



TERMS AND CONDITIONS TO BE USED FOR: SYSTEMS INTEGRATION PROJECTS

The following Terms and Conditions apply to Systems Integration projects provided by Nessco Group Inc. and, Nesscointvsat Limited, referred to as "NESSCO" and, the Purchaser ("PURCHASER") executing the Contract, Statement of Work, Purchase Order, Service Order or Service Order Agreement (collectively "PURCHASE ORDER") either referencing these Terms and Conditions or to which these Terms and Conditions are attached, NESSCO and PURCHASER being referred to individually as a "Party" and, collectively, as the "Parties".

In the PURCHASE ORDER all capitalised words and expressions shall have the meanings assigned to them in these Terms and Conditions or elsewhere in the PURCHASE ORDER or any attachments to such PURCHASE ORDER.

NESSCO shall perform and complete the Services and/or provide such GOODS (collectively the "WORK") and the PURCHASER shall pay the PURCHASE ORDER PRICE as described in the PURCHASE ORDER.

1. Definitions

1.1 BUSINESS DAY with regards to System Integration projects provided by NESSCO, shall mean a day other than a Saturday or Sunday on which Banks are open for business in the City of London and with regards to System Integration projects provided by Nessco Group Inc, shall mean any other day other than a federal holiday.

1.2 CHANGE CONTROL NOTICE or CCN shall mean a request by NESSCO or PURCHASER to consider and, where applicable, authorise a change to the PURCHASE ORDER pursuant to the Article headed "Change Control".

1.3 COMMENCEMENT OF OPERATIONS shall mean the date upon which the PURCHASER commences operational use of the GOODS.

1.4 CONFIDENTIAL INFORMATION shall mean information identified as such and includes all information, ideas, concepts, trade secrets or knowledge of any kind whether commercial, financial, technical (including but not limited to software, systems, models, plans, data, charts, formulae, specifications, drawings and diagrams) or otherwise relating to the business affairs or methods of any one or more of the PARTIES;

1.5 DELIVERY DATE shall mean the date the GOODS are delivered in accordance with the Article headed "Delivery" and which, at the commencement of the PURCHASE ORDER, is forecast as the date stipulated in the PURCHASE ORDER.

1.6 DELIVERY POINT shall mean FCA (Free Carrier) NESSCO premises in accordance with Incoterms 2020.

1.7 DRAWINGS AND DOCUMENTATION shall mean the drawings and documentation created by or on behalf of NESSCO for the WORK pursuant to the Article headed "Drawings and Documentation".

1.8 GOODS shall mean all goods as specified in the PURCHASE ORDER.

1.9 INTELLECTUAL PROPERTY RIGHTS or IPRs shall mean all patents, copyrights (including in computer software), registered or unregistered design rights, trademarks, trade names, know-how, trade secrets, and other industrial or intellectual property rights of whatever nature.

1.10 MILESTONE/S shall mean the stage or stages on which the NESSCO shall complete certain stages of the WORK as defined in the PURCHASE ORDER.

1.11 PARTY shall mean, respectively, either NESSCO or PURCHASER and PARTIES shall be construed accordingly.

1.12 PURCHASE ORDER shall mean the contract entered into by NESSCO and PURCHASER and which consists of the PURCHASE ORDER FORM and these TERMS AND CONDITIONS.

1.13 PURCHASE ORDER FORM shall mean the PURCHASE ORDER, which sets out a description of the WORK and any particulars pertaining to either the WORK or the PURCHASE ORDER.

1.14 PURCHASE ORDER PRICE shall mean the price for the WORK specified in the PURCHASE ORDER.

1.15 NESSCO SUBCONTRACTORS shall mean a party with which NESSCO has a contract to supply certain



elements of goods or services, to be incorporated by NESSCO into the GOODS or SERVICES.

1.16 SERVICES shall mean all services that the NESSCO carries out in accordance with the provisions of the PURCHASE ORDER.

1.17 SITE shall mean client's site where NESSCO may deliver WORK.

1.18 SPECIFICATION shall mean the specification pursuant to the Article headed "Specification" and as amended pursuant to the Article headed "Change Control".

1.19 TECHNICAL INFORMATION shall mean all such information provided by or caused to be provided by the PURCHASER to NESSCO pursuant to the PURCHASE ORDER.

1.20 TERMS AND CONDITIONS shall mean these terms and conditions, which are expressly incorporated in full into the PURCHASE ORDER and supersede any conflicting provisions of the PURCHASE ORDER or any other document.

1.21 TEST PROCEDURES shall mean the written test procedures produced by NESSCO.

1.22 WORK shall mean all work that NESSCO is required to carry out including the SERVICES and any GOODS and DRAWINGS AND DOCUMENTATION to be delivered by NESSCO in accordance with the provisions of the PURCHASE ORDER.

1.23 PERSONAL DATA shall mean any information relating to an identified or identifiable natural person as defined by applicable data protection laws.

1.24 SECURITY INCIDENT shall mean any unauthorized access, use, disclosure, or loss of PURCHASER data or any breach of NESSCO's security measures.

1.25 CUSTOM WORK shall mean any modifications, configurations, customizations, or developments created specifically for PURCHASER under this PURCHASE ORDER.

