



## UK SALES-I SUBSCRIPTION TERMS AND CONDITIONS

These terms and conditions ("Terms") govern the relationship between sales-i UK Limited ("sales-i") and you and your use of sales-i's online services (and limits our liability to you). By clicking "accept" at the end of this screen and/or signing the order form or accessing the Website you are forming a contract and agreeing to the terms that appear below. References to "you", "your" or "Customer" are to you as an individual. If you use the Service in the course of your business, you are also agreeing to these Terms on behalf of that business and references to "you", "your" and "Customer" include your business.

You and sales-i are individually a Party and together the Parties.

### 1. Definitions

1.1. In these Terms the following expressions shall be given the following meanings (unless the context otherwise requires):

<b>Contract</b>	the contract between sales-i and you for the provision of the Service as evidenced by the Order Form signed by a duly authorised person on your behalf.
<b>Customer Material</b>	means any information whatsoever including but without limitation any data, any other material, and any other record of any information in any form provided or submitted by the Customer to sales-i (whether through the Website or otherwise) relating to the Service
<b>Delivery Frequency</b>	the delivery frequency of the Service Information to the Users set out in the Order Forms
<b>E-mail Address</b>	<a href="mailto:support@sales-i.com">support@sales-i.com</a> being the e-mail address which should be used for all correspondence between you and sales-i
<b>Force Majeure Event</b>	includes any delay or failure to perform sales-i obligations under these Terms (including but without limitation the provision of the Service and the delivery of the Service Information) where such delay or failure to perform arises from circumstances beyond the reasonable control of sales-i, including but without limitation, any act of god, communications failure, software failure, death, destruction, fire, flood, strikes, riots, accident, disruption to energy supplies, civil commotion, acts of terrorism or war
<b>Go-Live</b>	the date on which the Customer can first access the Service and the Subscription Period begins.
<b>ID</b>	the user name and password allocated by sales-i to each User to enable each such User to access the Service Information
<b>Implementation Service</b>	the services carried out by sales-i to set up the SaaS Service for the Users, including but not limited to importing the Customer Material, setting up the standard data load facility and training Users.
<b>Implementation Period</b>	the time between the date of the Order Form and Go-Live when the Implementation Services are carried out.
<b>Initial Term</b>	the initial period during which you are obligated to pay for the Subscription Service.
<b>Intellectual Property Rights or IPR</b>	include but are not limited to copyrights, patents, utility models, trademarks, service marks, design rights (whether registered or unregistered), database rights and proprietary information rights.
<b>Licence</b>	those Users designated by you who are authorised to purchase licences online using the online Order Form(s) and to create User accounts and otherwise

<b>Administrator(s)</b>	administer your use of the Service.
<b>Licence Term(s)</b>	the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s).
<b>Order Form(s)</b>	the form on the Website or one returned to sales-i evidencing the initial Subscription and any subsequent order forms submitted through the Website or one returned to sales-i specifying, inter alia, the number of licences required, the Service Fees, or the Delivery Frequency, each such Order Form to be incorporated into and form part of these Terms.
<b>Renewal Term</b>	the subsequent terms of the contract after the Initial Term.
<b>sales-i or us or our</b>	sales-i UK Limited (registered in England with number 05553047).
<b>SaaS Service or Service</b>	the Subscription Service.
<b>Service Information</b>	the audio and/or visual information, documents, software, products, or services contained or made available to you in the course of your Subscription.
<b>Subscription</b>	your use of the Service by accessing the Website.
<b>Subscription Fees</b>	the fees payable by you to sales-i for your Subscription in accordance with these Terms.
<b>Subscription Period</b>	the period from Go-Live to the end of the agreed Initial Term or Renewal Term.
<b>Subscription Service</b>	the services offered from time to time by sales-i, including but without limitation, on-line customer relationship management, billing, data analysis or other services identified during the ordering process, developed, operated and maintained by sales-i, accessible via the Website or another designated website or IP address, or ancillary online or off-line products and services provided to you by sales-i, to which you are being granted access under these Terms, including the Technology and the Sales Information.
<b>Technology</b>	all of sales-i's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by sales-i in providing the Service.
<b>Terms</b>	these standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between you and sales-i.
<b>User</b>	any of you or your employees, representatives, consultants, contractors or agents whose names have been supplied by you and are authorised by you (or by sales-i at your request) to use the Service.
<b>Website</b>	the sales-i website at <a href="http://www.sales-i.com">www.sales-i.com</a> .
<b>Writing and any similar expression</b>	includes electronic mail, facsimile transmission and comparable means of communication.
<b>you or your or Customer</b>	the person, firm or company whose order for the Service is accepted by sales-i.

- 1.2. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3. The headings in these Terms are for convenience only and shall not affect their interpretation.
- 1.4. Any reference to singular will include the plural and vice-versa
- 1.5. In the event of a conflict between the Terms and any of the Order Form(s), these Terms shall prevail.

## 2. Provision of Service

- 2.1. The Service is provided by sales-i UK Limited, whose registered office is at 31 Homer Road, Solihull, B91 3LT. You will receive access to the Service following payment of your Subscription for the period.
- 2.2. You acknowledge that you have provided sales-i with accurate and complete registration information in the Order

Form and that it is your responsibility to update sales-i of any changes to that information (including your e-mail address) and the e-mail address of the Users by emailing the E-mail Address.

- 2.3. Each Subscription is for the number of Users specified in the Order Form.
- 2.4. sales-i is continually seeking to improve the Service. sales-i reserves the right, at its discretion, to make changes to any part of the Service provided that it does not materially reduce the content or functionality.

### **3. Licence Grant and Restrictions**

- 3.1. sales-i hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to these Terms. All rights not expressly granted to you are reserved by sales-i.
- 3.2. You shall not:
  - 3.2.1. access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;
  - 3.2.2. licence, sub-licence, sell, re-sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Service Information in any way;
  - 3.2.3. modify or make derivative works based upon the Service or Service Information;
  - 3.2.4. create Internet "links" to the Service or "frame" or "mirror" any Service Information on any other server or wireless or Internet-based device; or
  - 3.2.5. reverse, engineer or access the Service in order to (a) build a competitive product or service,
  - 3.2.6. (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service;
- 3.3. User licences cannot be shared or used by more than one individual User but may be re-assigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.
- 3.4. You may use the Service only for your internal business purposes and shall not (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights, (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorised access to the Service or its related systems or networks.

