

# Nasstar Software Terms

## 1. Software

1.1 Nasstar and its licensors reserve all right, title and interest in and to the Software, the technology used to provide the Software, any documentation provided with the Software, and all intellectual property rights in the foregoing. The Customer shall not acquire any ownership rights in or to the Software or any related documentation.

1.2 To the extent permitted by law, unless otherwise expressly provided in these Terms Nasstar provides all Software "as is" and without any warranties, guarantees, or representations of any kind, whether express or implied, including any warranties, guarantees, or representations of merchantability, fitness for a particular purpose, or non-infringement.

1.3 In relation to any Third Party Software or third party firmware, to the extent that Nasstar is permitted to do so under its contracts with the relevant third parties, it will pass on the benefit of any warranties to the Customer which it receives from those third parties in relation to the Third Party Software or firmware.

1.4 Any Third Party Software or firmware supplied by Nasstar will be subject to any applicable terms or conditions under which the Third Party Software or firmware is made available, including any terms and conditions governing the provision and use of the Third Party Software or firmware, any applicable 'click-wrap' licence terms, end user licence agreements, and any acceptable use policies set by the third party provider of the Third Party Software or firmware (collectively, "**Third Party Terms**").

1.5 The Customer shall comply with all Third Party Terms and shall reimburse Nasstar for all reasonable losses, costs or damages that Nasstar may incur or suffer as a result of the Customer failing to comply with the Third Party Terms.

1.6 Nasstar will supply Software in object code form only, unless otherwise agreed in writing. Nasstar shall not be under any obligation to provide and the Customer shall have no right to receive any source code with respect to any Software or any right

for any third party to have access to any source code with respect to any Software unless and to the extent permitted by the applicable Third Party Terms.

1.7 To the extent that the Software is combined, configured or customised in accordance with a Specification supplied by the Customer, the Customer shall indemnify Nasstar against all liabilities, costs, expenses, damages and losses (which shall constitute any direct or legal and other reasonable professional costs and expenses) suffered or incurred by Nasstar in connection with any claim made against Nasstar for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Nasstar's (or its third party provider's) use of the Specification. This clause 1.7 shall survive termination or expiry of any Order for Software.

1.8 Depending upon the Software provided, the Customer may be issued with a unique licence key ("**Licence Key**") which will grant access to the Software in accordance with the type of licence purchased by the Customer.

1.9 If a Licence Key is provided, Nasstar may employ a usage tracking tool which will report on the number of users consuming the Software under the licence.

1.10 Nasstar reserves the right to revoke the Licence Key if that Licence Key is used by more users than the licence(s) purchased by the Customer permit.

1.11 If the usage tracking tool determines that an invalid Licence Key has been used, or if the Software is revoked under clause 1.10, the Software may perform a silent fail.

1.12 Nasstar reserves the right to audit usage of the Software to determine whether the number of users consuming the Software is in line with the terms of licence.

1.13 Nasstar also reserves its right to recover payment from the Customer for additional licence fees for any users in excess of the number of users for which the Customer has purchased a licence in accordance with clause 3.



## 2. Software Assurance

2.1 A maintenance service for certain Software (“**Software Assurance**”) is available and if purchased under an Order, will be provided by Nasstar in accordance with the applicable Third Party Terms or such other terms describing the Software Assurance as Nasstar has made available to the Customer, and for so long as the Software Assurance Fee is paid (or, if included as part of your licence, for the duration of the term of the licence). This clause 2 will only apply where Software Assurance is sold.

2.2 As part of the purchased Software Assurance, Nasstar will investigate issues raised by the Customer to determine if the problem is a Software bug or user support issue. If a Software bug is identified, Nasstar will use reasonable endeavours to investigate a workaround, patch or version update in order to correct the issue.

2.3 Software Assurance will not cover problems arising as a result of the Customer’s incorrect use of the Software or failure to follow installation advice. If the issue raised by the Customer is a configuration or implementation issue requiring user support, this will not be covered by Software Assurance and must be handled via the purchase of consultancy time from Nasstar under a separate contract.