2. Interpretations

All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing and shall be in the English Language.

3. Delivery

3.1 NESSCO shall be responsible for delivery of the GOODS to the DELIVERY POINT.

3.2 PURCHASER may at PURCHASER's option, request that NESSCO arrange onward delivery from the DELIVERY POINT on behalf of PURCHASER and at PURCHASER's cost and risk, to SITE or other location.

3.3 NESSCO reserves the right to make partial deliveries and issue separate invoices for each partial delivery.

4. Warranty

4.1 NESSCO warrants that the GOODS shall:

1. conform substantially as to quantity, quality, specification and description with the particulars stated in the PURCHASE ORDER; and
2. (unless otherwise specified in the PURCHASE ORDER) be new; and
3. be free from defects in materials and workmanship.

4.2 NESSCO warrants that any SERVICES provided shall be carried out with reasonable care and skill.

4.3 The warranty period shall be for 18 months commencing on the DELIVERY DATE of the GOODS in accordance with the Article headed "Delivery"; however, where NESSCO has carried out installation and commissioning of GOODS via SERVICES, the warranty period shall be for either 18 months commencing on the DELIVERY DATE of the GOODS in accordance with the Article headed Delivery, or 12 months from COMMENCEMENT OF OPERATIONS, whichever time period terminates earlier.

4.4 The warranty is subject to the GOODS being installed and utilised in their normal use, in accordance with the SPECIFICATION, the DRAWINGS AND DOCUMENTATION, and any other reasonable instruction or advice given by



NESSCO to the PURCHASER concerning the installation or utilisation of the GOODS.

4.5 The warranty shall exclude GOODS damaged as a result of being subjected to conditions beyond the limits of the SPECIFICATION, or which have been physically damaged, damaged by lightning or other electrical discharge, or which have been utilised with any apparatus or equipment other than that supplied or approved by NESSCO for use with the GOODS.

4.6 During the warranty period, the PURCHASER shall, at its own cost and risk, return any item not conforming to the warranty to NESSCO for repair or replacement at NESSCO's sole discretion. NESSCO shall re-deliver repaired or replaced items FCA NESSCO's premises, in accordance with Incoterms 2020, and the item shall be re-warranted on the basis set forth in this Article for a further period of 12 months from re-delivery.

4.7 The warranty is subject to the GOODS having been either installed by or under the supervision of NESSCO, or by the PURCHASER after having received NESSCO's training. Installation, training and other services shall be provided to PURCHASER in accordance with the Article headed SERVICES.

4.8 If PURCHASER chooses not to return the item to NESSCO in accordance with this Article, and instead continues to use such item or carries out, or causes to carry out, such remedial work or replacement itself, this shall be at PURCHASER's own cost and risk, and any unexpired part of the warranty period shall be deemed to be invalid.

4.9 In the event of NESSCO being unable to secure warranties as stated in this Article from its NESSCO SUBCONTRACTORS despite NESSCO's reasonable efforts to do so, the warranties given in this Article shall be amended to reflect the warranties available from the NESSCO SUBCONTRACTORS in respect of their goods, services or documentation incorporated into the GOODS, SERVICES or DOCUMENTATION only.

4.10 The warranties given in this Article shall have effect in place of any other warranties, including those that are implied in favour of the PURCHASER under legislation and any subsequent statutory modification or re-enactment thereof.

5. Service Levels

Where specified in the PURCHASE ORDER, NESSCO shall meet the performance standards and service level agreements set forth therein. Failure to meet agreed service levels shall entitle PURCHASER to service credits as specified in the PURCHASE ORDER.

6. Prices and Taxes

Unless otherwise expressly agreed in writing, all prices are based on FCA NESSCO's premises, in accordance with Incoterms 2020, and are exclusive of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon), including Sales or Value Added Tax (VAT) or similar transactional tax, as imposed by any appropriate government authority. Unless appropriate exemption certificates are furnished, the amounts of all such present and future taxes and charges shall be for the PURCHASER's account. For the avoidance of doubt, Taxes will be separately itemized on the invoice, collected by NESSCO, and timely remitted to the appropriate taxing or other governmental jurisdiction. All payments to be made without any deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority. If a Party is compelled to make any such deduction, it will pay to the receiving Party such additional amounts as are necessary to ensure receipt by the receiving Party of the full amount which that party would have received but for the deduction

7. Ownership and Title

7.1 The PURCHASER shall retain title to PURCHASER provided items and information, including but not limited to TECHNICAL INFORMATION, materials and equipment.

7.2 Title in the GOODS shall pass to PURCHASER on full payment in accordance with the Article headed "Payment Terms".

8. Risk of Loss

Risk of Loss in the GOODS shall pass to PURCHASER on the DELIVERY DATE in accordance with the Article headed "Delivery", including instances where PURCHASER requests that NESSCO arrange onward delivery thereafter on behalf of PURCHASER and at PURCHASER's cost, to PURCHASER's SITE or other location.



9. Payment Terms

9.1 For the performance of the WORK, the PURCHASER shall pay the PURCHASE ORDER PRICE at the time and in the manner specified below.

