



PLEASE READ CAREFULLY: YOUR USE OF THE PRODUCTS AND RECEIPT OF SUPPORT IS CONDITIONAL UPON YOUR ACCEPTANCE OF, AND COMPLIANCE WITH, THESE TERMS AND CONDITIONS. BY CLICKING THE "I AGREE" BUTTON (OR SIGNING A HARDCOPY SALESMETHODS ORDER FORM) YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO AGREE, NO SOFTWARE WILL BE DELIVERED TO YOU OR DOWNLOADED TO YOUR COMPUTER BY SALESMETHODS BUT YOUR ACCESS TO THE PRODUCTS WILL BE THROUGH THE 'APPEXCHANGE' OPERATED BY OR ON BEHALF OF SALESFORCE.COM.

If you do not agree with the terms of this Agreement, please click the "Cancel" button (or do not sign the SalesMethods Order Form) and do not use the Products. Any software associated with the Products is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

This is a legal agreement ("Agreement") between You and SalesMethods (Limited or Inc. dependent upon the company annotated on the applicable SalesMethods Order Form), for use of the software, and the provision of associated support, which You selected or initiated, which software may include Plan2Prosper (P2P), Plan2Close (P2C), OrgChartPlus (OCP) or other products provided by SalesMethods (the "Products" which include related guidance sheets and help notes). This Agreement consists of these standard licence and support Terms and the Order Form.

"You" refers to the individual who registered, and/or provided SalesMethods with, his or her credit card or other payment details for the Products or, if the Products are being purchased on behalf of an entity by an individual authorised to purchase the Products on behalf of such entity, and then "You" refers to such entity. References to "Your" shall be construed accordingly. Any terms set out in the "Additional Terms" section of the Front Sheet take precedence over these Standard Licence and Support Terms.

1. GRANT OF LICENCE

In consideration of your agreement to pay the Fees and charges in respect of the Products, SalesMethods grants to you a limited, non-exclusive and non-transferable licence to use the Products in accordance with this Agreement. Such licence includes a right for you to use any new versions and/or updates (including modification of current features) of the Products which may from time to time be made available by SalesMethods without prior notice.

2. PERMITTED USE

2.1 You may use the Products in conjunction with and as part of the SalesForce.com CRM application (the "CRM Application") for your internal business purposes only. Your continued use of the Products and the provision of associated support by SalesMethods for the Products is conditional on you not being in material breach of this Agreement.

2.2 You may not use or have access to the Products on a stand-alone basis other than in conjunction with and as part of the CRM Application.

2.3 You shall not cause or permit the modification, disassembly, and de-compilation or reverse engineering of the Products or otherwise attempt to gain access to the source code to the Products, except to the extent that such activities cannot be prevented or restricted by law. You may not modify, adapt, translate or create derivative works based on all or any part of the Products. You shall not use the Products in order to either build a competitive product or service, or to copy any features, functions or graphics of the Products.

2.4 You acknowledge that some or all of the Products may be subject to the export control laws of the United Kingdom. You will not export, re-export, divert, transfer or disclose any part of the Products or any related technical information or materials, directly or indirectly, in breach of any applicable export law or regulation.

2.5 Other than the permitted uses set out in this Agreement between You and SalesMethods, You may not use the Products in any other way. In particular (but without limitation) you may not resell, distribute, make any commercial use of, or use the Products on a timeshare or service bureau basis.

3. SUPPORT

3.1 As part of the subscription service SalesMethods will provide support services for the current and immediately preceding versions of the Products. Subject to clause 3.4, SalesMethods will provide support solely in circumstances where the functionality of the Products is materially impaired ("Error").

3.2 Provided that all Fees are fully paid, You are entitled to support services on the following basis: (i) You will notify SalesMethods of a named contact within Your organisation in respect of support issues (ii) Your named contact will promptly notify SalesMethods (by e-mail to support@salesmethods.com) of any Error (a "Support Request") and (iii) You will cooperate with and provide assistance to SalesMethods as SalesMethods may reasonably request in order to assist SalesMethods in the performance of its support services.

