

## TERMS OF BUSINESS

### 1. INTERPRETATION

- 1.1 "Astrium" means the trading name of Infoterra Limited of Atlas House House, 41 Wembley Road, Leicester LE3 1UT, United Kingdom, registered number 2359955.
- 1.2 "Agreement" means the agreement for the supply of the Products and/or Services subject to and in accordance with these Terms. References to the Agreement shall include any proposal; schedule or licence attached to, or referred to in, the Agreement.
- 1.3 "Customer" means the party so described in the Agreement and shall include its heirs, successors in title, permitted assigns and personal representatives.
- 1.4 "Price" means the price of the Products and/or the charge for the Services as set out in the Agreement.
- 1.5 "Products" means the products set out in the Agreement to be supplied to the Customer by Astrium.
- 1.6 "Services" means the services to be provided by Astrium under the Agreement.
- 1.7 "Site" means sites to which Astrium delivers or supplies any Products or Services.
- 1.8 "Terms" means the standard terms of business set out in this document including any special conditions supplemental to these Terms scheduled to the Agreement or otherwise agreed in writing by Astrium and the Customer.
- 1.9 References to documents signed by Astrium mean such documents signed by a duly authorised representative of Astrium.
- 1.10 Headings used in these Terms are for the purpose of information and identification only and shall not be construed as forming part of the Terms.
- 1.11 The Agreement shall be on these Terms (save as provided in clause 13) to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order specification or other document). Each order or acceptance of a quotation for the Products and/or Services by the Customer shall be deemed to be an offer by the Customer to purchase goods and/or Services subject to these Terms.
- 1.12 Unless as otherwise specified any contract shall only be effective from the date of acknowledgement by Astrium of a counter-signed receipt and acceptance of the Agreement by the Customer.

### 2. PRICE

- 2.1 The Price for the Services and/or Products shall be as set out in the Agreement.
- 2.2 The Price shall be exclusive of:
  - 2.2.1 VAT and other applicable taxes and duties (which shall be paid by the Customer in the manner and at the rate prescribed by law); and
  - 2.2.2 delivery, packaging, packing, shipping, carriage, insurance, travel, hotel and subsistence costs, cost of materials and external services (which may be charged to the Customer at cost unless the Agreement provides otherwise).

### 3. PAYMENT

- 3.1 Payment is due either within 30 days commencing on the date of the relevant invoice, or, if Astrium so requires, on or before delivery or supply, or as otherwise indicated in the Agreement.
- 3.2 If the Customer fails to make any payment on or before the due date or Astrium reasonably believes that the Customer will not pay when payments become due then, without prejudice to any other right or remedy available to Astrium, the whole of the Price shall fall due and payable without demand and Astrium shall have the right:
  - 3.2.1 to treat the Agreement as having been cancelled by the Customer and decline to supply any Products or Services for which payment has not been made (whereupon the Customer shall pay any applicable cancellation charges);
  - 3.2.2 to deduct from, or set-off against, any monies due to the Customer any sums owed by the Customer to Astrium;
  - 3.2.3 to charge the Customer interest on the unpaid amount (before and after judgement) at a daily rate equal to 4 per cent per annum above the base lending rate from time to time of National Westminster Bank plc from the due date until payment is received. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

#### 4. STAFF

- 4.1 Staff of Astrium and the Customer shall comply with such rules and regulations as are notified to them for the conduct of staff when present on the premises of the other party.
- 4.2 The Customer will not, without the prior written consent of Astrium, approach or contact, with the intention of employing, engaging or retaining, any employee of Astrium engaged on or connected with the Services or Products to be provided under the Agreement. This restriction will apply during the term of, and for one year following the expiry or termination of, the Agreement.

