SQL-SALES

SOFTWARE LICENCE AGREEMENT

THIS AGREEMENT is entered into and becomes effective upon the last date of signature by the parties below:

BETWEEN:
(1)   SQL-Sales Ltd a company registered in England under number 15003740 whose registered office is at Pi House 40A London Road, Gloucester, GL1 3NU ("SQL-Sales Ltd") and

(2)

WHEREAS:
(1)   SQL-Sales Ltd is the developer and the legal and beneficial owner and supplier of SQL Sales Software (including all associated documentation).

(2)   SQL-Sales Ltd wishes to grant to the Licensee a non-exclusive licence to install and use the Software (and all associated documentation) in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

Contents

1. DEFINITIONS AND INTERPRETATION

1.1   In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Confidential Information"   means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such). This shall include, but not be limited to, information about and contained in the Software and the Specification

"Data Protection Legislation"   means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR"); the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 as amended; any applicable guidance or codes of practice issued by the Information Commissioner's Office or other applicable regulatory authorities from time to time;

"Delivery Date"   means the delivery date for the Software, as specified in Clause 6;

"Equipment"   means such computer equipment, physical or virtual where the software is installed;

"Intellectual Property Claim"   means a claim that the Licensee's use of the Software infringes the Intellectual Property Rights of a third party, as set out in Clause 10;

"Intellectual Property Rights"	means (a) any and all rights in any copyrights, patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, database rights, know-how, and rights in designs and inventions; (b) rights under licences, consents, orders, statutes, or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
"Interim Version"	means an Update issued by SQL-Sales Ltd to rectify Vulnerabilities or other faults in the Software or to add to, enhance, upgrade, or otherwise alter the Software;
"Licence"	means the licence granted by SQL-Sales Ltd to the Licensee to use the Software, pursuant to sub-Clause 2.1;
"Licence Fee"	means the fee payable in consideration of the Licence provided under this Agreement as set out in Clause 5;
"Media"	means the physical media on which the Software and Interim Versions and New Releases thereof are stored;
"New Release"	means an Update issued by SQL-Sales Ltd which constitutes a new version of the software;
"Payment Date"	means the date upon which the Licence Fee is due and payable by the Licensee, as agreed upon by the Parties;
"Software"	means the computer software programs and associated documentation developed and owned by SQL-Sales Ltd, as specified in Schedule 1 and all Updates to that software which are acquired by the Licensee during the term of this Agreement;

"Specification"	means the specification of the Software, describing the facilities and functions thereof, as set out in Schedule 2;
"Term"	means the duration of the Licence as set out in sub-Clause 2.1;
"Testing Period"	means the period within which the Licensee shall test the software, as set out in sub-Clause 7.1;
"Update"	means an Interim Version or New Release of the Software, as set out in Clause 8;
"use the Software"	means to use the Software in object code form for the normal business purposes of the Licensee and in the normal course of that business, and shall include any acts reasonably incidental to such use including making a reasonable number of copies of the Software for backup, archival, or other operational security purposes in accordance with Clause 3 and as many copies of the Software as are reasonably necessary to install it and enable the use of it as defined herein;
"Vulnerability"	means an error, flaw, or mistake in the Software that permits or causes an unintended behaviour to occur, or a weakness in the Software that could be exploited or triggered by a threat source and that could result in a failure of confidentiality, integrity, or availability; and
"Warranty Period"	means the period during which the warranties set out in sub-Clause 11.1 shall apply.

1.2   Unless the context otherwise requires, each reference in this Agreement to:

a)   "writing", and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

b)   a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

c)   "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

d)   a Schedule is a schedule to this Agreement;

e)   a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and

f)   a "Party" or the "Parties" refer to the parties to this Agreement.

1.3   The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4   Words imparting the singular number shall include the plural and vice versa.

1.5   Words importing persons include firms, companies, and corporations and vice versa.

2.   GRANT OF LICENCE

2.1   SQL-Sales Ltd grants the Licensee a limited, non-exclusive, non-transferable license to use the Software for business purposes only on the Equipment, subject to the terms and conditions of this Agreement. The License Term shall be either an annual subscription of 1 year or a monthly rolling subscription, commencing on the date full payment of the applicable License Fee is received by SQL-Sales Ltd.

