

PLEASE READ THIS CAREFULLY BEFORE CONTINUING

BEFORE CLICKING ON THE ACCEPT BUTTON TO ACCESS THE SOFTWARE, YOU SHOULD CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT. BY CLICKING ON THE ACCEPT BUTTON YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT AND AGREE TO BECOME A LICENSEE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT YOU SHOULD CLICK THE “DO NOT ACCEPT BUTTON” BELOW AND NOT USE THE SOFTWARE.

When you accept the terms and conditions of this Licence Agreement by clicking on the accept button, Loop Solutions Limited (Company Registration Number 08395036) whose registered office is at 70 Market Street, Tottington, Bury, Lancashire BL8 3LJ (the “Licensor”) shall immediately grant you (the “Licensee”) a limited, non-exclusive, non-transferrable licence to Use the Licensed Program Materials (as hereinafter defined), subject to the terms and conditions of this Licence Agreement.

WHEREAS:

- (1) The Licensor has developed and owns or has licensed from third parties the Licensed Programs that comprise the SalesLoop™ Project and Customer Relationship Management Software.
- (2) The Licensor has agreed to grant to the Licensee a non-exclusive licence to use the same and their associated documentation upon the following terms and conditions.

IT IS AGREED as follows:

1. Definitions and Interpretation

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

- “Acceptance Date”** means the date on which the Licensed Programs are accepted (or deemed to be accepted) by the Licensee clicking the Accept Button to access the Licensed Programs;
- “Business Day”** means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;

“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such). This shall include, but not be limited to, information contained in the Licensed Program Materials and the Specification;
“Improvements”	means all improvements, modifications or adaptations to any part of the Licensed Program Materials which might which may be suggested by either party but incorporated in any part of the Licensed Program Materials by the Licensor;
“Intellectual Property Rights”	means (a) any and all rights in any copyrights, patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
“Licence”	means the licence granted by the Licensor pursuant to sub-Clause 2.1;
“Licence Fee”	means the fees for the Licence provided under this Agreement as specified in Schedule 1;
“Licensed Program Materials”	means, collectively, the Licensed Programs and the Program Documentation;
“Licensed Programs”	means the computer software programs of the Licensor as at the date of entering into this Licence specified in Schedule 2 and all and any future releases and versions thereof;
“Program Documentation”	means the operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied to the Licensee by the Licensor for aiding the use and application of the Licensed Programs, if any;

“Storage”	the amount of server storage space taken up by the Licensee in his using the Licensed Programs and entering data therein;
“Storage Fees”	the fee charged by the Licensor in respect of Storage as specified in Schedule 1; and
“Use the Licensed Program Materials”	means to read any or all parts of the Licensed Programs, to load data into the Licensed Programs for storage purposes and/or running of the Licensed Programs, to read and possess the Program Documentation issued in conjunction with the use of the Licensed Programs (if any).

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 Words importing persons include firms, companies and corporations and vice versa.

2. **Grant of Licence**

- 2.1 The Licensor grants to the Licensee a non-exclusive licence to Use the Licensed Program Materials subject to the terms and conditions contained in this Agreement.
- 2.2 The Licensee shall Use the Licensed Program Materials for processing its own data for its own internal business purposes only.
- 2.3 The Licence shall not be deemed to extend to any programs or materials of the Licensor other than the Licensed Program Materials unless specifically agreed to in writing by the Licensor.
- 2.4 The Licensee acknowledges that it is licensed to Use the Licensed Program Materials only in accordance with the express terms of this Agreement and not further or otherwise.

3. **Licence Term**

The Licence shall commence on the Acceptance Date and shall continue for a period of one year and from year to year thereafter until or unless terminated in accordance with any of the provisions of Clause 12 or any other relevant Clause of this Agreement.

4. **Payment**

4.1 The Licence Fee and the Storage Fee (if any) described in Schedule 1 shall be paid by the Licensee as provided for in the remainder of this Clause 4.

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

4.3 Any fees and charges payable by the Licensee under the terms of this Agreement shall be paid by the Licensee within 20 Business Days of the receipt by the Licensee of the Licensor's invoice therefor.

a) The Licensor shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of Barclays Bank plc, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment and to suspend the provision of the Use of the Licensed Program Materials by the Licensee until such time as the fees and charges pursuant to this Clause 4 are paid in full.

5. **Restrictions on Alterations**

5.1 The Parties acknowledge that the Licensed Programs may be updated or modified from time to time by the Licensor and upon so doing the Licensee's rights to use the older version ceases in favour of his right to use the newer version or newer release.

