

**RADIUM TECHNOLOGIES LTD GENERAL TERMS
AND CONDITIONS OF SERVICE**

1. Acceptance

- 1.1 This is a legal agreement between you the Customer, agreeing to these general terms and conditions of service (the “**Terms and Conditions**”) and Radium Technologies Limited (“**Radium**”). By engaging with Radium through the issue to you, and agreement by you of a Services Schedule and / or availing of the Service, the Customer warrants, represents and acknowledges that: (i) the Customer has read and understood these Terms and Conditions (including the DPA); and (ii) the Customer agrees to be bound by the Terms and Conditions; and (iii) acknowledges that the Terms and Conditions govern the Customer's use of the Services availed of from the applicable Services Commencement Date; and (iv) the information that the Customer provided in registering for this Service is accurate and complete; and (v) the information provided is the Customer's or within the Customer's right to use.
- 1.2 If you are entering into the Terms and Conditions on behalf of a third party or other legal entity that is to be the Customer, you represent and warrant that: (i) you have the authority to bind such entity and its Affiliates (as defined below) (where applicable) to the Terms and Conditions; and (ii) you agree on behalf of that entity and its Affiliates that it will be the Customer; and (iii) authority to accept the Terms and Conditions was given by the Customer with the Customer's full knowledge of the provisions contained in the Terms and Conditions.
- 1.3 Should the Customer be provided the Service prior to acceptance of the Terms and Conditions, these Terms and Conditions shall be deemed to have been entered into and accepted by the Customer on the date that provision of the Service commences.
- 1.4 Obligations, rules, and restrictions affecting the Customer in the Terms and Conditions shall also bind any agents, licensees, servants, contractors, sub-contractors and employees of the Customer and any Affiliates and any agents, licensees, servants, contractors, sub-contractors and employees of any Affiliates who are provided the Service. Any breach of such obligations, rules and restrictions by such parties shall be deemed to be a breach of same by the Customer.

2. Definitions

- 2.1 In these Terms and Conditions, the following words and expressions (that are capitalised for the same purpose) whether appearing under this clause or before it shall have the following

meanings:

“**After-Hours Support**” means the provision of any Break Fix Technical Support outside of Normal Working Hours.

“**After-Hours Rates**” means those rates chargeable by Radium to the Customer as detailed in the Services Schedule, outside of Normal Working Hours.

“**Break Fix Technical Support**” means the reactive provision of technical effort by Radium to diagnose, repair, restore, or replace the agreed systems, equipment, or Services identified in the relevant Services Schedule following a fault, failure, or malfunction, with the objective of returning them to normal operational condition. Break Fix Technical Support is initiated in response to an incident reported by the Customer and is distinct from any proactive, preventative, or managed services provided under these Terms.

“**Charges**” means the charges for the Service as agreed and referred to in any relevant Services Schedule.

“**Confidential Information**” means all information of a confidential or proprietary nature disclosed by either party to the other or obtained by either party from the other which is marked or designated as confidential or which by its nature should reasonably be regarded as confidential. Confidential Information in the case of Radium shall also include any technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to the Customer by Radium, its employees, agents, consultants or subcontractors or of any Group Company and any other confidential information concerning Radium's business or its products which the Customer may obtain.

“**Customer**” means the legal person who agrees and acknowledges any relevant Services Schedule, accepting these Terms and Conditions.

“**Data Protection Laws**” means all applicable privacy and data protection laws (including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in applicable jurisdiction relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.

“**Documentation**” means the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by the Supplier to Radium for on supply to end customers, in relation to

Products.

“DPA” means the Data Processing Addendum, found in the Schedule hereto which you agree to be bound by in respect of the supply of the Service by us to you.

“EULA” means any end-user licence agreement or any similar terms and conditions applicable to the Products.

“Excluded Services” means services falling outside the scope of an agreed Services Schedule;

“Group Company” means any subsidiary of Radium or any holding company of Radium or any company which is owned and controlled by the same person or persons that own and control Radium. Subsidiary and holding company shall have the meanings ascribed thereto in sections 7 and 8 of the Companies Act 2014 in Ireland.

“Intellectual Property Rights” means all patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

“In-put Material” means all documents, information and materials provided by the Customer relating to the Services the subject of a Services Schedule.

“Insolvency Event” means in respect of either party, that the party is unable to pay its debts as they fall due or becomes insolvent or an order is made or a resolution is passed for the liquidation, administration, winding-up or dissolution of the party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a liquidator, examiner, trustee or similar officer is appointed over all or any substantial part of the assets of the party or the party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction;

“Radium’s Equipment” means any equipment, including tools, systems, cabling or facilities, provided by Radium or its subcontractors and used directly or indirectly in the supply of the Services and which are not the subject of a

separate agreement between the parties under which title passes to the Customer.

“Network” means the network of the Customer comprising any Products in it.

“Normal Working Hours” means the hours 8.00am to 6.00pm GMT Monday to Friday, except public holidays in Ireland or as set out in Services Schedule.

“Open-Source Software” means any software licensed under any form of open-source licence meeting the Open Source Initiative's definition or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at <http://www.gnu.org/licenses/gpl.html>), or anything similar, included or used in, or in the development of, the Supported Software or with which the Supported Software is compiled or to which it is linked.

“Personal Data” means such data as defined in the DPA.

“Pre-Existing Materials” means all items, material or information which were created or used by Radium prior to the Services Commencement Date of a Services Schedule or which are or were created by Radium independently of the delivery of the Services specified in a relevant Services Schedule;

“Products” means Supported Hardware and/or Supported Software and licences that are referred to in a Service Schedule.

“Services” means the IT and cyber security services described in a Services Schedule.