#### 5. CUSTOMER OBLIGATIONS

- 5.1 The successful and timely performance by Astrium of its obligations depends on the Customer's prompt performance of its obligations under the Agreement including, among others, those described in this Clause 5.
- 5.2 If Astrium's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, the Customer shall be liable to pay to Astrium on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death or any person and loss of opportunity to deploy resources elsewhere), subject to Astrium confirming such costs, charges and losses to the Customer in writing.
- 5.3 The Customer shall notify Astrium forthwith of the name of the person(s) who will act as the sole contact point and channel of communication for the provision by Astrium of the Services and Products and of any change in the identity of such person(s).
- 5.4 The person(s) so notified shall:
- 5.4.1 be authorised to make binding decisions for and on behalf of the Customer with regard to the Agreement; and
  - 5.4.2 provide Astrium with all information concerning the Customer's operations and activities which may be required by Astrium for the performance of its obligations under the Agreement.
- 5.5 The Customer agrees that Astrium shall not be liable for and shall not be required under any circumstances (although may agree to do so at an additional charge) to diagnose or rectify any fault arising from:
- 5.5.1 the improper use, operation or neglect of Products;
  - 5.5.2 any alteration, modification to or maintenance of Products by any party other than Astrium without Astrium's written consent;
  - 5.5.3 the failure to maintain a suitable environment for Products;
  - 5.5.4 the transportation or relocation of Products unless this has been performed by or under the direction of Astrium;
  - 5.5.5 any disaster or accident affecting the Products including without limitation fire, flood, water, wind, lightning, vandalism or burglary;
  - 5.5.6 the Customer's failure, inability or refusal to give Astrium such access to the Products as Astrium requires;
  - 5.5.7 the failure by the Customer to implement recommendations in respect of the Product or solutions to faults previously advised by Astrium;
  - 5.5.8 any breach by the Customer of any of its obligations under the Agreement.
- 5.6 The Customer agrees:
- 5.6.1 to provide Astrium's representatives, employees, agents or sub-contractors with such office accommodation, facilities and access to the Site or any data of the Customer as may be reasonably necessary to carry out Astrium's obligations;
  - 5.6.2 that Astrium shall not be required to make a backup of any relevant data owned by the Customer prior to commencement of any work performed by Astrium and the Customer accepts that Astrium shall not be liable for any loss of such data; and
  - 5.6.3 to comply with all obligations on its part set out in the Agreement and all reasonable requests of Astrium.
- 5.7 The Customer and Astrium shall duly observe all their respective obligations under the Data Protection Act 1998 (and any statutory re-enactment in force from time to time).

## 6. DELIVERY

- 6.1 All dates or times for delivery of Products and for the performance of Services by Astrium are given in good faith and are indicative only. Time for delivery and performance shall not be of the essence of the Agreement and all deliveries of the Products shall be at the Customer's risk.
- 6.2 Each delivery of Products or supply of Services under the Agreement will be deemed to constitute a separate enforceable contract to which these Terms will apply.
- 6.3 Astrium may make and the Customer shall accept partial deliveries of Products.

## 7. INSTALLATION

Following installation of any Product by Astrium, Astrium will run such commissioning tests as it considers necessary to ensure that the Product is installed correctly. Unless specifically agreed otherwise by both parties in writing, upon successful completion of these tests, or the expiry of 14 days after delivery without the Customer notifying Astrium in writing of the failure of such tests, or if the Customer uses the Product for its business then the Customer shall be deemed to have accepted the Product with effect from the next day.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Title and all intellectual property rights in the Product, Services, works, ideas, data, information, knowhow and material embodying or giving expression thereto (together "Works") created by Astrium in carrying out its obligations under the Agreement, are and shall remain vested in Astrium or its licensors (as applicable). In respect of ideas, this Clause shall apply whether or not a final idea developed by Astrium originated or arose from a suggestion or unfinished idea of the Customer and the Customer hereby assigns to Astrium all intellectual property rights which are capable of assignment in any such ideas communicated to Astrium by the Customer.
- 8.2 To the extent that any Works submitted or disclosed by Astrium to the Customer constitute a pre-existing proprietary item of Astrium or a third party, title thereto and all intellectual property rights therein shall be vested in Astrium or such third party (as the case may be).

