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OPSVIEW STORE TERMS OF USE AND TERMS AND CONDITIONS OF SALE

Last Updated 1st January 2021

Contents

OPSVIEW STORE TERMS OF USE

These terms of use (together with the documents referred to in them) set out the terms governing your use of the eCommerce facility on the website www.opsview.com ("Opsview Store") and our software download and product ordering service ("Download Service"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the Opsview Store and/or the Download Service. By using the Opsview Store and/or the Download Service, you accept these terms of use and you agree to abide by them. If you do not agree to these terms of use, please do not use the Opsview Store and/or the Download Service.

1. INFORMATION ABOUT US

www.opsview.com is a Site operated by Opsview Limited ("we", "us", "our"). We are registered in the United Kingdom (Company Number 5396532) and our principal place of business is Enterprise Centre, Whiteknights Road, Reading, RG6 6BU, United Kingdom. Our VAT Number is 851 0728 39. Our US subsidiary is Opsview Inc. (Corporate File Number 5036745) and our registered address is 300 Trade Center, Suite 4700, Woburn, MA 01801, USA.

2. ACCESSING THE OPSVIEW STORE

2.1 Access to the Opsview Store is permitted on a temporary basis, and we reserve the right to withdraw, suspend, discontinue or amend the Download Service we provide via the Opsview Store or the Site itself without notice (see below). We will not be liable to you if for any reason the Opsview Store or the Download Service is temporarily unavailable at any time or for any period.

2.2 From time to time, we may restrict access to some or all parts of the Opsview Store and/or the Download Service.

2.3 If you choose, or you are provided with, an Opsview account or such other user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our

opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that anyone other than you knows your user ID or password, you must promptly notify us at privacy@opsview.com

2.4 You are responsible for making all arrangements necessary for you to have access to the Opsview Store and/or the Download Service. You are also responsible for ensuring that all persons who access the Opsview Store through your internet connection are aware of these terms, and that they comply with them.

3. USE OF THE OPSVIEW STORE

3.1 To order our products from the Opsview Store please follow the instructions on screen. If you order any products or services your contract with us will be governed by the Opsview Store Terms and Conditions of Sale shown below.

3.2 You may not use the Opsview Store or its contents for any commercial purpose, for resale purposes including the systematic extraction and/or re-utilization of any part or the contents of the Opsview Store (e.g. item listings, descriptions, prices); to download (other than page caching) or modify the Opsview Store, or any portion of it; or for any purpose which is unlawful.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Opsview Limited is the owner or the licensee of all intellectual property rights in the Opsview Store including the Download Service, and in the material published on it. Those works are protected by copyright, trade mark, database rights and other such intellectual property laws and treaties around the world. All such rights are reserved. Using the Opsview Store does not give you permission to link to it or to use any of the trade marks, designs or logos contained within it. The Opsview logo, business names and marks are the property of Opsview Limited.

5. THE OPSVIEW STORE CHANGES REGULARLY

We aim to update the Opsview Store and maintain the Download Service regularly and may change the content at any time. If the need arises, we may suspend access to the Opsview Store or the Download Service or close it indefinitely. Any of the material on the Opsview Store may be out of date at any given time, and we are under no obligation to update such material.

6. OUR LIABILITY

6.1 The Opsview Store is provided "as is". Whilst we have taken every care in the preparation of the content of the Opsview Store we cannot guarantee that it is accurate or error-free. We will not be responsible for any errors or omissions or for any technical difficulties you may experience with the Opsview Store. Except as set out in this Clause 6, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Download Service are excluded to the extent permitted by law.

6.2 We shall not be liable to any person for any loss or damage which may arise from the use or misuse of the Opsview Store or any of the materials on the Opsview Store (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill). Nothing in these terms of use shall operate to exclude or restrict our liability for: death or personal injury resulting from negligence; fraud or deceit; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

7. INFORMATION ABOUT YOU AND YOUR VISITS TO THE OPSVIEW STORE

We process information about you in accordance with our [Privacy and Cookies Policy](). By using the Opsview Store and/or the Download Service, you consent to the terms of this policy and you warrant that all data provided by you is accurate.

