

## **SOFTWARE HOSTING AND SERVICES AGREEMENT**

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES OR WEBSITE.** The SuiteCRM website (hereinafter “Website”) is owned by, and the hosting and support services referenced on the Website are provided by, SalesAgility Ltd. (“SalesAgility”).

### **1. Acceptance of Agreement**

By requesting and/or using the Services, you accept and agree to the terms of this Software Hosting and Services Agreement (“Agreement”). This Agreement constitutes a legal contract between you and SalesAgility and spells out the terms and conditions to which you must adhere. If you do not agree to any of these terms, then do not use the Services.

### **2. Services**

For purposes of this Agreement, “Services” refers to the services provided by SalesAgility that you have requested be supplied by SalesAgility. Such Services include any and all services referenced and available on the Website, including, but not limited to, technical support, installation support, data import support, and developer services, as well as hosting services, in connection with SalesAgility’s Customer Relationship Management (CRM) application.

You agree not to use the Services for any unlawful, fraudulent, or abusive purpose. SalesAgility has the right to interrupt, suspend, or terminate Services if it suspects that you are engaging in unlawful, fraudulent, or abusive activity.

### **3. Availability of Services**

SalesAgility will use commercially reasonable efforts to keep its Services operational. However, there will be periods of downtime for maintenance, upgrades, and other unexpected reasons. We will attempt to provide at least 24 hours of notice for scheduled maintenance or downtime, but some downtime may be unscheduled and beyond our control. Notwithstanding the foregoing, SALESAGILITY MAKES NO GUARANTEE AS TO UPTIME OR AVAILABILITY ITS SERVICES.

SalesAgility provides support Services to numerous customers. SalesAgility makes no guarantees or warranties of response times or resolutions. SalesAgility will respond to all requests for support on a best-effort basis.

### **4. Payment**

You agree to the fees for the Services as set forth on the Website. All payments shall be made in UK Pounds (Sterling). All fees for the Services shall be paid in advance upon ordering the Services. In the event you fail to pay or a payment is disputed or reversed, SalesAgility may discontinue the Services and/or terminate this Agreement. All sales are final and SalesAgility will not offer any partial or full refunds.

### **5. Ownership of Data, Data Integrity, and Backups**

All data created or stored by you within SalesAgility's application or on SalesAgility's servers is your property. SalesAgility makes no claim of ownership of such data.

The SuiteCRM application as it applies to your data is your property. SalesAgility makes no claim of ownership of such application.

For as long as your account is in credit you may take copies of your application and data. If your account is in arrears, SalesAgility reserves the right to restrict access to the ability to copy the data and application until the arrears are cleared.

SalesAgility employs techniques to ensure the integrity of the data on its servers. Routine backups are performed for emergency recovery purposes only. SalesAgility does not guarantee to restore the data upon your request.

SalesAgility shall not be responsible for lost data. SalesAgility recommends that you maintain a local copy of all data uploaded or stored on SalesAgility's servers.

## 6. Intellectual Property

All rights are governed by the Affero General Purpose License 3 (AGPL3) an open source license.

THIS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

## 7. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SALESAGILITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SALESAGILITY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SALESAGILITY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICES, THE CONTENT PASSING THROUGH ITS SERVICES, OR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH THE SERVICES. YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOU RESULTING FROM YOUR USE OF THE SERVICES. SALESAGILITY DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON ITS BEHALF, AND YOU SHOULD NOT RELY ON ANY WARRANTIES MADE BY THIRD PARTIES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## 7. Limitation of Liability

NEITHER SALESAGILITY NOR ANY OTHER PARTY INVOLVED IN CREATING OR DELIVERING THE SERVICES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE SERVICES OR WEBSITE.

THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION (WHETHER BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE) AND EVEN IF SALESAGILITY HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

THE FOREGOING LIMITATION APPLIES TO ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE SERVICES OR WEBSITE, INCLUDING **BUT NOT LIMITED TO:** (I) ERRORS, MISTAKES, OR INACCURACIES; (II) PERSONAL INJURY OR PROPERTY DAMAGE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS, INCLUDING ANY PERSONAL OR FINANCIAL INFORMATION STORED THEREIN; AND/OR (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE.

TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION SHALL APPLY TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

SALESAGILITY'S AGGREGATE LIABILITY TO YOU IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO SALESAGILITY FOR THE SERVICES.

## 8. Indemnification

You agree to defend, indemnify, and hold harmless SalesAgility, its parents, subsidiaries, licensors, licensees, distributors, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs, attorneys' fees, and expenses arising out of or in connection with (i) your use of the Services, (ii) your violation of this Agreement, and (iii) your violation of any third party right, including, but not limited to, copyright, trademark, or privacy right.

You shall cooperate as fully as reasonably required in the defense of any claim.

SalesAgility reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not enter into any settlement agreement that affects the rights of SalesAgility without SalesAgility's prior written approval.

## 9. Representation of Age and Ability to Accept Agreement

You affirm that you are either more than 18 years of age, or an emancipated minor, or

possess legal parental or guardian consent, and are fully able and competent to enter into, abide by, and comply with the terms and obligations in this Agreement.

In any event, you affirm that you are over the age of 13, as the Services and Website are not intended for children under 13. If you are under 13 years of age, then please do not use the Services or Website.

#### 10. Term and Termination

The term of this Agreement begins on the date when we activate Services for you. If the Services requested by you specify a term, then this Agreement will continue until such term expires (e.g., a one year technical support service would terminate one year from activation). Otherwise, the Agreement will continue month to month until terminated by either party. You may terminate this Agreement at any time by ceasing to use any and all Services and/or by notifying SalesAgility that you want to terminate your Services. SalesAgility may terminate this Agreement or suspend your access to Services at any time, without notice, for any or no reason, including, but not limited to, nonpayment or breach of this Agreement.

#### 11. Data Retention

SalesAgility will not retain customer data after an account is terminated. All customer data will be deleted from the servers when the account is terminated and from any back-ups at the next scheduled rotation. It is your responsibility to obtain and back-up your data prior to termination.

#### 12. Amendment of Agreement

SalesAgility reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. You have no right to amend or alter this Agreement. Your use of the Services following any amendment of this Agreement by SalesAgility will signify your assent to and acceptance of its revised terms. If you do not agree to any changes made to this Agreement, then do not use the Services.

#### 13. Assignment

You may not assign this Agreement without SalesAgility's prior written consent. SalesAgility may assign all or part of its rights or duties under this Agreement without notice to you.

#### 14. Force Majeure

SalesAgility shall not be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquakes, weather conditions, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, or other occurrences which are beyond SalesAgility's reasonable

control.

#### 15. Complete Agreement

This Agreement constitutes the complete and final expression of the entire and only understanding between you and SalesAgility regarding the subject matter of this Agreement and supersedes any prior written or oral representations.

#### 16. Waiver

The waiver by SalesAgility of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive SalesAgility's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

#### 17. Severability

If any provision of this Agreement is deemed invalid or unenforceable under any statute, regulation, ordinance, or by a court of competent jurisdiction, then such provision shall be deemed reformed or deleted but only to the extent necessary to comply with such statute, regulation, ordinance, or court, and the remaining provisions shall remain in full force and effect.

#### 18. Survival

All provisions of this Agreement that, by their nature, should survive the termination of this Agreement shall continue in full force and effect and survive the termination of this Agreement, including, but not limited to, the intellectual property, disclaimer of warranties, limitation of liability, indemnification, severability, and governing law provisions.

#### 19. Governing Law

This Agreement shall be governed by the laws of Scotland, without respect to its conflict of laws principles. Any claim or dispute between you and SalesAgility that arises in whole or in part from your use of the Services or Website shall be decided exclusively by Scottish Law and you agree to the jurisdiction of Scottish courts.

#### 20. Notices

Any notices or other communications under this Agreement to SalesAgility shall be in writing and shall be delivered by first class mail or email to

SalesAgility Ltd.

Albert House

4 Albert Place

Stirling FK8 2QL

Scotland

"info@salesagility.com"

Any notices or other communications under this Agreement to you shall be in writing and

shall be delivered by first class mail or email to the address or email on file.