

Junari Ltd. Terms and Conditions of Service

Parties:

- **Junari Ltd, a company registered in England (registered number 5683385) with V.A.T number 932497012 whose registered office is at 1 London Road, Ipswich, England, IP1 2HA (“Junari” and “The Company”).**
- **Client of Junari Ltd. (“Client”)**

1. Quotations, project proposals and all other documents specifying costs for our products and services are deemed to be subject to these Terms and Conditions and shall be valid for 30 days unless otherwise stated, and any changes to scope of work will be agreed in writing as a variation on these terms and conditions / contract.
2. Unless specified, charges in any Agreement are exclusive of Value Added Tax which, if applicable, shall be added at the rate in force at the time of supply. Invoices shall be payable in Pounds Sterling within any other period stated for a particular charge or invoice but in any event no later than 30 days of the invoice date.
3. Junari Ltd. reserves the right to withdraw or amend any quotation or proposal prior to or following the Agreement where:
 - 3.1. Products or Services are withdrawn by Junari Ltd.;
 - 3.2. Client requirements change significantly or are beyond our service offering or expertise;
 - 3.3. Specifications of Products or Services are varied by Junari Ltd.
4. Client orders, if accepted by Junari Ltd., shall be subject to these Terms and Conditions and to the availability of all relevant Products and Services.
5. Payment: Junari shall either invoice Client as per the payment schedule and if applicable, then the agreed on-going support and maintenance fees per user on a calendar month basis, or Junari shall invoice Client 100% of the agreed set-up fee in advance of project commencement and the agreed on-going support and maintenance fees per user on a calendar month basis.
 - 5.1. For the avoidance of doubt; a user is defined as a single login with any level of access to a Junari system, or where a single person via a third-party system is accessing a Junari system with any level of access. The exceptions to this ‘user’ definition are those ‘users’ needed for the effective operation of the system by the system as setup by Junari, such as those labelled ‘Administrator’, ‘FileIt’ or ‘Integration’.
 - 5.2. The minimum number of users per system is 3, unless otherwise agreed and documented with both parties. Without prejudice to any other rights, if any invoices

are not paid when due, Junari may charge Client interest on the outstanding amounts at the rate of 3% above the base rate of the Bank of England from time to time in force or such other rate as may be permitted under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time. Payment terms and / or due date are specified on each invoice and must be strictly adhered to.

- 5.3. If within any 12 month period, there are 3 or more incidents of Junari not receiving payment from a Client for invoices from Junari Ltd. within the date set on the invoice, Junari Ltd. reserves the right to (i) deactivate any of that Client's systems hosted by us, and / or (ii) insist that all future payments are to be made via GoCardless or similar Direct Debit system of Junari Ltd.'s specification.
6. The Client shall not be entitled to cancel any order for Product(s) and/or Service(s) or any part thereof once agreed for any reason including, but not limited to, "reasons of convenience" except upon terms which reimburse Junari Ltd. for loss of Profit and all costs, charges and expenses incurred by Junari Ltd. in respect of the Product(s) and/or Service(s) or any part thereof up to the date of receipt by Junari Ltd. of written notification of cancellation from the Client.
7. Junari reserve the right in cases where Junari believe that the support required in using the system is considered to be excessive to offer the Client the option to either increase the monthly charge accordingly OR limit the amount of support to a reduced level. This clause does not apply where excessive support is directly caused by proven issues with the system.
8. Junari reserve the right to increase the monthly hosting / support / maintenance price per user by a minimum of 3% annually, and will endeavour to give the Client at least two months' notice prior to such an increase, excluding circumstances where additional support fees per user are agreed for specific enhancements to a Junari system and not within the first 6 months of your system going live.
9. The term of this Agreement is on-going. Upon completion of the initial software implementation phase and the system has been made available for live use by the Client (i.e. details for accessing your system have been tested and provided to you by Junari), either party may cancel the service by giving not less than 30 days' notice in writing.
 - 9.1. At the end of the notice period the Client's instance of the software will be deleted and removed along with all data. Junari shall provide, where possible, a data dump of the Client's data in Microsoft Excel spreadsheet format if the Client requests this to be completed not less than 7 days prior to the completion of the notice period. This shall be charged at Junari's standard hourly rate at the time the work is carried out. This data will not be re-imported later without both parties' prior agreement and Junari will charge standard hourly rate at the time the work is carried out.
 - 9.2. For the duration of the software implementation phase of this contract, termination for reason of convenience is not permitted. Should the Client cancel during this phase of the Agreement, Junari reserve the right to issue invoices based upon the

level of effort expended up to and including date of termination. Either party may terminate this Agreement or any subsequent Project Contract immediately by giving written notice to the other in any of the following events:

10. If the other party commits any material breach of any of the terms and conditions of this Agreement and fails to remedy that breach (if capable of remedy) within 30 days after notice from the other party giving full particulars of breach and requiring it to be remedied; or
11. If the other enters into liquidation whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior approval of the other party), or compounds with or makes any arrangements with its creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it ceases or threatens to cease to carry on its business, or if it suffers any analogous process under any foreign law.
12. Junari Ltd. undertakes to provide a reasonable level of care and skill in carrying out its duties and does not warrant anything above this level. The Company shall not be liable for any shortfalls in delivery or variation from specification on delivery unless a claim in writing is made by the Client within 30 days of receipt of service or product.
13. If, as a result of defects or exclusions in a delivery of Products or the provision of Services, the Client does not accept the delivery within 30 days of receipt, further work may be agreed between the parties to remedy such defects. Junari Ltd. shall use reasonable endeavours to undertake such work without delay as far as is possible.
14. Junari Ltd. does not warrant that the Products are free from minor errors not materially affecting performance. Such errors shall not be rectified in the absence of a prior written agreement to the contrary.
15. The undertaking given in this Clause shall not apply if the Product has been altered by any party other than The Company or has been operated or run on any platform or in any environment deemed to be inappropriate for the Product by Junari Ltd.
16. Overall liability is capped to the value of your proposal and/or contract only plus 25% and indemnities will only be provided in respect of significant failure to deliver against the proposal, loss of IPR, death, bodily injury or property damage. Liability is excluded for consequential, special or indirect damages, loss of profits and liquidated damages.
17. Dispute resolution procedure – If any dispute arises between the parties, a director or other senior representative of each party will, at the request of either party, meet in a good faith effort to resolve the dispute.
 - 17.1. If the dispute is not resolved at that meeting or if no such meeting takes place within 10 days of it being requested, either party may propose that the dispute is referred to mediation and the other party will consider this proposal in good faith.

- 17.2. The mediator, if not appointed by agreement between the parties, will be nominated by an independent notary. The rules of procedure for the mediation shall be determined by the mediator in consultation with the parties.
- 17.3. The language to be used in the Arbitral proceedings shall be English and the place of arbitration shall be London unless otherwise mutually agreed.
- 17.4. The decision of the arbitrator shall be final and binding on the parties and will be enforceable in the courts including the court of any jurisdiction in which either of the parties has its principal office.
18. Confidentiality - Each party undertakes to use all documents and all technical, commercial, financial and other information obtained from the other party in connection with this Agreement or any subsequent Project Contract, or with the negotiations leading up to it, solely for the purpose of performing this Agreement or any subsequent Project Contract, to treat them confidentially and to make them available or disclose them to third parties only so far as it is necessary for the performance of this Agreement or any subsequent Project Contract. Further, each party undertakes not to disclose to any person, without the previous written consent of the other party, the existence of any term of this Agreement or any subsequent Project Contract, or the existence of any information about any dispute or disagreement between the parties.
19. The obligations of confidentiality set out above shall not apply to any documents or information which a party can show:
20. At the time of its acquisition was in, or at a later date has come into, the public domain, other than following a breach of this clause 6;
21. It knew prior to first disclosure to it by the other party; or
22. It received such information independently from a third party with the full right to disclose.
23. The obligations of confidentiality set out above shall remain in effect after the termination of this Agreement or any subsequent Project Contract and the parties shall impose corresponding obligations on their employees involved in the performance of this Agreement or any subsequent Project Contract for a period of one year
24. Failure or delay by either party to exercise any right or remedy under this Agreement does not constitute a waiver or bar to exercise of that right or remedy. No waiver by either party of any requirements of this Agreement or any subsequent Project Contract, or of any remedy or right under this Agreement or any subsequent Project Contract shall have effect unless given in writing, signed by that party. No waiver of any particular breach of the provisions of this Agreement or any subsequent Project Contract shall operate as a waiver of any repetition of such breach.
25. The terms and conditions of this Agreement or any subsequent Project Contract represent the entire agreement between the parties relating to its subject matter.

26. Where Junari is hosting the solution for the Client, Junari reserves the right to terminate the service with 90 days' notice at any time without reason. If this is done within the initial 12-month period, no further payments will be taken and all Client data will be returned in either Excel format or CSV format files representing each human-readable table of information following the notice period.

27. All services are subject fair use:

27.1. If in the reasonable opinion of Junari a Client's use is excessive, we may ask the Client to moderate their usage, e.g. if a single user account is being used for more than 100 hours per week and the total storage per user on average does not exceed 2GB per user per year up to a maximum average of 5GB per user.

27.2. If, after Junari have asked the Client to moderate their usage they fail to do so within 14 working days, Junari reserve the right to (i) levy a one-off or ongoing charge for the excessive element of their usage and / or (ii) cap usage, or (iii) in extreme circumstances suspend or give notice to terminate the Client's service.

The Client's acceptance of any Junari-supplied Quote, Proposal, Specification of Work, Schedule, Addenda or other document describing any type of work to be carried out by Junari Ltd. for the Client constitutes full acceptance of both parties to all Terms and Conditions of this Agreement, as does continued use of any system hosted by Junari Ltd.