Avari Solutions Limited SOFTWARE AS A SERVICE TERMS AND CONDITIONS

(A) Avari Solutions Ltd

(B) The Customer wishes to use Avari Solutions Ltd service in its business operations.

(C) Avari Solutions Ltd has agreed to provide, and the Customer has agreed to take and pay for, Avari Solutions Ltd service subject to the terms and conditions of this agreement.

Agreed terms

1. Interpretation

(1.1) The definitions and rules of interpretation in this clause apply in this agreement.

Account Manager: means the Avari Solutions Ltd account manager as set out in the Order Form.

Additional Users: the users subscribing to the Services in addition to the Number of Users specified in the Order Form.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: the commencement date stated in the Order Form.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.5.

Customer: means the customer as set out in the Order Form.

Customer Contact: means the contact named in the Order Form who is authorised to enter into this agreement on behalf of the Customer.

Customer Data: the data inputted by the Customer, Authorised Users, or Avari Solutions Ltd on the Customer’s behalf for the purpose of using the Services or facilitating the Customer’s use of the Services.

Documentation: includes the documents and Training Drills made available to the Customer by Avari Solutions Ltd (or such other web address notified by Avari Solutions Ltd to the Customer from time to time), which also sets out a description of the Services and the user instructions for the Services, together with the engagement with the Customer to finalise the content and questions required to form the Training Drills made available online as part of the Service.

Normal Business Hours: 9.00 am to 5.30 pm local UK time, each Business Day.

Number of Users: means the number of users of the Service as set out in the Order Form.

Order Form: means the form completed by Avari Solutions Ltd and sent to the Customer by email for approval which sets out the commercial terms of the order.

Parties: means the Avari Solutions Ltd and the Customer.

Payment Terms: means the payment terms as set out in the Order Form.

Services: the subscription services provided by Avari Solutions Ltd to the Customer under this agreement via www.Avari Solutions Ltd.com or any other website notified to the Customer by Avari Solutions Ltd from time to time, as more particularly described in the Documentation.

Software: the online software applications provided by Avari Solutions Ltd as part of the Services.

Special Conditions: means the special conditions as set out in the Order Form.

Subscription Fees: the subscription fees payable by the Customer to Avari Solutions Ltd for the User Subscriptions, as set out in the Order Form.

Subscription Term: has the meaning given in the Order Form.

Support Services Policy: Avari Solutions Ltd policy for providing support in relation to the Services as made available at www.avari.solutions as such other website address as may be notified to the Customer from time to time.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 8.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Training Content: training materials, information and data provided by the Customer to Avari Solutions Ltd to incorporate into the Documentation as Training Drills.

Training Drills: means the questions produced by the Customer or Avari Solutions Ltd (as appropriate) which form part of the Documentation to be used in the Service.

Virus: any, thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Avari Solutions Ltd Invoice: any invoice raised by Avari Solutions Ltd to the Customer for the provision of the Services.

2. User subscriptions

(2.1) Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.2 and clause 8.1, the restrictions set out in this clause 2, the Customer providing valid email addresses for the Authorised Users, and the other terms and conditions of this agreement, Avari Solutions Ltd hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

(2.2) In relation to the Authorised Users, the Customer undertakes that:

(a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

(b) it will not allow any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

(c) each Authorised User shall keep a secure password for his use of the Services and Documentation and that each Authorised User shall keep his password confidential;

(d) If Avari Solutions Ltd determines that the Customer has underpaid Subscription Fees Avari Solutions Ltd as a result of a breach of clause 2.2 (a) and 2.2 (b), then without prejudice to Avari Solutions Ltd rights, the Customer shall pay to Avari Solutions Ltd an amount equal to such underpayment as calculated in accordance

with the prices set out in the Order Form within 10 Business Days of the date of the relevant audit.

(2.3) The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c)depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and Avari Solutions Ltd reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

(2.4) The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;

(ii) or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide services to third parties; or

(d) subject to clause 21.1 (or unless specifically permitted in writing by Avari Solutions Ltd), license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and

(2.5) The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Avari Solutions Ltd.

(2.6) The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Additional user subscriptions

(3.1) Subject to clause 3.1 and clause 3.2, the Customer may, from time to time during any Subscription Term, purchase Additional Users and Avari Solutions Ltd shall grant access to the Services and the Documentation to such Additional Users in accordance with the provisions of this agreement.

(3.2) If the Customer wishes to purchase Additional Users, the Customer shall email the request to the Account Manager. Avari Solutions Ltd shall evaluate such request for Additional Users and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld).

