage and/or minimum payment as may be set out in the relevant Service Order, except to any extent that any non-compliance in this respect is the direct result of Telcom's negligence or breach of this Agreement. The Customer also agrees to comply with any initial Service Term commitment. Any breach by the Customer of its obligations under this Clause 4.10 shall, in addition to constituting a material breach of this Agreement, entitle Telcom to:
 - in the case of a minimum usage or payment commitment, increase to no m than the then prevailing Telcom base rate, the Charges for the relevant Se with effect from the commencement of the period to which the breach relat
 - case of early termination of a Service (or part of a Service) any time from acceptance of a Service Order by Teicom to the expiry of the Initial Service Term, levy an early termination charge upon the Customer (which the Customer Term, levy an early termination charge upon the Customer (which the Customer hereby acknowledges to be reasonable and a genuine pre-estimate of Teicom's loss) equal to (i) 15% (fifty percent) of the annual Rental Charges or Monthly Fees (not including any part relating to portion of the Initial Service Term, and (ii) any termination charges or other costs or expenses incurred by Telcom

Telcom - TERMS AND CONDITIONS

- Lid or a Telcom Affiliate for the cancellation of the local access circuits or related services or equipment provided to Telcom in concention with the Service.

 elcom reserves the right to carry out a credit check against the Customer prior to the acceptance by Telcom of any Service Order in accordance with Clause 2.2 and subsequent to the carrying out of such credit check may request from the Customer a cash depost or brank guarantee in a form to be approved by Telcom and issued by a bank acceptable to it or such other form or mosult is solved incredition request.
 - uriny as: I elcom
 rat its sole discretion request, provided that the total amount of any cash deposit
 ank guarantee shall not exceed the total Charges which Telcom might reasonably
 ect the Customer to incur during any twelve (12) month period.
- If the unpaid Charges incurred by the Customer (including Charges which have accrue but have not yet been invoiced) shall at any time exceed the amount of any initial depor or bank guarantee provided by the Customer to Telcom in accordance with this Claus 4, Telcom
- or bank guarantee provided by the Customer to Telcom in accordance with this Claus 4, Telcom may request an additional amount by way of cash deposit or bank guarantee, acceptable to Telcom, or such other form of security as Telcom at its sole discretion may request, provided that the total amount of any cash deposit or bank guarantee shall not exceed the total acceptable to any cash deposit or bank guarantee shall not exceed the total Charges which Telcom might reasonably expect the Customer to incur during any twelve (12) month period.

 The common the period of the state of the period of the state of the sta

- 4.14.3 to terminate this Agreement in accordance with Clause 7.7.
 If Telcom is entitled to suspend a Service under Clause 6.1 then,
 without prejudice to Telcom's rights under Clause 6.1, Telcom may request from
 the Customer a cash depost or bank
 guarantee in an amount not exceeding the total Charges which Telcom might
 reasonably expect the Customer to incur during any twelve
 (1/2) month period or such other form of security as Telcom may request at its
- SERVICE PERFORMANCE In performing its obligations under this Agreement, Telcom shall at all times exercise the reasonable skill and care of a competent public telecommunicat operator or a provider of Internet related services, as the case may be.
- Telcom shall use reasonable endeavours to ensure that each Service will conform to any service descriptions and/or service levels as set out, or referred to, in the applicable Service Order and/or any applicable ancillary service level agreement. Except as expressly set out in this Agreement, all warranties, representations or agreements, with respect to the provision of a Service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law.
- SERVICE SUSPENSION
 Telcom may, at its sole discretion and without prejudice to any right which it might have to terminate a Service and/or this Agreement, elect to immediately suspend the provision of a Service (or part thereof) if:
 6.1.1 Telcom has reasonable grounds to consider it is entitled to terminate the Service and/or this Agreement pursuant to Clause 7;
 6.1.2 Telcom is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other court government agency, and the court of the court government service Service Sequement;
 6.1.3 Telcom needs to carry out Emergency Works to the Network or Service Equipment;
 6.1.4 Telcom has reasonable orgunds to consider that the Service is being
 - 6.1.4 Telcom has reasonable grounds to consider that the Service is being used fraudulently or illegally or in violation of Clause 8.5;
- used fraudulently or illegally or in violation of Clause 8.5;

 Telcom has reasonable grounds to consider that the Customer will not or is unable to make any payment which is due or is to fall due to Telcom

 6.1.6 Telcom has reasonable grounds to consider that the Customer is or has been involved or connected with criminal activity or other activity, which is or may be detrimental to Telcom. If Telcom excretes its right to suspend the Service (or part thereof) pursuant to Clause 6.1.2 or 6.1.3 it shall, whenever reasonably practicable, give prior notice of such suspension to the Customer, such notice to state the grounds of such suspension to the Customer, such notice to state the grounds of such suspension to the Customer, such notice to state the grounds of such suspension to the Customer, such notice to state the grounds of such suspension and its expected duration. Telcom shall in such circumstances use all reasonable.

