

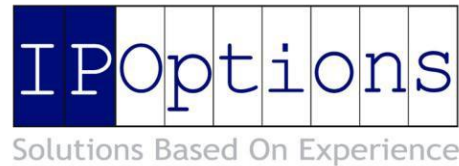
2015

# Terms & Conditions

IPOptions Limited

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**PLEASE READ CAREFULLY:** UNLESS YOU AS THE CUSTOMER HAVE ANOTHER VALID AGREEMENT APPLICABLE TO THIS PURCHASE, OR UNLESS THE IPOPTIONS ELECTRONIC STORE SPECIFIES DIFFERING OR ADDITIONAL TERMS FOR A SPECIFIC PRODUCT OR SUPPORT, THE FOLLOWING IPOPTIONS LIMITED CUSTOMER TERMS AND ANY IPOPTIONS LIMITED SITE SPECIFIED TERMS WILL GOVERN PURCHASES MADE HEREUNDER.

1. **Parties.** These terms represent the agreement ("Agreement") that governs the purchase of products and services from the IOptions Limited entity identified in the signature section below ("IOptions") by the Customer entity identified below ("Customer").
2. **Orders.** "Order" means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or softcopy.
3. **Order Arrangements.** Customer may place orders with IPOPTIONS through our offices, website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel an Order at no charge up to five (5) business days prior to shipment date.
4. **Prices and Taxes.** Prices will be as quoted in writing by IPOPTIONS or, in the absence of a written quote, as set out on our website, customer-specific portal, or IPOPTIONS published list price at the time an order is submitted to IPOPTIONS. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted
5. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of IPOPTIONS's invoice date. IPOPTIONS may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.

6. **Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, IPOPTIONS retains a security interest in products sold until full payment is received.
7. **Delivery.** IPOPTIONS will use all commercially reasonable efforts to deliver products in a timely manner. IPOPTIONS may elect to deliver software and related product/license information by electronic transmission or via download.
8. **Installation.** If IPOPTIONS is providing installation with the product purchase, IPOPTIONS's consultants will describe Customer requirements. IPOPTIONS will conduct its standard installation and test procedures to confirm completion.
9. **Support Services.** IPOPTIONS's support services will be described in the applicable Supporting Material, which will cover the description of IPOPTIONS's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
10. **Eligibility.** IPOPTIONS's service, support and warranty commitments do not cover claims resulting from:
  1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
  2. Modifications or improper system maintenance or calibration not performed by IPOPTIONS or authorized by IPOPTIONS;
  3. failure or functional limitations of any non-IPOPTIONS software or product impacting systems receiving IPOPTIONS support or service;
  4. malware (e.g. virus, worm, etc.) not introduced by IPOPTIONS; or
  5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond IPOPTIONS's control.
11. **Dependencies.** IPOPTIONS's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
12. **Product Performance.** All IPOPTIONS hardware products are covered by manufacturer limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of IPOPTIONS installation, or (where Customer delays IPOPTIONS installation) at the latest 30 days from the date of delivery.
13. **Software Performance.** IPOPTIONS warrants that its delivered software products will conform materially to their specifications and be free of malware at the time of delivery. IPOPTIONS does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by IPOPTIONS in Supporting Material.
14. **Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and IPOPTIONS will re-perform any service that fails to meet this standard.

15. **Product Warranty Claims.** When we receive a valid warranty claim for a hardware or software product, IPOPTIONS will in conjunction with the manufacturer either repair the relevant defect or replace the product.
16. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, IPOPTIONS disclaims all other warranties.
17. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants IPOPTIONS a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for IPOPTIONS and its designees to perform the ordered services.
18. **Intellectual Property Rights Infringement.** IPOPTIONS will defend and/or settle any claims against Customer that allege that an IPOPTIONS-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. IPOPTIONS will rely on Customer's prompt notification of the claim and cooperation with our defense. IPOPTIONS may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount. IPOPTIONS is not responsible for claims resulting from any unauthorized use of the products or services.
19. **License Grant.** IPOPTIONS require customers to abide by any terms or conditions outlined by the manufacturer for the legal use of the license that has been provided to them.
20. **Updates.** Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through a software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that IPOPTIONS makes them available to Customer.
21. **License Restrictions.** Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide IPOPTIONS with reasonably detailed information about those activities.
22. **License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, the manufacturer may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return

- them to IPOPTIONS/Manufacturer, except that Customer may retain one copy for archival purposes only.
23. **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
  24. **License Compliance.** Manufacturers may audit Customer compliance with the software license terms. If an audit reveals underpayments then Customer will be required to pay the manufacture such underpayments.
  25. **Global Trade compliance.** Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. IPOPTIONS may suspend its performance under this Agreement to the extent required by laws applicable to either party.
  26. **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
  27. **Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
  28. **General.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of the country of operation.

### Contact Information

Should you have any questions or queries surrounding any of the points illustrated above then please contact IPOptions Limited on +353 (0)1 899 1970 or email [sales@ipoptions.com](mailto:sales@ipoptions.com)