2.2   The use of the Software is restricted to use on the Licensee's Equipment.

2.3   Subject to the provisions of Clause 8 (Software Updates), the Licence shall not be deemed to extend to any other software, documentation, or materials belonging to SQL-Sales Ltd that does not form part of the Software as expressly specified in this Agreement.

2.4   The Licensee shall not have the right to grant sub-licences to any other party to use the Software.

2.5   Subject to sub-Clause 2.6, the Licensee shall not, without the prior written consent of SQL-Sales Ltd (such consent not to be unreasonably withheld):

   a)   sub-licence, assign, or novate any part of its rights or obligations under this Agreement;

   b)   permit the Software (or any part thereof) to become the subject of any encumbrance, lien, or charge; or

   c)   deal in any other way with its rights or obligations (in whole or in part) under this Agreement.

2.6   The Licensee shall be permitted to assign or novate its rights and obligations under this Agreement in their entirety to any successor entity which succeeds to all (or substantially all) of the Licensee's assets and business, subject to the requirement that said successor must first provide a written undertaking to SQL-Sales Ltd that it shall henceforth comply with all obligations contained in this Agreement applicable to the Licensee. Upon delivery of such undertaking to SQL-Sales Ltd, all references to "the Licensee" shall henceforth be construed as referring to that successor. The rights and obligations of SQL-Sales Ltd under this Agreement shall continue to apply after any such assignment or novation.

3.   RESTRICTIONS ON COPYING

3.1   The Licensee may make a reasonable number of copies of the Software for backup, archival, or other operational security purposes. Such copies shall be

the property of SQL-Sales Ltd. The Licensee may not alter, delete, or otherwise obscure any notices of proprietary rights (including, but not limited to, copyright) or any product identification or restrictions on or in the Software. Any and all such notices must be included in full on or in all copies made of the Software.

3.2   The Licensee may make a reasonable number of copies of any documentation as reasonably required to support the use of the Software in accordance with the terms and conditions of this Agreement.

4.   RESTRICTIONS ON ALTERATIONS

4.1   The Licensee may not translate, reverse-engineer, decompile, disassemble, modify, or creative derivative works based on the Software (or any part thereof):

a)   without SQL-Sales Ltd's prior written consent; or

b)   unless such activities are legitimately necessary in order to ensure the interoperability of the Software with other software or systems used by the Licensee; or

c)   unless permitted by law or otherwise by this Agreement. Section 50B (and 296A) of the Copyright Designs and Patents Act 1988 permit such activities only where they are necessary to obtain information necessary to create an independent software program which can be operated with the Software or with another software program ("the permitted objective"). The information obtained from such actions must not be used for any other purpose.

4.2   The activities described in sub-Clause 4.1(c) will not be permitted if the Licensee:

a)   already has readily available to them the information necessary to achieve the permitted objective;

b)   does not confine the decompiling to such acts as are necessary to achieve the permitted objective;

c)   supplies the information obtained by the decompiling to any person to whom it is not necessary to supply it in order to achieve the permitted objective; or

d)   uses the information to create a software program which is substantially similar in its expression to the Software or to do any other act restricted by copyright.

5.   LICENCE FEE AND PAYMENT

5.1   The Licence Fee is per Production Salesforce Organisation Id licenced. The Fee shall be determined according to the latest pricing schedule published by SQL-Sales Ltd or as specified in the Invoice provided to the Licensee at the time of signing this Agreement.

5.2   The Licence Fee shall be payable in a single one-off payment for the annual plan or rolling 1 month subscription for the monthly plan, which shall be due on signature of this Agreement.

5.3   The Licence Fee and any other charges payable under this Agreement are exclusive of any applicable VAT and other sales tax, which shall be payable by the Licensee at the rate and in the manner prescribed by law against submission of a valid tax invoice.