 If the Service (or part thereof) is suspended as a consequence of the breach, fault, act or omission of the Customer reselfs the Service, the Customer shall pay to Telcom all not the Customer reselfs the Service, and reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the Service.

 Telcom shall not be lable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension made pursuant to Clause 6.1, accept to the extent that such suspension has pursuant to Clause 6.1, and for reasons which are solely and directly attributable to the negligence of Telcom.

- TERM AND TERMINATION
 This Agreement shall take effect from the date first stated below, the date the first source Order is accepted by Telcom in accordance with Clause 2.2, or the date the Customer first uses a Service, whichever of these is earlier, and shall continue in force unless and until terminated in accordance with the Clause 7.
- unless and until terminated in accordance with this Clause 7.

 Elither Party may terminate a Service:

 7.2.1 3 months prior to the time after expiry of the relevant Initial Service Term, otherwise agreement will automatically be renewed for 12 months after expiry of the relevant initial service term, and, in the case of termination by the Customer, such notice to be copied to the local Telcon Customer Services department;

 7.2.2 immediately by notice if, in relation to that Service, the other Party has committed a material breach which is incapable of remedy, the committed an anterial breach which is incapable of remedy, the committed an expectation of the committed that the committed tha
 - 7.2.4
- immediately by notice if, in relation to that Service, a Force Majeure Event subsists for a continuous period exceeding three (3) months. elacom Signatory or the Customer Signatory may terminate this ent immediately upon notice: in the event of a material breach by the other, which has application to all Services then provided under this Agreement, and which is incapable of remedy: Agree 7.3.1

 - Services then provided under this Agreement, and which is incapable of remedy; in the event of a material breach by the other, which has application to all Services then provided under this Agreement, and which is capable of remed but which such other falls to remedy within ten (10). Business Days of having been notified of such breach; other has a receiver, examiner, administrator or an administrative receiver appointed over it or over any part of its undertaking or assests or passes an resolution for winding up (other than for the purpose of a bona fide scheme solvent amalgamation or reconstruction) or a count of competent jurisdiction administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any foreign law, or
 - 7.3.4in the event of a Force Majeure Event, which has application to all Services then provided hereunder, and which subsists for a continuous period exceeding the (3) months.

 Telcom Signatory (or Telcom) may terminate this Agreement (or the relevant Service) immediately by notice if a suspension of a Service pursuant to Clauses 6.1.4, 6.1.5 or 6.1.6 has continued for a period of at least two (2) consecutive months.
- consecutive mornus.

 If Telcom has reasonable grounds to consider that there has been a violation of Clause 8.5.2, Telcom may notify the Customer and require it to remedy the
 - violation:
 7.5.1 in the event of an incident involving a violation of public law or regulation or an imminent threat to the IP Network, immediately, or in all other cases, within forty-eight, 4(b) hours.

 17.5.2 in all other cases, within forty-eight, 4(b) hours.

 If the Customer fails to notify Telcom that such a remedy has been effected in accordance with this Clause 7.6 or if Telcom reasonably determines that the violation is continuing or is likely to occur again, the Telcom Signatory (or Telcom) may terminate this Agreement (or relevant Internet Service) immediately upon notice to the Customer.
- Activithstanding the provisions of Clauses 7.2 and 7.3, the Telcom Signatory (or Telcom) may terminate this Agreement (or the relevant Service) on five (5) Business Days' notice if the Customer falls or make any payment, when due, in accordance with the terms of this Agreement. 7.7 Without to accrued rights or obligations, upon termination of this
- Agre 7.7.1 all Service Orders and accompanying Services shall terminal immediately.
- immediately; norwithstanding the provisions of Clause 4, all accrued Charges not yet invoiced shall become due and shall be paid by the Customer immediately on receipt of an invoice; and ninvoice; and ninvoice; and can't party shall promptly return to the other Party all copies of the other Party's Confidential Information and, if requested, verify to the other Party that it has
- Termination of this Agreement shall not affect the continuation, to the extent necessary, of Clauses 1, 2.2, 2.6, 2.7, 3.2, 4, 5.3, 6.3, 604, 7.9, 8.3, 8.5, 8.6, 8.7, 9, 11, 12, 14, 15, 16, 17 and 19.
- CUSTOMER OBLICATIONS