## 9. SOFTWARE

- 9.1 Copyright subsists in all software and all related documentation (whether printed or stored electronically) and modifications comprised in the Products and/or Services and supplied to the Customer under the Agreement. No part of the software may be copied, reproduced, reverse engineered or modified in any form by any means without the prior written approval of Astrium. The Customer shall enter into such licences of the software as Astrium may require and the rights of the Customer to use and reproduce the software are as set out in the licence the terms of which (subject to Clause 9.3) apply to the relevant software in precedence to these Terms if there is any conflict between them.
- 9.2 Where Astrium supplies software owned by a third party ("Third Party Software") to the Customer, the Customer agrees:
  - 9.2.1 to comply with any third party terms or conditions notified to it in relation to any licence supplied by the third party ("Third Party Licences").
  - 9.2.2 to indemnify Astrium against any losses, damages or expenses incurred by Astrium as a result of any breach by the Customer of Third Party Licences
  - 9.2.3 that Astrium shall not be responsible for the actions or default of any other party (or its representative) to a Third Party Licence;
  - 9.2.4 that all representations and warranties express or implied, by operation of law or otherwise, on the part of Astrium in respect of the subject matter of the Third Party Licences are expressly excluded including, but not limited to, any warranties with regard to satisfactory quality or fitness for any particular purpose.
- 9.3 Where the Customer enters into a separate licence for Astrium proprietary items or Third Party Software, such licence shall not operate to increase Astrium's liability for such items arising under the Agreement.

## 10. HARDWARE AND MAINTENANCE

Astrium shall provide maintenance services in respect of the hardware it supplies in accordance with the terms of the hardware manufacturer's warranty and subject to the Agreement, in particular Clause 5.5 above ("Maintenance Services"). Accordingly, Astrium shall provide the Maintenance Services for the period of time that the hardware manufacturer's warranty remains valid, as specified in the Agreement. For ongoing maintenance not so specified the Customer may enter into separate maintenance agreements with Astrium.

## 11. TECHNICAL SUPPORT

Astrium will supply to the Customer the technical support services detailed in the Agreement, subject to, in particular, Clause 5.5 above. Technical support services can include (where requested by the Customer and included in the Agreement) advice by telephone, post, on-line or on Site about the use of the Products, and the diagnosis and rectification of faults.

## 12. RETURNS

The Customer's attention is drawn to the provisions of Clause 12.1 in particular.

- 12.1 Astrium agrees to replace any hardware or Third Party Software (as defined in Clause 9 above) which Astrium has supplied to the Customer and which is found to be defective provided it is returned to Astrium within 14 days commencing on the day Astrium delivers the hardware or Third Party Software to the Customer. The Customer accepts that the period of 14 days is reasonable given that Astrium's suppliers will not generally replace any item returned after that period.
- 12.2 Subject to Clause 12.1, no replacement or refund will be given by Astrium after a Product has been delivered to the Customer, and, for clarity, the Customer does not have any right to return the Product solely as a result of its change of mind or change of needs.
- 12.3 If Astrium agrees to a return, it shall only be made if the Customer first obtains a valid returns authorisation number from Astrium. Returns shall be made to the Astrium premises at the Customer's risk and expense and in good condition carriage paid.

## 13. REQUESTS FOR CHANGES TO TIMETABLES AND CANCELLATION

- 13.1 Either party may request at any reasonable time before the expected date of completion of the work to be carried out under the Agreement that some change be made to any agreed schedule or timetable. Each party shall have the right to reject any such change requested by the other party but shall not exercise such right unreasonably. Change requests shall be made in writing.
- 13.2 When the parties agree to implement a change requested, the details of such change shall be specified and confirmed in writing by the parties. Astrium shall not be obliged to implement such change until such time as the change, and any revision to the relevant price and any timetable of work and/or delivery dates, shall have been so confirmed.
- 13.3 Notwithstanding Clauses 13.1 and 13.2, but subject to clause 15.2, in the event that the Customer cancels Services or causes delay to Astrium providing Services under the Agreement, except where Clause 14.2 below applies, Astrium reserves the right to implement a cancellation or rescheduling charge per Working Day where the Customer's action results in Astrium being unable to otherwise charge for the scheduled time. "Working Day" means the provision of the Services by one employee of Astrium to the Customer on any weekday 9.00 am to 5.00 pm. The Customer accepts that Astrium suffers loss as a result of such cancellation or delay and that the above charge is a reasonable pre-estimate of loss and is not intended as a penalty.

## 14. TRAINING SERVICES

- 14.1 Astrium will provide the training services as specified in a schedule attached to the Agreement.
- 14.2 Cancellation by the Customer of agreed training services may result in a cancellation charge. If termination is at least 60 days before the first day of training there will be no charge. Termination between 60 days and 15 days before the first day of training results in a charge of 50% of the relevant Price, although substitute delegates may attend. Termination within 14 days before the first day of training results in a charge of 100%, although substitute delegates may attend.
- 14.3 Astrium reserves the right to cancel, or to change the date or location of, a training course. In the case of cancellation a full refund will be made to the Customer.

