Applied Satellite Technology Ltd
Satellite House, Bessemer Way,
Harfrey's Industrial Estate,
Great Yarmouth NR31 0LX

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Sub-Contractor Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions:

AST	means **APPLIED SATELLITE TECHNOLOGY LIMITED** registered in England and Wales with company number 02153172, trading as AST Networks;
AST Materials	means all documents, information, software, items and materials in any form (whether owned by AST or a third party), which are provided by AST to the Sub-Contractor in connection with the Services;
Business Day	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Charges	means the charges payable by AST for the supply of the Services in accordance with clause 6;
Class Approvals	means certification by one or more of the International Association of Classification Societies bodies as appropriate for the vessel being worked on;
Commencement Date	has the meaning given in clause 2.2;
Conditions	means these terms and conditions as amended from time to time in accordance with clause 16.2;

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Registered No: 2153172 England **VAT Registration No:** GB 720 1086 83 **EORI No**: GB720108683000 **Certified to:** ISO 9001 & ISO 14001

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Confidential Information	Has the meaning given to it in clause 12.1;
Contract	means the contract between AST and the Sub-Contractor for the supply of Services in accordance with these Conditions;
Customer Contract	means the contract entered between AST and its customer in the form of either: a. the Master Purchase Agreement; or b. the Service Maintenance Agreement;
Data Protection Legislation	means all applicable laws, regulations, and regulatory requirements relating to the processing, protection and privacy of personal data, including, where applicable, the United Kingdom General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the European Union General Data Protection Regulation (Regulation (EU) 2016/679) (EU GDPR) (both collectively "GDPR"), and any other data protection or privacy laws in force in any jurisdiction in which the services are provided or personal data is processed.

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IPR	means all patents, utility modes, rights to inventions, copyright and neighbouring and related rights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not) and including all applications and rights to apply for and be granted renewals or extensions of, and right to claim priority from, such rights or similar or equivalent rights or forms of protection subsist or will subsist now or in the future in any part of the world, including the right to sue for and recover damages for past infringements;
Mandatory Policies	means AST's business policies and codes, as notified by AST to the Sub-Contractor from time to time;
Master Purchase Agreement	means AST's Master Purchase Agreement, as can be found at https://ast-networks.com/terms-and-conditions/;
Order	means AST's order for the supply of Services, as set out in AST's order form;
Representatives	means, in relation to a party, that party's employees, officers, representatives, contractors, subcontractors or advisers;
Service Maintenance Agreement	means AST's Service Maintenance Agreement, as can be found at https://ast-networks.com/terms-and-conditions/;

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Services	means the services to be provided by the Sub-Contractor under the Contract;
Sub-Contractor	means the company or entity from whom AST purchases the Services.

1.2 Clause and headings shall not affect the interpretation of these Conditions.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.5 Any reference to the word day or days shall mean calendar day or calendar days respectively, including weekends and public holidays in England.

1.6 A reference to writing or written includes email but not fax.

1.7 Any words following the terms including, include, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.8 In these Conditions, termination shall mean termination or expiry as appropriate.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by AST to purchase Services in accordance with these Conditions.

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2.2 The Order shall be deemed to be accepted on the earlier of:

2.2.1 the Sub-Contractor issuing written acceptance of the Order; or

2.2.2 any act by the Sub-Contractor consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Sub-Contractor seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.4 The Contract will end on completion of the delivery of the Services by the Sub-Contractor or otherwise, when terminated in accordance with its terms.

3. SUPPLY OF SERVICES

3.1 The Sub-Contractor shall from the date set in the Order and for the duration of the Contract provide the Services to AST in accordance with the terms of the Contract.

3.2 The Sub-Contractor shall meet any performance dates for the Services specified in the Order or that AST notifies to the Sub-Contractor and time is of the essence in relation to any of those performance dates.