### **4. Your Responsibilities**

- 4.1. During the Implementation Period, you will ensure the Customer Material to be loaded into the sales-i system is in an acceptable format (as per sales-i's Data Extract Guide) and will be free from errors and omissions. Additional work to cleanse and load Customer Material may be subject to additional fees. The data presented in sales-i will reflect the data provided to sales-i.
- 4.2. You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.
- 4.3. You shall:
  - 4.3.1. notify sales-i immediately of any unauthorised use of any ID;
  - 4.3.2. report to sales-i immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by you or your Users; and
  - 4.3.3. not impersonate another sales-i user or provide false identity information to gain access to or use the Service.
  - 4.3.4. notify sales-i of any change of data format which is to be up-loaded to the sales-i server.
- 4.4. if sales-i reasonably believes that any ID is being used in any way which is not permitted by these Terms, sales-i reserves the right to suspend access rights immediately on giving notice to you and to block access from any ID until the issue has been resolved to the satisfaction of sales-i.

### **5. Account Information and Data**

- 5.1. sales-i does not own any Customer Material. Accordingly, you, not sales-i, shall have sole responsibility for the

accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use of all Customer Material, and sales-i shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Material.

- 5.2. If the Contract is terminated (other than by reason of your breach), sales-i will make available to you a file of the Customer Material within 30 days of termination if you so request at the time of termination.
- 5.3. sales-i reserves the right to withhold, remove and/or discard Customer Material without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Material immediately ceases, and sales-i shall have no obligation to maintain or forward any Customer Material.

## **6. Proprietary Rights**

- 6.1. sales-i alone (and its licensors, where applicable) shall own all rights, titles and interests, including all proprietary rights and intellectual property rights (IPR) in the Service including, without limitation, the underlying software, the Technology, the Service, the Service Information, the Use Data, the Consolidated Anonymous Data, Information and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service.
- 6.2. Except for any rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights in the Customer Material will remain with and be the exclusive property of Customer. Customer Material is deemed Confidential Information of Customer.
- 6.3. You acknowledge and agree that sales-i may derive or create data and information about the use of the Service by you ("Use Data") and sales-i may use Use Data for any other business purpose.
- 6.4. You acknowledge and agree that sales-i may obtain, analyse and consolidate technical and other data about your use of the Service excluding any personally identifiable Information ("Consolidated Anonymous Data"). sales-i may use the Consolidated Anonymous Data to analyse, improve, support and operate the Services and otherwise for any other business purpose, during and after the Term of any Agreement between the Parties, including, without limitation to generate industry benchmarks or best practice guidance, recommendations or similar reports. For clarity, this does not give sales-i the right to identify you as the source of any Consolidated Anonymous Data.
- 6.5. These Terms are not a sale and do not convey to you any rights of ownership in or related to the Service, the Technology or the IPR owned by sales-i. The sales-i name, the sales-i logos, and the product names associated with the Service are the IPR of sales-i or third parties, and no right or licence is granted to use them.

## **7. Third Parties**

- 7.1. During the use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service and/or the Website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party.
- 7.2. sales-i and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.
- 7.3. sales-i does not endorse any sites on the Internet that are linked through the Service. sales-i provides these links to you only as a matter of convenience, and in no event shall sales-i or its licensors be responsible for any content, products, or other materials on or available from such sites. sales-i provides the Service to you pursuant to the terms and conditions of these Terms.
- 7.4. You recognise that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different licences or other terms prior to your use of, or access to, such software, hardware or services.

## **8. Fees**

- 8.1. You shall pay to sales-i the Subscription Fees in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial Subscription Fees will be equal to the current number of total User licences at the User licence fee currently in effect.
- 8.2. The Subscription Fee is payable annually in advance (or as agreed on your order form). All payment obligations are non-cancellable. All amounts paid are non-refundable. You are responsible for paying for all User licences ordered for the entire Licence Term, whether or not such User licences are actively used.
- 8.3. You must provide sales-i with a valid Direct Debit Mandate or approved purchase order information as a condition of the SaaS Service.
- 8.4. Billing of subscriptions will commence either 60 days after the date of the order (unless the delay is the fault of sales-i) or; Upon the Go-Live date, whichever is sooner. The first invoice may be higher than subsequent renewal invoices to bring billing in line with calendar months.

- 8.5. Billing of Implementation Services will be made upon receipt of the order and is payable within 30 days of the date of the invoice.
- 8.6. An authorised Licence Administrator may add licences by executing an additional written or electronic Order Form. Added licences will be subject to the following: (i) added licences will be coterminous with the preexisting Licence Term (either Initial Term or renewal term); (ii) the licence fee for the added licences will be the then current, generally applicable licence fee (unless otherwise agreed on the Order Form); and (iii) licences added in the middle of a billing month will be charged in full for that billing month.
- 8.7. sales-i reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.
- 8.8. sales-i charges and collects in advance for use of the SaaS Service. sales-i will automatically renew and bill your credit card, collect funds by direct debit or direct payment or issue an invoice to you for every billing period. The renewal charge will be equal to the then-current number of total User licences times the licence fee in effect during the prior term, unless sales-i has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter.
- 8.9. Fees for Implementation Services will be charged on an as-quoted basis and invoiced on receipt of order. Implementation Service fees are payable in advance.
- 8.10. All Fees are quoted exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties including value added tax.
- 8.11. Any changes made by you to the Customer Material after the initial system has gone live including but not limited to Product codes, Product Groupings, Territories, Account Structures, upload routine etc will incur a cost to accommodate these changes and will be chargeable at sales-i's standard day rate at a ratio of the number of hours required to make the system live. Without reasonable notice from you, sales-i reserves the right to inform you within 3 working days of how long it will take sales-i to resume service with the changes in place.
- 8.12. You agree to provide sales-i with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorised billing contact and Licence Administrator. You agree to update this information within 14 days of any change to it. If the contact information you have provided is false or fraudulent, sales-i reserves the right to terminate your access to the Services.
- 8.13. If you believe your bill is incorrect, you must contact us in writing within 14 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

