STAR-Dundee Limited – Terms and Conditions

1. Definitions

In these terms and conditions, unless the context otherwise requires:

Contract	means the contract formed by the Quotation, the Order, and these terms and conditions;
Customer	means the party placing the Order;
Equipment	means the equipment identified in the Quotation;
Intellectual Property Rights	means all intellectual property rights including, without limitation, patents, registered designs, copyrights, database rights, design rights, trade marks, trade names, semiconductor topography rights, domain names and rights in know-how, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist in any part of the world from time to time;
Lead Time	means the estimated lead time for delivery specified in the Quotation;
Licence Agreement	means the software licence set out in part 2 of the schedule to these terms and conditions;
Order	means the purchase order placed which accepts the Quotation;
Price	means the price set out in the Quotation;
Quotation	means the quotation issued by STAR-Dundee which is subject to these terms and conditions;
Site	means the delivery address as set out in the Quotation, unless otherwise agreed by the parties;
Software	means the software identified in the Quotation, and which does not include SpaceWire IP Cores, SpaceFibre IP Cores and/or PANGU (if any) identified in the Quotation, which are the subject of separate licence agreements;
STAR-Dundee	means STAR-Dundee Limited (registered number SC230143) whose registered office is at STAR House, 166 Nethergate, Dundee DD1 4EE, Scotland, UK; and
Support Services	means the support services as described in part 1 of the schedule to these terms and conditions.

2. General

2.1. STAR-Dundee will supply the Equipment, the Software and the Support Services, and the Customer has agreed to accept the same, on the terms of the Contract.

2.2. No terms or conditions contained in or delivered with the Order or any other document will form part of the Contract unless expressly agreed by STAR-Dundee in writing.

2.3. The Customer will have a period of thirty days from the delivery of the Equipment and Software to the Site to evaluate whether they are entirely suitable for its purposes ("**the Evaluation Period**"). Unless the Customer returns the Equipment and Software (and any associated documentation) to STAR-Dundee (at the Customer's expense) before the expiry of the Evaluation Period with an explanation, in reasonable detail, of the reason for their not being suitable, then the Customer will be deemed to have accepted the Equipment and Software (without prejudice to any remedy under clause 6 below) on the expiry of the Evaluation Period.

3. Price and Payment

3.1. The Customer will pay the Price. The Quotation will state whether the Price is inclusive of any carriage, insurance and export clearance costs incurred by STAR-Dundee in delivery of the Equipment and Software to the Site. Where the Price is exclusive of carriage, insurance and export clearance costs (Ex Works), the Customer is responsible for the organisation and cost of carriage, insurance, export clearance.

3.2. STAR-Dundee will be entitled to invoice the Customer for the sums set out in clause 3.1 above and any applicable value added tax, withholding tax or other sales tax:

3.2.1. on delivery of the Equipment and Software to the Site, which invoice the Customer shall pay in accordance with clause 3.4 below; or

3.2.2. prior to delivery of the Software and Equipment if so specified by STAR-Dundee or if the Customer is a new customer, which invoice the Customer shall pay in advance of said delivery, notwithstanding the timeframe set out in clause 3.4 below.

3.3. The fees for Support Services shall be STAR-Dundee’s standard fees as notified to the Customer from time to time, or otherwise as agreed between the parties and shall be invoiced by STAR-Dundee to the Customer annually in advance.

3.4. Any invoice must be paid by the Customer within thirty days of its date unless otherwise agreed by STAR-Dundee in writing. Payment by the due date shall be considered to be of the essence of the Contract.

3.5. STAR-Dundee reserves the right to charge the Customer interest in respect of late payment of any sum due under the Contract (before and after any judgement) at the rate of 4% per annum above the base rate from time to time of the Bank of England from the due date until payment.

3.6. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against STAR-Dundee in order to justify withholding payment of any such amount in whole or in part.

4. Delivery

4.1. STAR-Dundee shall use reasonable endeavours to deliver the Equipment and Software to the Site in accordance with the Lead Time. Time of delivery will not be of the essence of the Contract.