5.2 The Licensee undertakes not to translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Licensed Program Materials in any manner without the Licensor's prior written consent.

6. **Security and Control**

The Licensee shall during the continuance of the Licence shall effect and maintain adequate security measures to safeguard the Licensed Program Materials from access or use by any unauthorised person;

7. **Licensor's Proprietary and Intellectual Property Rights**

7.1 The Licensed Program Materials and any and all Intellectual Property Rights of whatever nature which now or in the future subsist in the Licensed Program Materials including any Improvements are and shall remain the property of the Licensor.

7.2 The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Licensed Program Materials by any person.

8. Intellectual Property Claims and Disputes

- 8.1 The Licensor shall defend at its own expense any claim brought against the Licensee alleging that the Use of the Licensed Program Materials infringes the Intellectual Property Rights of a third party ("Intellectual Property Claim") and the Licensor shall pay all costs and damages awarded or agreed to in settlement of an Intellectual Property Claim provided that the Licensee:
 - 8.1.1 Furnishes the Licensor with prompt written notice of the Intellectual Property Claim;
 - 8.1.2 Provides the Licensor with reasonable assistance in respect of the Intellectual Property Claim; and
 - 8.1.3 Gives to the Licensor the sole authority to defend or settle the Intellectual Property Claim.
- 8.2 If, in the Licensor's reasonable opinion, the use of the Licensed Program Materials are or may become the subject of an Intellectual Property Claim then the Licensor shall either:
 - 8.2.1 Obtain for the Licensee the right to continue using the Licensed Program Materials which are the subject of the Intellectual Property Claim; or
 - 8.2.2 Replace or, with the written consent of the Licensee, modify the Licensed Program Materials which are the subject of the Intellectual Property Claim so they become non-infringing.
- 8.3 If the remedies set out in sub-Clause 8.2 are not in the Licensor's opinion reasonably available, then the Licensee shall cease to use the Licensed Program Materials which are the subject of the Intellectual Property Claim and the Licensor shall refund to the Licensee the corresponding portion of the Licence Fee, as normally depreciated, whereupon this Agreement shall immediately terminate.
- 8.4 The Licensor shall have no liability for any Intellectual Property Claim resulting from the Use of the Licensed Program Materials in combination with any programs not supplied or approved by the Licensor or any modification of any item of the Licensed Programs by a party other than the Licensor or its authorised agent.

9. Warranties

- 9.1 The Licensor warrants that in fulfilling its obligations under this Agreement it will attain standards of care and skill commensurate with those currently prevailing in the software industry and that all personnel will have qualifications and experience appropriate for the tasks to which they are allocated.
- 9.2 The Licensor shall ensure that it and its servants, agents and subcontractors take all reasonable precautions to ensure that no known viruses, spyware or other malware for which detection and antidote software is generally available are coded or introduced into the Licensed Programs.
- 9.3 If the Licensor receives written notice from the Licensee after the Acceptance Date of any breach of the said warranties then the Licensor shall at its own expense and within 30 Business Days after receiving such notice remedy the defect or error in question.

- 9.4 When notifying a defect or error the Licensee shall (so far as it is able) provide the Licensor with a documented example of such defect or error.
- 9.5 The said warranties above shall be subject to the Licensee complying with its obligations under the terms of this Agreement and shall also be subject to the limits and exclusions of liability set out in Clause 10. In particular, the said warranties shall not apply to the extent that any defect in the Licensed Programs arose or was exacerbated as a result of:
 - 9.5.1 Incorrect use, operation or corruption of the Licensed Programs;
 - 9.5.2 Any unauthorised modification or alteration of the Licensed Programs;
or
 - 9.5.3 Use of the Licensed Programs with other software or on equipment with which it is incompatible.
- 9.6 To the extent permitted by applicable law, the Licensor:
 - 9.6.1 Disclaims all other warranties with respect to the Licensed Programs, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result;
 - 9.6.2 Makes no warranty that the Licensed Programs are error free or that the use thereof will be uninterrupted and the Licensee acknowledges and agrees that the existence of such errors shall not constitute a breach of this Agreement;
 - 9.6.3 Does not give any warranty in respect of third party products. The Licensor will pass on to the Licensee the benefit of any third party warranty supplied by a third party manufacturer or supplier.