9.2 NESSCO shall submit to the PURCHASER an invoice at the end of each of the MILESTONES specified in the PURCHASE ORDER, or if no MILESTONES are specified, after the DELIVERY DATE.

9.3 Unless specified to the contrary in the PURCHASE ORDER referencing the timing for MILESTONES, within thirty (30) days from the date of a correctly prepared invoice ('the payment period'), the PURCHASER shall make payment in full in respect of such invoices without any suspension, set-off, deduction or discount, by means of payment into the bank and/or giro account stipulated by NESSCO.

9.4 If the PURCHASER disagrees with an element of the invoice, the PURCHASER shall notify NESSCO of the reasons within 7 days of the date of the invoice. If NESSCO agrees, NESSCO shall issue a credit note for the unaccepted part of the invoice. If NESSCO disagrees, the disputed element shall be set aside pending settlement of the dispute. Nothing in this clause shall release the PURCHASER from the obligation to pay the acceptable part of any invoice within the payment period.

9.5 On settlement of any dispute, the PURCHASER shall pay the outstanding amount within three (3) days from the settlement date ('the revised payment period').

9.6 Without prejudice to any other rights of NESSCO, PURCHASER shall be in default without any further notice if the payment period or revised payment period is exceeded.

9.7 Interest shall be payable for late payment of correctly prepared and supported invoices. The amount payable shall be based on the then current Bank of England "Base Rate" plus three (3) percent per annum and shall be calculated pro-rata on a daily basis. Interest shall run from the date on which the sum in question becomes due for payment in accordance with the provisions of this Article until the date on which actual payment is made. Any such interest to be claimed by NESSCO shall be invoiced separately and within ten (10) working days of payment of the invoice to which the interest relates. Payment of the invoice claiming interest shall be in accordance with the provisions of this Article. PURCHASER will pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by NESSCO in collecting any late payments or late payment fees. NESSCO may, within ten (10) days' notice to cure, but without waiving any rights or electing remedies under the PURCHASE ORDER, suspend or terminate any Service or delivery to PURCHASER in the event of non-payment of any amount due.

10. Change Control

10.1 A CHANGE CONTROL NOTICE (CCN) may be raised by either PARTY in the form to be agreed between the PARTIES and shall be submitted in writing to the other PARTY.

10.2 A CCN may relate to any matters provided for in the PURCHASE ORDER, including but not limited to MILESTONES, PURCHASE ORDER PRICE or the SPECIFICATION.

10.3 NESSCO shall keep a written record of all CCNs raised by either PARTY and whenever requested make such record available to PURCHASER.

10.4 NESSCO shall within 5 BUSINESS DAYS (or such other time as is mutually agreed) following delivery of such CCN advise PURCHASER by means of the CCN of the likely effect of such CCN on the PURCHASE ORDER, including:

1. the ability of the GOODS to meet the Specification; and
2. the MILESTONES; and
3. the Acceptance Test Plan and the Acceptance Criteria; and
4. the PURCHASE ORDER PRICE.

10.5 Following receipt of advice on the likely impact of the CCN, PURCHASER shall approve or reject the CCN and, if approved, NESSCO shall implement the CCN. If PURCHASER fails to approve or reject a CCN within 10 BUSINESS DAYS of receipt, and the CCN does not increase costs by more than 10% of the PURCHASE ORDER PRICE, the CCN shall be deemed approved.

10.6 Nothing in this Article shall be interpreted as requiring NESSCO to implement a CCN:

1. which is technically infeasible; or



2. which is outside the scope of the PURCHASE ORDER; or
3. prior to receiving approval of the CCN from PURCHASER.

10.7 No amendments, changes, additions or any other alterations to the PURCHASE ORDER shall be valid unless made in writing and executed by both PARTIES in accordance with this Article.

11. Services

11.1 NESSCO shall carry out SERVICES as specified in the PURCHASE ORDER at the day rates, prices and terms as quoted by NESSCO, and in accordance with the provisions of this Article.

11.2 PURCHASER shall be responsible for ensuring that all craftsmen, labourers, operators and all SITE facilities as may be required by NESSCO, including but not limited to transportation (including safe repatriation of NESSCO personnel in the event of dangerous conditions arising out of any situation, including a force majeure occurrence as defined in accordance with the Article headed Force Majeure), security, safe working conditions, utilities, equipment, tools, civil work, materials, cranes, welding, quay-side services and other facilities, are provided to NESSCO by PURCHASER free of charge.

12. Acceptance

12.1 In order to demonstrate that the GOODS conform substantially to the SPECIFICATION, NESSCO shall produce TEST PROCEDURES, which shall include for, all testable items in the SPECIFICATION, a description of the tests to be performed in respect of the GOODS.

12.2 NESSCO shall submit a draft of the TEST PROCEDURES to PURCHASER for review and, within 10 BUSINESS DAYS from the date of such submission, PURCHASER shall be entitled to provide comments thereon in writing. Following discussion of such comments, agreed changes to the draft TEST PROCEDURES shall be incorporated and, provided that the PARTIES are then agreed on all points of the TEST PROCEDURES, the TEST PROCEDURES shall be issued in final and agreed form. If PURCHASER makes no written comment during the said 10 BUSINESS DAY period, NESSCO shall be entitled to issue the TEST PROCEDURES in final and agreed form at the end of such period.