2.4 In the event that product improvement upgrades and/or updates (including but not limited to security hotfixes and rollup updates) of the Software are developed (“**Upgrades and/or Updates**”), Nasstar will only make such Upgrades and/or Updates available to the Customer as part of Software Assurance, and provided all Licence Fee and Software Assurance Fee payments are up to date. If Software Assurance has been purchased, the Customer commits to moving to the new version within twelve (12) months of release.

2.5 Nasstar provides hotfix and rollup updates for a period of twelve (12) months following the release of a new version of the Software.

2.6 Nasstar may, at its discretion, provide advice to you about recommended hardware for on-premise deployment; however, support of such hardware is not deemed to be included in the Licence Fees, but may be supplied if a separate contract

specific to that hardware has been agreed in writing between Nasstar and the Customer.

2.7 The Customer is responsible for determining whether the Software and any hardware is suitable or appropriate for its needs, and Nasstar shall have no liability in respect of any advice or recommendations in relation to the Software or any hardware, except where such advice or recommendations are provided under a separate professional services engagement.

## 3. Licence fees

3.1 The Licence Fee payable by the Customer for Software will depend on the licensing metrics under which it is supplied (such as the number of users). The Customer shall keep accurate and complete records relating to its use of the Software (including the number of users or usage metrics on which the Software is licensed) and shall provide such records to Nasstar at any time on request.

3.2 If the Customer has failed to pay for the correct level of usage, or if there is any other payment shortfall, the Customer shall within thirty (30) days of notification from Nasstar: (a) make good any payment shortfall; (b) purchase the necessary additional licences; (c) pay such sum(s) as Nasstar may be liable to pay to its licensors for such excess or incorrect usage (whether for the relevant number of users or otherwise), which will include in the case of any Microsoft Software product, one hundred and twenty five percent (125%) of the unit price for such product for the period and volume of use (or such other amount as Microsoft may from specify time to time as being payable in the case of excess or incorrect usage); and (d) reimburse Nasstar and its licensors (as appropriate) for the expenses incurred by them in conducting any review or audit where this uncovers any payment shortfall of five percent (5%) or more.

3.3 Any additional Software licences must be purchased for the period from the effective date of the contract or Order under which the Software was originally supplied, unless the Customer can evidence a different duration of usage to the reasonable satisfaction of Nasstar (and its licensors where applicable). This shall not prevent the Customer from changing the number of Users using any Software supplied by Nasstar on a consumption basis.



#### 4. Compliance and acceptable use

4.1 All Software and related documentation is licensed to the Customer subject to applicable laws regarding the export of software programs and related documentation, including without limitation, those of the United States of America, the United Kingdom and the European Union. The Customer agrees to comply with all such applicable laws.

4.2 The Customer shall not use the Software or any other services provided by Nasstar to engage in the manufacture, use, distribution or transfer of counterfeit, pirated or illegal software. If the Customer becomes aware that any of its users, employees, agents, or authorised sub-licensees have used the Software or any other Nasstar services for any such activities (whether in the course of their duties or otherwise), the Customer shall inform Nasstar immediately to the extent that it may do so in accordance with applicable law.

4.3 The Customer shall not: (a) hinder the functioning of the Software, including by way of 'hacking' the Software or otherwise attempting to gain unauthorised access to the Software or attempting to circumvent any components or features including any technical, administrative or security measures or processes of the Software, (b) test or monitor the Software for any vulnerabilities without Nasstar's express prior written consent (such consent not to be unreasonably withheld or delayed, but may be subject to reasonable conditions such as Customer's compliance with Nasstar's information security and testing policies); (c) use the Software in violation of applicable laws; (d) intentionally distribute viruses via the Software; (e) use the Software in a manner that is libellous or harmful to others or infringes the intellectual property rights of any third party; (f) allow any third party that is not authorised by Nasstar to access the Software; (g) access or use any information stored on or made available using the Software to which it is not entitled or authorised to use pursuant to an Order; or (h) disrupt or degrade the performance of the Software.