10. **Liability**

- 10.1 The Licensor shall, during the term of this Agreement, maintain employer's liability, third party liability, product liability and professional negligence insurance cover in respect of its liabilities arising out of or connected with this Agreement, such cover to be to a minimum value of £5,000,000. The Licensor undertakes to use reasonable commercial efforts to pursue claims under such insurance policies.
- 10.2 The Licensor shall indemnify the Licensee for personal injury or death caused by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in any product supplied pursuant to this Agreement.
- 10.3 The Licensor will indemnify the Licensee for direct damage to tangible property caused by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in any product supplied pursuant to this Agreement. The Licensor's total liability under this clause shall be limited to £5,000,000 for any one event or series of connected events.
- 10.4 Save in respect of claims for death or personal injury arising from the Licensor's negligence, in no event will the Licensor be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of the Licensor whether such damages were reasonably foreseeable or actually foreseen.

- 10.5 Except as provided above in the case of personal injury, death and damage to tangible property, the Licensor's maximum liability to the Licensee under this Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to the greater of:
- 10.5.1 The sum for which the Licensor carries comprehensive insurance cover pursuant to sub-Clause 10.1; or
 - 10.5.2 A sum equivalent to the price paid to the Licensor for the products or services that are the subject of the Licensee's claim, plus damages limited to 10% of the same amount for any additional costs directly, reasonably and necessarily incurred by the Licensee in obtaining alternative products and/or services.
- 10.6 The Parties acknowledge and agree that the limitations contained in this Clause 10 are reasonable in the light of all the circumstances.
- 10.7 The Licensee's statutory rights as a consumer (where the Licensee is a consumer and not acting in the course of business) are not affected. All liability that is not expressly assumed in this Agreement is excluded. These limitations will apply regardless of the form of action, whether under statute, in contract or tort including negligence or any other form of action. For the purposes of this clause, references to the "Licensor" includes its employees, sub-contractors and suppliers who shall all have the benefit of the limits and exclusions of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.

11. Confidentiality

- 11.1 Both Parties undertake that, except as provided by sub-Clause 11.2 or as authorised in writing by the other Party, they shall at all times during the continuance of this Agreement and for twenty-four months after its termination:
- 11.1.1 keep confidential all Confidential Information;
 - 11.1.2 not disclose any Confidential Information to any other party;
 - 11.1.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;
 - 11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 11.1.5 ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of this Clause 11.
- 11.2 Subject to sub-Clause 11.3, either Party may disclose any Confidential Information to:
- 11.2.1 any of their sub-contractors, substitutes, or suppliers;
 - 11.2.2 any party appointed to maintain the Equipment on which the Licensed Programs are being used (within the terms of the Licence);
 - 11.2.3 any governmental or other authority or regulatory body; or
 - 11.2.4 any of their employees or officers or those of any party described in sub-Clauses 11.2.1 to 11.2.3;

- 11.3 Disclosure under sub-Clause 11.2 may be made only to the extent that is necessary for the purposes contemplated by this Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 11.2.3 or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 11.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 11.5 When using or disclosing Confidential Information under sub-Clause 11.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 11.6 Nothing in this Clause 11 or elsewhere in this Agreement shall prevent the Licensor from passing on the identity and user information of the Licensees to its marketing and promotional partners for data analysis purposes under similar terms of confidentiality.
- 11.7 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

12. Termination

- 12.1 The Licensee may terminate the Licence 20 Business days after the Acceptance Date or on the anniversary of the Acceptance Date by giving at least 30 Business Days' prior written notice to the Licensor or at any time thereafter by giving 90 Business Days prior written notice to the Licensor.
- 12.2 The Licensor may terminate the Licence forthwith on giving notice in writing to the Licensee if:
 - 12.2.1 The Licensee commits any serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 Business Days after the receipt of a request in writing from the Licensor to do so, to remedy the breach; or
 - 12.2.2 The Licensee permanently discontinues the use of the Licensed Program Materials.
- 12.3 Save as expressly provided in sub-Clause 12.2 or elsewhere in this Agreement the Licence may not be terminated.
- 12.4 Upon the termination of the Licence, the Licensor shall be entitled to terminate the Licensee's access to the Licensed Programs. In such instances, the Licensor may extract and store any data belonging to the Licensee held within the Licensed Programs. The Licensee will then be able to secure the transfer of such data in standard format upon the Licensee paying the Licensor's published fee for the transfer of such data at that time.
- 12.5 Any termination of the Licence or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

13. Data Protection

- 13.1 The Parties undertake to comply with the provisions of the Data Protection Act 1998 and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.
- 13.2 However, Nothing in Clause 11 and 13 or elsewhere in this Agreement shall prevent the Licensor from passing on the identity and user information of the Licensees to its marketing and promotional partners for data analysis purposes under similar terms of confidentiality.

