



Nasstar professional services terms

1. Professional Services

1.1 Nasstar shall perform Professional Services remotely, during Standard Business Hours and based on standard Nasstar documentation, unless otherwise stated in the relevant Statement of Work.

2. Term of each SOW

2.1 The start date and duration (including any rights of extension or renewal) of each SOW shall be as specified in the relevant SOW. If no start date and/or duration is specified in a SOW, then the SOW shall start on the date it is entered into and shall continue until the earlier of: (i) the date on which all of the Professional Services to be provided by Nasstar under the SOW have been provided and, all applicable Deliverables that are subject to acceptance have been accepted or have been deemed to have been accepted; or (ii) the date on which the SOW is terminated by a party in accordance with its terms or these Professional Services Terms.

3. Price and payment

3.1 Unless the SOW provides a fixed price for Professional Services, the Customer shall pay Nasstar its Fees for Professional Services on a time and materials basis calculated at Nasstar's standard rates as amended from time to time.

3.2 The Fees are exclusive of VAT and other taxes, which shall be added as a separate charge in Nasstar's invoices and are payable by the Customer.

3.3 The Customer shall pay Nasstar the Fees and any Reimbursable Expenses: (a) in full cleared funds within thirty (30) days of the date of invoice, or such other payment period as may be expressly specified in the relevant SOW; (b) in the currency set out in the relevant SOW, or if no currency is specified, in Pounds Sterling; (c) to the account specified in Nasstar's invoice; and (d) without set-off or withholding.

3.4 Nasstar shall issue its invoices to the Customer for the Fees, any Reimbursable Expenses,

and all applicable taxes at the frequencies specified in the relevant SOW, or if no invoice frequency is specified, monthly in arrears.

3.5 If an amount due for payment by the Customer under a SOW is not paid by the due date, Nasstar shall be entitled, from the due date until the date of actual payment, to: (a) charge interest on the overdue amount at the rate of 4% above the rate of Bank of England base rate from time to time, such interest to accrue and compound daily; and/or (b) suspend performance of the Professional Services or supply of the Deliverables to which the overdue payment relates, without liability to the Customer. Nasstar shall warn the Customer that the payment is overdue and give a further five (5) Business Days for payment, prior to any suspension under this clause.

3.6 All pricing and rates set out in a SOW shall be subject to annual indexation. The rate of indexation shall be the most recent 12-month percentage change to RPI (All Items Index) published by the UK Office of National Statistics plus five (5) percent.

3.7 If the Customer wishes to dispute any amounts invoiced by Nasstar, it must notify Nasstar in writing providing full particulars of the dispute within ten (10) Business Days of the date of the relevant invoice. If the Customer does not raise a dispute within this period, the Customer shall be deemed to accept Nasstar's invoice. The Customer shall continue to pay all invoiced amounts pending resolution of the dispute.

4. Standard of Services and Deliverables

4.1 Nasstar warrants that: (a) it will perform the Professional Services using reasonable skill and care; (b) the Professional Services shall conform in all material respects with the SOW describing the Professional Services; and (c) each Deliverable shall conform in all material respects with any specifications for such Deliverable expressly specified in the relevant SOW during the applicable warranty period expressly specified in the SOW (or if no warranty period is specified, for a period of 30 days from provision of the Deliverable).



4.2 The Customer's sole and exclusive remedy, and Nasstar's sole liability, in respect of any breach of the warranties in clause 4.1 shall be that, where the breach is capable of rectification or re-performance, Nasstar shall (at its election) rectify or re-perform the Professional Services or rectify or replace the Deliverable (as applicable) to comply with the applicable warranty, subject to the Customer complying with clause 4.3.

4.3 The Customer must provide prompt written notice of any breach of the warranties in clause 4.1, providing full particulars of the breach and, where the breach relates to a Deliverable, the Customer must provide such notice during the applicable warranty period. The Customer must fully co-operate with Nasstar in its investigation of the breach.

4.4 Where a SOW expressly specifies that Deliverables are subject to acceptance, the Customer shall complete acceptance in accordance with the acceptance procedures set out in the SOW and within the period for carrying out acceptance specified in the SOW (or if no acceptance period is specified, within three (3) Business Days of receiving notice from Nasstar that the Deliverables are ready for acceptance) ("acceptance period"). The Customer shall be deemed to accept a Deliverable if the Customer has not provided notice that the Deliverable has failed acceptance within the applicable acceptance period or the Customer has used or deployed the Deliverable in a production environment. The Customer shall not reject or withhold its acceptance of a Deliverable if it meets the acceptance criteria or other requirements set out in a SOW.

