

Binding General Terms and Conditions

Glossary

"Company Address": SES Global Systems Ltd, 14 Court Farm Rd, Warlingham, Surrey, CR6 9BD

1. Scope

These General Terms and Conditions are the basis of and form an integral part of the contractual relationship between you, the Customer (hereinafter "Customer"), and SES Global Systems Ltd at Company Address (hereinafter "Service Provider"). The Customer accepts these General Terms and Conditions as binding Conditions as binding on him or her with the purchase of services from the Service Provider and/or the signing of a contract with the Service Provider. It is prohibited to the Customer to assign this contract or the rights thereof to a third party or to allow a third party to make use of it.

2. Subject of the Contract

Subject of the contract between the Customer and the Service Provider is the use of the app provided on the Salesforce AppExchange, or provided as a installable package, or provided as an install by any other means, known as "Self Evolving Software" (hereinafter "Application") in its respective availability and configuration (on an "as is" basis) operated by the Service Provider as an extension to your Salesforce application as for free use or against payment (See section 4). Your use of Salesforce is subject to (a) separate agreement(s) / contract(s) with Salesforce.com. Salesforce and all other trademarks mentioned in this document belong to their respective owners.

3. Use of the Application

The Customer may use the Application in order to create SES iterations, projects and tasks, to create new apex functions and use existing apex functions provided by the Application accessible by the Customer, to store the respective data on a data storage device under control of your Salesforce application. The Service Provider is not liable for the quality, the function of, the use of the generated functions by the Application, and any affect that occurs from the use of the generated functions on the Customer's data, meta data, Salesforce systems, or any connected system's. The storage of the data is subject to your contract with Salesforce.com. Support of the Application is provided by e-mail to support@selfevolvingsoftware.com. Support is provided on a 7 business day basis.

In using the Application, the Customer is obliged to observe all rules of law, morals, and public decency, which explicitly or implicitly apply in England. The Customer explicitly accepts the Service Provider's right to assert observance of law, morals, and public decency by legal (such as immediate termination of the contract or criminal complaints) and technical means (such as banning of access or deletion of the account) available to the Service Provider and the Application and to use its own concepts of morals and decency in doing so, as long as these concepts are within the legally allowed tolerance in England.

4. Term and Fees

The Customer pays a fee to the Service Provider for the use of the Application for a limited term. The amount of this fee and the respective term are determined by the rates and conditions published on the Application at the time of the conclusion of the contract or the purchase of particular services on the Application or, in case of the Customer applying for an automatic renewal, at the time of each renewal; additionally with respect to the terms in this section. All fees become due immediately upon the beginning of the term of use, for which they are owed. However, the Service Provider is at liberty to refuse any use of the Application until full payment of all agreed fees. Any reimbursement of paid fees in part or as a whole is excluded under any circumstances.

In order for the Customer to gain unlimited use of the Technical Documentation feature the Customer must sign an agreement for a minimum term of use of the Application of 1.5 years and for a minimum of 350 user licenses of the Application per year for the 1.5

years term of the agreement at the advertised per license fee. If a discount to the advertised per license fee is given then the number of licenses under the agreement must be a minimum prorated higher. If the Customer does not have 350 Active users the per license fee will be adjusted higher to equal the same value as that for 350 user licenses. This agreement must be requested from a SelfEvolvingSoftware representative, please contact support@selfevolvingsoftware.com for further details. As standard the Customer will only be able to use the Technical Documentation feature to document 2 classes. The 2 classes selected become fixed at the point of installation of SelfEvolvingSoftware.

The Customer agrees to pay for a license of every Active Salesforce license in the Salesforce environment that the Application is installed in.

5. Termination

Subject to prior or automatic renewal, the Customer's right to use the Application or particular Services will expire automatically by the end of such term as published at the time of the conclusion of the contract or the purchase of particular Services on the Application. In case of any use of the Application or particular Services free of charge, the Service Provider may revoke the Customer's rights any time at its sole discretion.

In the event of any breach of these terms and conditions (in particular, but not limited to, sections 3 and 4 hereinabove) or any unlawful use of the Application or Services by the Customer, the Service Provider is authorized, at its convenience, to suspend the use of the Application or any Services or to terminate the contract with immediate effect without any prejudice to any direct or indirect damages to which the Service Provider may be eligible. Termination under the conditions of this clause shall not entail compensation of any kind to the benefit of the Customer.

