

This is the Agreement (as defined below) on which we (Appvia Ltd, incorporated and registered in England and Wales under company number 10653692 and whose registered office is at Cap House Ground Floor, 9-12 Long Lane, London, England, EC1A 9HA ("**Appvia**")) agree to license use of our Software (as the defined below) to you (our "**Customer**", as further defined below). Each of Appvia and the Customer, a "party" and together the "parties".

If you wish to use the Software, please sign the Order Form (as defined below) to acknowledge acceptance of this Agreement. This Agreement will then govern the relationship between Appvia and the Customer and any use the Customer makes of the Software from the date of the Order Form.

If the Customer does not accept the terms set out in this Agreement, the Customer may not use the Software. The parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply for the purposes of the Agreement:

"Agreement" means this Software Licence Agreement and the Order Form.

"Applicable Data Protection Laws" means: (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (ii) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Appvia is subject, which relates to the protection of personal data.

"Authorised Users" means those employees or officers of the Customer who are authorised by the Customer to use the Software and the Documentation in accordance with this Agreement.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Business Hour" means an hour within the period of Normal Business Hours.

"Confidential Information"	means information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 9.1.
"Contract Year"	means each successive 12-month period commencing on the Effective Date or any anniversary thereof.
"Customer"	means the party set out on the Order Form which has agreed to use the Software in accordance with the terms of the Agreement.
"Customer Data"	means all data, information and messages provided by the Customer or an Authorised User and input into the Software by the Customer or an Authorised User.
"Delivery Date"	means the date on which Appvia will deliver the Software to the Customer pursuant to clause 2.2, as set out in the Order Form.
"Documentation"	means the latest version of the manuals and other documents relating to the Software and/or its use that are updated from time to time and made available via Appvia's website or directly by Appvia.
"Effective Date"	means the date identified on the Order Form as the 'Effective Date'.
"EU GDPR"	means the General Data Protection Regulation ((EU) 2016/679).
"Fees"	means the Licence Fees (as increased for any additional use pursuant to clause 7.5), the Installation Fee (if applicable) and any other fees payable by the Customer to Appvia under the Agreement.
"Force Majeure Event"	means an event beyond the reasonable control of Appvia, including but not limited to flood, fire, explosion, the elements, epidemic, pandemic, disease, war, civil commotion, terrorist activity, government acts, shortage of raw materials, power or fuel, or breakdown of plant or machinery, computer, software and hardware failure, or any failure in a communications network.

"Initial Licence Term"	means the period commencing on the Effective Date and expiring after the period of time identified on the Order Form as the 'Initial Licence Term'.
"Installation Fee"	means if applicable, the sum set out on the Order Form payable by the Customer in respect of the installation of any Software by Appvia within the Local Environment.
"Installation Services"	means the installation of the Software on the Customer's Local Environment in accordance with clause 2.3.1.
"Intellectual Property Rights"	means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
"Licence Fees"	means the fees payable by the Customer to Appvia for Authorised Users to access the Software and Documentation as set out on the Order Form.
"Licence Term"	has the meaning given to it in clause 12.1.
"Local Environment"	means the IT network and systems operated by the Customer.
"Local Environment Specifications"	means the minimum specifications which the Local Environment must meet to support the installation and running of the Software, as set out in the Documentation.
"Normal Business Hours"	means 9.00 am to 5.00 pm local UK time, each Business Day.