## **9. Non-Payment and Temporary Suspension**

- 9.1. If payment of the Subscription Fee is not made on the due date for whatever reason, sales-i shall be entitled, without limiting any other rights or remedies it may have:-
  - 9.1.1. to suspend performance of the Service until payment in full is made and sales-i shall have no liability to you in respect of that suspension, nor in respect of any loss or damage caused to you as a result of it;
  - 9.1.2. to terminate the Contract;
  - 9.1.3. charge you interest (both before and after any judgment) on the amount unpaid at the rate of 4% per annum above the base lending rate of the Bank of England from time to time (a part of the month being treated as a full month for the purpose of calculating interest) from the due date until the outstanding is paid in full;
  - 9.1.4. continue to charge the Subscription Fee for User licences during any period of suspension.
- 9.2. You agree that sales-i may charge any unpaid fees and/or any interest thereon to your credit card or charge through Direct Debit or Direct Payment or otherwise bill you for such unpaid fees and/ or any interest thereon.
- 9.3. sales-i reserve the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that sales-i has no obligation to retain Customer Material and that such Customer Material may be irretrievably deleted if your account is suspended for 30 days or more.

## **10. Term and Termination**

- 10.1. Upon the expiration of the Initial Term, the Contract will automatically renew for successive renewal terms of 12 months at sales-i's then current fees. Either party may terminate the Contract or reduce the number of licences, effective only upon the expiration of the then current Licence Term, by notifying the other Party in Writing at least 90 days prior to the expiry of the then current Licence Term.
- 10.2. In the event that the Contract is terminated (other than reason of your breach), sales-i will make available to you a complete copy of the Customer Material within 30 days of termination if you so request at the time of termination. You hereby agree and acknowledge that sales-i has no obligation to retain the Customer Material, and may delete such Customer Material for more than 30 days after termination. sales-i will also, at your request, destroy all other copies of the Customer Material and certify in writing that all such copies have been destroyed, within 5

days of termination.

- 10.3. Any breach by you of your payment obligations or unauthorised use of the Technology or Service will be deemed a material breach of these Terms.
- 10.4. sales-i may in its sole and absolute discretion terminate your ID, account or use of the Service if you breach or otherwise fail to comply with these Terms.
- 10.5. You agree and acknowledge that sales-i has no obligation to retain the Customer Material and may delete such Customer Material, if you have materially breached these Terms, including but without limitation a failure to pay outstanding Subscription Fees, and any such breach has not been remedied within 30 days' notice of such breach.

## **11. Warranties**

- 11.1. sales-i warrants that it will use all reasonable skill and care in making the Service available to you and in ensuring its availability during your Subscription period.
- 11.2. You hereby represent and warrant to sales-i that:-
  - 11.2.1. you have the legal power and authority to enter into these Terms; and
  - 11.2.2. you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.
- 11.3. you shall indemnify and hold sales-i, its licensors and each of its associates, parent companies, subsidiary companies, officers, directors, employees and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and VAT thereon) arising out of or in connection with:
  - 11.3.1. a claim alleging that the use of the Customer Material infringes the rights of, or has caused harm to a third party;
  - 11.3.2. a claim, which if true, would constitute a violation by you of any representations and warranties contained in these Terms; or
  - 11.3.3. a claim arising from the breach by you or your Users of these Terms.

## **12. Limitation of Liability**

- 12.1. sales-i will use its reasonable endeavours to remedy faults in the Service during the Subscription period. If we are in breach of these Terms, you agree that your only recovery for damages that you incur, and your exclusive remedy, shall be limited to an amount equivalent to the Subscription Fee paid or payable in relation to your use for the relevant month of the Service.
- 12.2. sales-i makes no representations, warranties or guarantees as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Service and/or any of the Service Information. sales-i does not represent or warrant that:
  - 12.2.1. the use of the Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
  - 12.2.2. the Service will meet your requirements or expectations;
  - 12.2.3. the Sales Information will be accurate or reliable;
  - 12.2.4. the quality of any information or other materials obtained through the Service will meet your requirements or expectations;
  - 12.2.5. errors or defects will be corrected; or
  - 12.2.6. the Service or the Technology that makes the Service available is free of viruses or other harmful components.
- 12.3. The Service and the Service Information is provided to you strictly on an "as is" basis. All conditions, representations and royalties, whether express, implied, statutory or otherwise, including but without limitation any implied warranty of satisfactory quality, fitness for purpose, non-infringement of third-party rights are hereby disclaimed by sales-i to the maximum extent permitted by law.
- 12.4. You hereby acknowledge and agree that the Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. sales-i is not responsible for any delays, delivery failures or other damage resulting from such problems.
- 12.5. Nothing in these Terms will limit our liability for death or personal injury resulting from our negligence or that of our employees or agents.
- 12.6. We will not be in breach of contract as a result of any delay or failure to perform our obligations as set out in

these Terms where such delay or failure to perform arises from a Force Majeure Event.

- 12.7. IN ANY EVENT, THE ENTIRE LIABILITY OF SALES-I UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/ OR DUE FROM YOU IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
- 12.8. You hereby acknowledge and agree that sales-i shall have no liability for any indirect, special or consequential loss, damage, costs, expenses or other claims of compensation whatsoever (including but without limitation business losses, lost data, lost profits, business interruption, further economic loss) arising out of or in any way connected with the Service, including but not limited to the use or inability to use the Service, or for any Service Information obtained from or through the Service, any interruption, inaccuracy, error or omission regardless of cause in the Service Information and/or failure to provide the Service.