5.4   The Licence will be tied specifically to the Production Salesforce Organisation Id, i.e. it will not be transferrable to any other Production Salesforce Organisation.

a)   All sandboxes within a licenced Production Salesforce Organisation are free to access although only within the same licenced Term as the Production Salesforce Organisation.

b)   The issued Licence will be tied to the Production Salesforce Organisation Id supplied by the Licensee and will expire at the end of the Term (whether annual or cancelled monthly plan).

6.   DELIVERY AND MEDIA

6.1   Irrespective of Payment Date, SQL-Sales Ltd makes the Software electronically available via a link to a secure hosted copy of the install executable for the Licensee to install the Software on the Equipment. The Software so delivered shall consist of a copy of the object code of the Software in machine-readable form only which the Licensee will download to the Media.

6.2   Upon receipt of the Software by the Licensee, the Licensee shall be responsible for maintaining the integrity and confidentiality of the Software, ensuring it is safeguarded against unauthorized access, loss, or corruption. SQL-Sales Ltd is responsible for ensuring that the Software is delivered securely and without corruption. In the event that the Licensee exercises their right to reject the Software under sub-Clause 7.4, or otherwise discontinues the Licence before the end of the Testing Period, the Licensee must still comply with all obligations to maintain the integrity and confidentiality of the Software until such time as it is uninstalled or erased in accordance with this Agreement.

7.   FREE TRIAL

7.1   The Licensee shall have a period of 30 calendar days, commencing from when the trial is requested (the "Testing Period"), to evaluate the Software's performance in accordance with the Specification. During this period, the Licensee is encouraged to verify that the Software meets their operational requirements and performance standards.

7.2   If, during the Testing Period, the Licensee encounters any performance issues or functionalities that do not meet the specifications or their satisfaction, the Licensee is encouraged to report such issues to their contact or email support@sql-sales.com providing detailed information about the encountered issues.

7.3   At the discretion of SQL-Sales Ltd, an extension of the Testing Period may be granted upon request, subject to SQL-Sales Ltd's assessment of the reported issues.

7.4   If the Software fails to perform in accordance with the Specification to the Licensee's satisfaction, the Licensee may opt to reject the Software. Upon rejection, the Licensee shall cease use and, if applicable, uninstall the software.

7.5   Following rejection, the Licensee has no further obligations to SQL-Sales Ltd but shall not be entitled to any refunds for expenses incurred during the Testing Period.

7.6   The Licensee is under no obligation to purchase or continue using the Software after the expiration of the Testing Period.

8.   SOFTWARE UPDATES

8.1   SQL-Sales Ltd may, from time to time, issue Interim Versions of the Software, free of charge, to rectify Vulnerabilities or other faults in the Software or to add to, enhance, upgrade, or otherwise alter the Software.

8.2   SQL-Sales Ltd shall supply the Licensee with all Interim Versions electronically via a link to a secure hosted copy of the install executable to the Licensee for installation of the Software on the Equipment.

8.3   SQL-Sales Ltd warrants that no Interim Release shall adversely affect the Software in its then-current version and will not reduce, downgrade, or otherwise impair any of its existing features or functions, unless clearly advance notified as breaking changes.

8.4   SQL Sales Ltd reserves the right to deprecate features and functionality as necessarily and typically in line with Salesforce API version changes and release programmes.

8.5   SQL-Sales Ltd may, from time to time, issue New Releases of the Software. A New Release will constitute a new product instead of an update to an existing version of the Software. New Releases shall be distinct from Interim Versions.

8.6   SQL-Sales Ltd shall promptly inform the Licensee of New Releases and shall offer to sell them to the Licensee at the same price and on the same terms on which they are made generally available to other customers on the open market.

9. SQL-SALES LTD'S PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

9.1 The Software and any and all Intellectual Property Rights of whatever nature which now or in the future subsist therein are and shall remain the property of SQL-Sales Ltd.

9.2 The Licensee shall notify SQL-Sales Ltd immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Software by any person.