## 15. CONSULTANCY

Astrium will supply consultancy services in accordance with the project specification and other relevant details as set out in a schedule attached to the Agreement.

## 16. CONFIDENTIALITY AND PUBLICITY

- 16.1 "Confidential Information" means any document, material, idea, or data or other information that relates to either party's research and development, trade secrets or business affairs or which is marked as confidential and disclosed in connection with the Agreement or as a result of discussions leading up to it. The pre-existing proprietary items referred to in Clause 8.2 shall be, or be deemed to be, Astrium's Confidential Information. Confidential Information does not however include any such document, material, idea, data, or other information that:

- 16.1.1 is known to the receiving party, under no obligation of confidence, at the time of disclosure by the other party; or
  - 16.1.2 is or becomes publicly known through no wrongful act of the receiving party; or
  - 16.1.3 is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the other party; or
  - 16.1.4 is independently developed by the receiving party.
- 16.2 Each party undertakes at all times to hold in confidence, to use only for the purposes of the Agreement and not to publish or otherwise disclose to any third party the Confidential Information.
- 16.3 Each party shall procure that its personnel having access to any Confidential Information shall be subject to the same obligations as that party and on request shall enter into a suitable secrecy agreement.
- 16.4 The Customer agrees that nothing in these Terms shall be construed to prevent or restrict Astrium from disclosing or using in the course of its business any technical knowledge, skills or expertise of a generic nature acquired by Astrium in the performance of the Agreement.
- 16.5 Astrium reserves the right to refer to the Customer in Astrium' publicity materials as being a Customer of Astrium. Neither Astrium nor the Customer shall publicise details of Astrium' work under the Agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed).

## 17. LIMITATION OF LIABILITY

The Customer's attention is drawn to the provisions of this Clause 17 in particular.

- 17.1 In providing the Services, Astrium shall have no obligation, duty or liability to the Customer under the Agreement, in tort or otherwise beyond that of a duty to exercise the reasonable skill and care to be expected of a similar business providing a similar Service in the same circumstances, in accordance with relevant standards current at the time.
- 17.2 The following provisions set out the entire financial liability of Astrium (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
- 17.2.1 any breach of the Agreement or these Terms;
  - 17.2.2 any use made of the Products or Services; and
  - 17.2.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.
- 17.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law, excluded from the Agreement.
- 17.4 All matters, issues or claims in relation to the Products and/or Services shall be governed by the Agreement to the exclusion of any other liability whatsoever under the law of tort or its equivalent in any other country. In the event that Astrium is in breach of the Agreement (a "Default") the liability of Astrium shall be determined in accordance with this Clause 17.
- 17.5 Subject to Clause 12.1 the Customer agrees to afford Astrium a reasonable period (if no period is specified in any applicable schedule to the Agreement) in which to remedy any Default.
- 17.6 Astrium shall be liable to the Customer for such direct losses incurred by the Customer that are attributable to the Default (or series of related Defaults) limited to an aggregate amount equal to the lesser of the sum of £1,000,000 or the Price.
- 17.7 Astrium shall not be liable to the Customer in respect of any Default for loss of profits, loss of goodwill or for any type of indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party).
- 17.8 No provision of the Agreement shall limit Astrium' liability for death or injury resulting from its own negligence or that of its employees, agents or subcontractors for fraudulent misrepresentation.
- 17.9 Unless expressly agreed in writing by Astrium all descriptions, specifications and project plans are approximate only and Astrium shall have no liability in respect of any non-material deviation from, or errors or omissions in, such descriptions, specifications or plans.