 The Customer shall grant or shall procure the grant to Telcom of such rights of according to each Customer Site, including any necessary licences, waivers or consents to enable it to perform its obligations or exercise its rights under this Agreement. The Customer shall advise Telcom in writing of all health and safety rules and regulation and any other reasonable security requirements applicable at the Customer Site, at Telcom shall use all reasonable endeavours to observe and ensure that its employ.
- rights under this Agreement.

 re warrants and undertakes that it shall:
 use the Service Equipment only for the purpose of receiving the Service and in
 accordance with Telcom's reasonable instructions from time to time and/or any
 software licence that may be provided with the Service Equipment;
 - 8.3.2 not move, modify, relocate, or in any way interfere with the Service Equipment (or any words or labels on the Service Equipment) or the Network;
 - 8.3.3 8.3.4
 - not cause the Service Equipment to be repaired or serviced except by an authorised representative of Telcom; insure and keep insured all Service Equipment installed at each Customer Site against theft and damage; not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment. Title to the Service Equipment shall at subcontractor. 8.3.5
 - 8.3.6
 - all times belong and remain with Telcom, a Telcon Formation Subcontractor, permit Telcom to Inspect, test, maintain and replace the Service Equipment at all reasonable times; comply with Telcom's reasonable instructions in relation to the modification of the Customer Equipment to enable the Customer to receive the Service, at its own expense; and upon termination of a Service, allow Telcom access to each Customer Site to remove the Service Equipment. Should any construction or each Customer Site to remove the Service Equipment. Should any Construction or obliged to restore the Customer Site to the same physical state as prior to Service delivery. 8.3.7
 - anteration of one Customer Size Trave October to ratumate any Service Service delivery.

 The Customer Size and the Size and Size
- The Customer warrants that it holds and shall continue to hold such licences an other authorisations as are required under any relevant legislation, regulation or administrative order, to receive the Services and to run and connect the Customer Equipment to the Network and Service Equipment, Telcom reserves the right to disconnect any.
- nect any
 mer Equipment where the Customer has failed to comptly with the
 ons of this Clause 8.4 and Telcom shall in no event be
 respect of the Customer's failure to comply with this Clause 8.4.
 stomer warrants and undertakes that it shall in its use of:
 the Services, comply with any relevant legislative and regulatory provis
 and shall not use the Services for any illegal or immoral purpose; and
 - any Internet Service, comply with the then current version of the Telcom Acceptable Use Policy (the "Policy" for the

- country in which the Service is ordered The Customer shall, prior to commencing its use of the Internet Service, read and understand the Policy. Telcom reserves the right to change the Policy from time to time.
- The Customer shall indemnifly Telcom and Telcom
 Affiliates in respect of any and all losses, damages, costs or expenses resulting from or
 arising out of any breach of the warranties set out in this Clause 8.5 and/or any third
 party claim or allegation arising out of or relating to the use of the Service, and which
 relates to any act or omission of the Customer which is, or if substantiated would be, a
 breach of this Clause 8.5.
- Without prejudice to Clauses 2.5.2 and 2.6 and without in any way releasing the Customer from any obligation hereunder, the Customer shall procure that each an every third party to which it resels a Service shall comply with all of the obligations the Customer under this Clause 8 to the extent that the obligations relate or could to such Service and/or its provision.
- The Customer shall indemnify Telcom in respect of any losses, liabilities, costs and expenses incurred as a result of any failure by the Customer to fulfil its obligations under Clause 8.6.

- LIABILITY
 Subject to Clause 9.5 but otherwise notwithstanding anything else in this Agreement, each Party's total liability to the other (and, in the case of Telcom, "Party" in this Clause 9 refers to the Telcom
 Signatory and each respective Telcom Affiliate providing Services under this Agreement) in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement, except in respect of any liability arising pursuant to the Customer's obligations set out in Clauses 4 and 8.5, shall be limited to:
 - limited to:

 9.1.1 €1,000,000 (one million Euro) per event or series of connected events; and
 9.1.2 Euro) in aggregate in 9.11, a maximum of €2,000,000 (two million
 Euro) in aggregate in yat welve (12) month period.
 For the avoclance of doucle, for the purpose of the Classes 9.1, the limits on liability
 expressed above are cumulative and apply across all Services.
- expresses above are cumulative and apply across at services.

 Subject to Clause 9.5 but otherwise notwithstanding anything lese in this Agreement, neither Party shall in any event be liable to the other for indirect or consequential losses or otherwise for harm to business, loss of anterwise, loss of anticipated savings or lost profits, whether or not reasonably forseeable at the time when the Agreement was entered into.