### **13. Terms of use of the Website**

- 13.1. By using the Website you agree to be legally bound by these terms, which shall take effect immediately on your first use of the Website. If you do not agree to be legally bound by all the Terms and Conditions outlined in this document please do not access and/or use this Website.
- 13.2. You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use any of the Website content in any way except for your own personal and non-commercial use. You also agree not to adapt, alter or create a derivative work from any of the Website content except for your own personal, noncommercial use. Any other use of the Website content requires the prior written permission of sales-i.
- 13.3. You agree to use the Website only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Website. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Website.
- 13.4. The Website content, including the information, names, images, pictures, logos and icons regarding or relating to sales-i, its advertised properties (or to third party products and services), is provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind or warranty made (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 13.5. sales-i will not be liable for any damage, including indirect or consequential damages, or any damages arising from use or loss of use, data or profits, whether in contract, negligence or other tortious action, arising from or in connection with the use of the Website.
- 13.6. sales-i do not warrant that functions contained in the Website content will be uninterrupted or error free, that defects will be corrected, or that sales-i or the server that makes it available are free of viruses or bugs.
- 13.7. The names, images and logos identifying sales-i or third parties and their products and services are subject to copyright, design rights trademarks and other intellectual property rights of sales-i or a third party as the case may be. Nothing contained in these terms shall be construed as conferring by implication or otherwise any licence or right to use any trademark, patent, design right, copyright or other intellectual property rights of sales-i, or any other third party.
- 13.8. The Website may contain other proprietary notices and copyright information, the terms of which must be observed and followed.
- 13.9. Certain links in this Website may connect to other websites maintained by other parties over whom sales-i has no control. sales-i makes no representations as to the accuracy or any other aspect of information contained in other websites.

### **14. Privacy Policy**

- 14.1. The information that you provide about yourself to sales-i will only be used by sales-i in accordance with its Privacy Policy. Please read the Privacy policy carefully and if you have any questions please email the E-mail Address.
- 14.2. The [GDPR Contract Addendum](#), which forms part of our Terms and Conditions, can be found at [www.sales-i.com](http://www.sales-i.com).

### **15. Notices**

- 15.1. All notices shall be given to sales-i via the E-mail Address or by post at sales-i, 31 Homer Road, Solihull B91 3LT or to you at the e-mail or postal address you provided during any ordering process.
- 15.2. sales-i may give notice by means of a general notice on the Service, by electronic mail to your e-mail address on record in sales-i account information, or by written communication sent by first class mail or pre-paid post to your address on record in sales-i's account information.
- 15.3. Notice will be deemed received when an email is received (or else on the next business day if it is received on a

weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

## **16. General**

- 16.1. We may transfer and/or assign our rights and/or our obligations under these Terms. This will not affect your rights under these Terms. You may not transfer any of your rights or obligations under these Terms.
- 16.2. sales-i reserves the right to modify these Terms or its policies relating to the Service at any time, effective upon posting of an updated version of these Terms on the Website, and on sending you an e-mail to your e-mail address on its records. You are responsible for regular reviewing of these Terms. Continued use of the Service after any such change shall constitute your consent to such changes.
- 16.3. Nothing in these Terms shall confer your rights on any other person.
- 16.4. If you breach these Terms and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these Terms.
- 16.5. These Terms, together with the Privacy Policy and any additional terms on the Service, represents the entire terms agreed between the parties in relation to its subject matter and may be amended only by our agreement in writing.
- 16.6. These Terms shall be governed by English law. You hereby submit to the jurisdiction of the English Courts.

## **17. Non-Disclosure Agreement**

- 17.1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided by either Party to the other, including but not limited to patent and patent applications, proprietary information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, data, databases, know-how, processes, apparatuses, equipment, algorithms, copyrights, software programs, software source documents, formulae, trade and business names, trademarks, service marks and designs related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, business plans, sales and merchandising, marketing plans and information provided by the Disclosing Party to the Recipient (as defined below) relating to third parties.
- 17.2. Each Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other (except as approved in writing by the other Party to this Agreement) and will use the Confidential Information for no purpose other than in relation to the business discussions between the parties and any on-going business relationship between the Parties.
- 17.3. Each party shall only permit access to Confidential Information of the other Party to those of its employees or authorised representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
- 17.4. Each Party shall immediately notify the other upon discovery of any loss or unauthorised disclosure of the Confidential Information of the other Party.
- 17.5. Each Party's obligations under this Agreement with respect to any portion of the other Party's Confidential Information shall terminate when the Recipient can document that the Confidential Information disclosed: (a) was in the public domain at the time it was communicated to the Recipient by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient; (c) was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Disclosing Party; (d) was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Disclosing Party; (e) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Disclosing Party; (f) was communicated to the Recipient by an unaffiliated third party free of any obligation of confidence and (g) the communication was in response to a valid order by a court or other governmental or regulatory body or was otherwise required by law.
- 17.6. Upon termination or expiration of the Agreement, or upon written request of the other Party, each Party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.
- 17.7. The parties recognise and agree that nothing contained in this Agreement shall be construed as granting any property rights, by licence or otherwise, to any Confidential Information of the other Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.
- 17.8. Neither Party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other Party.
- 17.9. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this

Agreement. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the Parties and shall be binding upon the Recipient's heirs, successors and assigns.

- 17.10. This Agreement shall be governed by and construed in accordance with the laws of England and the Parties hereby submit to the non-exclusive jurisdiction of the English Courts.
- 17.11. Each party acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that the other Party shall be entitled to seek injunctive relief anywhere in the world under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
- 17.12. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 17.13. Neither Party shall communicate any information to the other in violation of the proprietary rights of any third party.
- 17.14. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.
- 17.15. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either party may specify in writing.

## **18. Training**

- 18.1. Allocated training must be used within 90 days of Go-Live. If training is not used within this timeframe, it will be forfeited. We reserve the right to amend or change these Terms on a case by case basis.
- 18.2. Once training has been booked, it may be cancelled by sending an email to training@sales-i.com at any time within 14 days after receiving confirmation of your booking (the "14 Day Cooling Off Period") and your full training allocation will be rescheduled.
- 18.3. Cancellation outside of the 14 Day Cooling Off Period and 7 days or more in advance will result in the loss of 50% of your training allocation.
- 18.4. Cancellation within 7 days of the agreed training day will result in the loss of your full scheduled training allocation.
- 18.5. Training carried out away from sales-i's offices will incur a charge for travel and accommodation as necessary.