4.4 It is the Customer's responsibility to maintain the security of any user access keys or passwords and the Customer accepts all risks associated with unauthorised access to the Customer's account via its user's access keys. Customer shall immediately notify Nasstar if the

Customer learns of an unauthorised use of any of its users' access keys or passwords.

4.5 During the term of the Contract and for a period of three (3) years thereafter, the Customer shall allow Nasstar or its licensors (or their duly authorised representatives), at reasonable times and on reasonable notice, to access and take copies of all relevant documentation in the Customer's possession or control and to access all Customer systems and equipment as is reasonably required for the purpose of verifying that the use of the Software by the Customer and its users is in accordance with the terms of the Order and to verify the Customer's compliance with the Order generally. Any such verification shall occur not more than once during each twelve (12) month period, save where Nasstar has reasonable grounds for supposing that there has been breach or malfeasance on the Customer's part or in the case of a Government Intervention.

4.6 The Customer shall not: (a) remove alter or obscure any watermark or proprietary notice (including any notice of copyright or trademark) of Nasstar or its affiliates and partners; (b) use the Software for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Nasstar; or (c) distribute, resell or permit access to the Software by any third party.

4.7 Nasstar shall have the right to remotely access the Customer's account and to monitor its use of the Software from time to time for the purposes of: (a) providing the Software; and (b) ensuring the Customer's use of the Software is in accordance with these Software Terms, any applicable Third Party Terms and any other contractual terms agreed in writing with the Customer. Any access or monitoring in accordance with this clause shall not unduly disrupt the Customer's use of the Software.

#### 5. Delivery of software

5.1 If Nasstar provides the Software in digital form without physical media, it shall notify the Customer of the expected date from which the Software will be available for the Customer to access and download.

5.2 Nasstar will notify the expected delivery date where this is available. Any dates quoted for



provision of the Software are approximate only, and the time of delivery is not of the essence. Should the Software not be made available within three (3) Business Days of the expected delivery date, the Customer shall notify Nasstar in writing. If the Software or the physical media on which it is supplied are received incomplete, incorrect or damaged, the Customer must notify Nasstar within three (3) Business Days of delivery. If no such notice is received by Nasstar within such time period, the Customer will be deemed to have accepted the Software. Unless otherwise specified in the Order, no other acceptance procedures or acceptance tests shall apply to the Software.

5.3 Nasstar will not be liable for the Customer's failure to download the Software successfully, unless Nasstar has agreed in writing to perform the download or installation for the Customer.

## **6. Third Party Providers**

6.1 The Customer acknowledges that the Software may be hosted by a third party cloud provider. The Customer shall comply with any terms and conditions relating to the third party hosting services as notified to the Customer from time to time.

6.2 The Customer acknowledges that the Software may enable or assist the Customer to access or interact with the content, products or services of third parties and the Customer shall do so solely at its own risk. Nasstar makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to third party content, products or services or any transactions completed or any contract entered into between the Customer and any such third party.

## **7. Term and Termination**

7.1 Subject to the applicable Third Party Terms, any Software licence or subscription shall renew automatically on the expiry of the applicable Licence Period unless either party has provided written notice to the other party to terminate the Software licence or subscription not less than thirty (30) days before the expiry date of the current Licence Period or such other period of notice as may be specified in the relevant Order.

7.2 Any breach of these Software Terms shall constitute a material breach of the Order under which the Software is supplied and shall permit Nasstar to terminate the Order.

7.3 Following notice of termination of any Order under which Software is provided or termination or expiry of the relevant Software licence or subscription, the Customer shall immediately cease to use the Software and promptly delete the Software from its systems or equipment and return to Nasstar or destroy all partial or complete copies of such Software in its possession (and provide satisfactory evidence to Nasstar in the case of destruction).