"Order Form"	means the order form signed by the Customer setting out its order for the use of the Software.
"Renewal Date"	means the date on which a Renewal Term commences.
"Renewal Term"	has the meaning given it in clause 12.1.
"Software"	means the software provided by Appvia pursuant to the Agreement, as specified in the Order Form and described in the Documentation.
"Software Licence Agreement"	means these terms and conditions relating to the licence of use of the Software by Appvia to the Customer.
"Software Support and Maintenance Agreement"	means the agreement relating to the provision of support and maintenance in relation to the Software made between Appvia and the Customer on the date of this Agreement.
"Software Support Version List"	has the same meaning in the Software Support and Maintenance Agreement.
"Specification"	means the minimum functionality of the Software as described in Documentation from time to time.
"Training Services"	means training in the use of the Software as set out in the Order Form.
"UK GDPR"	has the meaning given to it in the Data Protection Act 2018.
"VCPU"	each virtual central processing unit which is utilised by Appvia in order to provide the Customer with use of the Software.
"VCPU Quota"	Means the maximum number of VCPUs which may be used from time to time during the term of this Agreement as set out in the Order Form.
"Warranty Period"	means the period of thirty (30) days from and including the date the Software is made available to the Customer.
"Usage Check"	has the meaning given to it in clause 6.1.

- 1.2 Clause and paragraph headings shall not affect the interpretation of the Agreement. References to clauses are to the clauses of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 Words in the singular shall include the plural and vice versa. A reference to one gender shall include a reference to the other genders.
- 1.5 Any reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Any phrase introduced by the words "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words. A reference to writing or written includes e-mail.

2 LICENCE

- 2.1 Subject to the payment by the Customer of the Fees, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, Appvia hereby grants to the Customer a non-exclusive, non-sublicensable, non transferable licence to permit Authorised Users to use the Software and the Documentation only during the Licence Term and only for the internal business purposes of the Customer.
- 2.2 On or before the Delivery Date, Appvia shall make available to the Customer in object code form, one copy of the Software, which, if the Customer has not ordered the provision of the Installation Services, the Customer may install locally onto the temporary memory or permanent storage of servers in the Local Environment.
- 2.3 Appvia shall:
 - 2.3.1 if the Customer has requested the provision of the Installation Services, as soon as reasonably practicable after the Effective Date or within any timescale set out on the Order Form, remotely assist the Customer to install one copy of the Software, in object form, onto the temporary memory or permanent storage of servers in the Local Environment, provided that the Customer provides all reasonably required access to such servers; and
 - 2.3.2 provide the Training Services in accordance with the terms of the Order Form.

- 2.4 The Customer shall ensure that the Authorised Users use the Software and Documentation in accordance with the Agreement and shall be responsible for any Authorised User's acts or omissions in connection with use of the Software and/or the Documentation, including any breach of this Agreement, as if the same were an act or omission of the Customer.
- 2.5 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, the Customer shall not:
- 2.5.1 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form the Software or any part of it; or
- 2.5.2 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any part of the Software (as applicable) in any form or media or by any means except to the extent expressly permitted under this Agreement.
- 2.6 The Customer shall not:
- 2.6.1 access all or any part of the Software in order to build a product or service which competes with the Software;
- 2.6.2 use the Software for the benefit of any person other than the Customer; or
- 2.6.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party except the Authorised Users.
- 2.7 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Appvia.
- 2.8 The Customer acknowledges and agrees that it is and shall remain solely responsible for determining whether it is permitted, under applicable laws, to access and use the Software as contemplated by this Agreement
- 3 PERSONAL DATA
- 3.1 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 3.2 The parties have determined that, for the purposes of Applicable Data Protection Laws each party shall act as controllers (as defined in the UK GDPR) of any Customer Data.
- 3.3 Should the determination in clause 3.2 change, then each party shall work together in good faith to make any changes which are necessary to this clause 3.

- 3.4 The Customer hereby acknowledges and consents to Appvia collecting:
- 3.4.1 personal data in respect of Authorised Users in the course of carrying out a Usage Check by assigning a unique account ID number to each Authorised User and analysing their use of the Software in accordance with clause 6.1; and
 - 3.4.2 anonymised telemetry data relating to the Customer's use of the Software and using the same, both during the Licence Term and following the termination or expiry of the Agreement for any reason, for the purpose of Appvia improving the Software or any other reason.