“Services Schedule” means a specific service or services schedule, or in the form of a statement of work, that Radium will provide in accordance with these Terms and Conditions and any relevant Services Schedule concerned. The Services Schedule incorporates the Terms and Conditions.

“Services Commencement Date” means the date when the parties agree the Services will commence as set out in the Services Schedule.

“Severity 1 – Critical / High Issue” means a complete loss of a core business Service or critical system failure that affects more than 20% of users, or any confirmed security incident or data breach. Examples include company-wide email outages, major firewall or internet failures, ransomware or malware incidents, and loss of access to business-critical applications. Such issues require immediate action, with response and resolution efforts commencing within the highest priority timeframes set out in the relevant Services Schedule.

“Severity 2 – Medium / Normal Issue”

means a partial loss, degradation, or malfunction of a Service or system affecting less than 20% of users, or an issue that moderately impacts business operations but does not constitute a full outage. Examples include department-level file server outages, intermittent connectivity issues for a subset of users, and degraded performance of a business application. These issues are treated as high priority during Normal Working Hours, with response and resolution within the timeframes set out in the relevant Services Schedule.

“Severity 3 – Normal / Low Issue”

A non-critical issue, fault, or request that does not significantly impact day-to-day operations and is not time-sensitive. Examples include single-user printing problems, password resets, installation of approved Supported Software, and minor configuration changes. These issues are addressed in line with standard scheduling and resolution timeframes set out in the relevant Services Schedule.

“Site(s)” means the location(s) at which the Products are installed.

“Supported Hardware” means any hardware listed as such in a Services Schedule.

“Supported Software” means any software listed as such in a Services Schedule.

“Supplier” means a third-party supplier of Products.

“Term” means the length of time that Services the subject of a Services Schedule are provided, as referred to in clause 3.

“Third-Party Licences” means any Open-source Software licences relating to the Supported Software, including the General Public Licence (if applicable) and any proprietary Supported Software licences.

“VAT” means the applicable value added tax on any Services and Products provided/supplied under any Services Schedule.

3. Term

These Terms and Conditions shall remain in force from the Services Commencement Date for such period as is agreed by Radium and the Customer as set out in any Services Schedule(s) (the **“Term”**) unless otherwise provided in the Services Schedule(s) concerned or unless terminated by either party in line with clause 12. The Terms and Conditions, and any related Service Schedules shall automatically renew for additional terms equal in duration to the Term if neither party serves written notice of termination no later than 90 days prior to the date of the expiration of the

then current term.

4. Due Diligence

4.1 Prior to the commencement of the Services the subject of a Services Schedule, Radium will require a Network and Site review and audit as part of Radium’s due diligence prior to any Services commencement. Up to date documentation including current Network diagram for the Site must be provided to Radium by the Customer. Services are rendered by Radium based on information received from the Customer. The Customer shall remain solely responsible for the accuracy of all data provided. Radium shall not be held responsible for unsatisfactory outcomes where the data received is incomplete or incorrect.

4.2 The due diligence service may be subject to additional charges and will be estimated, quoted and delivered on a time and materials basis with the prior written agreement of the Customer.

4.3 Work to be carried out will, depending on the applicable Service, include (i) a full audit of the required systems and applications including the Products installed and their configurations and (ii) based on the audit, a set of recommendations will be provided to either incorporate into the Services Schedule by agreement of the parties (with any additional agreed Products charged in addition to the Services), or Radium will require by agreement with the Customer, that the Site and the Network is brought up to the required standard before a relevant Services Schedule is entered into.

5. The Services

5.1 Radium shall provide the Services to you pursuant to these Terms and Conditions (any Services Schedule and the DPA which all apply to the provision of the Service to the Customer).

5.2 Radium and the Customer shall in each case agree the form of and sign a Services Schedule in respect of each type of Service to be provided hereunder. Additional Services Schedules may be agreed on an ad hoc basis throughout the engagement between the Client and Radium.

5.3 Radium and the Customer shall discuss and agree the draft Services Schedule. When it has been agreed, they shall both sign a copy of it.

5.4 Once a Services Schedule has been agreed and signed in accordance with this clause, no amendment shall be made to it except in accordance with clause 8.3 and/or clause 18.

5.5 The Services Schedules shall not form separate contracts from the Terms and Conditions and shall be part of the Terms and Conditions. For the avoidance of doubt, to the extent there is any variation or conflict of terms between a

Services Schedule and these Terms and Conditions, these Terms and Conditions shall apply.

5.6 The Services the subject of a Services Schedule will be provided during Normal Working Hours and/or during an out-of-hours service (outside of Normal Working Hours), in each case as is agreed in the relevant Services Schedule. The Services will be delivered by Radium remotely, or as required at the address, provided by the Customer (unless otherwise agreed by the parties).

5.7 Each of the parties may request a change to the Services to be performed in accordance with clause 18 hereof.

5.8 The Services will commence on the later of (i) the Services Commencement Date as specified in the Services Schedule concerned or (ii) after a detailed due diligence audit being performed and approved by both the Customer and Radium as described in clause 4 below. All Services will be delivered on the understanding that the Network and its constituent elements will conform to the minimum standards stipulated by Radium.

6. Excluded Services and After-Hours Support

6.1 Any Excluded Services shall be chargeable to the Customer at Radium's standard rates (such rates exclude travel time and any cost of materials which shall be charged to the Customer separately).

6.2 Specific rates will be agreed with the Customer in relation to any Excluded Services being provided outside of the Normal Working Hours.

6.3 To the extent there are any Break Fix Technical Support callouts during Normal Working Hours in respect of:

6.3.1 the Services (where the Break Fix Technical Support time allocated to the Customer in the Services Schedule has been exceeded); or

6.3.2 the Excluded Services;

such callouts shall be billed at the standard rates, in addition to the Charges.