4.5 Unless expressly stated otherwise in the relevant SOW, time shall not be of the essence for performance of the Professional Services and any specified timeframes for the Professional Services shall be estimates only.

4.6 The Customer shall: (a) provide such co-operation and assistance as Nasstar may reasonably require for it to carry out its obligations under the relevant SOW in accordance with its terms; (b) ensure that all Customer personnel involved in the relevant engagement are reasonably available to Nasstar to answer any questions; (c) attend and participate in all meetings and governance forums

relating to the Professional Services as reasonably requested by Nasstar; and (d) promptly perform all obligations and responsibilities and provide all Customer Materials that are necessary for Nasstar's performance of the Professional Services or are expressly specified as a Customer prerequisite, dependency or responsibility in the relevant SOW.

5. Intellectual property

5.1 The Customer retains all right, title, and interest to the Customer Background IPR. Nasstar shall retain all right, title and interest to the Nasstar IPR. Except as expressly provided otherwise in a SOW, nothing shall be construed as granting any right, title, or interest to a party's Background IPR or to the Nasstar IPR.

5.2 To the extent that any Nasstar IPR is incorporated within the Deliverables or is required for the Customer to receive the benefit of the Professional Services, Nasstar hereby grants the Customer a royalty-free, time-limited, non-exclusive, and non-transferable licence to use such Nasstar IPR solely and to the extent required for the Customer to receive and use the Deliverables and to receive the benefit of the Professional Services as intended by the relevant SOW.

5.3 Subject to full payment of the Fees under the relevant SOW, the Customer shall own the Customer Foreground IPR and Nasstar hereby agrees to assign the Customer Foreground IPR to the Customer (including by way of present assignment of future copyright). The Customer grants to Nasstar a worldwide, fully paid-up, non-exclusive, non-transferable licence during the term of each SOW to use the Customer Foreground IPR.

5.4 The Customer hereby grants to Nasstar a worldwide, fully paid-up, non-exclusive, non-transferable licence to use the Customer Materials (including any Customer Background IPR) for the purposes of Nasstar providing the Professional Services and performing its obligations under the relevant SOW. The Customer shall indemnify Nasstar from all financial loss arising from, and shall defend and hold Nasstar harmless in relation to, any claim by a third party that Nasstar's use or receipt of any Customer Materials or Customer Background



IPR in accordance with these terms and the relevant SOW infringes the third party's rights.

5.5 Subject to any obligations of confidentiality, nothing in these terms or a SOW shall prevent Nasstar from using or disclosing any general knowledge, ideas, know-how, experience, or techniques retained in the unaided memory of its personnel as a result of the performance of its obligations under a SOW.

5.6 Subject to clauses 5.8 and 5.9, Nasstar shall indemnify the Customer for all amounts awarded against the Customer by a court in final judgment or in final settlement of any claim by a third party that the Customer's receipt or use of the Deliverables in accordance with these Terms and the relevant SOW infringes the third party's intellectual property rights.

5.7 In response to any third party claim that the Deliverables or their receipt or use by the Customer infringes the third party's intellectual property rights, Nasstar may at its sole discretion: (a) replace or modify the Deliverables so that they are no longer infringing; (b) obtain a licence from the third party to allow the Customer to continue to receive and use the Deliverables; (c) terminate the relevant SOW and refund the Customer any Fees paid less an amount in respect of the Professional Services performed up to the date of termination.

5.8 Nasstar shall have no liability under clause 5.6 to the extent the third party claim arises from: (a) any use of the Deliverables contrary to Nasstar's reasonable instructions; (b) any modification of the Deliverables, or any combination of the Deliverables with any third party materials, without the prior authorisation of Nasstar; or (c) any inputs supplied by the Customer, including the Customer Materials.

5.9 Nasstar's obligations under the indemnity in clause 5.6 shall be subject to the Customer: (a) promptly notifying Nasstar on becoming aware of any third party claim for which it is seeking defence and/or indemnification and providing full particulars of the claim; (b) giving Nasstar the right to conduct all negotiations and proceedings with the third party in relation to the claim, provided that: (i) Nasstar shall not enter into any settlement with the third party that would require an admission of liability from the

Customer; and (ii) the Customer shall be permitted to appoint its own counsel and to participate in any proceedings at its own cost; (c) giving Nasstar all reasonable co-operation and assistance as may be required for it to investigate and defend the third party claim; and (d) not entering into any settlement agreement with the third party or making any admission of liability without Nasstar's prior written consent.