4.2. The Customer shall be responsible for installation of the Equipment and Software, provided that STAR-Dundee shall provide by e-mail, as part of the Support Services, such assistance to the Customer as may reasonably be requested.

5. Title and Risk

5.1. Title to the Equipment shall not pass to the Customer until the full Price (and other sums due under clause 3) for that Equipment has been received by STAR-Dundee, the date of receipt of such full payment being the "**Payment Date**".

5.2. Until the Payment Date, the Customer shall not be entitled to sell, transfer, lease, charge, assign by way of security, or otherwise deal in, or encumber the Equipment and the relationship between STAR-Dundee and the Customer in respect of the Equipment including any proceeds of sale or other consideration therefor shall be a fiduciary one.

5.3. If in breach of clause 5.2 above the Customer sells the Equipment prior to the Payment Date then any proceeds of sale in respect thereof and all rights arising under or in respect of the said sale shall be held (in the case of the proceeds of sale in a separate account) by the Customer as trustee for STAR-Dundee.

5.4. If after the Equipment has been delivered to the Customer but before title to the Equipment passes to the Customer, the Customer becomes subject to any of the events listed in clause 9.1.2, or STAR-Dundee reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Equipment has not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy STAR-Dundee may have, STAR-Dundee may require the Customer to deliver up the Equipment and, if the Customer fails to do so promptly, enter any premises of the Customer, or of any third party where the Equipment is stored, in order to recover it.

5.5. Risk in the Equipment and (if relevant) the physical medium upon which the Software is delivered shall pass to the Customer upon delivery to the Site.

5.6. As between STAR-Dundee and the Customer, all Intellectual Property Rights in the Equipment and Software and any documentation supplied shall remain with STAR-Dundee, and no Intellectual Property Rights are transferred by the Contract.

5.7. The Customer is licensed to use the Software subject to the terms of the Licence Agreement. The defined term the "**End-User**" in the Licence Agreement means, for the purposes of the Contract, the Customer. The Customer shall, and shall ensure that all its agents and employees shall, comply with the terms of the Licence Agreement.

6. Warranty

6.1. Subject to the limitations upon its liability set out in clause 7 below, STAR-Dundee warrants to the Customer, for a period of 12 months from delivery:

(a) that the Equipment will be free from defects;

(b) that for any Software supplied under the Contract, that Software shall comply with any specifications contained in any installation, technical or operating instructions provided to the Customer by STAR-Dundee relating to that Software; and

(c) that all Support Services provided hereunder shall be performed with reasonable skill and care.

6.2. Subject to clause 6.3 below, where the Equipment or Software is found not to comply with clause 6.1, STAR-Dundee shall repair or, in its sole discretion, replace, the defective Equipment or Software free of charge.

6.3. The obligations of STAR-Dundee contained in clause 6.2 above shall be conditional upon:

(d) notice being given of the defect or non-compliance within 5 working days of the defect or non-compliance becoming apparent;

(e) such notice being served within 12 months of delivery;

(f) the defective or non-compliant Equipment or Software being returned to STAR-Dundee;

(g) the defect or non-compliance not having arisen because the Customer has incorrectly stored, installed, used, modified, repaired or maintained the Equipment or Software or used it contrary to the terms of the Contract; and

(h) such defect or non-compliance being found to have arisen from STAR-Dundee's faulty design, workmanship or materials.

6.4. Subject to the foregoing, and with the exception of the terms implied by section 12 of the Sale of Goods Act 1979, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the Equipment, the Software and the provision of the Support Services are hereby expressly excluded. In particular, without limitation, no warranty is given that the Equipment or Software will produce a certain result or will be fit for purpose.

7. Limitation of Liability

7.1. The following provisions set out STAR-Dundee's entire liability (including any liability for the acts and omissions of its employees, agents and subcontractors) to the Customer arising out of, or in connection with this Agreement AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 7.

7.2. STAR-Dundee's liability to the Customer for death or personal injury resulting from its negligence, or for fraudulent misrepresentations or for any liability which cannot in law be limited, shall not be limited.