12.3 If the PARTIES are unable to agree on all points of the draft TEST PROCEDURES, the PARTIES shall forthwith report the failure to agree in accordance with the provisions of the Article headed "Escalation Procedure".

12.4 NESSCO shall not be obliged to commence testing of the GOODS until such time as the TEST PROCEDURES have been agreed upon. NESSCO shall notify PURCHASER when it is ready to run the tests and shall confirm that the GOODS meet the TEST PROCEDURES.

12.5 NESSCO shall give PURCHASER 5 BUSINESS DAYS prior notice in writing (or such other period of notice as may be agreed in writing) of the date of commencement of the tests, and PURCHASER shall be entitled to attend and witness the same.

12.6 On being so notified, PURCHASER shall forthwith within 5 BUSINESS DAYS make preparations to observe the running of the tests by NESSCO and shall ask NESSCO to commence such tests on the agreed date.

12.7 If PURCHASER fails to attend on the appointed date for the performance of the tests, NESSCO shall be entitled to proceed with such tests in PURCHASER's absence. The said tests shall be deemed to have been performed in PURCHASER's presence, and copies of all documents produced shall be made available to PURCHASER.

12.8 If the tests are met this shall be evidenced by means of a duly signed certificate, within 5 BUSINESS DAYS of the completion of the tests, and if applicable, the relevant MILESTONE shall be deemed completed; and NESSCO shall forthwith be entitled to invoice in accordance with the Article headed Payment Terms.

12.9 If the tests have not been met, PURCHASER shall notify NESSCO, detailing the failures within 5 BUSINESS DAYS of running the tests. No tests shall be deemed to have failed as a result of any deficiency which:

1. was not caused by NESSCO; or
2. was or should reasonably have been discovered by PURCHASER in a prior test which has not been notified to NESSCO hereunder in connection with such test, or
3. was minor in nature.



12.10 Where the GOODS have failed some or all of the tests carried out pursuant to this Article, NESSCO shall as soon as reasonably practical endeavour to revise the GOODS, if necessary, in such a way that the tests would be met; or, as agreed between the PARTIES, the relevant parts of the tests shall be re-run.

12.11 Should the tests not be met following any re-run and the PARTIES do not agree to a further re-run, the PARTIES shall use all reasonable endeavours to agree what steps should be taken for the tests to be met.

12.12 In the event of any dispute as to whether or not the tests have been met, each PARTY shall within 5 BUSINESS DAYS provide to the other PARTY details as to why they consider the tests have or have not been met. Each PARTY shall forthwith consider the other PARTY's submissions and the PARTIES shall confer and endeavour to agree if the tests are satisfied. If appropriate, the PARTIES may agree that, as appropriate, part or all of the tests should be re-run to establish whether or not they are satisfied. In the event that after such conferring and/or tests being run the PARTIES are still unable to agree, the PARTIES will endeavour in good faith to agree by escalating matters in accordance with the Article headed "Escalation Procedure".

12.13 Unless agreed otherwise by NESSCO, if PURCHASER is using the GOODS in an operational capacity prior to the test certificate being granted, the tests shall be deemed to have been achieved on the first date of such use.

13. Licences and Permits

Unless otherwise stated in the PURCHASE ORDER, the PURCHASER shall be responsible for the cost and applications associated with securing all telecommunications, radio or other licences and permits required by NESSCO and/or PURCHASER in connection with the WORK or utilisation of the GOODS.

14. Safety, Environmental, Quality and Hazardous Substances

The PARTIES shall each comply with the applicable laws, regulations, and orders pertaining to their activities related to the PURCHASE ORDER, including but not limited to those applicable to labour, wages, hours, equal opportunity and other conditions of employment, and the environmental health and safety of personnel. The undertakings and obligations of NESSCO under the PURCHASE ORDER are subject to the requirements of applicable U.S., UK and foreign laws and regulations, and to NESSCO receiving any necessary governmental authorizations, licenses and approvals, and such permissions remaining available. NESSCO shall implement and maintain industry-standard cybersecurity measures including encryption, access controls, and incident response procedures. NESSCO shall notify PURCHASER within 24 hours of any security incident affecting PURCHASER data or systems. NESSCO agrees that it will comply with any applicable and reasonable health, safety, environmental and other rules, directives, procedures or policies of PURCHASER that are communicated to NESSCO, and the highest industry and health, safety and environmental standards in connection with the performance of the PURCHASE ORDER.

15. Data Protection

15.1 NESSCO shall comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and the UK Data Protection Act 2018, in connection with the performance of the PURCHASE ORDER and any processing of personal data thereunder.

15.2 Where NESSCO processes personal data as a data processor on behalf of PURCHASER (acting as data controller), the parties shall execute a separate Data Processing Agreement (DPA) that sets forth the specific terms and conditions governing such processing activities, including but not limited to the categories of personal data, purposes of processing, retention periods, and technical and organizational security measures.