3.3 In providing the Services, the Sub-Contractor shall:

3.3.1 co-operate with AST in all matters relating to the Services, and comply with all instructions of AST;

3.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Sub-Contractor's industry, profession or trade;

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3.3.3 use personnel who are suitably skilled, trained, certified and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Sub-Contractor's obligations are fulfilled in accordance with the Contract;

3.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Contract;

3.3.5 provide all equipment, tools and such other items as are required to provide the Services;

3.3.6 obtain and at all times maintain all licences and consents which may be required for the provision of the Services, including:

3.3.6.1 Class Approvals;

3.3.6.2 work permits; and

3.3.6.3 travel visas;

3.3.7 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services, and with the Mandatory Policies;

3.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the locations where the Services are to be performed;

3.3.9 not do or omit to do anything which may cause AST to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Sub-Contractor acknowledges that AST may rely or act on the Services;

3.3.10 comply with any additional obligations as set out in the Order;

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3.3.11 comply with the terms of the Customer Contract if and to the extent the same applies to the supply of Services under this Contract; and

3.3.12 not by any act or omission do anything which could put AST in breach of its obligations under the Customer Contract.

4. AST REMEDIES

4.1 If the Sub-Contractor fails to perform the Services by the applicable dates or supplies Services that do not comply with the requirements of clause 3.3, AST shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

4.1.1 to terminate the Contract with immediate effect by giving written notice to the Sub-Contractor;

4.1.2 to require the Sub-Contractor to provide repeat performance of the Services;

4.1.3 to require the Sub-Contractor to provide a full refund of the price paid for the Services;

4.1.4 to refuse to accept any subsequent performance of the Services which the Sub-Contractor attempts to make;

4.1.5 to recover from the Sub-Contractor any costs incurred by AST in obtaining substitute services from a third party; and

4.1.6 to require a refund from the Sub-Contractor of sums paid in advance for Services that the Sub-Contractor has not provided.

4.2 These Conditions shall extend to any substituted or remedial services provided by the Sub-Contractor.

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4.3 AST's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

5. AST'S OBLIGATIONS

5.1 AST shall provide such necessary information for the provision of the Services as the Sub-Contractor may reasonably request.

6. CHARGES AND PAYMENT

6.1 The Charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Sub-Contractor in respect of the performance of the Services. Unless otherwise agreed in writing by AST, the Charges shall include every cost and expense of the Sub-Contractor directly or indirectly incurred in connection with the performance of the Services.

6.2 The Sub-Contractor shall invoice AST on completion of the Services. Each invoice shall include such supporting information required by AST to verify the accuracy of the invoice, including the relevant purchase order number.

6.3 In consideration of the supply of the Services by the Sub-Contractor and subject to:

6.3.1 the receipt, by AST, of all information required by it in connection with the Services performed, including (as applicable) any service reports, certifications and details of spare parts used; and

6.3.2 the receipt of a correctly rendered invoice,

AST shall pay the invoiced amounts within 30 days of receipt of all the items/information referred to in clause 6.3.1 and clause 6.3.2 by way of electronic bank transfer to such bank account as nominated in writing by the Sub-Contractor.

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6.4 All amounts payable by AST under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Sub-Contractor to AST, AST shall, on receipt of a valid VAT invoice from the Sub-Contractor, pay to the Sub-Contractor such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.5 The Sub-Contractor shall maintain complete and accurate records of the time spent and materials used by the Sub-Contractor in providing the Services, and shall allow AST to inspect such records at all reasonable times on request.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 AST and its licensors shall retain ownership of all IPR in the AST Materials.

7.2 To the extent legally practicable, AST shall grant the Sub-Contractor a fully paid-up, royalty-free non-exclusive licence for the term of the Contract to use the AST Materials for the purpose of performing the Services.

7.3 The Sub-Contractor shall not sub-license the rights granted in clause 7.1 without AST's prior written consent.

8. INDEMNITY

8.1 The Sub-Contractor will indemnify AST against, and covenant to pay AST an amount equal to:

8.1.1 all losses (including but not limited to all direct, indirect and consequential losses), liabilities, costs, damages and expenses that AST does or will incur or suffer; and

8.1.2 all claims or proceedings made or brought or threatened against AST by any person and all losses, liabilities or costs (on a full indemnity basis), damages

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and expenses AST does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings,

in each case arising out of or in connection with the Sub-Contractor's breach of:

8.1.3 clause 3; and

8.1.4 clause 7

9. INSURANCE

9.1 During the term of the Contract and for a period of six years thereafter, the Sub-Contractor shall maintain in force the following insurance policies, with reputable insurance companies:

9.1.1 professional indemnity insurance for not less than £3,000,000 in respect of each and every claim;

9.1.2 public liability insurance for not less than £10,000,000 in respect of each and every claim; and

9.1.3 employers' liability insurance for not less than £10,000,000 in respect of each and every claim,

9.2 On AST's request, the Sub-Contractor shall provide AST with copies of the insurance policy certificates and details of the cover provided for the insurance required under clause 9.1

10. LIABILITY

10.1 Nothing in these Conditions shall limit or exclude any liability for:

10.1.1 death or personal injury caused by negligence;

10.1.2 fraud or fraudulent misrepresentation; or

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10.1.3 any other liability which cannot be limited or excluded by applicable law.