6. Third Party Products

6.1 If Nasstar agrees to provide any Third Party Product in a SOW, then the Customer acknowledges and agrees that its receipt and use of Nasstar's Services and Deliverables shall be subject to the applicable Third Party Terms or, to the extent Nasstar is permitted by the third party provider to do so, obtaining a licence to the Third Party Product from Nasstar on a pass-through basis. The Customer shall comply, and procure that its users comply, with the applicable Third Party Terms. Nasstar does not guarantee the continuing availability of any Third Party Products.

6.2 Nasstar's sole liability in respect of any Third Party Products shall be to pass through to the Customer the benefit of the applicable Third Party Terms in respect of the Customer's receipt and use of such Third Party Product (including any service level commitments and service credit entitlements under the Third Party licence) provided always that Nasstar's maximum liability to the Customer in respect of such Third Party Products shall not exceed the remedies that Nasstar receives from the relevant third-party provider.

7. Term and Termination

7.1 Either party may, on written notice to the other, terminate a SOW with immediate effect if: (a) the other party is in material breach of its obligations under these Terms or the applicable SOW and, where the breach is capable of remedy, the party in breach has failed to remedy it within thirty (30) days of receiving notice from the terminating party specifying the breach and requiring it be remedied; or (b) a party is substantially prevented from performing its obligations under the relevant SOW as a result of a Force Majeure Event for a continuous period of at least ninety (90) days.



7.2 Nasstar may, on written notice to the Customer, terminate a SOW (a) with immediate effect where the Customer has failed to pay any amounts due and payable under the SOW by the due date for payment, Nasstar has given the Customer written notice of the overdue amounts and requiring payment of those amounts within at least ten (10) days of the date of the notice, and the overdue amount remains unpaid by the end of the period specified in the notice; and (b) at any time on not less than 90 days' notice.

7.3 The rights of termination expressly set out in these Professional Services Terms and in each SOW are intended to be exhaustive. To the maximum extent permitted by law, the parties agree that all other termination rights, whether arising under common law or otherwise, shall not apply. Without prejudice to the foregoing, the Customer shall not have any right to terminate a SOW for convenience following its execution.

7.4 On termination of a SOW, Nasstar shall be entitled to invoice the Customer for, and the Customer agrees to pay all charges for: (i) Professional Services performed and Deliverables provided up to and including the termination date (including for work in progress); (ii) all charges that would otherwise become due and payable for the remainder of the committed term of the SOW, except if the Customer has properly terminated for Nasstar's material breach of these Professional Services Terms, in which case the Customer shall pay any reasonable stranded costs incurred by Nasstar in contemplation of the SOW continuing for its full term to the extent that Nasstar cannot reasonably mitigate these costs; and (iii) any other amounts expressed to be due and payable on termination of the SOW. Except as expressly set out in a SOW, the Customer shall not be entitled to a refund of any pre-paid amounts for the unexpired portion of the applicable term.

8. Liability

8.1 Nothing in this clause 8 shall have the effect of limiting or excluding Nasstar's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, under s.12 of the Sale of Goods Act 1979 or for any other liability

that cannot be excluded or limited under applicable law.

8.2 Subject to clause 8.1, Nasstar shall not be liable to the Customer for any: (i) indirect or consequential loss; (ii) loss of actual or anticipated revenue or profits, loss of business opportunity, or loss of contract; (iii) loss of anticipated savings, wasted expenditure, business interruption or loss or corruption of data, or (iv) loss or damage to goodwill or reputation, in each case howsoever arising and no matter how fundamental (including by reason of Nasstar's negligence).

8.3 Subject to clause 8.1 and clause 8.2, Nasstar's total liability to the Customer in relation to any Professional Services or Deliverables (whether arising under contract, tort including negligence, statute or otherwise) shall be limited to the Fees paid by the Customer to Nasstar for those Professional Services or Deliverables under the relevant SOW.

9. General

9.1 **Confidentiality.** Each party agrees to treat all Confidential Information of the other party as strictly confidential and not to disclose such Confidential Information to any person, except: (a) where required by law or order of the courts, or by any securities exchange or regulatory or governmental body to which such party is subject; (b) where disclosed on a necessary basis to its professional advisers, insurers, auditors, shareholders and bankers; (c) where the Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; (d) where disclosed to the party's agents, directors, officers, employees, sub-contractors or suppliers in connection with the performance of that party's obligations under the relevant SOW and provided that such persons are made aware of the confidential nature of the Confidential Information and are bound by obligations of confidentiality in respect of the Confidential Information that are substantially equivalent to those set out in this clause; or (e) with the prior written approval of the other party. This clause shall continue to bind the parties for a period of three (3) years following the date of completion or termination of the applicable SOW.