14. Force Majeure

- 14.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 14.2 If such circumstances continue for a continuous period of more than 60 days, either Party may terminate this Agreement by written notice to the other Party.

15. No Agency or Partnership

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

16. Severance

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

17. Notices

- 17.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 17.2 Notices shall be deemed to have been duly given:
- 17.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 17.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - 17.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 17.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

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

18. **Successors and Assignees**

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

18.2 In this Agreement references to a Party include references to a person:

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

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

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

19. **Nature of the Agreement**

19.1 This Agreement is personal to the Parties and neither Party may assign, mortgage, or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.

19.2 Notwithstanding the provisions of sub-Clause 19.1, either Party may assign this Agreement to any acquirer of all or of substantially all of that Party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under common control with a Party to this Agreement. Any attempted assignment in violation of this Clause will be void and without effect.

19.3 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

19.4 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

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

20. **Time of the Essence**

Time shall be of the essence in this Agreement as regards any time, date or period mentioned in this Agreement or subsequently substituted as a time, date or period by agreement in writing between the Parties.

21. **Costs and Expenses**

Each Party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement.

22. **Set-off**

Where either Party has incurred any liability to the other Party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated, each Party may set off the amount of such liability against any sum that would otherwise be due to the other Party under this Agreement.

23. **Third Parties**

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

24. **Dispute Resolution**

24.1 This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with the laws of England and Wales notwithstanding the conflict of law provisions and other mandatory legal provisions save that:

24.1.1 The Licensor shall have the right to sue to recover its fees in any jurisdiction in which the Licensee is operating or has assets; and

24.1.2 The Licensor shall have the right to sue for breach of its Intellectual Property Rights and other proprietary information and trade secrets (collectively "IPR") (whether in connection with this Agreement or otherwise) in any jurisdiction where it believes that infringement or a breach of this Agreement relating to its IPR might be taking place. For the avoidance of doubt, the place of performance of this Agreement is agreed by the parties to be the United Kingdom.

24.2 Each Party recognises that the other Party's business relies upon the protection of its IPR. In the event of a breach or threatened breach of IPR, the other Party will be caused irreparable damage and such other Party may therefore be entitled to injunctive or other equitable relief in order to prevent a breach or threatened breach of its IPR.

24.3 With respect to all other disputes which are not IPR related pursuant to sub-Clauses 25.1 and 25.2, the following procedures in sub-Clauses 25.3 to 25.6 shall apply. Where there is a dispute the aggrieved Party shall notify the other Party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other Party. A representative from

senior management of each of the Parties (“representatives”) shall meet in person or communicate by telephone within 21 Business Days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective Parties. The representatives shall produce a report about the nature of the dispute in detail to their respective boards and if no agreement is reached on corrective action, then the chief executives of each Party shall meet in person or communicate by telephone, to facilitate an agreement within 21 Business Days of a written notice by one to the other. If the dispute cannot be resolved at board level within a further 21 Business Days, or if the agreed upon completion dates in any written plan of corrective action are exceeded, either Party may seek its legal remedies as provided below.

- 24.4 If the Parties cannot resolve a dispute in accordance with the procedure in sub-Clause 29.3, then they shall with the assistance of the Centre for Effective Dispute Resolution (“CEDR”), seek to resolve the dispute or difference amicably by using an Alternative Dispute Resolution (“ADR”) procedure acceptable to both Parties before pursuing any other remedies available to them. If either Party fails or refuses to agree to or participate in the ADR procedure or if in any event the dispute or difference is not resolved to the satisfaction of both Parties within 60 Business Days after it has arisen, the matter shall be settled in accordance with the procedure below.
- 24.5 If the Parties cannot resolve the dispute by the procedure set out above, the Parties shall irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purposes of hearing and determining any dispute arising out of this Agreement as confirmed under Clause 30.

25. **Law and Jurisdiction**

- 25.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 25.2 Subject to the provisions of Clause 25, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE 1

FEES

The following fees shall become chargeable, due and payable 30 days after the Acceptance Date unless otherwise agreed in writing between the parties:

1. THE LICENCE FEE

£25 per user per month, including up to 1GB storage allowance, payable quarterly in advance

2. THE STORAGE FEE

£1 per month per 1GB or part thereof over initial 1GB storage allowance included in the Licence Fee

3. Discounts

10% off 4 or more users

20% off 7 or more users

SCHEDULE 2

Licensed Programs

Version 4.1 of SalesLoop TM Project Customer and Relationship Management Software or such updated versions or releases.