7.3. Subject to the provisions of clause 7.2 above, and where permitted by law, STAR-Dundee's entire liability to the Customer, in aggregate, for all claims, losses, damages, costs and expenses arising out of or relating to the Contract, whether in contract, negligence, strict liability, breach of statutory duty or otherwise howsoever, shall be limited to the Price paid by the Customer to STAR-Dundee.

7.4. Subject to clause 7.2 above, and where permitted by law, STAR-Dundee shall not be liable to the Customer for:

7.4.1. loss of profits, loss of goodwill or loss of anticipated savings; or

7.4.2. any type of special, indirect or consequential loss (including without limitation loss or damage suffered by the Customer as a result of an action brought by a third party);

in each case whether such loss was reasonably foreseeable or not and even if STAR-Dundee had been advised of the possibility of the Customer incurring the same.

8. Confidentiality

8.1. Each of STAR-Dundee and the Customer undertakes to the other both during and after the termination of the Contract to:

8.1.1. keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of the Contract (the "**Information**");

8.1.2. not without the other's written consent disclose the Information in whole or in part to any other person save those of its employees or contractors involved in the implementation of the works carried out under the Contract from time to time and who have a need to know the same; and

8.1.3. to use the Information solely in connection with the implementation of the Contract and not for its own benefit or the benefit of any third party.

8.2. The provisions of clause 8.1 above shall not apply to the whole or any part of the Information to the extent that it is:

8.2.1. already in the other party's possession other than as a result of a breach of this clause;

8.2.2. in or comes in the public domain;

8.2.3. is independently developed by the other party; or

8.2.4. is required to be disclosed by law.

9. Termination

9.1. STAR-Dundee may terminate the Contract forthwith by notice in writing to the Customer if the Customer:

9.1.1. is in material breach of any of its obligations under the Contract;

9.1.2. is unable to pay its debts or enters into liquidation (other than for the purpose of effecting a reconstruction or amalgamation) whether compulsorily or voluntarily or compounds with or convenes a meeting of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business; or

9.1.3. fails to pay any invoice by the due date, without prejudice to STAR-Dundee's right to receive interest for non-payment.

10. Consequences of Termination

10.1. Upon the termination of the Contract howsoever arising:

10.1.1. if termination has arisen where the invoice issued under clause 3.2 above has not been paid in full, the Customer will at the request of STAR-Dundee (and without prejudice to any other remedy of STAR-Dundee) return the Equipment within 7 days; and

10.1.2. the Customer will return or destroy any copies of the Software and associated documentation and all licences granted hereunder will terminate.

11. Trade Compliance

11.1. Each Party will comply with applicable export control, sanctions and embargoes laws and regulations.

11.2. The Customer shall not sell, supply, make available, export or re-export, directly or indirectly, any Equipment or Software supplied under or in connection with the Contract, or any goods or technologies that incorporate such Equipment and/or Software to, or for use in, the Russian Federation (including the Ukrainian territories occupied by the Russian Federation), Belarus or any country where:

(a) UK exporters would be prohibited, under the scope of UK sanctions regulations, or

(b) EU or US exporters would be prohibited, under the scope of EU and/or US sanctions regulations,

to sell, supply, make available, export or re-export such Equipment, Software, goods or technologies ("Sanctioned Goods"). Details of UK sanctions regulations are available at: Current UK sanctions regimes - GOV.UK.

11.3. The Customer undertakes to ensure that the purpose of clause 11.2 is not frustrated by any third parties further down the commercial chain, including by possible resellers, and shall monitor such third parties to ensure compliance.

11.4. Any breach of clauses 11.2 or 11.3 shall constitute a material breach of the Contract, and STAR-Dundee shall be entitled to seek appropriate remedies, including, but not limited to (i) termination of the Contract without liability; and (ii) claims under the Contract or at law for damages arising out of or in connection with any such breach.

11.5. The Customer shall immediately inform STAR-Dundee about any problems in applying clauses 11.2 or 11.3, including any relevant activities by third parties that could frustrate the purpose of clause 11.2.