3.3 Subject to Your compliance with clause 3.2, on receipt of a Support Request in respect of the Products from Your named contact, SalesMethods will (i) send Your named contact an email acknowledging receipt of such Support Request within 24 hours of the time of receipt (or, if this would require a response on a day which is not a Business Day, on the next following Business Day) and (ii) within three Business Days after the date of receipt of the Support Request use reasonable commercial efforts to send Your named contact a further email suggesting steps to be taken to resolve the error. SalesMethods will provide its support services only during normal working hours, being 09.00 hours to 17.00 hours GMT on any Business Day. For the purpose of this clause 3.2, a 'Business Day' shall mean any day other than a Saturday, a Sunday or any day which is a public holiday or bank holiday in England.

3.4 SalesMethods will not provide support in respect of the Products in any of the following circumstances: (i) a failure of hardware, equipment or software not covered by this Agreement (ii) Your failure to comply with the relevant guidance sheets and help notes contained in the Products (iii) any modification, enhancement or customisation of the Products by anyone other than SalesMethods (iv) any cause or causes beyond the reasonable control of SalesMethods (e.g. floods, fires, loss of electricity or other utilities) (v) any errors arising from anything other than the Products, such as databases, web-servers or hardware (vi) installation, configuration, management and/or operation of other applications owned or licensed by You (vii) Products not obtained under the terms of this Agreement (viii) any act or omission of Salesforce.com and/or (ix) any error in the CRM Application.

3.5 Please note that the support services referred to in this clause 3 are limited to support by email only and that SalesMethods will not provide any support for the Products by other means (such as telephone or on-site). If you require any telephone or other support for the Products from SalesMethods You must enter into a separate agreement with SalesMethods for 'Premium Level' support (details of which are available on request).

3.6 In the event that SalesMethods is unable to fix an Error within 7 days of sending the acknowledgment e-mail referred to above, SalesMethods will refund to you a pro-rata portion of any Fees paid for the Product, calculated from the day after that 7 day period.

3.7 The provisions of this clause 3 are your sole remedy in respect of any Error.

4. CHARGES

4.1 You agree to pay the subscription fee ("Fee") as set out in the Front Sheet.

4.2 You agree that SalesMethods may charge all amounts due and owing for the use of the Products,

including the Fees or any other charges associated with your use of the Products. SalesMethods may change such Fees or charges at any time.

4.3 You agree that if SalesMethods is unable to collect the Fees or charges owed to SalesMethods for the Products through Your Account, SalesMethods may take any other steps it deems necessary to collect the Fees or charges due from You and that You will be responsible for all costs and expenses incurred by SalesMethods in connection with such collection activity.

4.4 You further agree that SalesMethods may collect interest at a rate of 4% per annum above the Bank of England base rate on any amounts not paid when due.

5. PROPRIETARY RIGHTS

5.1 SalesMethods or its licensors own and shall retain all proprietary rights, including all copyright, patent, trade secret, trade mark and all other intellectual property rights, in and to the Products. SalesMethods shall retain ownership of any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Products.

5.2 You acknowledge that the licence granted under this Agreement does not provide you with title to or ownership of the Products, but only a right to use the Products under the terms and conditions of this Agreement. You also acknowledge that you have no right to have access to the source code of the Products.

6. TERM AND TERMINATION

6.1 This Agreement is valid from the Effective Date and shall remain in full force and effect until termination in accordance with the express provisions set out in this Agreement.

6.2 This Agreement has an initial fixed term of 2 years from the Effective Date and will be renewed automatically for periods of 1 year at a time unless you send SalesMethods a notice of termination by e-mail (to support@salesmethods.com) no later than 30 days before the expiry of the current term.

6.3 SalesMethods may terminate this Agreement immediately by written notice to You if You (i) commit a breach of any material term of this Agreement which You fail to remedy (if remediable) within 14 days after receipt of written notice from SalesMethods requiring You to do so or (ii) enter into a procedure or course of action which in the normal course of business may reasonably be expected to lead to insolvency or bankruptcy or any comparable arrangement (including convening a meeting of Your creditors).

6.4 Upon any termination of this Agreement, (i) Your licence to use the Products will automatically cease and (ii) You shall immediately cease any further use of the Products and destroy any copies of associated software within your possession and control.

7. INJUNCTIVE RELIEF

You acknowledge that any use of the Products contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Products, may cause irreparable injury to SalesMethods, and under such circumstances SalesMethods will be entitled to equitable relief, without posting any security, including, but not limited to, interim and permanent injunctive relief.