10.2 Nothing in these Conditions shall limit or exclude any liability arising from the indemnity provisions under clause 8.

10.3 Subject to clause 10.1 and clause 10.2, each party's total liability arising out of or in connection with the Contract shall not exceed 100% of the Charges paid or payable under it.

10.4 Subject to clause 10.1 and clause 10.2, neither party shall be liable for:

10.4.1 loss of profits (including, but not limited to, loss of anticipated profits);

10.4.2 loss of sales or business;

10.4.3 loss of agreements or contracts;

10.4.4 loss or damage to goodwill or reputation; or

10.4.5 any indirect or consequential loss.

11. DATA PROTECTION

11.1 To the extent that the performance of the Services under this Agreement involves the processing of personal data to which the UK GDPR or the EU GDPR applies, AST shall be the Processor and the Sub-Contractor shall be the Sub-processor, each as defined under the applicable Data Protection Legislation.

11.2 Each party shall comply with its respective obligations under the Data Protection Legislation. The Sub-Contractor shall process personal data only on the documented instructions of AST and strictly in accordance with the terms set out in the Data Processing Agreement attached at Appendix 1, which forms an integral part of this Agreement.

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11.3 The Data Processing Agreement in Appendix 1 shall apply solely to the extent that the processing of personal data is subject to the UK GDPR or the EU GDPR. Where such legislation does not apply, the parties shall comply with any other applicable data protection or privacy laws relevant to the jurisdiction in which the personal data is processed.

11.4 Where the Services are provided outside the UK and the EU and where applicable, the parties agree that the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries, as set out in Commission Implementing Decision (EU) 2021/914, are hereby incorporated into this Agreement by reference and shall apply to any processing of personal data subject to the EU GDPR. Where the UK GDPR applies, the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the UK Information Commissioner's Office is also incorporated into this Agreement by reference and shall apply accordingly. The relevant modules, options, and annexes shall be completed as set out in the Data Processing Agreement in Appendix 1.

12. CONFIDENTIALITY

12.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information (or information of a confidential nature), trade secrets or proprietary information concerning the business, assets, affairs, customers, clients or suppliers of the other party, including technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, advertising, promotion, and marketing (Confidential Information) except as permitted by clause 12.2.

12.2 Each party may disclose the other party's Confidential Information:

12.2.1 to its Representatives who need to know such information for the purpose of carrying out the party's obligations under the Contract (provided that each

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party ensures that its Representatives materially comply with this clause 11); and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

13. TERMINATION

13.1 Without limiting or affecting any other right or remedy available to it, AST may terminate the Contract:

13.1.1 with immediate effect by giving written notice to the Sub-Contractor if:

13.1.1.1 there is a change of control of the Sub-Contractor (as defined in section 1124 of the Corporation Tax Act 2010);

13.1.1.2 the Sub-Contractor's financial position deteriorates to such an extent that in AST's opinion the Sub-Contractor's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

13.1.1.3 the Sub-Contractor commits a breach of clause 3.

13.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

13.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified in writing to do so;

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13.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

13.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

14. CONSEQUENCES OF TERMINATION

14.1 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

15. NOTICES

15.1 Any notice given to a party under or in connection with these Conditions shall be in writing and shall be sent by email to each party's respective email addresses as set out in the Order.

15.2 Any notice shall be deemed to have been received at 9:00 on the Business Day following transmission.

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15.3 To prove service, it is sufficient to prove that the notice was transmitted by email, to the email address of the receiving party.

15.4 This clause does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

16. GENERAL

16.1 Neither party may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

16.2 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

16.3 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deemed deleted under this clause 16.4 , the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provisions.