11.6. The Customer agrees to indemnify STAR-Dundee against any liabilities, penalties, losses, damages, costs or expenses that may be imposed or incurred by STAR-Dundee in connection with any wilful or grossly negligent violation by the Customer of any applicable UK, US, EU and/or other applicable regulations in regard to STAR-Dundee products.

11.7. Where STAR-Dundee has reason to believe that any Sanctioned Goods have been sold, supplied, made available, exported or re-exported directly into a country prohibited under clause 11.2, STAR-Dundee shall be at liberty to notify its relevant partners and the relevant UK authorities irrespective of any confidentiality obligations between the parties.

12. Assignation

Save as expressly permitted by the Contract, the Customer shall not, without obtaining the prior written consent of STAR-Dundee, assign or transfer or sub-contract or charge or deal in any other manner with either the benefit or the burden of the Contract or any of its rights or obligations hereunder or purport to do any of the same. Any such purported assignation, assignment, transfer, sub-contracting, charging or dealing shall be null and void and without any force or effect.

13. Independent Contractors

STAR-Dundee and the Customer are independent contractors and nothing in the Contract is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other, and no party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14. Amendments

No amendment to or variation of the Contract shall be effective unless it is in writing and signed by or on behalf of the parties.

15. Severance

If any provision of the Contract is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of the Contract or the legality, validity or enforceability in any other jurisdiction of that or any other provision of the Contract.

16. Entire Agreement

The Contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreements or negotiations between the parties relating to the subject matter hereof.

17. No Reliance on Additional Warranties

Each of the parties acknowledges and agrees that in entering into the Contract it does not rely upon, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract. Nothing excludes any liability for fraudulent misrepresentations made by either party.

18. Rights of Third Parties

A person who is not party to the Contract shall have no right to enforce any term of the Contract.

19. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations under the Contract (other than the payment of money) if such delay or failure is due to any cause or circumstance beyond its reasonable control.

20. Governing Law and Jurisdiction

The Contract shall be governed by, and construed in accordance with, the law of Scotland.

Each party hereby irrevocably submits to the exclusive jurisdiction of the Scottish courts as regards any claim, dispute or matter arising out of or relating to the Contract and its implementation and effect, provided that the foregoing shall not prevent STAR-Dundee from raising proceedings in any appropriate forum in respect of infringement of intellectual property rights or breach of the Contract.

This is the Schedule in two parts referred to in the foregoing terms and conditions.

PART 1

SUPPORT SERVICES

Twelve months support is included in the Price. Thereafter support will be provided at STAR-Dundee's standard fees as notified to the Customer from time to time.

Any updates to the Software which are produced for general release will be provided free of charge.

STAR-Dundee will use reasonable endeavours to fix any defect in the Software by way of an upgrade, patch or workaround, and any defect in the Equipment by upgrade, patch, workaround, repair or replacement, provided the defect is reported to STAR-Dundee by email and, where requested by STAR-Dundee, the Customer returns the Equipment to STAR-Dundee. STAR-Dundee will not be obliged to undertake remote diagnostics nor provide support at the Customer's premises or at any other location.

The Customer acknowledges that no warranty is given that any issue may be resolved within a certain time or at all. In particular, and due to the Customer having had the opportunity to evaluate the Software and Equipment, STAR-Dundee does not warrant that it will be able to assist the Customer to achieve any specific results from use of the Equipment or Software which STAR-Dundee considers not to be feasible.

Faults arising from the following causes will not be diagnosed and rectified as part of the Support Services:

- repair, adjustment, alteration or modification of the Software or Equipment by any person other than STAR-Dundee or without STAR-Dundee's prior written consent;
- improper use or operation of the Software or Equipment;
- use of the Software with hardware other than the Equipment;
- addition/removal of accessories, attachments or other devices to/from Equipment;
- causes external to the Equipment or Software;
- fair wear and tear to the Equipment;
- failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by STAR-Dundee;
- breach by the Customer of any of its obligations under the Contract, which breach reasonably affects the ability of STAR-Dundee to provide the Support Services; or
- the Customer's failure to install and use in substitution for the previous release any update to the Software within 30 days of receipt of the same, where such installation and use would have prevented the fault occurring.