4 APPVIA'S OBLIGATIONS

- 4.1 Subject to clause 4.3, Appvia warrants that the Software, save for any version which is not supported as set out on the Software Support Version List from time to time, will materially comply with the Specification during the Warranty Period excluding any non-conformance which is caused by:
- 4.1.1 use of the Software contrary to the Documentation and/or Appvia's instructions; and
 - 4.1.2 modification or alteration of the Software by any party other than Appvia, its subcontractors or agents.
- 4.2 If the Software does not conform with the warranty given in clause 4.1 and such non-conformance is notified in writing to Appvia during the Warranty Period, the Customer shall afford Appvia a reasonable opportunity to correct any such non conformance or provide the Customer with an alternative means of accomplishing the desired performance.
- 4.3 Appvia does not warrant that the Customer's use of the Software will be uninterrupted or error-free; or that the Software, Documentation, Specification and/or the information obtained by the Customer through the Software will meet the Customer's requirements..
- 4.4 This Agreement shall not prevent Appvia 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.
- 4.5 Appvia warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 4.6 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

5 CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- 5.1.1 ensure that the Local Environment complies at a minimum with the Local Environment Specifications;
- 5.1.2 unless it has ordered the Installation Services, install the Software in the Local Environment in accordance with the Documentation and the terms of this Agreement;
- 5.1.3 provide Appvia with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by Appvia to comply with its obligations under this Agreement;
- 5.1.4 comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 5.1.5 be responsible for all Customer Data transmitted or received by it or an Authorised User via the Software and the consequences thereof, and shall ensure that the Customer Data shall not infringe the Intellectual Property Rights of any third party;
- 5.1.6 implement security procedures to prevent unauthorised use or misuse of the Software or use of the Software by anyone other than the Authorised Users;
- 5.1.7 maintain identifiers, passwords and security codes for the Software in confidence;
- 5.1.8 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
- 5.1.9 obtain and shall maintain all necessary Customer licences, consents, and permissions necessary for Appvia, its subcontractors and agents to perform their obligations under this Agreement; and
- 5.1.10 procure that the Authorised Users shall comply with any restrictions or other obligations applicable to their use of the Software as set out in this clause 5.1.

5.2 The Customer may

- 5.2.1 copy and/or transfer the Software to and install the Software on substitute disaster recovery or back-up equipment solely for use in accordance with clause 5.2.2;
- 5.2.2 use the Software on such temporary substitute disaster recovery or back-up equipment when the primary equipment in the Local Environment is temporarily inoperable; and

- 5.2.3 make a reasonable number of copies of the Software and the Documentation for archive, emergency back up purposes, disaster recovery testing and/or general testing purposes.
- 5.3 The Customer undertakes that:
- 5.3.1 the median average of the VCPUs that it uses in any calendar month during the Initial Licence Term and each Renewal Term shall not exceed the VCPU Quota; and
- 5.3.2 it will not allow the Software to be used by anyone other than the Authorised Users except with the express prior written consent of Appvia.
- 5.4 The Customer shall, and shall procure that the Authorised Users shall, immediately cease use of the Software if it is notified by Appvia, or otherwise becomes aware of, or suspects, a security breach of the Software. The Customer shall immediately notify Appvia of such a breach of security. At the request of Appvia, the Customer shall promptly terminate an individual's access to the Software if Appvia reasonably believes that such individual is breaching security or is otherwise misusing the Software. The Customer acknowledges and agrees that if it fails to do so, Appvia will have the right, in its sole discretion, to take any such action as it may deem necessary to prevent access to the Software.
- 5.5 In the event of any delays in the Customer's performance of its obligations or the provision of assistance by the Customer as agreed by the parties, Appvia may adjust any agreed timetable or delivery schedule as reasonably necessary.
- 6 AUDIT
- 6.1 Appvia shall have the right to audit the Customer's use of the Software, and to determine whether such use is in accordance with the terms of this Agreement (a "**Usage Check**"). The Customer shall provide Appvia with such information, co-operation and assistance as it may from time to time reasonably request in connection with each Usage Check, including providing reasonable access to:
- 6.1.1 information relation to the Customer's use of, and access to, the Software; and
- 6.1.2 the relevant Authorised Users.
- 6.2 If a Usage Check reveals that the Customer has underpaid Fees to Appvia, then without prejudice to Appvia's other rights and remedies, the Customer shall pay to Appvia an amount equal to such underpayment as calculated in accordance with Appvia's then current list prices within 10 Business Days of the date of the relevant audit.
- 7 CHARGES AND PAYMENT