(3.3) If Avari Solutions Ltd approves the Customer's request to purchase Additional Users, the Customer shall pay to Avari Solutions Ltd the relevant fees for such Additional Users within the Payment Terms of Avari Solutions Ltd Invoice, which unless otherwise agreed between the parties, shall be the Subscription Fee agreed in the most recent Order Form agreed between the parties.

4. Services

(4.1) Avari Solutions Ltd shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

(4.2) Avari Solutions Ltd shall use commercially reasonable endeavours to make the Services available during Normal Business Hours.

(4.3) Avari Solutions Ltd will, as part of the Services and at no additional cost to the Customer, provide the Customer with Avari Solutions Ltd s standard customer support services during Normal Business Hours in accordance with Avari Solutions Ltd Support Services Policy in effect at the time that the Services are provided. Avari Solutions Ltd ay amend the Support Services Policy in its sole and absolute

discretion from time to time. The Customer may purchase enhanced support services separately at Avari Solutions Ltd then current rates.

5. Customer data

(5.1) The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

(5.2) Avari Solutions Ltd shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Avari Solutions Ltd to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Avari Solutions Ltd. Avari Solutions Ltd shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Avari Solutions Ltd to perform services related to Customer Data maintenance and back-up).

(5.3) Avari Solutions Ltd shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data available at www.Avari Solutions Ltd.com or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by Avari Solutions Ltd in its sole discretion.

(5.4) If Avari Solutions Ltd processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and Avari Solutions Ltd shall be a data processor and in any such case:

(a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and Avari Solutions Ltd other obligations under this agreement;

(b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Avari Solutions Ltd so that Avari Solutions Ltd may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;

(c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and

(d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. Avari Solutions Ltd obligations

(6.1) Avari Solutions Ltd undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

(6.2) The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Avari Solutions Ltd' instructions, or modification or alteration of the Services by any party other than Avari Solutions Ltd or Avari Solutions Ltd duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Avari Solutions Ltd will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, Avari Solutions Ltd:

(a)does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(b)is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

(6.3) This agreement shall not prevent Avari Solutions Ltd from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

(6.4) Avari Solutions Ltd warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7. Customer's obligations and licence

(7.1) The Customer shall:

(a) provide Avari Solutions Ltd with:

(i) all necessary co-operation in relation to this agreement and to provide prompt approval and / or comments to Avari Solutions Ltd prior to the launch of each Training Drill;

(ii) Training Content to incorporate into the Documentation; and

(iii) all necessary access to such information as may be required by Avari Solutions Ltd;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b) comply with all applicable laws and regulations with respect to its activities under this agreement;

(c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Avari Solutions Ltd may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Avari Solutions Ltd, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by Avari Solutions Ltd from time to time; and

(g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Avari Solutions Ltd data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

(7.2) The Customer hereby grants a perpetual, royalty-free licence to Avari Solutions Ltd to use the Training Content for the purpose of delivering the Services to the Customer under the terms of this agreement.

8. Charges and payment

(8.1) The Customer shall pay the Subscription Fees to Avari Solutions Ltd for the User Subscriptions in accordance with this clause 8 and the Order Form.

(8.2) Unless otherwise agreed between the Parties, Avari Solutions Ltd shall invoice the Customer on or after the Commencement Date for the Subscription Fees payable in respect of the Subscription Term and the Customer shall pay each invoice within the Payment Terms.

(8.3) If Avari Solutions Ltd has not received payment within 10 days after the Avari Solutions Ltd Invoice due date, and without prejudice to any other rights and remedies of Avari Solutions Ltd:

(a)Avari Solutions Ltd may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Avari Solutions Ltd shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b)interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Avari Solutions Ltd bankers in the UK from time to time, commencing on the Avari Solutions Ltd Invoice due date and continuing until fully paid, whether before or after judgment.

(8.4) All amounts and fees stated or referred to in this agreement:

(a)shall be payable in pounds sterling unless otherwise specified in the Order Form;

(b)are, subject to clause 12.4(b), non-cancellable and non-refundable;

(c)are exclusive of value added tax, which shall be added to Avari Solutions Ltd invoice(s) at the appropriate rate.

(8.5) Avari Solutions Ltd shall be entitled to vary the Subscription Fees and the fees payable in respect of the Additional User Subscriptions purchased pursuant to clause 3.2 upon 30 days' prior notice to the Customer and the Order Form shall be deemed to have been amended accordingly.

9. Proprietary rights

(9.1) The Customer acknowledges and agrees that Avari Solutions Ltd and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

(9.2) Avari Solutions Ltd confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. Confidentiality

(10.1) Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

(a)is or becomes publicly known other than through any act or omission of the receiving party;

(b)was in the other party's lawful possession before the disclosure;

(c)is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
(d)is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e)is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

(10.2) Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party (apart from any consultants appointed by Avari Solutions Ltd to fulfil the Service), or use the other's Confidential Information for any purpose other than the implementation of this agreement.