10. INTELLECTUAL PROPERTY CLAIMS AND INDEMNITY

10.1 SQL-Sales Ltd shall defend at its own expense any claim brought against the Licensee alleging that its possession and/or use of Software (or any part thereof) in accordance with its rights under this Agreement infringes the Intellectual Property Rights of a third party ("Intellectual Property Claim") and SQL-Sales Ltd shall fully indemnify and hold harmless the Licensee from and against any and all losses, expenses, costs (including legal fees), and damages incurred by or awarded against the Licensee or agreed to in settlement of an Intellectual Property Claim provided that the Licensee:

a) furnishes SQL-Sales Ltd with prompt written notice of the Intellectual Property Claim, providing as much detail as is reasonably possible and practicable;

b) does not make any admission of liability and does not reach any agreement or compromise with respect to the Intellectual Property Claim without the prior written consent of SQL-Sales Ltd (such consent not to be unreasonably withheld);

c) provides SQL-Sales Ltd and its professional advisers with reasonable assistance and access (at reasonable times and on reasonable notice) in respect of the Intellectual Property Claim including, but not limited to, the disclosure of all facts and documents and access to any and all materials and personnel relating to the Intellectual Property Claim; and

d) fully cooperates with any and all reasonable requests of SQL-Sales Ltd and, subject to SQL-Sales Ltd providing satisfactory security to the Licensee against any claim, liability, losses, expenses, costs, or damages which the Licensee may incur, takes such actions as SQL-Sales Ltd may reasonably require in order to avoid, dispute, defend, compromise, or settle the Intellectual Property Claim.

10.2 Without prejudice to sub-Clause 10.1, if an Intellectual Property Claim is made or if, in SQL-Sales Ltd's reasonable opinion, the Licensee's possession and/or use of the Software (or any part thereof) in accordance with its rights under this Agreement is likely to become the subject of an Intellectual Property Claim, then SQL-Sales Ltd may, at its sole option and expense:

e) obtain for the Licensee the right to continue using the Software (or relevant parts thereof) which are or may become the subject of the Intellectual Property Claim; or

f) replace or modify the Software (or relevant parts thereof) which are or may become the subject of the Intellectual Property Claim so they become non-infringing.

10.3 If SQL-Sales Ltd replaces or modifies the Software in accordance with sub-Clause 10.2(b), SQL-Sales Ltd warrants that the replacement or modified Software shall continue to comply with the Specification and all warranties given by SQL-Sales Ltd under this Agreement, and that the Licensee's rights under this Agreement shall be unaffected. Where any warranty under this Agreement refers to a particular date or time period, such date or period shall be interpreted as beginning on the date on which the Software was replaced or modified as described herein.

11. WARRANTIES

11.1 SQL-Sales Ltd hereby warrants and represents that:

a) it has the right to enter into this Agreement and to grant the Licence to the Licensee in accordance with the terms of this Agreement;

b) for a period of 30 calendar days (the "Warranty Period") from the Delivery Date, the Software shall be free from defects and shall conform in all material respects with the Specification, providing the facilities and functions set out therein, when used correctly on the Equipment;

c) any and all documentation included with the Software shall provide adequate instructions to enable the Licensee to make proper use of the Software and all facilities and functions thereof;

11.2 If the Licensee identifies any defect, fault, Vulnerability, virus or other malware in the Software or any other failure of the Software to conform to the Specification or any of the warranties given by SQL-Sales Ltd under this Agreement during the Warranty Period, it shall notify SQL-Sales Ltd of the same in writing as soon as reasonably possible and practicable after identification.

11.3 After receipt of any such notice as set out under sub-Clause 11.2, SQL-Sales Ltd shall, at its sole option and expense, endeavour to replace the Software (or affected parts thereof)

11.4 The Warranties set out in this Clause 11 shall not apply to the extent that any defect, fault, Vulnerability, virus, or other malware in the Software or any other failure of the Software to conform to the Specification arises from or is exacerbated by:

a) the Licensee's incorrect use, operation, or corruption of the Software;

b) any unauthorised modification or alteration of the Software by or on the instruction of the Licensee that is not permitted under Clause 4; or

c) the use of the Software on or in conjunction with any other software or equipment with which it is incompatible unless such compatibility is included in the Specification.