- 7.1 The Customer shall pay the Fees to Appvia in accordance with this clause 7 and the Order Form.
- 7.2 The Licence Fees shall be payable monthly in advance from the Effective Date and the Customer shall pay each invoice within 30 days after the date of issue of such invoice.
- 7.3 If Appvia has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Appvia, 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 Barclays Bank Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.4 Appvia shall be entitled to review and vary the Licence Fees payable under this Agreement from time to time but no more than once during each Contract Year and only upon giving not less than 30 days' written notice to the Customer. Any such increase shall be no more than 5% above the equivalent increase in the UK Retail Price Index since the later of the Effective Date or the last increase.
- 7.5 All amounts and fees stated or referred to in this Agreement shall be payable in pounds sterling, are non-cancellable and non-refundable and are exclusive of value added tax, which shall be added to Appvia's invoice(s) and payable by the Customer at the appropriate rate.
- 7.6 If the Customer wishes to increase the VCPU Quota during the Initial Licence Term or any Renewal Term (as applicable) the Customer shall notify Appvia. If Appvia accepts the increase requested, Appvia shall provide a revised draft Order Form updated to show the requested increased VCPU Quota and any additional Fees. If the parties agree to the terms of the revised Order Form by email or signed in writing, such new Order Form shall replace the previous Order Form. Appvia will invoice the Customer as applicable for increased Fees on a pro rata basis for the remainder of the then current term until the next Renewal Date. On and from the following Renewal Date the relevant increased VCPU Quota shall apply.
- 7.7 If, in any calendar month during the Initial Licence Term or any Renewal Term, the median average of the VCPUs used by the Customer during that period exceeds the VCPU Quota without having gone through the procedure set out in clause 7.6, Appvia shall be entitled to increase the Licence Fees with effect from the date on which the median average of the VCPUs used by the Customer during such period first exceeds VCPU Quota in line with Appvia's standard fees for VCPU Usage applicable at the time of the increase as notified by Appvia to the Customer.
- 7.8 All amounts due under this Agreement shall be paid by the Customer to Appvia in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8 PROPRIETARY RIGHTS

- 8.1 The Customer acknowledges and agrees that Appvia or its licensors (as applicable) own all Intellectual Property Rights in the Software and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer or any Authorised User any Intellectual Property Rights to, or in, or licences in respect of, the Software, Documentation or any part of them.
- 8.2 If and to the extent that the Customer obtains any Intellectual Property Rights in the Software or the Documentation, the Customer assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to Appvia and waives all moral rights in respect of the same.
- 8.3 Appvia shall do and execute, or arrange for the doing and executing of, each necessary act, document anything that Appvia may consider necessary or desirable to perfect the right, title and interest of Appvia in and to the Intellectual Property Rights in the Software and/or Documentation.
- 8.4 Appvia acknowledges and agrees that, as between the parties, the Customer shall own the Intellectual Property Rights in the Customer Data.