9.2 Assignment, sub-contracting, and other dealings. (a) The Customer must not assign or transfer any of its rights or obligations under a SOW without the prior written consent of Nasstar. Any purported assignment or transfer in breach of this sub-clause (a) shall be ineffective. (b) The Customer hereby consents to any assignment or transfer of Nasstar's rights or obligations under a SOW to another member of Nasstar's corporate group or to any person or entity acquiring all or substantially all of the assets of Nasstar's business. (c) Nasstar may subcontract the performance of any of its obligations under the SOW to a third party provided that, unless otherwise stated, Nasstar shall remain liable to the Customer for the subcontracted obligations.

9.3 Force Majeure. Nasstar shall not be liable for any failure or delay in performing its obligations under these Professional Services Terms or a SOW to the extent caused by a Force Majeure Event. Nasstar shall notify the Customer of the Force Majeure Event without undue delay and take reasonable precautions to mitigate the effects of the Force Majeure Event.

9.4 Relief Events. Nasstar shall have no liability for any failure or delay in performing its obligations under a SOW (and, in the case of delay, shall be entitled to a reasonable extension of time for performing its affected obligations) to the extent arising from: (a) a failure by the Customer to comply with any of its obligations in connection with a SOW; or (b) an assumption specified in the relevant SOW being materially incorrect.

9.5 Corruption, bribery and sanctions. Each party shall comply with all applicable laws and regulations regarding anti-corruption and anti-bribery. The Customer warrants and undertakes to Nasstar that neither it nor any of its personnel are or shall be the subject of any sanctions enforced by the US, the UK, the EU, or any EU member state, and the Customer shall not use the Professional Services or the Deliverables to engage, facilitate, or support any person or entity that is the subject of such sanctions.

9.6 Modern slavery. Each party shall comply with all applicable laws and regulations regarding anti-slavery and shall have and maintain throughout

the term of each SOW policies and procedures for ensuring compliance with such laws and regulations. Each party shall promptly notify the other on becoming aware of any slavery or human trafficking in its supply chain relevant to the provision or receipt of the Professional Services or the Deliverables.

9.7 Survival. All clauses that are intended expressly or by implication to survive expiry or termination of any SOW shall remain in full force and effect following such expiry or termination.

9.8 Entire agreement. The SOW and these Professional Services Terms constitute the entire agreement and understanding between the parties relating to the subject matter of the relevant SOW and supersede any other agreement or understanding (written or oral) between the parties relating to the same. Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by the other party or any other person except as expressly set out in the SOW or these Professional Services Terms, in respect of which its sole remedy shall be for breach of contract. Nothing in this clause shall exclude or limit the liability of any person for fraud, including fraudulent misrepresentation.

9.9 Counterparts. A SOW may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy.

9.10 Changes. Except as expressly provided otherwise in a SOW, no purported change or variation to a SOW shall be effective unless agreed in writing.

9.11 Waiver. The failure to exercise or delay in exercising a right or remedy shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach by the other party shall constitute a waiver of any subsequent breach of the same or any other provision.

9.12 Rights and remedies. Except as expressly provide otherwise in a SOW, the rights and remedies provided under the SOW and these Professional Services Terms are in addition to, and



not exclusive of, any rights or remedies provided by law.

9.13 **Severance.** If any provision of these Professional Services Terms or a SOW is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable (and clause 9.10 shall not apply in respect of such modification). If this modification is not possible, the provision shall be deemed deleted.

9.14 **No partnership or agency.** Nothing in these Professional Services Terms or a SOW shall give rise to any relationship of partnership, joint venture, or profit sharing between the parties.

9.15 **Notices.** Any notice to be given under these Professional Services Terms or a SOW must be given in writing. Notices to Customer shall be sent by e-mail to the address(es) specified in the SOW or by post or delivery to Customer's registered address, and notices to Nasstar shall be sent by e-mail to the address(es) specified in the SOW (with a copy to legal@nasstar.com) and with a copy by post or delivery to Nasstar's registered address. A notice sent in accordance with this clause shall be deemed effective: (i) if sent by email, when received by the recipient's e-mail server; (ii) if delivered personally, when left at the party's registered address; or (iii) if sent by post, two Business Days after posting by registered post.

9.16 **Third-party rights.** A person who is not a party to a SOW has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of these Professional Services Terms or a SOW and the consent of such person shall not be required to affect any amendments to the same.