11.5 The Warranties in sub-Clause 11.1 shall also apply to any Update that is provided to the Licensee by SQL-Sales Ltd during the Term of this Agreement and, for the purposes of this sub-Clause 11.5, references to the Delivery Date shall be interpreted as references to the date on which the Update was provided. References to conformity with the Specification shall be interpreted as meaning that no Update shall in any way reduce, downgrade, or otherwise impair any of the Software's pre-existing features or functions (Updates are not described in the Specification and may be issued after the date of this Agreement).

11.6 To the extent permissible by law, SQL-Sales Ltd disclaims all other warranties with respect to the Software including, but not limited to, any implied warranties relating to quality, fitness for any particular purpose, or the ability to achieve a particular result.

12. LIABILITY

12.1 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence or that of its employees or agents, for fraud or fraudulent misrepresentation, for the wilful misconduct or deliberate default of either Party or that of its employees or agents, for any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (relating to title and quiet possession), or any other form of liability which cannot be limited or excluded by law.

12.2 Subject to sub-Clause 12.1 and to any other provision to the contrary in this Agreement, neither Party shall be liable for any loss or damage suffered by the other, whether suffered directly or indirectly, or whether immediate or consequential, arising in contract, tort (including negligence), breach of statutory duty, or otherwise, which falls within any of the following categories:

a) loss of profits;

b) loss of sales or business;

c) loss of business opportunity;

d) loss of agreements or contracts;

e) loss of anticipated savings;

f) loss or corruption of data;

g) loss of, or damage to, goodwill;

h) indirect or consequential loss; or

i)   special damages, even in the event that the relevant Party was aware of circumstances in which the same could arise.

12.3   Nothing in this Clause 12 shall exclude claims for direct financial loss that are not expressly excluded by categories (a) to (i) of sub-Clause 12.2.

12.4   Subject to sub-Clause 12.1, Clause 10 (Intellectual Property Claims and Indemnity), Clause 13 (Export Control and Compliance with Laws), and Clause 14 (Confidentiality), in respect of which any liability arising shall be unlimited, the total liability of SQL-Sales Ltd whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to a sum equal to the Licence Fee.

12.5   Subject to sub-Clause 12.1, Clause 13 (Export Control and Compliance with Laws), and Clause 14 (Confidentiality), in respect of which any liability arising shall be unlimited, the total liability of the Licensee, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to a sum equal to the Licence Fee.

13.   EXPORT CONTROL AND COMPLIANCE WITH LAWS

The Parties shall comply with all applicable laws and regulations governing the use, transfer, import, export, or re-export (or the prohibition thereof) of the Software. The Licensee shall not use the Software for any purpose prohibited by applicable law.

14.   CONFIDENTIALITY

14.1   Each Party commits to maintaining the confidentiality of all information considered confidential ("Confidential Information") related to the other Party and its customers. This commitment is in effect throughout the duration of this Agreement and continues indefinitely beyond its termination to ensure the utmost protection of all Confidential Information. Specifically, each Party agrees to:

a)   Maintain the confidentiality of all Confidential Information at all times, with no time limit, recognizing the ongoing importance of such information

b)   Refrain from disclosing any Confidential Information to third parties, except as expressly permitted under this Agreement or with prior written consent from the other Party, which shall not be unreasonably withheld or delayed

c)   Use the Confidential Information solely for purposes directly related to the execution of this Agreement and not for any other purpose

d)   Avoid making any unauthorized copies, recordings, or other reproductions of the Confidential Information and not part with possession of such information except as required for the fulfilment of this Agreement

e) Ensure that all employees, agents, or any other parties acting on behalf of the Party, comply with these confidentiality obligations, treating the Confidential Information with the same level of protection as if it were their own.