6.4 Radium also operates an After-Hours Support Service which shall be chargeable to the Customer at the After-Hours Rates, or as otherwise agreed in a Services Schedule.

6.5 Radium shall use reasonable endeavours to notify the Customer in advance of providing any additional fees in excess of the Charges. The Customer acknowledges that where Radium is providing certain support such as Break Fix Technical Support, it may not be possible to

provide a full breakdown of fees or charges in advance. Radium shall notify the Customer as soon as reasonably possible afterwards of any additional fees accrued

7. Break Fix Technical Support

7.1 To the extent possible, technical issues will be addressed and resolved remotely, however, reasonable Customer user assistance may be required. Where it is not possible to resolve issues remotely a Radium technician will visit the Customer's Site.

7.2 User assistance (with Radium's guidance) may be required to enable Radium staff to troubleshoot basic problems and assist technical support personnel in connecting to the Supported Hardware requiring investigation.

7.3 Radium's objective is to respond to queries as quickly as is reasonably possible in the circumstances. Radium does not guarantee results within a fixed time frame. Where support is required by a Customer, the Customer shall:

7.3.1 email Radium at help@radium.ie detailing the relevant issue and (where possible including screenshots of any error messages); or

7.3.2 contact the support desk at +353 1 901 2080 (and if required leave a message detailing the issue);

following which, Radium shall during Normal Working Hours respond to the Customer as soon as is reasonably practicable taking into account the severity of the issue and in any case as follows:

a) Severity 1 – Critical / High Issue – Radium shall respond to the Customer remotely within 1 hour of becoming aware of the issue;

b) Severity 2 - Medium / Normal Issue - Radium shall respond to the Customer remotely within 2 hours of becoming aware of the issue;

c) Severity 3 – Normal / Low Issue - Radium shall respond to the Customer remotely within 4 hours of becoming aware of the issue;

in each case, Radium shall assess the situation and shall provide such Break Fix Technical Support Remotely or On-Site as soon as is reasonably required or practicable in the circumstances.

8. Charges and Payment

8.1 In consideration of the provision of the Services by Radium, the Customer shall pay the Charges as stated in a relevant Services Schedule for the Services. All Charges shall be invoiced in

- Euro by Radium and the Customer undertakes to pay such Charges in Euro plus any applicable VAT or any applicable taxes that may apply. Charges shall be invoiced by Radium to the customer on the basis agreed in a Services Schedule.
- 8.2 Following commencement of the Services, if the Customer requests any additional Products or Services from Radium that are not set out in the relevant Services Schedule (or subsequently agreed in an additional Services Schedule), such products or services will be chargeable on a time and materials basis.
- 8.3 Radium may in its sole discretion review and increase the Charges as follows:
- 8.3.1 in line with the consumer price index, provided that such Charges cannot be increased more than once in any 12-month period; or
- 8.3.2 where support hours expended on the Customer in providing the Services exceed those agreed in the existing Services Schedule; or
- 8.3.3 where the number of users in the Customer exceeds the number of users agreed at the outset in the existing Services Schedule; or
- and Radium shall give the Customer written notice of any such increase 1 month before the proposed date of that increase.
- 8.4 The Customer shall pay each invoice submitted to it by Radium, by electronic transfer, in full and in cleared funds, within 30 days of the date of the invoice to a bank account nominated in writing by Radium.
- 8.5 Subject to clause 8.8, and without prejudice to any other right or remedy that it may have, if the Customer fails to pay Radium on the due date:
- 8.5.1 the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Allied Irish Bank, plc's euro from time to time. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
- 8.5.2 Radium may suspend or discontinue all Services until payment has been made in full (including for the avoidance of doubt provision of all Products and licences).
- 8.6 All sums payable to Radium under a Services Schedule shall become due immediately on its termination, despite any other provision. This clause 8.6 is without prejudice to any right to claim for interest under the law, or any such

right under a Services Schedule.

- 8.7 All payments by the Customer under the Terms and Conditions and each Services Schedule shall be made free and clear of and without deduction set off for or on account of any taxes, or for any other reason except to the extent that the Customer is required by law to make payments subject to any taxes. If any VAT or amounts in respect of VAT must be deducted from any amounts payable or paid by the Customer under the Terms and Conditions and or any Services Schedule, the Customer shall pay such additional amounts as may be necessary to ensure that Radium receives an amount equal to the full amount which each would have received had payment not been made subject to VAT.

- 8.8 In the event that the Customer disputes the amount of any invoice delivered by Radium under any Services Schedule the Customer shall issue a notice in writing, setting out its objection to the disputed invoice within 10 days of receipt of the disputed invoice. If such notice shall not be issued within 10 days of the receipt of the disputed invoice, the invoice will be deemed accepted. Such notice shall contain the information set out as follows (a) date and number of disputed invoice; (b) the amount in dispute; (c) reason for dispute; and (d) supporting documentation as appropriate. Following service of a notice, the dispute may be referred forthwith by either party for investigation and determination by such person, firm or company as the parties may agree, or in default of agreement, as may be nominated by either the President of the Institute of Chartered Accountants in Ireland to act as an expert and not as an arbitrator and whose decision, in the absence of evidence of manifest error, shall be final and binding. The parties shall co-operate in an investigation under this clause and any sum found to be due by the disputing party shall be promptly paid (including any interest payable pursuant to these Terms and Conditions) within 10 days of the date of determination by the expert. Any sum found by an expert to be overpaid shall be deducted (until exhausted) from the invoices rendered by the party after issue of the expert's determination. The costs of an expert appointed under this clause shall be paid by the parties in the proportions determined by the expert.

9. Products

- 9.1 The Customer shall, subject to these Terms and Conditions and any related Services Schedule, acquire Products and/or licence Products as the case may be from Radium. Radium shall not be bound to supply any Products unless a relevant Services Schedule listing the Products has been issued by Radium and agreed by the

Customer.