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16.5 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17. ENTIRE AGREEMENT

17.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Neither party shall rely on, nor have any remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18. GOVERNING LAW AND JURISDICTION

18.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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Appendix 1

Data Processing Agreement

1. Provision Of the Services and Processing Personal Data

1.1 The Sub-processor is only to carry out the services, and only to process the personal data received from the Processor:

1.1.1 for the purposes of the Services as described in the Agreement and not for any other purpose;

1.1.2 to the extent and in such a manner as is necessary for those purposes; and

1.1.3 strictly in accordance with the express written authorisation and instructions of the Processor (which may be specific instructions or instructions of a general nature or as otherwise notified by the Processor to the Sub-processor).

1.1.4 the types of personal data processed may include names, contact details, identification numbers and any other personal data provided by AST to the Sub-contractor and the personal data of AST or AST's customers that the Sub-contractor accesses in connection with the Services.

1.1.5 the duration of the processing shall be for the term of this agreement, unless otherwise agreed in writing or required by applicable law.

2. Data Protection Compliance

2.1 All instructions given by the Processor to the Sub-processor shall be made in writing and shall at all times be in compliance with the GDPR and other applicable laws. The Sub-processor shall act only on such written instructions from the Processor unless the Sub-processor is required by law to do otherwise (as per article 29 of the GDPR).

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2.2 The Sub-processor shall promptly comply with any request from the Processor requiring the Sub-processor to amend, transfer, delete, or otherwise dispose of the personal data.

2.3 The Sub-processor shall transfer all personal data to the Processor on the Processor's request in the formats, at the times, and in compliance with the Processor's written instructions.

2.4 Both parties shall comply at all times with the GDPR and other applicable laws and shall not perform their obligations under this agreement or any other agreement or arrangement between themselves in such way as to cause either party to breach any of its applicable obligations under the GDPR.

2.5 The Sub-processor agrees to comply with any reasonable measures required by the Processor to ensure that its obligations under this Agreement are satisfactorily performed in accordance with any and all applicable Legislation from time to time in force (including, but not limited to, the GDPR).

2.6 The Sub-processor shall provide all reasonable assistance to the Processor in complying with its obligations under the GDPR with respect to the security of processing, the notification of personal data breaches, the conduct of data protection impact assessments.

2.7 When processing the personal data on behalf of The Processor, The Sub-processor shall:

2.7.1 not transfer any of the personal data to any third party without the written consent of the Processor and, in the event of such consent, the personal data shall be transferred strictly subject to the terms of a suitable agreement;

2.7.2 not appoint any other sub-contractor to fulfil the Services without the prior written consent of the Processor;

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2.7.3 process the personal data only to the extent, and in such manner, as is necessary in order to comply with its obligations to the processor or as may be required by law (in which case, the sub-processor shall inform the processor of the legal requirement in question before processing the personal data for that purpose unless prohibited from doing so by law);

2.7.4 implement appropriate technical and organisational measures and take all steps necessary to protect the personal data against any unauthorised processing, including any accidental or unlawful loss, destruction, damage, alteration, disclosure or access. in assessing the appropriate level of security, the parties shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks for data subjects;

2.7.5 if so requested by the Processor (and within the timescales required by the Processor) supply further details of the technical and organisational systems in place to safeguard the security of the personal data held and to prevent unauthorised access;

2.7.6 make available to the processor any and all such information as is reasonably required and necessary to demonstrate the sub-processor's compliance with the GDPR;

2.7.7 on reasonable prior notice, submit to audits and inspections and provide the Processor with any information reasonably required in order to assess and verify compliance with the provisions of this agreement and both parties' compliance with the requirements of the GDPR. The requirement to give notice will not apply if the Processor believes that the sub-processor is in breach of any of its obligations under this agreement or under the law; and

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2.7.8 inform the Processor immediately if it is asked to do anything that infringes the GDPR or any other applicable data protection legislation.

3. Deletion and/or Disposal Of Personal Data

3.1 The Sub-processor shall, at the written request of the Processor, delete (or otherwise dispose of) the personal data or return it to the Processor in the format(s) reasonably requested by the Processor within a reasonable time after the earlier of the following:

3.1.1 the end of the provision of the services; or

3.1.2 the processing of that personal data by the Sub-processor is no longer required for the performance of the Sub-processor's obligations under this Agreement.

3.2 Following the deletion, disposal, or return of the personal data under sub-clause 3.1, the Sub-processor shall delete (or otherwise dispose of) all further copies of the personal data that it holds, unless retention of such copies is required by law, in which case The Sub-processor shall inform the Processor of such requirement(s) in writing.

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