14.2 Notwithstanding the above, Confidential Information may be disclosed to:

a) Sub-contractors, substitutes, or suppliers of either Party, solely to the extent necessary for the execution of this Agreement

b) Parties involved in the maintenance of the Equipment on which the Software is used, provided such use complies with the terms of this Agreement

c) Governmental, regulatory, or other authoritative bodies as required by law or in response to a valid request from such bodies

d) Employees or agents of the Party or any party mentioned in sub-clauses 14.2(a) to (c), strictly for purposes related to this Agreement and under conditions that ensure the continued confidentiality of the information.

14.3 Disclosure under sub-Clause 14.2 may be made only to the extent that is necessary for the purposes contemplated by this Agreement, or as required by law. In each case, the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 14.2(c) or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

14.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.

14.5 When using or disclosing Confidential Information under sub-Clause 14.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.

14.6 The provisions of this Clause 14 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

15.   TERMINATION

15.1   The Licensee may terminate this Agreement at any time by giving at least 30 Business Days' prior written notice to SQL-Sales Ltd.

15.2   SQL-Sales Ltd may terminate this Agreement immediately by written notice to the Licensee if the Licensee commits a material or persistent breach of this Agreement and fails to remedy that breach (if the breach is capable of remedy) within 30 Business Days after the service of a written notice requiring it to do so.

15.3   On termination of this Agreement for any reason:

a)   the Licensee shall cease all activities authorised by this Agreement; and

b)   the Licensee shall uninstall and erase the Software from the Equipment (and from any other computers, storage, or other devices on which it is installed or stored, whether or not in compliance with this Agreement) and return to SQL-Sales Ltd or destroy (at SQL-Sales Ltd's sole option) the Software (including any copies thereof that are in the Licensee's possession or control). If SQL-Sales Ltd requires such destruction, the Licensee shall certify that it has done so within 30 business days of the date of the termination of this Agreement.

15.4   Termination of this Agreement (howsoever occasioned) shall not affect any accrued rights, obligations, remedies, or liabilities of either Party existing on the date of termination, nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination including, but not limited to, the right to claim damages in respect of any breach of this Agreement which existed on or before the date of termination or expiry.

15.5   In particular, on the termination or expiry of this Agreement, Clauses 1, 12, 13, 14 and 15 shall continue in force.

15.6   For Licensees on a monthly billing plan, this Agreement may be terminated by providing at least 30 Business Days' prior written notice to SQL-Sales Ltd. Termination requests will be effective at the end of the current billing cycle in which the notice period concludes, and no prorated refunds will be issued for partial months.

16.   DATA PROTECTION

The Parties undertake to comply with the provisions of the Data Protection Legislation and any related legislation insofar as the same relates to the provisions and obligations of this Agreement.

17.   FORCE MAJEURE

17.1   Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but

are not limited to, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the control of the Party in question.

17.2 If such circumstances continue for a continuous period of more than 30 Calendar days, either Party may terminate this Agreement by written notice to the other Party.

18. NO AGENCY OR PARTNERSHIP

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

19. NOTICES

19.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

19.2 Notices shall be deemed to have been duly given:

a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

b) when sent, if transmitted by facsimile or email; or

c) on the second Business Day following mailing, if mailed by first-class post, postage prepaid; or

d) on the fifth business day following mailing, if mailed by airmail, postage prepaid.

In each case, notices shall be addressed to the most recent address, email address, or facsimile number notified to the other Party.

20. SUCCESSORS AND ASSIGNEES

20.1 This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assignees, and references to a Party in this Agreement shall include its successors and permitted assignees.

20.2 SQL-Sales Ltd may assign, novate, charge, or deal in any other way with any or all of its rights and obligations under this Agreement at any time, and shall provide reasonable written notice of the same to the Licensee.

20.3 The Licensee's rights to assign or novate its rights and obligations under this Agreement are set out in sub-Clauses 2.5 and 2.6.

20.4 Notwithstanding the provisions of Clause 14 (Confidentiality), either Party may, when assigning any or all of its rights under this Agreement, disclose to the proposed assignee any information relating to this Agreement and the subject matter thereof to the extent reasonably necessary to facilitate the proposed

assignment. In such cases, the Party seeking to assign its rights shall first disclose the identity of the proposed assignee to the other Party.