- 9.2 The Customer acknowledges that Radium may from time to time and its sole option: (i) improve the specification of any Product; or (ii) discontinue the sale of any Product. Radium will provide sixty (60) days' notice prior to discontinuance of any Product and as much notice as possible of any Product specification change. Radium may, pursuant to a Services Schedule, supply substituted Products, where current Products have been discontinued or their specification has changed provided that such substituted Product meets the requirements specified in the Services Schedule concerned, has the same or better specification than the Product ordered.
- 9.3 Radium shall provide such warranty support and or hardware support in respect of Products the subject of a Services Schedule as is set out in that Services Schedule.
- 9.4 The Customer hereby agrees that all Documentation is the exclusive property of Radium. The Customer undertakes not to copy modify or disclose the Documentation except to those of its employees having a strict need to know. The Customer further undertakes not to use any such Documentation except as necessary in connection with the installation, testing and operation of the Products. The Customer will use its best endeavours to prevent the disclosure and dissemination of the Documentation to any third party. It is a condition of the performance by Radium of its obligation hereunder that the Customer shall strictly observe the terms of this clause.
- 9.5 Any Products and related technical information supplied to the Customer are for the Customer's own use and not for resale.
- 9.6 The Customer is responsible for the selection and use of other equipment, software, and services acquired from third parties outside of these Terms and Conditions and outside any Services Schedule used with the Products. Radium has no responsibility for their planning, development, implementation, installation, system integration, or support unless provided specifically under a separate written consulting or service agreement signed by each of Radium and the Customer.

10. Supported Software

- 10.1 All Supported Software furnished to the Customer is on a licensed basis under the terms of a Third-Party Licence. The Customer undertakes to Radium to ensure that it and its staff comply and observe at all times with the terms of each Third-Party Licence accompanying Supported Software.
- 10.2 Radium shall use reasonable efforts to ensure the accurate migration of any data but gives no

warranties as to the completeness or accuracy of such migration. The Customer shall be responsible for checking the accuracy and completeness of the migrated data and shall promptly give sufficient details to Radium of any inaccuracies or omissions in order to permit Radium to correct them. If such data includes Personal Data, Radium shall return all copies of such Personal Data to the Customer on completion of the data migration process.

11. Penetration Testing

- 11.1 In connection with its cybersecurity Services (or as otherwise provided for in a Services Schedule) the Customer acknowledges that Radium shall carry out penetration testing and other related security assessment activities on the Network on an annual basis or at such other times as are notified to the Customer.
- 11.2 Radium shall take commercially reasonable precautions to minimise the impact (including without limitation, any outages, data corruptions or availability of systems) to the Customer when performing such activities.
- 11.3 Save in the cases of gross negligence or wilful misconduct, the Customer hereby agrees that Radium shall not be responsible and shall not have any liability in respect of any claims, damages, or losses resulting from the agreed-upon penetration testing activities.

12. Termination

- 12.1 Radium shall be entitled to terminate a Services Schedule:
- 12.1.1 immediately if there occurs in respect of the Customer an Insolvency Event; or
- 12.1.2 by notice in writing to the Customer if any change in any law or regulation renders it unlawful for Radium to provide any Services or if the provision of any Services would subject Radium to any legal action or threat of legal action; or
- 12.1.3 by notice in writing to Customer if due to a new law or a change in the laws of applicable jurisdiction of Radium or any change in the law applicable to the Customer or any Services provided under a Services Schedule, it becomes unlawful for Radium to make or receive any payment or to comply with any provision of these Terms and Conditions or of any Services Schedule; or
- 12.1.4 by notice in writing to Customer if there occurs in respect of the Customer a change in control, without receiving prior written consent from Radium (the Customer being obliged to notify Radium within thirty days of any such change of

control).

12.2 Radium shall be entitled to terminate these Terms and Conditions and each Service Schedule that is in effect where Radium is entitled to terminate a particular Service Schedule for any of the reasons set out in clause 12.1.

12.3 On any expiry or termination of the Terms and Conditions, or on expiry or termination of any Services Schedule:

12.3.1 the Customer shall immediately pay to Radium all of Radium's outstanding unpaid invoices and interest for items delivered and work performed in accordance with the payment schedule set out in the Services Schedule and, in respect of the Services the subject of this Services Schedule supplied but for which no invoice has been submitted, Radium may submit an invoice, which shall be payable immediately on receipt;

12.3.2 the Customer shall, within seven days, return all of Radium's Equipment, and Pre-existing Materials. If the Customer fails to do so, then Radium may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping.

13. Cancellation of Service by Customer without cause

Unless specifically stated otherwise in the Services Schedule, where written notice of an early termination of an active engagement is served, the Customer shall pay a cancellation fee equal to 100% of the remaining Charges as set out in the Services Schedule.

14. Radium Undertakings

14.1 Radium warrants that its Services will be performed with reasonable skill and care, in accordance with these Terms and Conditions.

14.2 Radium undertakes that if any of its employees or contractors, are on the Site(s) or any other premises of the Customer, they will comply with all relevant rules and regulations laid down by the Customer from time to time for the behaviour of its own employees and contractors, as notified to Radium in writing from time to time. Radium shall remove any employee or contractor whom the Customer can demonstrate has failed to comply with such rules, regulations and requirements.