15.3 NESSCO shall implement appropriate technical and organizational measures to protect personal data against unauthorized access, disclosure, alteration, destruction, or loss. Such measures shall include, without limitation: (a) encryption of personal data in transit and at rest; (b) regular security assessments and penetration testing; (c) access controls and authentication procedures; (d) staff training on data protection requirements; and (e) incident response procedures.

15.4 In the event of any actual, suspected, or threatened data breach involving personal data processed under this PURCHASE ORDER, NESSCO shall notify PURCHASER within twenty-four (24) hours of becoming aware of such breach. The notification shall include all material details known at the time of notification, including the nature and scope of the breach, categories and approximate number of affected data subjects, potential consequences, and measures taken or proposed to address the breach and mitigate its effects.



15.5 NESSCO shall provide reasonable cooperation and assistance to PURCHASER in responding to any data protection authority inquiries, data subject rights requests, privacy impact assessments, and other compliance obligations arising from or relating to the processing of personal data under this PURCHASE ORDER. NESSCO shall maintain records of processing activities as required by applicable data protection laws and shall make such records available to PURCHASER upon reasonable request.

16. Insurance

NESSCO shall maintain, at its own expense, insurance coverage including: (1) Commercial General Liability Insurance with minimum limits of the greater of \$2,000,000 or two times the PURCHASE ORDER PRICE per occurrence; (2) Workers' Compensation Insurance as required by applicable law in the jurisdiction where services are performed; (3) Professional Liability Insurance with minimum limits of the greater of \$2,000,000 or two times the PURCHASE ORDER PRICE per claim; and (4) Cyber Liability Insurance with minimum limits of \$1,000,000 per claim. Upon request, NESSCO shall provide certificates of insurance evidencing such coverage.

17. Liabilities and Indemnities

17.1 In all cases the PARTY establishing or alleging a breach of the PURCHASE ORDER or a right to be indemnified in accordance with the PURCHASE ORDER shall be under a duty to take all necessary measures to mitigate the loss which it believes has occurred, provided that it can do so without unreasonable cost.

17.2 NESSCO shall be responsible for and shall save, indemnify, defend and hold harmless the PURCHASER from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

[a] loss of or damage to property of NESSCO whether owned, hired, leased or otherwise in the possession of NESSCO arising from or relating to the performance of the PURCHASE ORDER, and

[b] personal injury including death or disease to any person employed by NESSCO arising from or relating to the performance of the PURCHASE ORDER, and

[c] personal injury including death or disease or loss of or damage to the property of any third party, to the extent that any such injury, loss or damage is proximately caused by the negligence or breach of duty (whether statutory or otherwise) of NESSCO. For the purposes of this Article "third party" shall mean any party which is not NESSCO or PURCHASER.

17.3 The PURCHASER shall be responsible for and shall save, indemnify, defend and hold harmless NESSCO from and against any claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

[a] loss of or damage to property of the PURCHASER whether owned, hired or leased or otherwise in the possession of the PURCHASER arising from or related to the performance of the PURCHASE ORDER, and

[b] personal injury including death or disease to any person employed by the PURCHASER arising from or relating to the performance of the PURCHASE ORDER, and

[c] personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is proximately caused by the negligence or breach of duty (whether statutory or otherwise) of the PURCHASER. For the purposes of this Article "third party" shall mean any party which is not NESSCO or the PURCHASER.

17.4 Neither PARTY shall be liable to the other by way of indemnity or by reason of any breach of the PURCHASE ORDER or of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial or economic loss or for any indirect or consequential damages whatsoever that may be suffered by the other PARTY.

17.5 Except as prohibited by law, in no circumstances shall the liability of NESSCO to the PURCHASER under the PURCHASE ORDER exceed the greater of (i) the total PURCHASE ORDER PRICE, or (ii) \$500,000, or (iii) the amount recoverable under NESSCO's insurance policies, whichever is the greatest. NESSCO shall have no liability to the PURCHASER for or in respect or in consequence of any loss of or damage to the PURCHASER or his property that shall occur after the expiration of the warranty period as stated in the Article headed "Warranty".



17.6 The PARTIES agree that the liability of NESSCO as provided for above shall be exhaustive of the liability of NESSCO arising out of, under, or in connection with the PURCHASE ORDER, whether such liability arises in respect of or in consequence of a breach of the PURCHASE ORDER, or of statutory duty or a tortious or negligent act or omission which gives rise to a remedy at common law.

18. Independent Contractor

NESSCO shall be and remain an independent contractor, and neither it nor its employees, agents, subcontractors, or other representatives shall be deemed to be employees, agents or representatives of the PURCHASER.

19. Force Majeure

19.1 NESSCO shall not be responsible for any failure to fulfil any term or condition of the PURCHASE ORDER if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined, which is beyond the reasonable control and without the fault or negligence of NESSCO, and which, by the exercise of reasonable diligence, NESSCO is unable to prevent or overcome. NESSCO shall provide written notice to PURCHASER within 48 hours of becoming aware of any force majeure event.

19.2 A 'force majeure' occurrence is any event beyond the reasonable control of NESSCO, and shall include but not be limited to: 8. Cyber attacks, ransomware, or other malicious cyber activities not caused by NESSCO's negligence; 9. Supply chain disruptions beyond NESSCO's reasonable control; 10. Sanctions, trade restrictions, or export control measures imposed by governmental authorities.