 The Customer activation of the profit of the profit of the Control of the C
- In the event that the Customer does not meet any slability to Telcom arising out of or in connection with this Agreement and/or any of the Service Orders (including but not limited to the payment of the Charges), the Customer Signatory acknowledges and agrees that it is jointly and severally liable to Telcom in respect of any such liability and Telcom may demand that the Customer Signatory satisfies such liability in whole or in part.
- Nothing in this Agreement shall serve to limit either Party's liability in respect of death or personal injury caused by or arising from its negligence. Tackom and Telcom accept no liability in relation to I traduclient activity carried out on a customers site. All charges associated with fraudulent 'toll fraud on call charges' or any fraudulent activity must be paid in full by the customer.
- FORCE MAJEURE
 Notwithstanding anything herein to the contrary, neither Party shall be liable to the other for any delay or failure in performance of any part of this Agreement (other than for payment obligations set out in Clause 4) to the extent such delay or failure is attributable to a Force Majeure Event. Subject to Clauses 7 and 7.3, any such delay or failure shall suspend this Agreement until the Force Majeure Event cases and the affected initial Service Term(s) shall be extended by the length of the suspension.
- INTELLECTUAL PROPERTY
 The Customer acknowledges:
 11.1.1 that any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever and wherescever enforceable, which are used in connection with the Service and/or Service Equipment, shall remain the sole property of Telcom or Telcom Affiliaes;
- and

 11.1.2 without limitation to the foregoing, that the Customer shall not be entitled to use the name, trademarks, trade names or other proprietary identifying marks or symbols of Telcom or Telcom Affiliates without Telcoms prior written consent.

 The Customer warrants that any domain name registered or administered on its behalf will not contravene the trademark or other intellectual property rights of any third party and that it shall comply with the rules and procedures of the applicated domain name Affiliates in respect of any and all losses, damages, costs and
- expenses a raising from or in connection with breach of this Clause 11.2. The Customer irrevocably waives any claims against Telcom or Telcom Afflates which may arise from the acts or omissions of domain name registries, registrars or other authorities.

 Any Internet Protocol ("IP") addresses assigned to the Customer by Telcom in connection with an Internet Service shall be used solely in connection with the Internet Service is discontinued for any reason (including termination of the Agreement or the Internet Service). It such that the Customer's right to use the IP addresses shall be refuredly cease and the IP addresses shall be refuredly cease and the IP addresses shall be refured immediately to Telcom. Any breach of this Clause 11.3 is a material breach of
- the Agreement.

 If the Customer does not move the domain name(s) registered by Telcom to anot intermet provider within one month after termination of the Agreement and/or the intermet Service, Telcom reserves the right to terminate the domain name(s) registered by Telcom for the Customer with the applicable domain name authorities, registries and registre

- the Customer with the appreciate domain name autonomes, registro.

 CONFIDENTIALITY

 Subject to Clause 12.2, the Telcom Signatory, the Customer Signatory, and each Party by moder, shall:

 12.1.1 Agreement:

 12.1.2 only disclose Confidential Information for the purposes of this Agreement:

 12.1.2 only disclose Confidential Information to a third party with the prior written consent of the other Party (except that Telcom or the Telcom Signatory (if different) may disclose Confidential Information to Telcom Affiliates or to its employees, agents or contractors, including professional advisors or auditors, and Customer Signatory my disclose Confidential Information to Customer Affiliates for the purposes of this Agreement); and
- 12.1.3 ensure that any third party to whom Confidential Information is disclosed executes a confidentiality undertaking substantially similar to the terms of this Clause 12.
 The provisions of Clause 12.1 shall not apply to any Confidential Information which: (i) is in or comes into the public domain other than by breach of this Clause 12.2 or (ii) is or has been independently generated by the recipient Party, or (iii) is properly disclosed pursuant to a separate written consent or a statutory obligation, the order of a court of competent jurisdiction or the requirement of a competent regulatory body.
- ASSIGNMENT
 Neither Party may assign, charge, transfer or otherwise dispose of this Agreement, any Serv Order, or any rights or obligations therein in whole or in part, without the written consent of trother Party (which consent shall not be unreasonably with held or unduly disayed), except it redown may assign any and all of its rights and obligations herounder. (In to any 1 levion Affiliate or transfer of substantially all the assets or business or Talcom and the product or the product of the pr

- GENERAL
 Severability. If any provision of this Agreement, including any limitation, is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain legal, valid, and enforceable. No Waiver. Failure or delay by either Party to exercise or enforce any right or benefit conferred by this Agreement, including Telcom's right to deliver invoices in accordance with Clause 4, shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

 Relationship. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute or bet deemed to constitute between the Parties a partnership, agency, association, joint venture or other co operative entity.