15. Customer obligations

15.1 The Customer shall:

15.1.1 co-operate fully with Radium in all matters relating to Services the subject of

a Services Schedule and appoints the Customer's coordinator in relation to the Services the subject of a Services Schedule, who shall have the authority contractually to bind the Customer on matters relating to the service the subject of a Services Schedule;

15.1.2 provide, Radium its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Radium or any of them;

15.1.3 provide, in a timely manner, such In-put Material and other information as Radium may reasonably require, and ensure that it is accurate in all material respects;

15.1.4 inform Radium of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;

15.1.5 ensure that all the Customer's equipment is in good working order and suitable for the purposes for which it is used in relation to the Services to be provided by Radium in any relevant Services Schedule and conforms to all relevant local industry standards or requirements;

15.1.6 obtain and maintain all necessary licenses and consents and comply with all relevant legislation in relation to Services the subject of a relevant Services Schedule, the installation of Radium's Equipment, the use of In-put Material and the use of the Customer's equipment in relation to Radium's equipment insofar as such licenses, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;

15.1.7 keep, maintain and ensure Radium's Equipment in accordance with Radium's instructions as notified in writing from time to time;

15.1.8 comply with any additional responsibilities as set out in a Services Schedule.

15.2 If Radium's performance of its obligations under the Terms and Conditions or a Services Schedule is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, Radium shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from

such prevention or delay.

- 15.3 The Customer shall be liable to pay to Radium, on demand, all reasonable costs, charges or losses sustained or incurred by Radium (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under these Terms and Conditions or under any relevant Services Schedule, subject to Radium confirming such costs, charges and losses to the Customer in writing.

16. Non-solicitation and No-Hire

- 16.1 The Customer shall not, without the prior written consent of Radium, at any time from the Services Commencement Date to the later of the expiry of twelve calendar months after the completion of the Services the subject of a relevant Services Schedule or termination or expiry of these Terms and Conditions, solicit or entice away from Radium, or employ or attempt to employ, any person who is, or has been, engaged as an employee, consultant or subcontractor of Radium ("**Restricted Personnel**").
- 16.2 The Customer shall not knowingly induce or attempt to induce any Restricted Personnel to terminate or breach their contract of employment or engagement with Radium. A bona fide general recruitment advertisement not specifically targeted at Restricted Personnel shall not, of itself, constitute a breach of this clause.
- 16.3 If the Customer breaches this clause, the Customer shall pay Radium, as a genuine pre-estimate of loss and not a penalty, a fee equal to the greater of (i) 25% of the person's gross annual remuneration package (or, for contractors, 25% of the aggregate fees paid by Radium for that person in the 12 months prior to the engagement), or (ii) €20,000. This fee is payable within 30 days of invoice. The parties may agree in writing to waive this clause for a named individual subject to payment of an agreed fee.
- 16.4 Radium's entitlement to injunctive or equitable relief is preserved. Nothing in this clause restricts any person's statutory rights.

17. Limitations and Exclusions from Liability

- 17.1 Radium's entire liability to the Customer in connection with the Terms and Conditions and any Services Schedule is as follows:

- 17.1.1 Nothing in the Terms and Conditions or a Services Schedule shall limit or exclude

Radium's liability for death or personal injury caused by its negligence.

- 17.1.2 Subject to the terms of clause 17.1.1, Radium shall not be liable to the Customer, whether in contract, tort (including negligence), or under statute for breach of statutory duty, or otherwise, arising under or in connection with the Terms and Conditions or any Services Schedule for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; (f)(i) loss of data, or loss of information; or (f)(ii) loss of use of data or loss of information or (f)(iii) corruption of software, data or information; and in any such case whether arising from a cyber security attack or otherwise; (g) loss of reputation or damage to reputation or loss due to adverse publicity (h) or for any third party claims against Customer howsoever caused and for (i) any indirect or consequential loss.
- 17.1.3 Subject to clauses 17.1.1 and 17.1.2, Radium's total liability to the Customer, whether in contract, under statute, or tort (including negligence), or for breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions or under any Service Schedule shall be limited to the aggregate of the Charges received before VAT in respect of the Service Schedule in question in the 180 days prior to the termination or expiry or if 180 days has not elapsed, a maximum of the fees less VAT received since the Service Commencement Date.
- 17.1.4 Notwithstanding the foregoing, where the Products are supplied and or supported by Radium, Radium shall not be liable for the performance of the Products, which at all times shall be subject to the terms of, and which the Customer shall have sole recourse to, the applicable EULAs between the Customer and the relevant Suppliers of such Products.
- 17.1.5 Any condition, warranty or other term which might but for the Terms and Conditions or a Schedule have effect between Radium and Customer or which would otherwise be implied into or incorporated into the Terms and Conditions or any Schedule (including without limitation, the implied terms of satisfactory quality, conformance, merchantability or fitness for purpose), whether by statute, common law or

otherwise are hereby excluded.

- 17.1.6 Without prejudice to any other rights or remedies that Radium may have, the Customer acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the Terms and Conditions or any Services Schedule by the Customer. Accordingly, the Customer acknowledges that Radium shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the Terms and Conditions and each Services Schedule.

18. Change Request

- 18.1 If either party wishes to change the scope or execution of the Services the subject of a Services Schedule, it shall submit details of the requested change to the other party in writing (the "**Change Request**").
- 18.2 If Radium originates a Change Request, it shall provide, with the Change Request, written details of the impact which the proposed change will have on:
- 18.2.1 the Services;
 - 18.2.2 Radium's existing Charges;
 - 18.2.3 the timetable of the Services; and
 - 18.2.4 these Terms and Conditions and any relevant Services Schedule.
- 18.3 Notwithstanding any other provision of this clause and any relevant Services Schedule, Radium may from time to time and without notice change the features and functionality of any Service the subject of a relevant Services Schedule as part of its ongoing development of the services it provides for any reason including without limitation (a) to improve the Service or Services and or (b) to comply with the application of any new laws, regulations, acts or order, request or determination of a regulatory authority including without limitation the Central Bank of Ireland and or (c) in order to comply with any applicable safety or statutory requirements.
- 18.4 If the Customer originates a Change Request, Radium shall, as soon as reasonably practicable after receiving the Change Request, provide a written estimate to the Customer setting out:
- 18.4.1 the likely time required to implement the proposed change;
 - 18.4.2 details of the impact which the proposed

change will have on:

- 18.4.2.1 the Services;
 - 18.4.2.2 Radium's existing Charges;
 - 18.4.2.3 the timetable of the Services; and
 - 18.4.2.4 these Terms and Conditions and any relevant Services Schedule.
- 18.5 Unless both parties consent to a Change Request, there shall be no change to the Services and the Terms and Conditions and any other relevant Services Schedule.
- 18.6 If both parties consent to a Change Request, it shall be signed by the authorised representatives of both parties, upon which the Change Request becomes a Change Order.
- 18.7 If either party is unwilling to accept a Change Request suggested by the other (or a term of any proposed Change Order), then the other party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 23.
- 18.8 Radium may charge for the time it spends on dealing with Change Requests originating from the Customer on a time and materials basis.

19. Intellectual Property Rights

- 19.1 Unless otherwise agreed on a case by case basis, it is hereby agreed that all legal and beneficial ownership of copyright and all other Intellectual Property Rights in any Pre-Existing Materials and related Documentation developed by Radium for the purposes of providing the Services shall vest in Radium upon their creation and be the sole and exclusive property of Radium.
- 19.2 The Customer hereby grants, or shall obtain at its own expense the right to grant Radium the right to access, operate, modify or otherwise use any Supported Software as it reasonably requires in its performance of its obligations hereunder. The Customer shall obtain any such consents, licenses or other permissions or rights from any third party necessary for Radium to fulfil its obligations in accordance with these Terms and Conditions and any Services Schedule.
- 19.3 Each party hereby warrants that any instructions given in relation to the other's use of any third party item supplied directly or indirectly by it shall not cause the other party to infringe any third party's Intellectual Property Rights in such item.
- 19.4 The Customer hereby grants to Radium a non-exclusive licence to use the Customer's logo, name and branding on or in relation to the Services, including in connection with the

promotion and sale of the Services.

20. Data Protection

- 20.1 Each of Radium and the Customer undertakes to comply with its obligations under relevant applicable Data Protection Laws, principles and agreements.
- 20.2 To the extent that Radium processes any Personal Data (as defined in the DPA), on your behalf, in the provision of the Service, the parties acknowledge that Radium is a data processor and the Customer is a data controller and the parties shall comply with their respective obligations under applicable Data Protection Laws and the terms of the DPA.

21. Confidentiality

- 21.1 Subject to clause 21.12, each party undertakes to the other that it will maintain and treat in confidence Confidential Information, and use its reasonable endeavours to procure that those parties to whom it may disclose the Confidential Information on a strict need to know basis (namely to its employees, agents or representatives), maintain and treat in confidence Confidential Information which it may receive in connection with the provision or receipt of Service and any Services Schedule and will not (and will use its reasonable endeavours to procure that any such employees, agents or representatives) will not use or disclose such information other than for the purposes of the Services and any Services Schedule and for which it was provided except with the written permission of the other party.
- 21.2 Clause 21.1 shall not apply to any information which:
- 21.2.1 is in or comes into the public domain other than by default of the recipient party; or
 - 21.2.2 is or has already been independently generated by the recipient party; or
 - 21.2.3 is lawfully received by the recipient from a third party on an unrestricted basis; or
 - 21.2.4 is in the possession of or is known by the recipient party prior to the Service Commencement Date, to the extent that such recipient party is not bound by any existing obligation or confidentiality in respect of such information to the other party hereto.
- 21.3 Nothing in this clause 21 shall prohibit or restrict either party disclosing any Confidential Information to the extent to which the same is required to be disclosed by law, regulation or pursuant to an order of a competent authority, or to a professional adviser, provided the recipient provides, in the case of disclosure by law, regulation or order, the discloser with

reasonable written notice prior to any such disclosure and in the case of disclosure to a professional adviser that the professional adviser undertakes to treat the Confidential Information as confidential (in terms materially the same as this clause 21).

- 21.4 All materials, equipment and tools, drawings, specifications and data supplied by Radium to the Customer including Pre-Existing Materials and Radium's Equipment, at all times be and remain as between Radium and the Customer the exclusive property of Radium and be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Radium. The Customer undertakes to Radium not to dispose of or use Pre-existing Materials and Radium's Equipment other than in accordance with Radium's written instructions or authorisation.
- 21.5 On termination of a Services Schedule for whatever reason, the recipient party shall return to the disclosing party, or (at the discretion of the disclosing party) destroy, all copies of Confidential Information of the other party disclosed pursuant to that Services Schedule which the recipient party has in its possession.

22. Force Majeure

- 22.1 Force Majeure means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, cyber-attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts and interruption or failure of a utility service.
- 22.2 Save for payment obligations in respect of which a party may not claim Force Majeure, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Terms and Conditions or under any relevant Services Schedule by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of the Terms and Conditions or relevant Services Schedule or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 22.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same

extent as those of the Affected Party

22.4 The Affected Party shall as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven calendar days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Terms and Conditions and or any relevant Services Schedule.

22.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 calendar days, the party not affected by the Force Majeure Event may terminate the affected Services Schedule by giving 30 calendar days written notice to the Affected Party.

22.6 If the Force Majeure Event prevails for a continuous period of more than 60 calendar days, either party may terminate the affected Services Schedule by giving 10 calendar days' written notice to the other party. On the expiry of this notice period, the affected Services Schedule will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the affected Services Schedule occurring prior to such termination.