8. VIRUSES, HACKING AND OTHER OFFENCES

8.1 You must not misuse the Opsview Store or the Download Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Opsview Store or the Download Service, the server on which the Opsview Store or the Download Service is stored or any server, computer or database connected to the Opsview Store. You must not attack the Opsview Store or the Download Service via a denial-of-service attack or a distributed denial-of-service attack.

8.2 By breaching the terms of Clause 8.1, you would commit a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Opsview Store and the Download Service will cease immediately.

8.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Opsview Store or the Download Service or to your downloading of any material posted on it, or on any website linked to it.

9. LINKS FROM THE OPSVIEW STORE

Where the Opsview Store contains links to other sites and resources provided by third parties, these links are provided for your information only and should not be interpreted as endorsement by us of those linked websites. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

10. WAIVER

If you breach these terms of use and we take no action we will still be entitled to use our rights and remedies in other situations where you are in breach.

11. ALTERATIONS TO THESE TERMS OF USE

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Opsview Store.

12. JURISDICTION AND APPLICABLE LAW

These terms of use are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the non-exclusive jurisdiction of the English courts, as do we.

OPSVIEW STORE TERMS AND CONDITIONS OF SALE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PURCHASING PRODUCTS

www.opsview.com is a Site operated by Opsview Limited ("we", "us", "our"). We are registered in the United Kingdom (Company Number 2420712) and our principal place of business is Enterprise Centre, Whiteknights Road, Reading, RG6 6BU, United Kingdom. Our VAT Number is 851 0728 39. Our US subsidiary is Opsview Inc. (Corporate File Number 5036745) and our registered address is 300 Trade Center, Suite 4700 , Woburn, MA 01801, USA.

This page (together with the documents referred to on it) sets out the terms governing your use of our website ("Opsview Store") and our software download and product ordering service ("Download Service"), whether as a guest or a registered user. Please read these terms and conditions carefully before you start to use the Opsview Store and/or the Download Service. By using the Opsview Store and/or the Download Service, you accept these terms and conditions of sale and that you agree to abide by them. If you do not agree to these terms and conditions of sale, please do not use the Opsview Store and/or the Download Service. You should print a copy of these terms and conditions of sale for future reference. You must be over 18 years old to order any Products from the Opsview Store. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

Please accept these terms and conditions of sale at the end of the checkout page. Please understand that if you refuse to accept these terms and conditions of sale, you will not be able to order any Products from the Opsview Store.
If you have any questions regarding these terms and conditions of sale (including any technical questions) please email finance@opsview.com.

1. TERMS USED IN THESE TERMS AND CONDITIONS

In these terms and conditions of sale the following terms shall mean:

"Opsview", "we" or "us" means Opsview Limited (if you are purchasing outside the US) or Opsview Inc. (if you are purchasing from within the US), its employees, subcontractors and/or other companies which are appointed by Opsview to provide services in relation to the Opsview Store;

"Software Key" means a unique product activation key provided by Opsview and used for the activation of an individual copy of an encrypted software product including its license terms;

"Download" means a software program sold in the Opsview Store which is delivered to you by transferring the program data electronically to your computer;

"Goods" means physical products such as (but not limited to) books, manuals and retail packaged software;

"Product" is any Opsview product consisting of either a Download or Goods or Services which may be purchased from the Opsview Store;

"Services" means training or consulting services provided by Opsview.

2. USING THE OPSVIEW STORE

2.1 To use the Opsview Store you need to register and log in to the site.

2.2 Please log into the site and browse the available Products. To order an item, simply click the 'Add to Cart' button to add the Product to your shopping basket. Once you have finished shopping, please click on the 'Checkout' button and follow the instructions on screen to complete your order.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

3.1 After placing an order by clicking the order button, you will receive a confirmation from us acknowledging that we have received your order ("Order Submission"). Please note that this does not mean that your order has been accepted. Your order constitutes an offer to buy a Product from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending either a confirmation that we accept your order ("Order Acceptance") or by sending emails containing the repository download link, Repository Key and Software Key. The contract, which will be between you and Opsview Limited or Opsview Inc. (the "Contract"), will only be formed when we send you an Order Acceptance email.