## US SALES-I SUBSCRIPTION TERMS AND CONDITIONS

These terms and conditions ("Terms") govern the relationship between sales-i Inc. ("sales-i") and you and your use of sales-i's online services (and limits our liability to you). By clicking "accept" at the end of this screen and/or signing the order form or accessing the Website you are forming a contract and agreeing to the terms that appear below. References to "you", "your" or "Customer" are to you as an individual. If you use the Service in the course of your business, you are also agreeing to these Terms on behalf of that business and references to "you", "your" and "Customer" include your business.

You and sales-i are individually a Party and together the Parties.

### 1. Definitions

1.1. In these Terms the following expressions shall be given the following meanings (unless the context otherwise requires):

<b>Contract</b>	the contract between sales-i and you for the provision of the Service as evidenced by the Order Form signed by a duly authorized person on your behalf.
<b>Customer Material</b>	means any information whatsoever including but without limitation any data, any other material, and any other record of any information in any form provided or submitted by the Customer to sales-i (whether through the Website or otherwise) relating to the Service
<b>Delivery Frequency</b>	the delivery frequency of the Service Information to the Users set out in the Order Forms
<b>E-mail Address</b>	<a href="mailto:support@sales-i.com">support@sales-i.com</a> being the e-mail address which should be used for all correspondence between you and sales-i
<b>Force Majeure Event</b>	includes any delay or failure to perform sales-i obligations under these Terms (including but without limitation the provision of the Service and the delivery of the Service Information) where such delay or failure to perform arises from circumstances beyond the reasonable control of sales-i, including but without limitation, any act of god, communications failure, software failure, death, destruction, fire, flood, strikes, riots, accident, disruption to energy supplies, civil commotion, acts of terrorism or war
<b>Go-Live</b>	the date on which the Customer can first access the Service and the Subscription Period begins.
<b>ID</b>	the user name and password allocated by sales-i to each User to enable each such User to access the Service Information
<b>Implementation Service</b>	the services carried out by sales-i to set up the SaaS Service for the Users, including but not limited to importing the Customer Material, setting up the standard data load facility and training Users.
<b>Implementation Period</b>	the time between the date of the Order Form and Go-Live when the Implementation Services are carried out.
<b>Initial Term</b>	the initial period during which you are obligated to pay for the Subscription Service.
<b>Intellectual Property Rights or IPR</b>	include but are not limited to copyrights, patents, utility models, trademarks, service marks, design rights (whether registered or unregistered), database rights and proprietary information rights.
<b>License</b>	those Users designated by you who are authorized to purchase licenses online using the online Order Form(s) and to create User accounts and otherwise

<b>Administrator(s)</b>	administer your use of the Service.
<b>License Term(s)</b>	the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s).
<b>Order Form(s)</b>	the form on the Website or one returned to sales-i evidencing the initial Subscription and any subsequent order forms submitted through the Website or one returned to sales-i specifying, inter alia, the number of licenses required, the Service Fees, or the Delivery Frequency, each such Order Form to be incorporated into and form part of these Terms.
<b>Renewal Term</b>	the subsequent terms of the contract after the Initial Term.
<b>sales-i or us or our</b>	sales-i UK Limited (registered in England with number 05553047).
<b>SaaS Service or Service</b>	the Subscription Service.
<b>Service Information</b>	the audio and/or visual information, documents, software, products, or services contained or made available to you in the course of your Subscription.
<b>Subscription</b>	your use of the Service by accessing the Website.
<b>Subscription Fees</b>	the fees payable by you to sales-i for your Subscription in accordance with these Terms.
<b>Subscription Period</b>	the period from Go-Live to the end of the agreed Initial Term or Renewal Term.
<b>Subscription Service</b>	the services offered from time to time by sales-i, including but without limitation, on-line customer relationship management, billing, data analysis or other services identified during the ordering process, developed, operated and maintained by sales-i, accessible via the Website or another designated website or IP address, or ancillary online or off-line products and services provided to you by sales-i, to which you are being granted access under these Terms, including the Technology and the Sales Information.
<b>Technology</b>	all of sales-i's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by sales-i in providing the Service.
<b>Terms</b>	these standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between you and sales-i.
<b>User</b>	any of you or your employees, representatives, consultants, contractors or agents whose names have been supplied by you and are authorized by you (or by sales-i at your request) to use the Service.
<b>Website</b>	the sales-i website at <a href="http://www.sales-i.com">www.sales-i.com</a> .
<b>Writing and any similar expression</b>	includes electronic mail, facsimile transmission and comparable means of communication.
<b>you or your or Customer</b>	the person, firm or company whose order for the Service is accepted by sales-i.

- 1.2. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3. The headings in these Terms are for convenience only and shall not affect their interpretation.
- 1.4. Any reference to singular will include the plural and vice-versa
- 1.5. In the event of a conflict between the Terms and any of the Order Form(s), these Terms shall prevail.

## **2. Provision of Service**

- 2.1. The Service is provided by sales-i Inc., whose address is at 200 W. Monroe St, Suite 1701, Chicago, IL 60606. You will receive access to the Service following payment of your Subscription for the period.
- 2.2. You acknowledge that you have provided sales-i with accurate and complete registration information in the Order

Form and that it is your responsibility to update sales-i of any changes to that information (including your e-mail address) and the e-mail address of the Users by emailing the E-mail Address.

- 2.3. Each Subscription is for the number of Users specified in the Order Form.
- 2.4. sales-i is continually seeking to improve the Service. sales-i reserves the right, at its discretion, to make changes to any part of the Service provided that it does not materially reduce the content or functionality.