9 CONFIDENTIALITY

- 9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. The Customer acknowledges that the Software and the Documentation each constitute Appvia's Confidential Information.
- 9.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, shall not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement. 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.
- 9.3 A party's Confidential Information shall not be deemed to include information that:
- 9.3.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 9.3.2 was in the other party's lawful possession before the disclosure;
 - 9.3.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 9.3.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

- 9.3.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 9.4 Other than as set out in this Agreement, neither 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.
- 9.5 This clause 9 shall survive termination of this Agreement, however arising.
- 10 INDEMNITY
- 10.1 Appvia shall defend the Customer, its officers, directors and employees (the "**Indemnified Parties**") against any damages finally awarded to a third party as the result of a claim that the possession or use of the Software by the Indemnified Parties in accordance with the terms of this Agreement infringes any patent effective as of the Effective Date, copyright, and/or trade mark of that third party ("**IP Claim**"), provided that:
- 10.1.1 Appvia is given prompt notice of any IP Claim;
- 10.1.2 the Customer provides reasonable co-operation to Appvia in the defence and settlement of any IP Claim, at Appvia's expense; and
- 10.1.3 Appvia is given sole authority to defend or settle any IP Claim.
- 10.2 In the defence or settlement of any IP Claim, Appvia may procure the right for the Customer to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on two Business Days' notice to the Customer and give the Customer a refund of any unused Licence Fees as at the effective date of termination without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer outside the scope of the indemnity in clause 10.1.
- 10.3 In no event shall Appvia, its employees, agents and subcontractors be liable to the Customer to the extent that any IP Claim is based on:
- 10.3.1 a modification of the Software by anyone other than Appvia;
- 10.3.2 the Customer's use of the Software in a manner contrary to the instructions given to the Customer by Appvia or this Agreement; or
- 10.3.3 the Customer's use of the Software after notice of the alleged or actual infringement from Appvia or any appropriate authority.
- 10.4 Clauses 10.1 to 10.3 state the Customer's sole and exclusive rights and remedies and Appvia's (including Appvia's employees', agents' and subcontractors') entire obligations in respect of any IP Claim.

11 LIMITATION OF LIABILITY

11.1 Appvia's liability is excluded or limited by any provision of the Agreement in respect of:

11.1.1 death or personal injury caused by its negligence or the negligence of its employees or agents;

11.1.2 fraud or fraudulent misrepresentation; or

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

11.2 Subject to clause 11.1, Appvia shall not be liable to the Customer under or in relation to the Agreement (whether such liability arises in contract, tort (including negligence), or otherwise) for:

11.2.1 any loss of profit;

11.2.2 loss of sales or business;

11.2.3 loss of agreements or contracts;

11.2.4 loss of anticipated savings;

11.2.5 loss of or damage to goodwill;

11.2.6 loss of use or corruption of software, data or information;

11.2.7 (in each case whether direct or indirect), or for any indirect, special or consequential loss or damage, in each case regardless of whether the parties were aware of the possibility of such matter. The term "loss" as used herein includes a partial loss or reduction in value as well as a complete or total loss.

11.3 Subject to clauses 11.1, Appvia's total liability arising from or in connection with the Agreement (and whether the liability arises in contract, tort (including negligence), or otherwise) shall be limited, in respect of all events occurring in any Contract Year, to the higher of:

11.3.1 value of the Fees paid or payable under the Agreement during such Contract Year; and

11.3.2 £10,000.

11.4 Appvia shall have no liability for any acts or omissions of Appvia which are made at the Customer's direction.

11.5 Except as expressly and specifically provided in this Agreement:

- 11.5.1 the Customer assumes sole responsibility for results obtained from the use of the Software and any conclusions drawn from such use;
- 11.5.2 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
- 11.5.3 the Software and the Documentation are provided to the Customer on an "as is" basis.

12 TERM AND TERMINATION

12.1 This Agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and continue for the Initial Licence Term, and thereafter automatically renew for successive periods, each of which shall be equal to the duration of the Initial Licence Term (each, a "**Renewal Term**") unless:

12.1.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Licence Term or any Renewal Term, in which case this agreement shall terminate upon the expiry of the applicable Initial Licence Term or Renewal Term; or

12.1.2 otherwise terminated in accordance with the provisions of this Agreement;

12.1.3 and the Initial Licence Term together with any subsequent Renewal Terms shall constitute the "**Licence Term**".