3.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Order Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Order Confirmation.

3.3 The Contract's content will be stored by us. You may store or print out a copy of these terms and conditions and readily look them up. We keep any data relating to you in confidence according to our Privacy and Cookies Policy.

4. AVAILABILITY AND PRODUCT DELIVERY

4.1 Although we endeavor to ensure the availability of the Products shown in the Opsview Store, we cannot guarantee that all of the Products will be in stock when you place your order. If we are unable to process or execute your order, we shall contact you:

4.1.1 to offer you (an) equivalent Product(s) in terms of quality and price which you may decide to accept or reject; or

4.1.2 to notify you that we are unable to fulfil the order. If you reject our offer of an alternative Product or we are unable to fulfil the order we shall have no further liability to you unless we have already taken payment for the Product(s), in which case we shall refund payment(s) already taken from you for the relevant Product(s).

4.2 Your order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within 30 days of the date of the Order Confirmation, unless there are exceptional circumstances. Orders are only shipped out on regular business days (Monday-Friday). Orders placed during bank holidays will not be shipped until the next regular business day.

4.3 Products sold in the Opsview Store are delivered to you by electronic transfer or Download.

4.4 We deliver Downloads to you by providing you with access to our secure software repositories via an Order Confirmation email and then separately we will email you a corresponding Repository Key that will allow you to access the software. You will then be able to activate the software using the separately emailed Software Key once you have installed it.

4.5 The Downloads you have purchased will be available to you from our software repositories for the length of your subscription. If you choose not to renew your subscription then your access to the software repositories will be removed. We recommend that you make a back-up copy of the Download and the Repository and Software Keys.

5. CONSUMER RIGHTS

5.1 The Consumer Contracts Regulations 2013 (the "Regulations") allow consumers the right to cancel orders for goods or services without having to give any reasons during the period of 14 calendar days starting as set forth in Clause 5.2 (the "Cooling Off Period").

If you choose to exercise this right, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in Clause 9 below). Please carefully read the provisions below as they will affect your right to cancel the Contract.

5.2 The Cooling Off Period will start on the date of the Order Confirmation and will expire 14 calendar days after the day on which you receive the physical Product or, if you order a Download, 14 calendar days after the date on which the Download is made available to you.

5.3 To cancel a Contract within the Cooling Off Period, you must inform us in writing or in another durable medium (i) by giving notice by e-mail to finance@opsview.com or (ii) by writing to us at our office address given above. In your e-mail or letter please include details of your order to help us to identify it. Your cancellation will be effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

5.4 Goods. You may not exercise the right to cancel in respect of (a) contracts for the supply of Goods made to your own specifications or clearly personalized or (b) contracts for the supply of audio or video recordings or computer software which have been unsealed. If possible, Goods should be returned to us unopened and in their original packaging and in the same condition in which you received them.

Prior to the cancellation, you shall retain possession of the Goods and take all reasonable care of them. If you fail to comply with this obligation, we may have a right of action against you for compensation.

If you cancel a Contract within the Cooling Off Period our customer service team will contact you with regards to the return of the Goods. You are under the duty to take reasonable care to see that the returned Goods are received by us and not damaged in transit, but in other respects your duty to take care of the Goods shall cease once you send them or once they are picked up from you. We recommend that you retain copies of any dockets, receipts and proof of postage for your records.

5.5 Downloads. Please note that you are no longer entitled to cancel your order in respect of contracts for the provision of Services if performance has begun, with your agreement, before the end of the Cooling Off Period. You acknowledge and agree that when you purchase a Download, once the Software Key has been activated you have waived your right to cancellation as performance has begun, with your agreement, before the end of the Cooling Off Period. Upon receipt of your cancellation we shall deactivate the Software Key immediately. For the avoidance of doubt this does not affect your statutory rights in the event that the Download is defective, for example if the Download is corrupted. In this event please refer to Clause 8 (Refund Policy) of these terms and conditions of sale.