1. Riot, war, invasion, act of foreign enemies, hostilities (whether war declared or not), acts or threats of acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, sabotage, or act of vandalism;
2. Ionising radiations or contamination by radio-activity, pressure waves caused by aircraft or other aerial devices, epidemic, earthquake, flood, fire, explosion, lightning, storm, accumulation of snow or ice, lack of water arising from weather or environmental problems and/or other natural physical disaster;
3. Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour employed by NESSCO, NESSCO SUBCONTRACTORS or other third party affecting the GOODS or SERVICES;
4. Maritime or aviation disasters;
5. Governmental restraint or changes to any general or local Statute, Ordinance, Decree or other Law or any regulation or by-law of any local or other duly constituted authority or the introduction of any Statute, Ordinance, Decree or other Law, regulation or by-law;
6. Extreme weather conditions, illness of personnel, pandemics, or fault or failure of plant or machinery of NESSCO, NESSCO SUBCONTRACTORS or other third party affecting the GOODS or SERVICES;
7. Difficulty or delay in the supply or delivery by NESSCO SUBCONTRACTORS or other third party affecting the GOODS or SERVICES, or from NESSCO's own stock.

20. Assignment and Sub-Contracting

NESSCO may assign this agreement to affiliates or in connection with a merger, acquisition, or sale of substantially all of its business without PURCHASER's consent. Other assignments require PURCHASER's prior written consent, not to be unreasonably withheld. NESSCO may subcontract elements of the WORK without PURCHASER's consent, provided NESSCO remains fully liable for subcontractor performance.

21. Change of Control

21.1 In the event that any change of ownership or control affects the status of the PURCHASER during the period of the PURCHASE ORDER, it is expressly agreed by all PARTIES to this PURCHASE ORDER that any such change will have no material effect on the efficacy of the PURCHASE ORDER.

21.2 The PURCHASE ORDER shall be binding on and shall inure to the benefit of any successors of the PURCHASER, provided that no such change of control or ownership shall relieve the PURCHASER of its obligations under the PURCHASE ORDER.

22. Language

The ruling language of the PURCHASE ORDER shall be the English Language.



23. Third Parties

Except as expressly provided, the PARTIES expressly agree that no provision of the PURCHASE ORDER shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 confer any benefit on, nor be enforceable by any person who is not a PARTY to the PURCHASE ORDER.

24. Entire Agreement

24.1 The PURCHASE ORDER constitutes the entire agreement between NESSCO and PURCHASER with respect to the WORK and supersedes all prior negotiations, representations or agreements related to the PURCHASE ORDER, whether written or oral. No amendments to the PURCHASE ORDER shall be effective unless evidenced in writing and signed by the PARTIES to the PURCHASE ORDER.

24.2 The PURCHASER confirms that, except as provided in the PURCHASE ORDER and without prejudice to any liability for fraudulent misrepresentation, PURCHASER has not relied on any representation, warranty or undertaking which is not contained in the PURCHASE ORDER or any document referred to herein.

25. Applicable Law

25.1 For services to be provided or performed in North or Central America and/or the Gulf of Mexico, the PURCHASE ORDER and all matters arising out of or relating to the PURCHASE ORDER will be governed by the substantive laws of the State of Texas, USA (unless the court determines that mandatory U.S. federal maritime laws apply to offshore activities), including without limitation its validity, interpretation, construction, performance and enforcement, but exclusive of the conflict of laws principles of the State of Texas, and any dispute related to such services shall be resolved by the federal or state courts sitting in Harris County, Texas. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

25.2 For services to be provided or performed in any other region of the world other than those areas in Section 25.1, above, the PURCHASE ORDER will be governed by the substantive laws of England and Wales, exclusive of its conflict of laws principles, and any dispute related to such Services shall be finally settled by binding arbitration (by one (1) arbitrator in accordance with the Arbitration Rules of the American Arbitration Association for disputes where the amount in controversy is less than \$5 million USD, and by 3 arbitrators for disputes where the amount in controversy exceeds \$5 million USD). The binding arbitration shall be administered by an arbitration association or private arbitrator to be agreed to between the Parties; or in the event the Parties cannot agree on the arbitrator or arbitration association rules, the arbitration shall be administered by the Arbitration Rules of the London Court of International Arbitration and arbitrator chosen as provided in such rules. The place of arbitration shall be London, England. The language of the arbitration shall be English. Judgment on any award may be entered by any court of competent jurisdiction

25.3 The Parties expressly renounce application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), signed in Vienna on April 11, 1980 to this FORM OF AGREEMENT or PURCHASE ORDER.

25.4 The arbitration provisions of these TERMS AND CONDITIONS do not limit or affect the right of either Party to seek from any court having jurisdiction any interim, interlocutory, or provisional relief that is necessary to protect the rights or property of that Party. Alternatively, either Party may apply to the applicable arbitration association or private arbitrator for injunctive or other equitable relief pursuant to its optional rules for emergency measures until the arbitration award is rendered or the controversy is otherwise resolved.