PART 2

END USER LICENCE AGREEMENT

This End-User Licence Agreement will appear on screen when the Software is installed and is a legal agreement between the user and STAR-Dundee as well as between the Customer and STAR-Dundee as part of the Contract.

End-User Licence Agreement for STAR-Dundee Software

IMPORTANT-PLEASE READ CAREFULLY:

This End-User Licence Agreement is a legal agreement between you, (the "**End-User**"), and STAR-Dundee, which governs your use of the software ("**Software**") and any associated documentation, instructions, example software or other materials provided with the software ("**Associated Materials**").

By installing the Software you agree to be legally bound by the terms of this End-User Licence Agreement which are noted below.

IF YOU DO NOT AGREE to the terms of this End-User Licence Agreement, STAR-Dundee cannot licence the Software to you and you may not, under any circumstances, install or otherwise use the Software.

Terms and Conditions of End User License

1. Ownership of Copyright

Copyright and all other proprietary rights in the Software, including any copies made for archival purposes, and in the Associated Materials shall remain at all times with STAR-Dundee regardless of the form or media in which the Software or Associated Materials exist. This licence does not constitute a sale of the Software or Associated Materials or any copies thereof.

2. Licence

STAR-Dundee grants the End-User a non-transferable, non-exclusive licence to 1) use the Software with the supplied Equipment, and 2) use the Associated Materials. Unless multiple licences have been purchased, the End-User may not use the Software with more than one Equipment unit concurrently. STAR-Dundee further grants the End-User a licence to make one copy of the Software solely for archival purposes. The End-User is solely responsible for installation.

3. Restrictions on the use and transfer of the Software

Except with the express written permission of STAR-Dundee the End-User may NOT:

- Rent, lease or allow any third party access to the Software or any portion thereof.
- Transfer the Software and/or the licence granted hereunder to any third party.
- Save as permitted by law, reverse engineer, decompile, disassemble or use the Software to create any derivative software, provided that, for the avoidance of doubt, nothing in the foregoing shall prevent the End-User from building additional software that calls upon the Software to perform a function.

- Reproduce, use, or permit to be used, the Software, or any portion or derivatives thereof, in any training or development of any AI System or any portion thereof or of any other datasets, systems, algorithms or methodologies.
- Disclose or provide any Software, or any portion or derivative thereof, to any AI System, if the AI System will train or develop itself based on such information or maintain any persistent copy of such information, or any portion or derivative thereof.

For the purposes of this section 3, "**AI System**" means any large language model, machine learning system or algorithm, or any technology that can make decisions, create predictions, generate new content, or recognize patterns without being explicitly programmed to do so.

4. Warranty, Liability and Indemnity

The Software and Associated Materials are provided "as is" without any warranty of any kind. STAR-Dundee does not warrant, guarantee or make any representations regarding the use, or the results of the use of the Software or the Associated Materials in terms of correctness, accuracy, reliability, fitness for purpose or otherwise. STAR-Dundee shall not be liable for any defect in the Software or Associated Materials or for any loss, damages or injury whatsoever or howsoever caused arising directly or indirectly out of the use of the Software or Associated Materials (except to the extent that such liability may not be lawfully excluded). The End-User agrees to indemnify STAR-Dundee in relation to any claim arising out of that End-User's use of the Software and Associated Materials and for any breach of this End-User Licence Agreement.

5. Governing Law

This End-User Licence Agreement shall be governed by, and interpreted in accordance with, the law of Scotland. The parties hereby submit to the exclusive jurisdiction of the Scottish Courts, provided that the foregoing shall not prevent STAR-Dundee from raising proceedings in any appropriate forum in respect of infringement of intellectual property rights or breach of this End-User Licence Agreement.

6. Contact Points

General – email: enquiries@star-dundee.com

Support – email: support@star-dundee.com

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