SERVICES TERMS

These Services Terms, any Quote we provide, together with our General Terms, apply to all Services (excluding Network Services) supplied to you, our customer (**You, Your**) by any of **Nodestream Technology Pty Ltd** (ABN 52 601 194 138) of 7 Turner Avenue, Technology Park, Bentley, Western Australia, Australia, **Nodestream Technology (UK) Ltd** (Company Number 14032351) of 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom, **Nodestream Infinity Pty Ltd** (ABN 57 620 773 060) of 7 Turner Avenue, Technology Park, Bentley Western Australia, Australia, and **Nodestream Europe Limited** (Reg No. 772155) of Suite 4, Eden Gate Centre, Delgany, Greystones, Wicklow, A63WY44, Ireland (Nodestream, **we, us, our**). These Services Terms and any Quote we provide, are Product-Specific Terms and, together with our General Terms, form part of the Agreement between You and us.

1. Definitions

1.1. Capitalised terms are defined below or in our General Terms:

Background Intellectual Property means, in respect of a party, the Intellectual Property that is owned, licensed or held by that party and made available under these Terms.

Network Services means satellite, terrestrial or wireless services.

Services means the services to be provided by us as set out in the Quote (as varied in accordance with these Terms) or which we otherwise agree to provide to You from time to time.

Training Date has the meaning given to it in clause 6.3.

2. Services

2.1. We will provide the Services to You at the times, location, frequency, quantity, and manner as specified in a Quote or otherwise agreed in writing by the parties. You agree that the times or dates for the provision of the Services are estimates only.

2.2. We will perform the Services in a competent and professional manner and in accordance with the Agreement.

2.3. These Terms apply to implementation, installation, configuration, support and custom development Services that we deliver into Your own private cloud, public cloud or on-premise environment, including for a Self-Managed Deployment under the Software Product Terms.

2.4. The Services may be modified or amended only if in writing and signed by both parties.

2.5. You agree that Nodestream may contact you via email or otherwise at any time with information relevant to your use of the Services, including billing communications, regardless of whether you have opted out of receiving marketing communications or notices.

3. Fees

3.1. You agree to pay the Fees set out in the relevant Quote for the Services described in that Quote.

3.2. We may vary the Fees set out in a Quote by notice to You if:

(a) we undertake additional Services at Your written request;

(b) we undertake additional work or services which are required because of unexpected or undisclosed conditions encountered by us while providing the Services; or

(c) the Services are varied by agreement of the parties in accordance with clause 2.4 of these Terms.

3.3. If a Quote is not accepted by You within the validity period of the Quote, we may vary the Fees set out in the Quote by written notice to You.

3.4. If we provide any Services not specified in a Quote, we will charge You at our then current rates.

3.5. In addition to the Fees, You must also reimburse us for pre-approved:

(a) travel and accommodation expenses; and

(b) other external expenses reasonably incurred in connection with the provision of the Services,

and we will set out all such expenses in the invoices we issue to You.

4. Your responsibilities

4.1. You must comply with your obligations, if any, set out in the Quote or otherwise agreed between the parties.

4.2. You must cooperate with us in performing the Services, including providing us with safe and suitable facilities and timely access to Your employees, contractors, third party suppliers, premises, systems, equipment, data, and information.

4.3. You agree that any failure by You or Your employees, contractors or third party suppliers to:

(a) provide us with accurate or complete information;

(b) promptly provide any approvals requested by us, or promptly respond to our queries regarding the Services or any other relevant matter; or

(c) comply with Your obligations,

may cause or contribute to us incurring additional costs and expenses or delaying the provision of the Services. Accordingly:

(d) notwithstanding any other provision of the Agreement, we will have no liability to You to the extent that the performance of the Services is not able to be undertaken (in whole or in part) due to any of the matters set out in clauses 4.3(a) to 4.3(c); and

(e) we reserve the right to charge You an additional amount and any other costs and expenses (including external costs and expenses) reasonably incurred by Us in these circumstances. We will advise You in advance if We propose to exercise this right.

5. Defective Services

5.1. In addition to Your rights under the applicable law, if You reasonably determine that the Services, or any part of them, do not comply with description of the Services set out in the Quote or are defective (Defective Services), we (in our absolute discretion) will either re-supply the Defective Services at no cost to You or refund the Fees which relate to the Defective Services. This clause 5.1 sets out Your sole and exclusive remedies, and our entire liability to You, for any Defective Services.

6. Training

6.1. If the Services include training, our representative will attempt to commence the training session on time. If there are no attendees present, we will do all that is reasonably possible to contact a responsible representative of You to assemble the required attendees. If the session is not able to commence within 30

minutes of the designated time, our responsibility for delivery of the training Services will be deemed to have been fulfilled.

6.2. If our representative conducting the training Services is delayed in their arrival to the training session for any reason or is unable to attend the training session at the designated time, we will contact a responsible representative of You as soon as possible and if necessary, the session will be rescheduled at no further Fee to You.

6.3. If the Services include training and You cancel or vary the agreed date on which training is to be provided by us (**Training Date**), and such cancellation or variation takes place within 5 business days of the scheduled Training Date, we may charge You a cancellation fee which is equivalent to 100% of the Fees payable by You in respect of that training.

7. Intellectual Property

7.1. Nothing in the Agreement changes the ownership of the Background Intellectual Property provided by the parties.

7.2. You grant us an unrestricted, perpetual, irrevocable, non-exclusive, royalty free, fully-paid licence to use Your Background Intellectual Property solely for the purpose of providing the Services.

7.3. Pursuant to the General terms, You agree that we own all Intellectual Property which is created, generated or produced by us in the course of providing the Services (**Services IP**).

7.4. To enable You to enjoy the benefit or end-result of the Services, we grant You, on full payment of the applicable Price, a non-exclusive, perpetual, irrevocable, worldwide, royalty free licence (with the right to grant sub-licences) to use such of the Services IP as is strictly necessary to enjoy that benefit or end-result. The Services IP are only licensed to You, not sold to You.