## 18. TERMINATION

- 18.1 No proper termination of the Agreement shall prejudice any other rights or remedies to which a party may be entitled or any accrued rights or liabilities of either party or the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination including, but not limited to clauses 4.2, 16, 17 and 20.
- 18.2 Either party may terminate the Agreement forthwith by written notice to the other party if:

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- 18.2.1 the other party commits a material breach of any of its obligations under the Agreement and does not take any action to remedy such breach within 30 days' notice from the other party to do so; or
- 18.2.2 the other party becomes bankrupt or enters into liquidation (other than for reconstruction or amalgamation) or has a receiver appointed over its assets or any part thereof or an administration order is served upon it.
- 18.3 In the event of termination pursuant to 18.2.1 no refund of the Price (or part thereof) shall be due to the Customer, and such termination shall not prejudice or restrict the rights or remedies of Astrium.
- 18.4 In the event of early termination or cancellation by the Customer, no refund of the Price (or part thereof) shall be made by Astrium.

## 19. FORCE MAJEURE

- 19.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), failures of suppliers, delays in deliveries to Astrium, telecommunication failures, insurrection or requirements or regulations of any civil or military authority (an "Event of Force Majeure").
- 19.2 Each of the parties hereto agrees to give notice containing relevant details to the other as soon as practicable upon becoming aware of an Event of Force Majeure and the other party shall grant a reasonable extension for the performance of the relevant obligations of the party so affected.
- 19.3 If either party shall have been prevented from fulfilling its obligations due to an Event of Force Majeure for more than 90 days then the other party shall be entitled to terminate the Agreement without liability in respect of the termination (the Customer shall nevertheless be liable to pay all sums accrued due up to the date of termination).

## 20. RISK AND TITLE

Risk in any Products will pass to the Customer upon delivery. Where title in any such Products is intended to pass to the Customer, it shall not do so until payment in full has been received by Astrium in respect of all Products and/or Services. Where payment remains outstanding for 60 days or more from its due date, the Customer grants an irrevocable licence to Astrium at any time (in addition to any other claim or remedy available to it) to enter any premises where it reasonably believes the Products are located, and to gain possession of the said Products.

## 21. WAIVER

The waiver by either party of a breach or default of any of the provisions of the Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under the Agreement operate as a waiver of any such breach or default by the other party.

## 22. NOTICES

Any notice, request, instruction or other document to be given under the Agreement shall be delivered or sent by first class post or by fax (such fax notice to be confirmed by letter posted immediately) to the address of the other party set out in the Agreement (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by fax) upon the expiration of 24 hours after dispatch.

## 23. INVALIDITY AND SEVERABILITY

If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the other provisions of the Agreement shall not be affected and shall remain in full force and effect. The parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the Agreement.

## 24. SUCCESSORS

The Agreement shall be binding upon and endure for the benefit of the successors in title of each of the parties.

## 25 ASSIGNMENT AND SUB-LICENSING

- 25.1 The Customer shall not be entitled to assign the Agreement or sub-license the use (in whole or in part) of any Products licensed to it under the Agreement without the prior written consent of Astrium.

25.2 Astrium may delegate, assign or sub-contract the performance of any of its obligations under the Agreement to third parties without the Customer's consent, provided however that in respect of any such delegation or subcontract, Astrium shall retain its contractual responsibility to the Customer (in accordance with, and subject to the limitations set out in, the Agreement). Astrium will advise the Customer of any assignment or subcontracting.

## 26. US GOVERNMENT REQUIREMENTS

The Customer is advised that the Products may be subject to US government export regulations. Accordingly the Customer warrants that any Products will not be exported from the UK unless prior approval in writing has been obtained from all regulatory authorities at the Customer's own expense. The Customer hereby undertakes to indemnify Astrium against any claims, losses, damages or expenses incurred by Astrium as a result of any breach by the Customer of this Clause 26.

## 27. THIRD PARTIES

The Customer acknowledges and agrees that these Terms shall not, nor do they purport to, confer on any third party a right to enforce any term of the Agreement. This provision confirms the intention of both parties for the purposes of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999.

## 28. GENERAL

The Agreement constitutes the entire agreement between the parties. Each party confirms that it has not relied upon any representation statement or undertaking not recorded in the Agreement as an inducement to enter into it. Where any term contained in the Agreement or any attached schedule conflicts with a term in these Terms, the term in the Agreement or schedule shall apply. No variation of the Agreement will be valid unless confirmed in writing by authorised signatories of both parties. If any court or competent authority decides that any of the provisions of these Terms and/or Agreement are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

## 29. LAW AND JURISDICTION

These Terms and any Agreement shall be governed by and construed in accordance with English law. The parties agree to submit to the exclusive jurisdiction of the English courts.