9.17 **Governing law and jurisdiction.** These Professional Services Terms, any SOW and any disputes arising therefrom shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the SOW, its subject matter or formation (including non-contractual disputes or claims).

10. Definitions and Interpretation

10.1 In these Professional Services Terms, unless the context otherwise requires, the below will be given the following meanings:

- (a) **"Business Day":** A day other than Saturday, Sunday or a bank or public holiday in England.
- (b) **"Background IPR":** in respect of each party, any intellectual property rights: (i) in existence before the date of a SOW and either owned by or licensed to that party; or (ii) created at any time independently of the performance of that party's obligations under a SOW; and (iii) including in each case all modifications, upgrades and enhancements to and derivatives of such rights.
- (c) **"Confidential Information":** Any information disclosed by or on behalf of a party which is described as confidential or which a reasonable businessperson would regard as confidential.
- (d) **"Customer Foreground IPR":** any Foreground IPR expressly specified in the relevant SOW to be owned by the Customer.
- (e) **"Customer Material":** any documentation, data, equipment, information, software, hardware, information systems or other material which the Customer provides in connection with any of the Professional Services.
- (f) **"Deliverables":** the deliverables or outputs that will be produced by Nasstar or that Nasstar will supply in its provision of Professional Services under a SOW, and which are identified as Deliverables in the relevant SOW, but excluding any Third Party Products, connectivity services, numbers, or any other deliverables or outputs which, in each case, are: (i) supplied or resold by Nasstar under separate terms and conditions referenced in a SOW; (ii) supplied or resold by Nasstar in a standalone order; or (iii) purchased by the Customer from a third party licensor or distributor.



- (g) **"Fees"**: the fees, charges, prices, and other amounts payable by the Customer to Nasstar in respect of the Professional Services and Deliverables, as specified or determined in the relevant SOW.
- (h) **"Force Majeure Event"**: Any cause or event that is beyond the reasonable control of the affected party, to the extent that the affected party is without fault in causing or failing to prevent such occurrence.
- (i) **"Foreground IPR"**: all intellectual property rights created specifically for the Customer under a SOW a, including all intellectual property rights to the Deliverables, but excluding any Nasstar Background IPR and any rights in Third Party Products.
- (j) **"Nasstar IPR"**: Nasstar's Background IPR and the Foreground IPR, other than the Customer Foreground IPR.
- (k) **"Professional Services"**: any professional services to be provided by Nasstar to the Customer as specified in a Statement of Work.
- (l) **"Reimbursable Expenses"**: all reasonable travel, accommodation, and living expenses paid or incurred by Nasstar or any Nasstar personnel in the course of performing the Professional Services, and any other costs or expenses which are otherwise reimbursable in accordance with a SOW.
- (m) **"Specification"**: Any specification including any relevant plans or drawings that are agreed in writing by the Customer and Nasstar.
- (n) **"Standard Business Hours"**: 09:00 – 17:30 Monday to Friday excluding bank and other public holidays in England and Wales.
- (o) **"Statement of Work" or "SOW"**: an agreement in writing between Nasstar and the Customer for the provision by Nasstar of Professional Services.
- (p) **"Third Party Product"**: any third party software, hardware, product or service that Nasstar makes available to the Customer.
- (q) **"Third Party Terms"** : the terms and conditions under which a Third Party Product is made available to the Customer, including any terms and conditions governing the provision and use of the Third Party Product, any warranty, any end-user licence agreement, any applicable 'click-wrap' licence terms and any acceptable use policies of the third party provider.

10.2 In these Professional Services Terms and any SOW, unless the context requires otherwise: (a) any reference to an enactment includes that enactment as amended, extended, consolidated, or re-enacted, and any subordinate legislation made under that enactment; (b) the singular includes the plural and vice versa; (c) any reference to a party includes its successors and permitted assigns; (d) any reference to something being "written" or "in writing" includes e-mail; (e) any reference to an English legal term includes, in any jurisdiction other than England, what most closely approximates that English legal term in that jurisdiction; (f) the words "includes", "including" and any similar words or expressions do not limit the generality or extent of any other words or expressions; (g) the headings in these Professional Services Terms do not affect its interpretation; (h) an obligation for a party not to do something includes an obligation for that party not to cause or permit that thing to be done; (i) in the event of any conflict between the terms of the SOW and these Professional Services Terms, a term contained in the SOW shall have priority; and (j) if any capitalised term (or term beginning with a capital letter) is used but not defined in these Professional Services Terms or any SOW, the term shall be given its generally accepted meaning in the information and communications technology industry or, if it does not have such a meaning, its ordinary meaning in its context.