25.5 No commencement of proceedings shall affect the responsibility of both PARTIES to comply with their respective obligations under the PURCHASE ORDER and performance of the PURCHASE ORDER shall continue during any proceedings.

25.6 Before initiating formal legal proceedings or arbitration, the parties shall attempt to resolve disputes through good faith negotiations for a period of 30 days. In any dispute resolution proceeding, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.



26. Confidentiality

26.1 Each PARTY shall treat as confidential all information obtained from the other pursuant to the PURCHASE ORDER, including all CONFIDENTIAL INFORMATION, and shall not divulge such information to any person (except as provided herein) without the other

PARTY's prior written consent; provided that this Article shall not extend to information which was rightfully in the possession of such PARTY prior to the commencement of the discussions giving rise to the PURCHASE ORDER, which is already public knowledge or becomes so at a future date (otherwise than as a result of the breach of this Article), or which is trivial or obvious.

26.2 NESSCO acknowledges that it may, during the term of the PURCHASE ORDER, receive information relating to the affairs and business of PURCHASER. NESSCO agrees that it shall keep such information strictly confidential and shall not disclose it to any third party, except to its employees and any NESSCO SUBCONTRACTORS on a need to know basis.

26.3 PURCHASER acknowledges that it may, during the term of the PURCHASE ORDER, receive commercially sensitive information relating to the affairs and business of NESSCO. PURCHASER agrees that it shall keep such information strictly confidential and shall not disclose it to any third party, except on a need to know basis to its employees and any contractors, unless agreed otherwise by the prior written consent of NESSCO (not to be unreasonably withheld).

26.4 Notwithstanding the above, nothing in this Article shall be construed to prevent or restrict NESSCO from disclosing or using in the course of its business any technical knowledge of a generic nature acquired by NESSCO in the performance of the PURCHASE ORDER.

27. Severability

If any provision of the PURCHASE ORDER or these TERMS AND CONDITIONS shall be held to be invalid or unenforceable by a judgment or decision of any court of competent jurisdiction or any authority whose decisions shall be binding on the PARTIES, the same shall be deemed to be severable, and the remainder of the PURCHASE ORDER or TERMS AND CONDITIONS shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the PARTIES will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of the PURCHASE ORDER or these TERMS AND CONDITIONS.

28. Waiver

The failure by NESSCO to exercise, or the delay by NESSCO in exercising, any right, power, privilege or remedy provided by the PURCHASE ORDER or by law shall not constitute a waiver thereof nor of any other right, power, privilege or remedy. No single or partial exercise of any such right, power, privilege or remedy shall preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy.

29. Notices

29.1 Unless otherwise stated in the PURCHASE ORDER, any notice, request or other communication to be made by one PARTY to the other under or in connection with the PURCHASE ORDER shall be in writing and shall be delivered personally or sent by first class 'signed-for' post, courier or electronic transmission to that other PARTY as reflected in the below the signature block on the PURCHASE ORDER or as otherwise may be provided by a PARTY.

29.2 Or to any such other persons or addresses as may from time to time be notified by one PARTY to the other.

29.3 Unless otherwise stated in the PURCHASE ORDER, a notice, request or other communication under or in connection with the PURCHASE ORDER shall be deemed received:

1. if delivered personally, when left at the address referred to above; or
2. if sent by first class 'signed for' post, when actually received; or
3. if sent by email, when a delivery receipt has been received.

30. Counterparts



The PURCHASE ORDER may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute the same document.

31. Retention of Rights

Unless otherwise specifically stated in the PURCHASE ORDER, NESSCO shall retain all rights and remedies, which it may have under the PURCHASE ORDER or at Law.

32. Intellectual Property Rights

32.1 Neither PARTY shall have the right of use other than for the purposes of the WORK, whether directly or indirectly, of any IPRs of the other PARTY.

32.2 Except as provided herein, NESSCO shall own all IPRs in standard products, methodologies, and pre-existing intellectual property. PURCHASER shall own all IPRs in custom configurations, customizations, and data created specifically for PURCHASER, subject to NESSCO's right to use such IPRs for support and maintenance purposes.

32.3 NESSCO shall assign IPRs in the DRAWINGS AND DOCUMENTATION to the PURCHASER on PURCHASER's payment of the relevant MILESTONE in accordance with the Article headed "Payment Terms". Upon assignment, NESSCO shall be automatically granted a perpetual, royalty-free, non-exclusive licence to use (including copying) the DRAWINGS AND DOCUMENTATION for its own business purposes, including the carrying out of the WORK.

32.4 Subject to the limitations contained within the Article headed "Liabilities and Indemnities", NESSCO shall save, indemnify, defend and hold harmless the PURCHASER from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any IPRs, as a result of or in connection with the performance of the PURCHASE ORDER, except where such infringement arises from the TECHNICAL INFORMATION and/or PURCHASER's instructions.

32.5 The PURCHASER shall save, indemnify, defend and hold harmless NESSCO from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any IPRs, as a result of or in connection with the performance of the PURCHASE ORDER or the use and/or reliance on by NESSCO of the TECHNICAL INFORMATION and/or PURCHASER's instructions.