12.2 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 the other party:

12.2.1 fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

12.2.2 commits a material breach of any other term of this Agreement where such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

12.2.3 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

- 12.2.4 suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 12.3 This Agreement shall automatically terminate on termination or expiry of the Software Support and Maintenance Agreement.
- 12.4 On termination or expiry of this Agreement for any reason:
- 12.4.1 the Customer shall immediately pay all Fees incurred (or committed by Appvia to third parties) prior to the date of termination;
- 12.4.2 all licenses granted under this Agreement shall immediately terminate and the Customer shall immediately cease to, and ensure the Authorised Users cease to, use or access the Software;
- 12.4.3 except as otherwise set out in the Agreement, each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party; and
- 12.4.4 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.
- 13 FORCE MAJEURE
- 13.1 Appvia 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 a Force Majeure Event, provided that the Customer is notified of such an event and its expected duration.
- 14 MARKETING
- 14.1 The Customer grants a non-exclusive, royalty-free, non-transferable licence during the Licence Term for Appvia to display the Customer's logo on Appvia's website and marketing materials.
- 14.2 Subject to the Customer's prior approval, Appvia may prepare and publish a case study about the Customer and the Customer's use of the Software.
- 14.3 Following the successful roll-out of the Software, the Customer and Appvia shall jointly prepare and publish a press release (in a form agreed between the parties) announcing the Customer's use of the Software.
- 14.4 Subject to the Customer's prior approval (such approval not to be unreasonably withheld) the Customer will support promotion of the Software at any public functions.
- 15 NOTICES

- 15.1 Any notice required to be given under this Agreement shall be in writing and shall be:
- 15.1.1 delivered by hand;
 - 15.1.2 sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes; or
 - 15.1.3 sent by email to the email address given in the Order Form for the Customer and Appvia (as applicable).
- 15.2 A notice shall be deemed to have been received:
- 15.2.1 if sent by hand, when delivered (or if delivery is not during Business Hours, at the commencement of Business Hours the following Business Day following delivery);
 - 15.2.2 if correctly addressed and sent by pre-paid first-class post or recorded delivery post, two Business Days after posting; or
 - 15.2.3 if sent by email, provided no error or delivery failure message is received, at the time of sending if sent during Business Hours in the place of receipt or, if outside Business Hours in the place of receipt, at the commencement of Business Hours the following Business Day after sending.

16 GENERAL

- 16.1 Survival. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 16.2 Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.3 No 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.
- 16.4 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.
- 16.5 Invalidity. 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. 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.

- 16.6 Entire agreement. 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. 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 made negligently or innocently and 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.
- 16.7 Assignment. Neither party shall, without the prior written consent of the other party (not to be unreasonably withheld or delayed), assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this Agreement provided that Appvia shall have the right to subcontract the exercise of its rights and performance of its obligations under the Agreement to third parties.
- 16.8 No partnership. 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).
- 16.9 Further assurance. Each party will at the request of the other party at its own costs do (or procure others to do) everything reasonably necessary to give the other the full effect of the terms of this the Agreement.
- 16.10 Dispute resolution. The parties shall attempt, in good faith, to resolve any dispute promptly by negotiation, first by referring such dispute to the Customer's representative and the Customer Success Manager assigned by Appvia to the Customer for resolution. If the dispute cannot be resolved by the representatives referred to in this clause 16.10 within 14 days after the dispute has been referred to them, either party may give notice to the other party in writing ("**Dispute Notice**") that a dispute has arisen and within seven days of the date of the Dispute Notice, each party shall refer the dispute to Customer's Chief Executive Officer and Appvia's Chief Executive Officer for resolution. Nothing in this clause 16.10 shall prevent either party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.
- 16.11 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.

- 16.12 Conflict. If there is an inconsistency between any of the provisions of this Software Licence Agreement and the provisions of the Order Form, the provisions of the Order Form shall prevail.
- 16.13 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 laws of England.
- 16.14 Jurisdiction. Each party irrevocably agrees that the courts of England 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).