- Third Party Beneficiaries. Except as otherwise contemplated by this Agreement, nothing herein will create or confer any rights or other benefits in favour of any person other than the Parties.

 Variation. This Agreement (or any part thereof) shall be modified only by the written agreement of the Parties.
- NOTICES
- NOTICES

 Except as otherwise expressly provided for herein, any notice required or authorised to be given under this Agreement shall be delivered by prepaid registered post or by facsimile transmission (immediately confirmed by post) to the address stated above and shall be deemed to have been served forty-eight (48) hours after such posting or such transmissions.
 - Entries Agreement

 Entries Agreement sets out the entire and exclusive agreement between the Telcom
 Signatory and the Customer Signatory, and Telcom
 and Customer, as the case may be, superseding all prior or contemporaneous representations,
 agreements or understandings concerning the subject matter ad dressed herein. No oral
 explanation or oral information provided shall alter the interpretation of this Agreement. The
 Customer confirms that, in agreeing to enter into his Agreement and/or a Service Order, it has
 not relied on any representation except as set out herein and the Customer agrees that it shall
 have no romeely in respect of any misrepresentation which has not become a term of this
 Agreement, excluding any fraudulent misrepresentation.
- DISPUTE RESOLUTION
 In the event of a dispute concerning this Agreement, each Party shall in the first instance promptly bring the dispute to the attention of a Director or similar person in a management position.
 If the Customer wishes to dispute any invoice or part of an invoice falling due in accordance with Clause 4.7, the Customer shall, 10 days after invoice date, deliver a notice in writing to Telcom setting out the nature of its dispute, including; (i) attend number of disputed invoice; (ii) amount in dispute; (iii) means for fiscute; and (iv) supporting documentation, as appropriate. Any
- يسي: (i) date a يسي: (j) date a undisputed part of a disputed inw Clause 4.7. upporting documentation, as appropriate...., oice shall be paid by the Customer in accorda es shall use all reasonable endeavours to resolve such payment disputes as

- 18. CUSTOMER DATA AND PRIVACY

 18.1 The Customer acknowledges that Telcom, its Telcom Affiliates and their respective agents will, by virtue of the provision of Services, come into possession of Customer Data.

 18.2 Telcom shall implement appropriate technical and organisational measures to protect Custom Data against accidental or untawful destruction or accidental loss, alteration, unauthorised with that it has right to access Regulated Customer Data upon written notice and have any agreed errors in such Regulated Customer Data upon written notice and have any agreed.
- errors in such regulated Customer Data rectified.

 The Customer acknowledges and agrees that I cloom, its Telcom

 Affiliates and their respective agents may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entitles in countries that do not provide statutory protections for personal information):

 18.3.1 in commection with the provision of Services:

 18.3.2 to increasing the provision of Services:

 18.3.3 to increasing the provision of Services:

 18.3.4 to increasing the provision of Services:

 18.3.5 to increasing the provision of Services:

 18.3.5 to increasing the provision of Services:

 18.3.5 to increasing the provision of Services:

 18.3.6 to increasing the provision of Services:

 18.3.7 to increasing the provision of Services:

 18.3.8 to increasing the provision of Services:

 18.3.9 to increasing the provision of Services:

 18.3.1 to increasing the provision of Services:

 18.3.2 to increasing the provision of Services:

 18.3.2 to increasing the provision of Services:

 18.3.3 to increasing the provision of Services:

 18.3.4 to increasing the provision of Services:

 18.3.5 to increasing the provision of Services:

 18.3.5 to increasing the provision of Services:

 18.3.6 to increasing the provision of Services:

 18.3.8 to increasing the provisio

 - The Customer may withdraw consent for such use, processing or transfer of Customer Data as set out above, unless it is required to (i) provision, manage, account and bill for the Services (ii) carry out fraud detection; or (iii) comply with any statutory obligation, regulatory requirement or court or other public authority order, by sending written notice to Telcom in accordance with the prescribed form, available from Tolcom on request. The Customer warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this Clause 18.

18.3.3 to communicate to the Customer regarding products and services of Telcom and its Telcom Affiliates by voice, letter, fax or

- OVERNING LAW AND JURISDICTION
 his Agreement shall be governed and construed in accordance with Irish law, and the
 election Signatory and the Customer Signatory (and
 e relevant Parties hereto) irrevocably agree to the exclusive jurisdiction of the Irish