6. RISK AND TITLE

The Products will be at your risk from the time they have been delivered to you. Title to the Products will pass to you once we have received payment in full, including all applicable delivery charges.

7. PRICE AND PAYMENT

7.1 Payment for all Products must be made by credit card or debit card. We accept payment with Visa, MasterCard and American Express. We are under no obligation to deliver the Products until we have received payment from you.

7.2 For website orders any of our Products and Services can be made with a purchase order by following the instructions given on the website. Please contact sales@opsview.com to discuss payment by purchase order. Orders for training courses must be paid in advance according to these terms and conditions of sale.

All orders made with a purchase order will be subject to our standard terms and conditions for subscriptions and for services that can be viewed [here](#) and must include the following:

- Purchase order number
- Company Name
- "Bill-To" and "Ship-To" addresses
- Authorized signature
- Buyer's name, telephone/fax number, and email address
- Net 14 payment terms

If you would like to place an order using a purchase order, please call +44 (0) 800 862 0606 to speak with a sales representative or email sales@opsview.com .

7.3 The price of any Products will be as quoted in the Opsview Store from time to time, except in cases of obvious error. These prices exclude VAT or Sales Tax (where applicable), which will be added to the total amount due as set out in the Store.

7.4 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

7.5 The Opsview Store contains many Products and it is always possible that, despite our best efforts, some of the Products listed in the Opsview Store may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated in the Opsview Store, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

7.6 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a mis-pricing.

8. OUR REFUNDS POLICY

8.1 Business Purchasers

8.1.1 An Opsview subscription provides access to our Enterprise software and modules, support, maintenance and services. The subscription fee is for 1 or 2-year terms paid in full, in advance. Opsview's policy is to not provide refunds or accept returns, cancellations or term amendments for any subscriptions. This applies for both purchases of subscriptions with physical media and without physical media (Download only).

8.1.2 Opsview cannot accept returns of any products that were not purchased directly from Opsview - this includes but is not limited to, OEMs, distributors, and resellers.

8.1.3 Upgrading a subscription is allowed. This can be done via the My Account area in the Opsview Store once you have logged in. Or you can contact a sales representative at sales@opsview.com. Downgrading a subscription is not allowed within your current subscription term but can be achieved at your renewal purchase date.

8.1.4 Subscription start dates are governed by the original purchase date if not specified otherwise in our contractual terms. Subscriptions purchased on-line will commence immediately, not on the date you activate your software. Opsview cannot adjust subscription start dates because of any form of customer delay, such as late deployment of hardware or software.

8.2 Consumer Purchasers

8.2.1 When you return a Product to us because you have cancelled the Contract between us within the Cooling-off Period (see Clause 5 (Consumer Rights) above), we will make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

(i) if you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us;

(ii) if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

On or before accepting your cancellation of your order for the Products, we may ask you to sign a letter (an "Affidavit of De-Installation of Software and Non-use of Software") to certify that you have deleted any software Products from your computer(s). Please note that we cannot proceed with your cancellation until you return this letter to us. Example text to use for this letter can be found on our website.

8.2.2 If you wish to return a Product to us for any other reason (for instance, because you have notified us in accordance with Clause 21 (Right to Vary) that you do not agree to any change in these terms and conditions of sale or in any of our policies, or because you claim that the Product is defective), you must inform us in writing by giving notice to finance@opsview.com . You are required to return any Goods to us, at your own cost, to the returns address we stipulate and in accordance with any instructions we give you. We will examine the returned Goods or investigate your complaint and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Payments returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

8.2.3 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9. PERSONAL DATA

Personal details provided to Opsview through this website will only be used in accordance with our Privacy and Cookies Policy. By using the Opsview Store and/or the Download Service, you consent to such processing of your personal data according to this policy and you warrant that all data provided by you is accurate. If you have any questions about the use of your personal information, we invite you to review our Privacy and Cookies Policy.

10. SECURITY

10.1 Your contact and credit card information is transmitted securely using the industry standard encryption technology (SSL or Secure Sockets Layer) to protect the confidentiality of your on-line transactions. Your credit card details are not stored or retained in the Opsview Store.