8. WARRANTIES

8.1 You agree that SalesMethods gives no warranty or representation of any kind, express or implied, in respect of the Products including, without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. SalesMethods gives no warranty or representation regarding the results that may be obtained from the use of the Products, regarding the accuracy or reliability of any information obtained through use of the Products or that the Products will meet Your or any user's requirements, or be uninterrupted, timely, secure or error free. Any information and/or data

downloaded using, input into or otherwise obtained through use of the Products is at your own discretion and risk.

8.2 SalesMethods shall indemnify You from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and expenses) arising out of or in conjunction with: a claim alleging that the Products infringe a copyright, a UK patent issued as of the date of this Agreement, or a trade mark of a third party . Your right to make a claim based on this indemnity is subject to Your (i) promptly giving written notice of the claim to SalesMethods (ii) giving SalesMethods sole control of the defence and settlement of the claim (provided that SalesMethods may not settle any claim unless it unconditionally releases you of all liability) (iii) providing to SalesMethods all available information and assistance and (iv) not compromising or settling such claims.

8.3 SalesMethods shall have no indemnification obligation, and you shall indemnify SalesMethods pursuant to this Agreement, for claims in respect of any infringement arising from the combination of the Products with any of your products, services, hardware or business process(s). You agree to indemnify SalesMethods, its directors, employees and consultants from and against any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from Your use of the Products, Your breach of this Agreement or the infringement or breach by You or any other user of Your Account, of any intellectual property or other right of any person or entity.

9. LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall be construed as excluding or limiting either party's liability to the other for (i) death or personal injury resulting from negligence (ii) breach of any condition as to title or quiet enjoyment implied by the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982 and/or (iii) for fraud (including fraudulent misrepresentation).

9.2 Whether or not it has been advised of the possibility, SalesMethods shall not be liable to You under or in relation to this Agreement whether for negligence, breach of contract or otherwise for (i) any loss of sales, loss of business profits or contracts, business interruption, loss of income, loss of anticipated savings, loss of opportunity, goodwill or reputation, loss of use of computer equipment, loss of, damage to or corruption of data, or loss of time and/or (ii) any indirect, special or consequential loss or damage and/or (iv) any act or omission of Salesforce.com which affects the availability or functionality of the Products and/or (v) Your use of the CRM Application

9.3 Subject to clauses 10.1 and 10.2, SalesMethods' maximum aggregate liability to You under or in relation to this Agreement, whether for negligence, breach of contract or otherwise, shall not exceed a sum equal to the amount of the Fees and charges paid by You for Your use of the Products under this Agreement.

9.4 Except as expressly provided in this Agreement, all representations, conditions and warranties whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.

10. ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire understanding and agreement between the parties in respect of the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties relating to such subject matter.

10.2 Each party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to either part in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.

10.3 Nothing in this clause 10 shall operate to exclude any liability for fraud.

11. WAIVER AND REMEDIES

11.1 Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement or at law or in equity shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

11.2 Any and all rights and remedies of SalesMethods upon Your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement, or by law or equity, on SalesMethods, and the exercise of any one remedy will not preclude the exercise of any other.

12. SEVERABILITY

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid or unenforceable then such part shall be severed from the remainder of this Agreement which shall remain valid and enforceable to the fullest extent permitted by law.

13. TRANSFER

You may not sub-licence, assign or transfer in any way any of your rights, liabilities and/or obligations under this Agreement on a temporary or permanent basis to any third party without the prior written consent of SalesMethods.

14. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed under the laws of England and Wales or The State of South Carolina, USA dependent upon the company annotated on the applicable SalesMethods Order Form.

15. MISCELLANEOUS

15.1 This Agreement has been prepared in the English Language and such version shall be used for determining the construction or interpretation of this Agreement. SalesMethods may provide you, on request, with a non-English version of this Agreement, but this will be for reference only and shall not affect the construction or interpretation of this Agreement.

15.2 Except as expressly provided in this Agreement, all notices or other correspondence to SalesMethods under this Agreement must be sent to the address set out in this Agreement or otherwise as provided by SalesMethods for such purpose.

15.3 It is not intended that anyone other than the parties to this Agreement will be entitled to obtain any benefit under this Agreement or to enforce any of its terms.

15.4 The clause headings appearing in this Agreement are for reference only and shall not affect the construction or interpretation of this Agreement.

Close