7.4 Nasstar may treat the Customer's breach of any Third Party Terms as a breach of contract and terminate its contract with the Customer with immediate effect.

7.5 Nasstar shall notify the Customer when any Software (including any Third Party Software) enters its end of life phase and specify the date on which the provision or support (including Software Assurance) of that Software will terminate. The relevant Software licence or subscription and any Software Assurance provided in respect of that Software will then terminate on the date specified in Nasstar's notice without further liability to the Customer.

## **8. Price and payment**

8.1 The fees for the Software will be the fees set out in the applicable Order or, if no fee is quoted, the fees set out in Nasstar's published price list in force as at the date of the Order. The price of the Software may change prior to delivery to reflect any increase in Nasstar's costs of supply (including as a result of tariffs, tax changes and/or exchange rate fluctuations, where applicable). Nasstar will notify such an increase to the Customer and the Customer may cancel its Order (to the extent it relates to such Software) by written notice to Nasstar within five (5) days of being notified of the increase, failing which the Customer shall be deemed to have accepted it.

8.2 The Customer shall pay all properly invoiced amounts: (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 Order; (b) in the currency set out in the



relevant Order, 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.

8.3 The price of the Software is exclusive of VAT and any withholding tax.

8.4 If an amount due for payment by the Customer under an Order for Software 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 provision of the Software (and any Customer rights to use the Software) 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.

8.5 Nasstar may change the Licence Fees payable for any Software: (a) in respect of Third Party Software, at any time to pass through any increase in the costs of such Third Party Software charged by the relevant third party provider; and (b) in respect of any other Software, on each anniversary of the start date of the initial Licence Period. Nasstar shall provide not less than thirty (30) days' notice of any change to the Licence Fees under this clause or such shorter period of notice as provided by the third party in relation to any increase in the costs of Third Party Software. Clause 10.9 shall not apply to any change to the Licence Fees under this clause.

## **9. Liability**

9.1 Nasstar's total liability to the Customer in relation to any Software during each Licence Period (whether arising under contract, tort including negligence, statute or otherwise) shall be limited to the Charges paid by the Customer to Nasstar for that Software in the applicable Licence Period.

9.2 The Customer acknowledges that Nasstar shall not be responsible for any loss of or damage arising out of or in connection with any negligence or misuse of the Software or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify

Nasstar in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Nasstar arising out of, or in connection with any failure by the Customer to comply with these Software Terms.

9.3 Nasstar shall not be liable for any damage to persons or property caused by the Software after delivery and whilst in the possession or under the control of the Customer.

9.4 A material breach of these Software Terms by the Customer may cause irreparable injury for which monetary damages would not be an adequate remedy and therefore that Nasstar will be entitled to seek equitable relief in addition to any other available remedies.

9.5 The provision of the Software to the Customer is on an "as is" and "as available" basis and the Customer acknowledges and agrees that Nasstar will have no liability whatsoever for any bug, error, omission, deficiency or defect in the Software. Nasstar disclaims all warranties, express, implied or statutory, with respect to the Software, Software Assurance and any related services, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement or results to be obtained.

9.6 The Customer's use of or reliance upon the Software is at the Customer's sole risk and discretion and the Customer shall assume sole responsibility for the selection of the Software and for the installation, use and results obtained from the Software. The entire risk as to the quality and performance of the Software is with the Customer.

9.7 Nasstar is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software may be subject to limitations, delays and other problems inherent in the use of such communication facilities.

9.8 Nothing in this clause 9 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.

## 10. General

**10.1 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 applicable 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 Order for Software 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 expiry of the final Licence Period under the applicable Order.

**10.2 Assignment, sub-contracting, and other dealings.** (a) The Customer must not assign or transfer any of its rights or obligations under an Order for Software 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 an Order for Software 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 Order to a third party provided that, unless otherwise stated, Nasstar shall remain liable to the Customer for the subcontracted obligations.