Additional reasons for termination may arise (without limitation) if the Customer requests the deletion of his or her account deletion or after a prolonged period of account inactivity (determined in SES Global Systems Ltd sole discretion).

6. Data and Data Protection

Communication over the Application which are accessible by the public at large (for example, with a web form) is made unencrypted over the Internet and may be read with simple technical means by third persons, and are clearly related not only to the sender but also to the recipient. The same applies to the delivery of an Email to the Service Provider. It is therefore strongly inadvisable to communicate confidential information to the Service Provider or to third parties over the Application or by Email.

The Customer is obliged to state all personal information published by him on the Application correctly and to keep it updated. The Service Provider is entitled, but not obliged, to verify this data with all appropriate measures. The Customer is obliged to assist in such verification procedure within a reasonable limit. English Data Protection Law is applicable to all personal data made available to the Service Provider. The Customer agrees that his or her data may be processed jointly by the Service Provider and third parties in cases the Service Provider deems necessary. The Service Provider is entitled to transfer personal data of the Customer to other companies in the context of restructuring or mergers if the other companies undertake to abide by English Data Protection Law.

7. Intellectual Property

Except for references expressly to the contrary, all data, works, inventions, designs, concepts, ideas and other elements of this Application belong exclusively to the Service Provider.

The Customer or any third party directly or indirectly connected to the Customer agree that they will not copy or make any similar application as the Application for any commercial benefit of the Customer or any third party directly or indirectly connected to the Customer. The Customer agrees that all ownership and intellectual property of any similar application created by the Customer or any third party directly or indirectly connected to the Customer shall be transferred immediately in its' entirety to the Service Provider. Any use of the Intellectual Property including for personal purposes, is prohibited. The only exception is personal, non-commercial viewing of the Application by means of commercially available and non-modified browser software or applications and software provided by the Service Provider, as well as the preparation of a single print on paper solely for personal use.

In case of infringement of any part of the Intellectual Property section detailed herein above the Service Provider is entitled to judicial enforcement and restitution of the legal status in addition to any claim for compensation.

The Customer grants to the Service Provider free of charge a non-exclusive, worldwide, and irrevocable right for commercial use and utilization of the data submitted by the Customer to the Service Provider in the context of the Application.

8. No Warranty for Application and Availability

The Service Provider does not warrant or covenant the availability and functionality of the Application. All contents of the Application are supplied without guarantee.

The Service Provider is furthermore entitled to make changes to the Application at any time without advance warning, to restrict availability of the Application or to interrupt its operation temporarily. The Customer is not entitled to any specific availability or functionality of the Application and is in particular not entitled to the reclaim of paid fees or to the withdrawal from the contract at any time and under any circumstances.

Although the Service Provider makes all reasonable efforts to keep its systems clear of any viruses or any other malicious code, it cannot guarantee the integrity of its systems. For his or her own protection, the Customer has to take the necessary security precautions and in particular has to use an up-to-date antivirus-software when up- or downloading data or information.

9. Third Party Providers

The Service Provider may grant to third party providers the opportunity to advertise their products and services on the Application. Any contact between the Customer and such third party providers and possible business and contractual relationships with the latter are solely the Customer's responsibility.

10. Liability

The Customer is liable for all data transmitted by him or her to the Application and indemnifies the Service Provider against any and all claims of third parties arising from violations of rights in relation to data submitted by the Customer. The Customer is liable for all actions, which are undertaken on the Application under his identity (in particular user name and password) and indemnifies the Service Provider against all claims arising from these actions. The Service Provider's liability against the Customer is excluded insofar as legally possible and allowed.

11. Applicable Law and Place of Jurisdiction

The contractual relationships between the Customer and the Service Provider are governed by the substantive laws of England under exclusion of conflict of law provisions.

12. Modifications

The Service Provider shall reserve the right to modify these General Terms and Conditions at any time without indicating any reasons. The Customer will be notified in due time ahead of the change.

You can request for the current version of the present terms of service by emailing sfouracre@selfevolvingsoftware.com

13. Customer Obligations

Customers of the Application give absolute permission to feature their company logo on our Customers section of the <http://www.selfevolvingsoftware.com> website

Contact

<http://www.selfevolvingsoftware.com>

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