### **3. License Grant and Restrictions**

- 3.1. sales-i hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to these Terms. All rights not expressly granted to you are reserved by sales-i.
- 3.2. You shall not:
  - 3.2.1. access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;
  - 3.2.2. license, sub-license, sell, re-sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Service Information in any way;
  - 3.2.3. modify or make derivative works based upon the Service or Service Information;
  - 3.2.4. create Internet "links" to the Service or "frame" or "mirror" any Service Information on any other server or wireless or Internet-based device; or
  - 3.2.5. reverse, engineer or access the Service in order to (a) build a competitive product or service,
  - 3.2.6. (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service;
- 3.3. User licenses cannot be shared or used by more than one individual User but may be re-assigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.
- 3.4. You may use the Service only for your internal business purposes and shall not (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights, (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

### **4. Your Responsibilities**

- 4.1. During the Implementation Period, you will ensure the Customer Material to be loaded into the sales-i system is in an acceptable format (as per sales-i's Data Extract Guide) and will be free from errors and omissions. Additional work to cleanse and load Customer Material may be subject to additional fees. The data presented in sales-i will reflect the data provided to sales-i.
- 4.2. You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.
- 4.3. You shall:
  - 4.3.1. notify sales-i immediately of any unauthorized use of any ID;
  - 4.3.2. report to sales-i immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by you or your Users; and
  - 4.3.3. not impersonate another sales-i user or provide false identity information to gain access to or use the Service.
  - 4.3.4. notify sales-i of any change of data format which is to be up-loaded to the sales-i server.
- 4.4. if sales-i reasonably believes that any ID is being used in any way which is not permitted by these Terms, sales-i reserves the right to suspend access rights immediately on giving notice to you and to block access from any ID until the issue has been resolved to the satisfaction of sales-i.

### **5. Account Information and Data**

- 5.1. sales-i does not own any Customer Material. Accordingly, you, not sales-i, shall have sole responsibility for the

accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use of all Customer Material, and sales-i shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Material.

- 5.2. If the Contract is terminated (other than by reason of your breach), sales-i will make available to you a file of the Customer Material within 30 days of termination if you so request at the time of termination.
- 5.3. sales-i reserves the right to withhold, remove and/or discard Customer Material without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Material immediately ceases, and sales-i shall have no obligation to maintain or forward any Customer Material.

## **6. Proprietary Rights**

- 6.1. sales-i alone (and its licensors, where applicable) shall own all rights, titles and interests, including all proprietary rights and intellectual property rights (IPR) in the Service including, without limitation, the underlying software, the Technology, the Service, the Service Information, the Use Data, the Consolidated Anonymous Data, Information and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service.
- 6.2. Except for any rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights in the Customer Material will remain with and be the exclusive property of Customer. Customer Material is deemed Confidential Information of Customer.
- 6.3. You acknowledge and agree that sales-i may derive or create data and information about the use of the Service by you ("Use Data") and sales-i may use Use Data for any other business purpose.
- 6.4. You acknowledge and agree that sales-i may obtain, analyze and consolidate technical and other data about your use of the Service excluding any personally identifiable Information ("Consolidated Anonymous Data"). sales-i may use the Consolidated Anonymous Data to analyze, improve, support and operate the Services and otherwise for any other business purpose, during and after the Term of any Agreement between the Parties, including, without limitation to generate industry benchmarks or best practice guidance, recommendations or similar reports. For clarity, this does not give sales-i the right to identify you as the source of any Consolidated Anonymous Data.
- 6.5. These Terms are not a sale and do not convey to you any rights of ownership in or related to the Service, the Technology or the IPR owned by sales-i. The sales-i name, the sales-i logos, and the product names associated with the Service are the IPR of sales-i or third parties, and no right or license is granted to use them.

## **7. Third Parties**

- 7.1. During the use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service and/or the Website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party.
- 7.2. sales-i and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.
- 7.3. sales-i does not endorse any sites on the Internet that are linked through the Service. sales-i provides these links to you only as a matter of convenience, and in no event shall sales-i or its licensors be responsible for any content, products, or other materials on or available from such sites. sales-i provides the Service to you pursuant to the terms and conditions of these Terms.
- 7.4. You recognize that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different licenses or other terms prior to your use of, or access to, such software, hardware or services.

## **8. Fees**

- 8.1. You shall pay to sales-i the Subscription Fees in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial Subscription Fees will be equal to the current number of total User licenses at the User license fee currently in effect.
- 8.2. The Subscription Fee is payable annually in advance (or as agreed on your order form). All payment obligations are non-cancellable. All amounts paid are non-refundable. You are responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used.
- 8.3. You must provide sales-i with a valid Direct Debit Mandate or approved purchase order information as a condition of the SaaS Service.
- 8.4. Billing of subscriptions will commence either 60 days after the date of the order (unless the delay is the fault of sales-i) or; Upon the Go-Live date, whichever is sooner. The first invoice may be higher than subsequent renewal invoices to bring billing in line with calendar months.

- 8.5. Billing of Implementation Services will be made upon receipt of the order and is payable within 30 days of the date of the invoice.
- 8.6. An authorized License Administrator may add licenses by executing an additional written or electronic Order Form. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee (unless otherwise agreed on the Order Form); and (iii) licenses added in the middle of a billing month will be charged in full for that billing month.
- 8.7. sales-i reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.
- 8.8. sales-i charges and collects in advance for use of the SaaS Service. sales-i will automatically renew and bill your credit card, collect funds by direct debit or direct payment or issue an invoice to you for every billing period. The renewal charge will be equal to the then-current number of total User licenses times the license fee in effect during the prior term, unless sales-i has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter.
- 8.9. Fees for Implementation Services will be charged on an as-quoted basis and invoiced on receipt of order. Implementation Service fees are payable in advance.
- 8.10. All Fees are quoted exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties including value added tax.
- 8.11. Any changes made by you to the Customer Material after the initial system has gone live including but not limited to Product codes, Product Groupings, Territories, Account Structures, upload routine etc will incur a cost to accommodate these changes and will be chargeable at sales-i's standard day rate at a ratio of the number of hours required to make the system live. Without reasonable notice from you, sales-i reserves the right to inform you within 3 working days of how long it will take sales-i to resume service with the changes in place.
- 8.12. You agree to provide sales-i with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 14 days of any change to it. If the contact information you have provided is false or fraudulent, sales-i reserves the right to terminate your access to the Services.
- 8.13. If you believe your bill is incorrect, you must contact us in writing within 14 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

