

Nexant Subscription Terms & Conditions

1. SERVICES

NEXANT agrees to perform for CLIENT the Services described in this Agreement with that degree of skill and judgement normally exercised by recognised professional firms performing services of a similar nature.

2. RESPONSIBILITY

NEXANT shall perform the Services as an independent contractor in accordance with its own methods, the terms of this Agreement, and applicable laws and regulations. NEXANT's liability arising out of or in connection with the Services shall be limited to re-performing at its own expense any such Services which are (a) deficient because of NEXANT's failure to perform such Services in accordance with the standards imposed by law upon professionals performing services of a similar nature, and (b) reported in writing to NEXANT within a reasonable time, not to exceed thirty (30) days after the discovery thereof, but in no event later than ninety (90) days from the completion of the Services.

NEXANT's total liability to CLIENT arising out of or in connection with the Agreement shall not exceed the total Fee paid to NEXANT under the Agreement, and CLIENT agrees to release NEXANT from any liability in excess thereof. CLIENT agrees to release NEXANT from any liability for loss of or damage to CLIENT's property.

Under no circumstances shall NEXANT be liable to CLIENT for any consequential or incidental damages, including but not limited to loss of use or loss of profit.

Releases from and limitations of liability expressed in the Agreement shall apply even in the event of the fault or negligence of the party released or whose liability is limited, and shall extend to the directors, officers and employees, and related entities of such party.

CLIENT hereby agrees to defend, indemnify and hold harmless NEXANT, its respective officers, employees, agents, assigns and successors in interest from and against any and all third party liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses for death or injury to person or damage to property arising out of or in connection with the Agreement, to the extent caused by CLIENT's acts or omissions of any kind, including negligence.

3. REPORT

The Report may not be reproduced, distributed or used without first obtaining prior written consent by NEXANT. Neither NEXANT, CLIENT nor any person acting on behalf of either assumes any liabilities with respect to the use of or for damages resulting from the use of any information contained in the report. NEXANT does not represent or warrant that any assumed conditions will come to pass.

4. FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In such event, the schedule and compensation for the performance of the Services shall be equitably adjusted.

5. SUBCONTRACT RIGHTS

NEXANT shall have the right to subcontract any portion of the Services to its related entities without the prior approval of CLIENT. NEXANT guarantees the compliance of such related entities with the terms of this Agreement and that CLIENT will not incur any duplication of costs by reason of such subcontracts.

6. USE OF NAME AND PUBLICITY

Each party agrees that it will not, without the prior written consent of the other party in each instance use in advertising, publicity, or otherwise the name of the other party, or any affiliate, partner, employee or agent of the other party, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction, or simulation thereof owned by the other party or its affiliates. Provided, however, that either Party may disclose the existence of a contractual relationship between the Parties for promotional purposes.

7. TERMINATION

CLIENT may terminate the Services at any time upon written notice and payment to NEXANT of that portion of the Fee, which reasonably reflects the portion of the Services performed to the date of termination, including a reasonable fee thereon, plus all reasonable costs incurred as a result of such termination. Upon such termination, NEXANT's liability to CLIENT arising out of or in connection with the performance of the Services shall cease.

Nexant may terminate the Services at any time upon written notice to the Client. Any fees paid by the Client will be reimbursed by Nexant. Upon such termination NEXANT's liability to the Client arising out of or in connection with the performance of the Services shall cease.

8. PAYMENT

For the performance of the Services, CLIENT shall pay NEXANT a total Fee specified in the Subscription Form.

Amounts owed to NEXANT for more than thirty (30) days beyond the agreed payment date shall accrue the statutory rate of interest applying to late payment under the Late Payment of Commercial Debts (Interest Act 1998).

9. DISPUTE FEES AND COSTS

In the event of a dispute under the Agreement, the prevailing party shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in connection with such dispute.

If in the future NEXANT is requested by CLIENT to provide assistance, give testimony, review documents or the like in connection with claims, disputes, investigations or litigation involving the project or facilities to which this Agreement pertains, then CLIENT shall compensate NEXANT time and expenses (including reasonable and necessary attorney's fees) incurred by NEXANT in connection with such activities.

10. COMPLETE AGREEMENT

The signed Subscription Form along this Terms and Conditions constitute the Agreement between CLIENT and NEXANT with respect to the subject matter referenced herein and merge all of the previous and contemporaneous discussions, representations, understandings and agreements between the parties with respect to the subject matter of this Agreement. This Agreement shall not be altered except in writing, signed by both parties.

To the extent there is a conflict between these Terms and Conditions and other provisions of the Agreement between NEXANT and the CLIENT, these Terms and Conditions shall take precedence.

11. THIRD PARTY LIABILITY

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

12. APPLICABLE LAW

This Agreement and the relationship between the parties shall be governed by and interpreted in accordance with English law. The parties further agree that no claim may be brought against any party in contract, tort or otherwise save in so far as such claim could be brought in English law without reference to the law of any other country.