**10.3 Force Majeure.** Nasstar shall not be liable for any failure or delay in performing its obligations under these Software Terms or an Order for Software 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.

**10.4 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 Software to engage, facilitate, or support any person or entity that is the subject of such sanctions.

**10.5 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 Order 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 Software.

**10.6 Survival.** All clauses that are intended expressly or by implication to survive expiry or termination of any Order for Software shall remain in full force and effect following such expiry or termination.

**10.7 Entire agreement.** An Order for Software, and these Software Terms, constitutes the entire agreement and understanding between the parties relating to the subject matter of the relevant Order and supersedes 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 Order or these Software 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.



**10.8 Counterparts.** An Order for Software 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.

**10.9 Changes.** Except as expressly provided otherwise in an Order for Software, no purported change or variation to the Order shall be effective unless agreed in writing.

**10.10 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.

**10.11 Rights and remedies.** Except as expressly provide otherwise in an Order for Software, the rights and remedies provided under the Order are in addition to, and not exclusive of, any rights or remedies provided by law.

**10.12 Severance.** If any provision of these Software Terms or an Order for Software 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 10.9 shall not apply in respect of such modification). If this modification is not possible, the provision shall be deemed deleted.

**10.13 No partnership or agency.** Nothing in these Software Terms or an Order for Software shall give rise to any relationship of partnership, joint venture, or profit sharing between the parties.

**10.14 Notices.** Any notice to be given under these Software Terms or an Order for software must be given in writing. Notices to Customer shall be sent by e-mail to the address(es) specified in the Order 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 Order (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.

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

**10.16 Governing law and jurisdiction.** These Software Terms, any Order for Software 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 Order, its subject matter or formation (including non-contractual disputes or claims).

## **11. Definitions and Interpretation**

**11.1** In these Software 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) **"Charges"**: The applicable price payable for the Software in accordance with these Software Terms.
- (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) **"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.
- (e) **"Government Authority"**: Any police, judicial, governmental or regulatory authority, any court or tribunal or any emergency services organisation acting within its authority and jurisdiction;
- (f) **"Government Intervention"**: Means (a) any decision, order, direction, instruction or requirement of a Government Authority for



Nasstar to take or omit to take any action including any suspension, termination or change relating to an Order for Software; (b) the removal or withdrawal or failure to obtain renewal of any authorisations or regulatory formalities required for any Order for whatever reason; or (c) any other requirement or restriction imposed under applicable law;

- (g) **“Licence Fees”**: The fees, charges, prices, and other amounts payable by the Customer to Nasstar in respect of the Software, as specified in the relevant Order.
- (h) **“Licence Period”**: The duration of any licence granted to the Customer to use the Software under these Software Terms, as specified in the relevant Order, and any renewal of such period under clause 7.1.
- (i) **“Order”**: A contract for the supply of Software between Nasstar and the Customer, whether in the form of a statement of work, service agreement, standalone order form, or other ordering document.
- (j) **“Specification”**: Any specification including any relevant plans or drawings that are agreed in writing by the Customer and Nasstar.
- (k) **“Software”**: The software (which may include Third Party Software and software provided as a service) specified in an Order under which Nasstar agrees to license or make available to the Customer;
- (l) **“Software Assurance Fee”**: The fees, charges, prices, and other amounts payable by the Customer to Nasstar in respect of any Software Assurance provided by Nasstar under an Order, as specified in the relevant Order.
- (m) **“Third Party Terms”**: has the meaning given to it in clause 1.4.
- (n) **“Third Party Software”**: Software which is proprietary to a third party (including any open source software or software made available as a service) and which is supplied by Nasstar to the Customer.

11.2 In these Software Terms and any Order for Software, 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; (d) 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; (e) the words “includes”, “including” and any similar words or expressions do not limit the generality or extent of any other words or expressions; (f) the headings in these Software Terms do not affect its interpretation; (g) 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; and (h) if any capitalised term (or term beginning with a capital letter) is used but not defined in these Software terms or any Order, 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.