## **9. Non-Payment and Temporary Suspension**

- 9.1. If payment of the Subscription Fee is not made on the due date for whatever reason, sales-i shall be entitled, without limiting any other rights or remedies it may have:-
  - 9.1.1. to suspend performance of the Service until payment in full is made and sales-i shall have no liability to you in respect of that suspension, nor in respect of any loss or damage caused to you as a result of it;
  - 9.1.2. to terminate the Contract;
  - 9.1.3. charge you interest (both before and after any judgment) on the amount unpaid at the rate of 4% per annum above the base lending rate of the Bank of England from time to time (a part of the month being treated as a full month for the purpose of calculating interest) from the due date until the outstanding is paid in full;
  - 9.1.4. continue to charge the Subscription Fee for User licenses during any period of suspension.
- 9.2. You agree that sales-i may charge any unpaid fees and/or any interest thereon to your credit card or charge through Direct Debit or Direct Payment or otherwise bill you for such unpaid fees and/ or any interest thereon.
- 9.3. sales-i reserve the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that sales-i has no obligation to retain Customer Material and that such Customer Material may be irretrievably deleted if your account is suspended for 30 days or more.

## **10. Term and Termination**

- 10.1. Upon the expiration of the Initial Term, the Contract will automatically renew for successive renewal terms of 12 months at sales-i's then current fees. Either party may terminate the Contract or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other Party in Writing at least 90 days prior to the expiry of the then current License Term.
- 10.2. In the event that the Contract is terminated (other than reason of your breach), sales-i will make available to you a complete copy of the Customer Material within 30 days of termination if you so request at the time of termination. You hereby agree and acknowledge that sales-i has no obligation to retain the Customer Material, and may delete such Customer Material for more than 30 days after termination. sales-i will also, at your request, destroy all other copies of the Customer Material and certify in writing that all such copies have been destroyed, within 5

days of termination.

- 10.3. Any breach by you of your payment obligations or unauthorized use of the Technology or Service will be deemed a material breach of these Terms.
- 10.4. sales-i may in its sole and absolute discretion terminate your ID, account or use of the Service if you breach or otherwise fail to comply with these Terms.
- 10.5. You agree and acknowledge that sales-i has no obligation to retain the Customer Material and may delete such Customer Material, if you have materially breached these Terms, including but without limitation a failure to pay outstanding Subscription Fees, and any such breach has not been remedied within 30 days' notice of such breach.

## **11. Warranties**

- 11.1. sales-i warrants that it will use all reasonable skill and care in making the Service available to you and in ensuring its availability during your Subscription period.
- 11.2. You hereby represent and warrant to sales-i that:-
  - 11.2.1. you have the legal power and authority to enter into these Terms; and
  - 11.2.2. you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.
- 11.3. you shall indemnify and hold sales-i, its licensors and each of its associates, parent companies, subsidiary companies, officers, directors, employees and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and VAT thereon) arising out of or in connection with:
  - 11.3.1. a claim alleging that the use of the Customer Material infringes the rights of, or has caused harm to a third party;
  - 11.3.2. a claim, which if true, would constitute a violation by you of any representations and warranties contained in these Terms; or
  - 11.3.3. a claim arising from the breach by you or your Users of these Terms.

## **12. Limitation of Liability**

- 12.1. sales-i will use its reasonable endeavors to remedy faults in the Service during the Subscription period. If we are in breach of these Terms, you agree that your only recovery for damages that you incur, and your exclusive remedy, shall be limited to an amount equivalent to the Subscription Fee paid or payable in relation to your use for the relevant month of the Service.
- 12.2. sales-i makes no representations, warranties or guarantees as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Service and/or any of the Service Information. sales-i does not represent or warrant that:
  - 12.2.1. the use of the Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
  - 12.2.2. the Service will meet your requirements or expectations;
  - 12.2.3. the Sales Information will be accurate or reliable;
  - 12.2.4. the quality of any information or other materials obtained through the Service will meet your requirements or expectations;
  - 12.2.5. errors or defects will be corrected; or
  - 12.2.6. the Service or the Technology that makes the Service available is free of viruses or other harmful components.
- 12.3. The Service and the Service Information is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including but without limitation any implied warranty of satisfactory quality, fitness for purpose, non-infringement of third-party rights are hereby disclaimed by sales-i to the maximum extent permitted by law.
- 12.4. You hereby acknowledge and agree that the Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. sales-i is not responsible for any delays, delivery failures or other damage resulting from such problems.
- 12.5. Nothing in these Terms will limit our liability for death or personal injury resulting from our negligence or that of our employees or agents.

- 12.6. We will not be in breach of contract as a result of any delay or failure to perform our obligations as set out in these Terms where such delay or failure to perform arises from a Force Majeure Event.
- 12.7. IN ANY EVENT, THE ENTIRE LIABILITY OF SALES-I UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/ OR DUE FROM YOU IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
- 12.8. You hereby acknowledge and agree that sales-i shall have no liability for any indirect, special or consequential loss, damage, costs, expenses or other claims of compensation whatsoever (including but without limitation business losses, lost data, lost profits, business interruption, further economic loss) arising out of or in any way connected with the Service, including but not limited to the use or inability to use the Service, or for any Service Information obtained from or through the Service, any interruption, inaccuracy, error or omission regardless of cause in the Service Information and/or failure to provide the Service.