(10.3) Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

(10.4) Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

(10.5) The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Avari Solutions Ltd Confidential Information.

(10.6) Avari Solutions Ltd acknowledges that the Customer Data is the Confidential Information of the Customer.

(10.7) This clause 10 shall survive termination of this agreement, however arising.

(10.8) No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. Indemnity

(11.1) The Customer shall defend, indemnify and hold harmless Avari Solutions Ltd against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

(a) the Customer is given prompt notice of any such claim;

(b) Avari Solutions Ltd provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim.

(11.2) Avari Solutions Ltd shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any patent effective as of the Commencement Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) Avari Solutions Ltd is given prompt notice of any such claim;

(b) the Customer provides reasonable co-operation to Avari Solutions Ltd in the defence and settlement of such claim, at Avari Solutions Ltd expense; and

(c) Avari Solutions Ltd is given sole authority to defend or settle the claim.

(11.3) In the defence or settlement of any claim, Avari Solutions Ltd may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

(11.4) In no event shall Avari Solutions Ltd, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services or Documentation by anyone other than Avari Solutions Ltd; or

(b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Avari Solutions Ltd; or

(c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Avari Solutions Ltd or any appropriate authority.

(11.5) The foregoing and clause 12.4(b) states the Customer's sole and exclusive rights and remedies, and Avari Solutions Ltd (including Avari Solutions Ltd employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

(11.6) The Customer shall indemnify Avari Solutions Ltd against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Avari Solutions Ltd arising out of or in connection with any claim made against Avari Solutions Ltd for actual or alleged infringement of a third party's intellectual property rights, actual or alleged defamation, or otherwise, arising out of or in connection with use of the Training Content and/or Customer Data by Avari Solutions Ltd in the course of providing the Services.

12. Limitation of liability

(12.1) This clause 12 sets out the entire financial liability of Avari Solutions Ltd (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

(a)arising under or in connection with this agreement;

(b)in respect of any use made by the Customer of the Services and Documentation or any part of them; and

(c)in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

(12.2) Except as expressly and specifically provided in this agreement:

(a)the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Avari Solutions Ltd shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Avari Solutions Ltd by the Customer in connection with the Services, or any actions taken by Avari Solutions Ltd at the Customer's direction;

(b)all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(c)the Services and the Documentation are provided to the Customer on an "as is" basis.

(12.3) Nothing in this agreement excludes the liability of Avari Solutions Ltd:

(a)for death or personal injury caused by Avari Solutions Ltd negligence; or

(b)for fraud or fraudulent misrepresentation.

(12.4) Subject to clause 12.2 and clause 12.3:

(a)Avari Solutions Ltd shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b)Avari Solutions Ltd total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to 50% of the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose subject to a maximum figure of £1,000,000.

13. Term and termination

(13.1) This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Commencement Date and shall continue for the Subscription Term and, thereafter, this agreement shall continue until either party provides the other party with one (1) month written notice of termination, unless otherwise agreed in the Order Form:

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

(a)the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment;

(b)the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so;

(c)the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;

(d)the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e)a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f)an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(g)the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(h)a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(i)a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party’s assets and such attachment or process is not discharged within 14 days;

(j)any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(c) to clause 13.2(i) (inclusive);

(k)the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(l)any warranty given by Avari Solutions Ltd in clause 6.4 of this agreement is found to be untrue or misleading.

(13.3)On termination of this agreement for any reason:

(a)all licences granted under this agreement shall immediately terminate;

(b)each party shall make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c)Avari Solutions Ltd may in its discretion destroy or otherwise dispose of any of the Customer Data in its possession.

(d)any 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 agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. Force majeure

Avari Solutions Ltd shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Avari Solutions Ltd or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Avari Solutions Ltds or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Order Form, the provisions in the Order Form shall prevail.

16. Variation

No variation of this agreement shall be effective unless it is in writing and accepted by the parties (or their authorised representatives). For the avoidance of doubt, agreement by email shall constitute an agreement in writing.

17. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

(19.1) If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

(19.2) If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20. Entire agreement

(20.1) This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

(20.2) Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

21. Assignment

(21.1) The Customer shall not, without the prior written consent of Avari Solutions Ltd, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

(21.2) Avari Solutions Ltd may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the 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).

23. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. Notices

(24.1) Any notice required to be given under this agreement shall be in writing and shall be delivered by email to the Avari Solutions Ltd Account Manager, by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Order Form, or such other address as may have been notified by that party for such purposes.

(24.2) A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

25. Governing law

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

26. Jurisdiction

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