23. Multi-tiered Dispute Procedure

23.1 If a dispute arises out of or in connection with the Terms and Conditions or any Services Schedule or the performance, validity or enforceability of the Terms and Conditions or any Services Schedule ("**Dispute**") then except as expressly set out herein and in any relevant Services Schedule, the parties shall follow the procedure set out in this clause:

23.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the authorised representative of the Customer and authorised representative of Radium shall attempt in good faith to resolve the Dispute;

23.1.2 if the authorised representative of the Customer and authorised representative of Radium are for any reason unable to resolve the Dispute within 20 days of service of the Dispute Notice, the Dispute shall be referred to the respective chief operating officers ("**COO**") of the Customer and of Radium who shall attempt in good faith to resolve it; and

23.1.3 if the COOs of the Customer and of Radium are for any reason unable to

resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 20 days after the date of the ADR notice.

23.2 No party may commence any court proceedings in relation to the whole or part of the Dispute until 90 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

23.3 If the Dispute is not resolved within 90 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 90 days, or the mediation terminates before the expiration of the said period of 90 days, the Dispute shall be finally resolved in accordance with clause 30 hereof.

24. Notice

Except as otherwise specified in these Terms and Conditions, all notices related to the Terms and Conditions shall be in writing and shall be effective upon: (i) personal delivery, (ii) the second business day after posting, or (iii), except for notices of termination ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to the Customer shall be addressed to the relevant billing contact designated by you. All other notices to the Customer shall be addressed to the relevant person designated by the Customer. Unless specified elsewhere in these Terms and Conditions, or a Services Schedule, notices should be sent to us at the address for your applicable contracting entity.

25. Entire Agreement and Variation

The Terms and Conditions and any Services Schedule(s) constitute the entire agreement and understanding between the parties and supersede any and all prior agreements, negotiations, representations of any kind, and proposals, written and oral between the Customer and Radium with regard to the subject matter hereof.

26. Severability

If any provision of the Terms and Conditions is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from these Terms

and Conditions and the other provisions shall remain in full force and effect.

27. Waiver

The delay or failure of Radium to exercise in any respect any rights provided for in the Terms and Conditions shall not be deemed a waiver of any actual or further right under the Terms and Conditions.

28. Survival of Obligations

Notwithstanding the expiration or termination of these Terms and Conditions or any Services Schedule, clause 8 (Charges and Payment), clause 12.3 (Consequences of Termination), clauses 15.1 and 15.3 (Customer Obligations), clause 17 (Limitations and Exclusions from Liability), clause 20 (Data Protection Laws), clause 21 (Confidential Information), clause 25 (Entire Agreement), clause 28 (Survival) and clause 30 (Governing Law and Jurisdiction) and any other clauses that by their nature should survive termination, shall survive any such termination or expiration of these Terms and Conditions.

29. Assignment and sub-contracting

29.1 The Customer may not transfer its rights or assign its obligations under the Terms and Conditions or under any Services Schedule. Any such purported transfer or assignment shall constitute a breach of the Terms and Conditions. Radium may subcontract or delegate the performance of any of its obligations under these Terms and Conditions or any Services Schedule to one or more third parties, provided that no such sub-contracting shall relieve Radium of each of its obligations required to be performed and observed pursuant to these Terms and Conditions and the Services Schedule concerned.

29.2 Radium may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under the Terms and Conditions and under each Services Schedule, provided it gives written notice in any such case to the Customer.

29.3 The Terms and Conditions and each Services Schedule shall be binding on and shall inure to the benefit of each party and in the case of Radium only its successors and assigns.

30. Governing Law and Jurisdiction

30.1 The laws of Ireland shall govern the Terms and Conditions and each Services Schedule, its interpretation and any non-contractual obligations arising in connection with it. The Customer irrevocably submits to the courts of Ireland to settle any Disputes arising in connection with the Terms and Conditions and each Services Schedule, its interpretation or

any non-contractual obligations arising in connection with it and agrees that the courts of Ireland are the most appropriate and convenient venue to settle any Dispute.

Schedule

DATA PROCESSING

This Data Processing Schedule forms part of the Terms and Conditions between the Customer and Radium and sets out the additional terms, requirements and conditions on which Radium will process Personal Data when providing services under the Terms and Conditions.

This Schedule contains the mandatory clauses required, as applicable (i) in Ireland by Article 28(3) of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors.

1. Definitions

Save for following definitions and rules of interpretation which apply in this Schedule, all other definitions are as provided for under the Terms and Conditions.

“Applicable Law” means (i) any and all laws, statutes, regulations, by-laws, orders, ordinances and court decrees that apply to the performance and supply of the services under the Terms and Conditions or the Processing of the Personal Data, and (ii) the terms and conditions of any applicable approvals, consents, exemptions, filings, licences, authorities, permits, registrations or waivers issued or granted by, or any binding requirement, instruction, direction or order of, any applicable government department, authority or Customer having jurisdiction in respect of that matter.

“Authorised Persons” means the persons or categories of persons that the Customer authorises to give Radium personal data processing instructions.

“Business Purposes” means the services described in the Terms and Conditions or any other purpose specifically identified between the parties.

“Data Protection Legislation” means all applicable privacy and data protection laws including without limitation the General Data Protection Regulation ((EU) 2016/679) (and specifically in the United Kingdom, the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended) and any applicable national implementing laws, regulations and secondary legislation in force in Ireland relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.

“Data Subject” means an individual who is the subject of Personal Data.

“DP Losses” means all liabilities, including all:

- (a) costs (including legal costs), claims, demands, actions, settlements, ex-gratia payments, charges, procedures, expenses, losses and damages (including relating to material and non-material damage); and
- (b) to the extent permitted by Applicable Law:

- (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a court or regulatory authority;
- (ii) compensation to a Data Subject ordered by a court or regulatory authority; and
- (iii) the costs of compliance with investigations by a regulatory authority.