### **13. Terms of use of the Website**

- 13.1. By using the Website you agree to be legally bound by these terms, which shall take effect immediately on your first use of the Website. If you do not agree to be legally bound by all the Terms and Conditions outlined in this document please do not access and/or use this Website.
- 13.2. You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use any of the Website content in any way except for your own personal and non-commercial use. You also agree not to adapt, alter or create a derivative work from any of the Website content except for your own personal, noncommercial use. Any other use of the Website content requires the prior written permission of sales-i.
- 13.3. You agree to use the Website only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Website. Prohibited behavior includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Website.
- 13.4. The Website content, including the information, names, images, pictures, logos and icons regarding or relating to sales-i, its advertised properties (or to third party products and services), is provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 13.5. sales-i will not be liable for any damage, including indirect or consequential damages, or any damages arising from use or loss of use, data or profits, whether in contract, negligence or other tortious action, arising from or in connection with the use of the Website.
- 13.6. sales-i do not warrant that functions contained in the Website content will be uninterrupted or error free, that defects will be corrected, or that sales-i or the server that makes it available are free of viruses or bugs.
- 13.7. The names, images and logos identifying sales-i or third parties and their products and services are subject to copyright, design rights trademarks and other intellectual property rights of sales-i or a third party as the case may be. Nothing contained in these terms shall be construed as conferring by implication or otherwise any license or right to use any trademark, patent, design right, copyright or other intellectual property rights of sales-i, or any other third party.
- 13.8. The Website may contain other proprietary notices and copyright information, the terms of which must be observed and followed.
- 13.9. Certain links in this Website may connect to other websites maintained by other parties over whom sales-i has no control. sales-i makes no representations as to the accuracy or any other aspect of information contained in other websites.

### **14. Privacy Policy**

- 14.1. The information that you provide about yourself to sales-i will only be used by sales-i in accordance with its Privacy Policy. Please read the Privacy policy carefully and if you have any questions please email the E-mail Address.
- 14.2. The [GDPR Contract Addendum](#), which forms part of our Terms and Conditions, can be found at [www.sales-i.com](http://www.sales-i.com).

### **15. Notices**

- 15.1. All notices shall be given to sales-i via the E-mail Address or by post at sales-i, 200 W. Monroe St, Suite 1701, Chicago, IL 60606 or to you at the e-mail or postal address you provided during any ordering process.
- 15.2. sales-i may give notice by means of a general notice on the Service, by electronic mail to your e-mail address on record in sales-i account information, or by written communication sent by first class mail or pre-paid post to your address on record in sales-i's account information.

- 15.3. Notice will be deemed received when an email is received (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

## **16. General**

- 16.1. We may transfer and/or assign our rights and/or our obligations under these Terms. This will not affect your rights under these Terms. You may not transfer any of your rights or obligations under these Terms.
- 16.2. sales-i reserves the right to modify these Terms or its policies relating to the Service at any time, effective upon posting of an updated version of these Terms on the Website, and on sending you an e-mail to your e-mail address on its records. You are responsible for regular reviewing of these Terms. Continued use of the Service after any such change shall constitute your consent to such changes.
- 16.3. Nothing in these Terms shall confer your rights on any other person.
- 16.4. If you breach these Terms and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these Terms.
- 16.5. These Terms, together with the Privacy Policy and any additional terms on the Service, represents the entire terms agreed between the Parties in relation to its subject matter and may be amended only by our agreement in writing.
- 16.6. These Terms shall be governed by and construed in accordance with US laws and the Parties hereby submit to the jurisdiction of the US Courts.

## **17. Non-Disclosure Agreement**

- 17.1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided by either Party to the other, including but not limited to patent and patent applications, proprietary information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, data, databases, know-how, processes, apparatuses, equipment, algorithms, copyrights, software programs, software source documents, formulae, trade and business names, trademarks, service marks and designs related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, business plans, sales and merchandising, marketing plans and information provided by the Disclosing Party to the Recipient (as defined below) relating to third parties.
- 17.2. Each Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other (except as approved in writing by the other Party to this Agreement) and will use the Confidential Information for no purpose other than in relation to the business discussions between the parties and any on-going business relationship between the Parties.
- 17.3. Each party shall only permit access to Confidential Information of the other Party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
- 17.4. Each Party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other Party.
- 17.5. Each Party's obligations under this Agreement with respect to any portion of the other Party's Confidential Information shall terminate when the Recipient can document that the Confidential Information disclosed: (a) was in the public domain at the time it was communicated to the Recipient by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient; (c) was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Disclosing Party; (d) was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Disclosing Party; (e) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Disclosing Party; (f) was communicated to the Recipient by an unaffiliated third party free of any obligation of confidence and (g) the communication was in response to a valid order by a court or other governmental or regulatory body or was otherwise required by law.
- 17.6. Upon termination or expiration of the Agreement, or upon written request of the other Party, each Party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.
- 17.7. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.
- 17.8. Neither Party shall make, have made, use or sell for any purpose any product or other item using, incorporating or

derived from any Confidential Information of the other Party.

- 17.9. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the Parties and shall be binding upon the Recipient's heirs, successors and assigns.
- 17.10. This Agreement shall be governed by and construed in accordance with the laws of England and the Parties hereby submit to the non-exclusive jurisdiction of the English Courts.
- 17.11. Each party acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that the other Party shall be entitled to seek injunctive relief anywhere in the world under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
- 17.12. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 17.13. Neither Party shall communicate any information to the other in violation of the proprietary rights of any third party.
- 17.14. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.
- 17.15. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either party may specify in writing.

## **18. Training**

- 18.1. Allocated training must be used within 90 days of Go-Live. If training is not used within this timeframe, it will be forfeited. We reserve the right to amend or change these Terms on a case by case basis.
- 18.2. Once training has been booked, it may be cancelled by sending an email to [training@sales-i.com](mailto:training@sales-i.com) at any time within 14 days after receiving confirmation of your booking (the "14 Day Cooling Off Period") and your full training allocation will be rescheduled.
- 18.3. Cancellation outside of the 14 Day Cooling Off Period and 7 days or more in advance will result in the loss of 50% of your training allocation.
- 18.4. Cancellation within 7 days of the agreed training day will result in the loss of your full scheduled training allocation.
- 18.5. Training carried out away from sales-i's offices will incur a charge for travel and accommodation as necessary.