33. Drawings and Documentation

33.1 NESSCO shall produce DRAWINGS AND DOCUMENTATION for the GOODS and shall submit a draft of the DRAWINGS AND DOCUMENTATION to PURCHASER for review. Within 10 BUSINESS DAYS from the date of such submission (or such other period of time as agreed in writing by the Parties), PURCHASER shall be entitled to provide comments thereon in writing. Following discussion of such comments, agreed changes to the draft DRAWINGS AND DOCUMENTATION shall be incorporated and, provided that the PARTIES are then agreed, the DRAWINGS AND DOCUMENTATION shall be issued in final and agreed form.

33.2 If PURCHASER makes no written comment during the said 10 BUSINESS DAY period, NESSCO shall be entitled to issue the DRAWINGS AND DOCUMENTATION in final and agreed form at the end of such period.

33.3 If the PARTIES are unable to agree on all points of the draft DRAWINGS AND DOCUMENTATION, the PARTIES shall forthwith report the failure to agree in accordance with the provisions of the Article headed Escalation Procedure.

33.4 NESSCO shall not be obliged to commence the next stage in the WORK until such time as the DRAWINGS AND DOCUMENTATION is in final and agreed form.

34. Packing and Marking

34.1 NESSCO shall provide standard packing and marking for delivery in accordance with the Article headed "Delivery".

34.2 If PURCHASER requires additional packing and/or marking, PURCHASER may at PURCHASER's option, request that NESSCO arrange such additions on behalf of PURCHASER and at PURCHASER's cost and risk. Any such additional packing and marking instructions shall be stated clearly in the PURCHASE ORDER, and NESSCO shall be entitled to invoice PURCHASER any additional cost of same.

35. Termination



35.1 PURCHASER shall have the right by giving notice to terminate all or any part of the WORK at such time or times as the PURCHASER may consider necessary for any or all of the following reasons:

1. to suit the convenience of the PURCHASER; or
2. subject to the provisions herein having been satisfied by PURCHASER, in the event of a material default on the part of NESSCO; or
3. if NESSCO enters into liquidation (whether voluntary or otherwise except for solvent re-organisation), if any distress or execution shall be levied on NESSCO's equipment and is not satisfied within 30 BUSINESS DAYS of such levy; or if NESSCO has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets, or if NESSCO compounds or makes any special arrangement with its creditors or commits any act of bankruptcy or suffers any analogous proceedings under foreign law; or
4. if there is a change of control of NESSCO within the meaning set out in s.840 of the Income and Corporation Taxes Act 1988, which change would materially and adversely affect NESSCO's ability to carry out its obligations under the PURCHASE ORDER.

35.2 In the event of material default on the part of NESSCO and before the issue by the PURCHASER of an order of termination of all or any part of the WORK, the PURCHASER shall give 60 (sixty) BUSINESS DAYS notice of material default to NESSCO giving the details of such default. If upon expiry of such notice the default has either not been remedied by NESSCO, or NESSCO has not shown a commitment to have the default remedied within a reasonable period thereafter, the PURCHASER may issue a notice of termination to NESSCO.

35.3 In the event the PURCHASER terminates a PURCHASER ORDER for convenience NESSCO shall be entitled to payment for (i) all outstanding invoices pending as of the date of termination; and (ii) all WORK satisfactorily performed prior to the date of termination but not yet invoiced; and (iii) all work in process, in accordance with the PURCHASE ORDER; and (iv) the cost of any goods and materials ordered that were to become part of the WORK, but that cannot be returned for credit to NESSCO's account with such supplier; and (v) all other payments, fees and costs as NESSCO reasonably requests to cover additional costs incurred as a result of such early termination. Upon payment therefor, PURCHASER shall be entitled to all work in process and all goods and materials purchased by NESSCO for the WORK that may not be returned for credit to NESSCO's account, with shipping of such items to be at PURCHASER's expense.

35.4 In the event the PURCHASER terminates this PURCHASE ORDER due to material default on the part of NESSCO, under this Article NESSCO shall be entitled to payment of the element of the PURCHASE ORDER PRICE for the part of the WORK performed and/or in progress in accordance with the PURCHASE ORDER at the date of termination.

35.5 Upon payment of the sums by the PURCHASER in accordance with the provisions of the Article headed "Payment Terms", NESSCO shall deliver to the PURCHASER in accordance with the Article headed "Delivery", the GOODS and/or DRAWINGS AND DOCUMENTATION or relevant part thereof in such current state of completion as at the date of termination.

35.6 Upon termination for any reason, NESSCO shall provide reasonable transition assistance for up to 90 days to ensure continuity of operations, at PURCHASER's cost and subject to separate agreement on terms.

36. Poaching

PURCHASER agrees that during the term of the PURCHASE ORDER and for a period of one year following its completion, it will not directly or indirectly solicit or hire any employee of NESSCO who was involved in the performance of the WORK, provided that general advertisements and third-party recruiters not specifically directed at NESSCO employees shall not constitute solicitation, without advising NESSCO of its intention to do so and expressly agreeing to pay to NESSCO a sum in the amount of that employee, agent or representative's compensation, salary or other expenses for a period of six months.



PURCHASER

NESSCO ENTITY NAME:

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