“Personal Data” means any information relating to an identified or identifiable natural person that is processed by Radium as a result of, or in connection with, the provision of the services under the Terms and Conditions; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

“Processing, processes and process” means either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

“Processing Instructions” means the Customer’s instructions provided by the Customer to Radium from time to time or as set out in this Schedule.

“Standard Contractual Clauses (SCC)” means the European Commission’s Standard Contractual Clauses for the transfer of Personal Data to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU.

Defined terms set forth in the Terms and Conditions apply to the interpretation of this Schedule.

2. Personal Data Types and Processing Purposes

- 2.1 The Customer and Radium acknowledge that for the purpose of the Data Protection Legislation, the Customer is the controller and Radium is the processor.
- 2.2 The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the

applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to Radium.

3. Radium Obligations

- 3.1 Radium will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions from Authorised Persons. Radium will not process the Personal Data for any other purpose or in a way that does not comply with this Schedule or the Data Protection Legislation.
- 3.2 Radium will comply with any Customer request or instruction from Authorised Persons requiring Radium to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 3.3 Radium will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Customer or this Schedule specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires Radium to process or disclose Personal Data, Radium must first inform the Customer of the legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- 3.4 Radium will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Radium processing and the information available to Radium, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.

4. Security

- 4.1 Radium shall implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.

- 4.2 Radium shall implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate.

5. Personal Data Breach

- 5.1 Radium will promptly notify the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable.
- 5.2 Radium will within 24 hours and without undue delay notify the Customer if it becomes aware of:
 - a) any accidental, unauthorised or unlawful processing of the Personal Data; or
 - b) any Personal Data Breach.
- 5.3 Immediately following any unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Radium will reasonably co-operate with the Customer in the Customer's handling of the matter, including:
 - a) assisting with any investigation;
 - b) providing the Customer with physical access to any facilities and operations affected;
 - c) facilitating interviews with Radium employees, former employees and others involved in the matter;
 - d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
 - e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.
- 5.4 Radium will not inform any third party of any Personal Data Breach without first obtaining the Customer's prior written consent, except when required to do so by law.

6. Cross Border Transfers of Personal Data

- 6.1 Radium (or any subcontractor) must not transfer or otherwise process Personal Data outside the EEA without obtaining the Customer's prior written consent.
- 6.2 Where such consent is granted, Radium may only process, or permit the

processing, of Personal Data outside the EEA under the following conditions:

- a) Radium is processing Personal Data in a territory which is subject to a current finding under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or
- b) the transfer otherwise complies with the Data Protection Legislation.

6.3 If the Customer consents to appointment by Radium of a subcontractor located outside the EEA in compliance with the provisions of paragraph 7 then the Customer authorises Radium to enter into SCC with the subcontractor in the Customer's name and on its behalf. Radium will make the executed SCC available to the Customer on request.

7. Subcontractors

7.1 Radium may only authorise a third party (subcontractor) to process the Personal Data if:

- a) the Customer is provided with an opportunity to object to the appointment of each subcontractor within 14 days after Radium supplies the Customer with full details regarding such subcontractor;
- b) Radium has a written contract with the subcontractor that contains terms substantially the same as those set out in this Schedule, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of such contracts;
- c) Radium maintains control over all Personal Data it entrusts to the subcontractor; and
- d) the subcontractor's contract terminates automatically on termination of the Terms and Conditions and this Schedule for any reason.

7.2 The Parties consider Radium to control any Personal Data controlled by or in the possession of its subcontractors.

8. Term and Termination

8.1 This Schedule will remain in full force and effect so long as the Terms and Conditions remains in effect.

8.2 Any provision of this Schedule that expressly or by implication should come into or continue in force on or after termination of the Terms and Conditions in order to protect Personal Data will remain in full force and effect.

9. Data Return and Destruction

9.1 At the Customer's request, Radium will give the Customer a copy of or access to all or part of the Customer's Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.

9.2 On termination of the Terms and Conditions for any reason or expiry of its term, Radium will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any Personal Data related to this Schedule in its possession or control, except for one copy that it may retain and use for six months for audit purposes only and unless retention is required by law.

9.3 If any law, regulation, or government or regulatory body requires Radium to retain any documents or materials that Radium would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.

10. Warranties

10.1 The Customer warrants and represents that:

- a) the processing of Personal Data by the Customer will be carried out in accordance with Data Protection Legislation;
- b) Radium is entitled to process the Personal Data pursuant to the Terms and Conditions for the purpose of providing the services thereunder and such use will comply with Data Protection Legislation;
- c) Radium is entitled to access any Personal Data provided by the

Customer or the User to any payment provider platform used for the purpose of paying the Fees. Where applicable, the Customer has obtained the necessary approval of any user in this regard;

- d) all Personal Data provided by the Customer to Radium is necessary, accurate and up-to-date; and
- e) all Processing Instructions shall at all times be in accordance with Data Protection Legislation.

11. Indemnity and Limitation of Liability

11.1 Subject to clause 11.2, the Customer shall indemnify and keep indemnified Radium in respect of all DP Losses suffered or incurred by, awarded against or agreed to be paid by Radium and any sub-processor arising from or in connection with any:

- a) non-compliance by the Customer with Data Protection Legislation;
- b) processing carried out by Radium or any Sub-Processor pursuant to any Processing Instruction that infringes Data Protection Legislation; or
- c) breach by the Customer of any of its obligations under this Schedule.

11.2 The Customer shall not be liable for any DP Losses under this Schedule directly resulting from Radium's material breach of this Schedule.

11.3 To the maximum extent permitted by applicable law, Radium's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Schedule or any collateral contract shall in all circumstances be limited to 100% of the fees paid or payable during the 12 months preceding the event triggering Radium's liability.