20.5 Subject to the foregoing, in this Agreement, references to a Party include references to a person:

a) who, for the time being, is entitled (by assignment, novation, or otherwise) to that Party's rights under this Agreement (or any interest in those rights); or

b) who, as administrator, liquidator, or otherwise, is entitled to exercise those rights,

and, in particular, those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction, or other reorganisation involving that Party. For this purpose, references to a Party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

21. ENTIRE AGREEMENT

21.1 This Agreement and any and all documents annexed hereto or otherwise referred to herein contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

21.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, or other provision except as expressly provided in this Agreement.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

23. NO WAIVER

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

24. SEVERANCE

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid, or otherwise unenforceable, the affected provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

25. TIME OF THE ESSENCE

Time shall be of the essence in this Agreement with respect to any time, date, or

period mentioned in this Agreement or subsequently substituted as a time, date, or period by agreement in writing between the Parties.

26. THIRD PARTIES

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

27. DISPUTE RESOLUTION

27.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who shall have the authority to settle such disputes.

27.2 If negotiations under sub-Clause 27.1 do not resolve the matter within 30 Business days of receipt of a written invitation to negotiate, the Parties shall attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

27.3 If the ADR procedure under sub-Clause 27.2 does not resolve the matter within 30 Business days of the initiation of that procedure, or if either Party refuses to participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

27.4 The seat of the arbitration under sub-Clause 27.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and rules for arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the rules for arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

27.5 Nothing in this Clause 27 shall prohibit either Party from applying to a court for interim injunctive relief.

27.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 27 shall be final and binding on both Parties.

28.   LAW AND JURISDICTION

28.1   This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

28.2   Subject to the provisions of Clause 27, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

a)   Notwithstanding the jurisdiction set forth in Clause 28.2, the Parties acknowledge that this Agreement is intended to have international applicability, consistent with the Software being offered to a global customer base. However, the Parties agree that any disputes arising under this Agreement will still be subject to the exclusive jurisdiction of the courts of England and Wales, unless otherwise agreed in writing.

SIGNED for and on behalf of SQL-Sales Ltd by:

_____   _____
Authorised Signature   Date

SIGNED for and on behalf of the Licensee by:

_____   _____
Authorised Signature   Date

SQL-Sales

29.   SCHEDULE 1

The Software
- a)   SQLSalesInstaller.exe
- b)   SQLSalesConfig.exe
- c)   SQLSalesHandler.exe
- d)   SQLSalesDaemon.exe

30.   SCHEDULE 2

The Specification
- a)   Query Salesforce data via the SOAP API and Microsoft SQL Server Management Studio
- b)   Load data to Salesforce via the SOAP API and Microsoft SQL Server Management Studio
- c)   Load data to Salesforce via the BULKAPI v1 API and Microsoft SQL Server Management Studio
- d)   Load data to Salesforce via the BULKAPI v2 API and Microsoft SQL Server Management Studio
- e)   The software is specifically designed to facilitate working with these Salesforce APIs within SQL Server Management Studio and the T-SQL programming language, although stated functionality cannot cover every possible use case as the developer does not guarantee that the software will meet all of the user's requirements or that the operation of the software will be uninterrupted or error-free.
- f)   The Software is designed to establish connections exclusively with Salesforce, utilizing solely the Licensee's proprietary Salesforce credentials to access their designated Salesforce instance(s). It guarantees that no external connections to or from the Software are made or facilitated beyond this scope. This design ensures that the use of the Software poses no additional risk to the Licensee's data security or to the integrity of their Salesforce instance(s).
- g)   Whilst being functionally rich, it does not offer exhaustive support for these Salesforce APIs. The current capability is documented here: [help.sql-sales.com], prospective customers are advised to review, check and validate the stated functionality against their requirements during the free 30 day trial period.
- h)   The Licensee will be provided with the most recent generally available release at the time of license activation. This includes all updates and patches within that release series, ensuring the Licensee benefits from the latest improvements and security features.

SQL-Sales