11. OUR LIABILITY

11.1 In accordance with your statutory rights we warrant to you that any Product purchased from the Opsview Store is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

11.2 The product specifications and system requirements required to activate and operate Products are described in more detail at www.opsview.com. We cannot ascertain whether your computer fulfills the system requirements and we therefore assume no responsibility or liability for the functionality of your computer system after a Product has been installed.

11.3 If you are a consumer purchaser we only supply the Products for domestic and private use and you agree not to use the Products for any commercial, business or resale purposes. We will only be liable for losses which are foreseeable to both you and to us as a consequence of us breaching these terms and conditions of sale and caused by our own negligence. We will not be responsible for any commercial or business losses (including without limit loss of goodwill, profits, contracts, anticipated savings, data, or wasted expenditure) or any other indirect or consequential loss that was not reasonably foreseeable to both you and us at the time our contract was formed, or at the time you began using the Opsview Store.

11.4 If you are a business purchaser you agree not to use the Products for any resale purposes. We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for any loss of profits, sales, business, revenue, goodwill, anticipated savings, data, or wasted expenditure or any indirect or consequential loss.

11.5 This does not include or limit in any way our liability: for death or personal injury caused by our negligence: under Section 2(3) of the Consumer Protection Act 1987; for fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.6 Subject to this Clause 11 our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the relevant Products.

11.7 Nothing in these terms and conditions of sale shall affect your statutory rights. If you have any doubts as to your statutory rights then you should contact your local Citizens Advice Bureau or refer to the office of Fair Trading website (http://www.oft.gov.uk)

12. INTELLECTUAL PROPERTY

12.1 Products offered in the Opsview Store are the intellectual property of Opsview or their respective owners. To install any software purchased from the store you must accept the Opsview subscription terms available here. You may not remove any copyright, trademark or intellectual property notices contained which forms part of any Product.

13. IMPORT DUTY AND SALES TAXES

13.1 If you order Products from the Opsview Store for delivery outside the UK, they may be subject to import duties and sales taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

13.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

14. WRITTEN COMMUNICATIONS

14.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using the Opsview Store, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices in the Opsview Store or the Account area. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you

electronically comply with any legal requirement that such communications be in writing. This clause does not affect your statutory rights.

15. NOTICES

15.1 All notices given by you to us must be given to Opsview Limited at Reading Enterprise Centre, Whiteknights Road, Reading, RG6 6BU, United Kingdom or by email to finance@opsview.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, the email address associated with your Opsview account, or in any of the ways specified in Clause 14 (Written Communications) above. Notice will be deemed received and properly served immediately when posted in the Opsview Store, 24 hours after an e-mail is sent, or five days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

16. TRANSFER OF RIGHTS AND OBLIGATIONS AND THIRD-PARTY RIGHTS

16.1 The Contract between you and us is binding on you and us and on our respective successors and assigns. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

16.2 The Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17. EVENTS OUTSIDE OUR CONTROL

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (a "Force Majeure Event").

17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

17.2.1 strikes, lock-outs or other industrial action.

17.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

17.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

17.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

17.2.5 impossibility of the use of public or private telecommunications networks.

17.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

17.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

18. WAIVER

18.1 If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and s of sale, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

18.2 A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions of sale shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Clause 15 (Notices) above.

19. SEVERABILITY

19.1 If any of these terms and conditions of sale or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

20. ENTIRE AGREEMENT

20.1 These terms and conditions of sale and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

20.2 We each acknowledge that, in entering into the Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions of sale.

20.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of the Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions of sale.

21. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS OF SALE

21.1 We have the right to revise and amend these terms and conditions of sale from time to time.

21.2 You will be subject to the policies and terms and conditions of sale in force at the time that you order Products from us, unless any change to those policies or these terms and conditions of sale is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions of sale before we send you

the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions of sale, unless you notify us to the contrary within seven days of receipt by you of the Products).

22. LAW AND JURISDICTION

22.1 Contracts for the purchase of Products placed through the Opsview Store will be governed by English law. Any dispute (including non-contractual disputes or claims) arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

23. LANGUAGE

The language of the Contract shall be English.