IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING THE SOFTWARE: This end user licence agreement ("**Licence**") is a legal agreement between you ("**Licensee** or **you**") and MyCRM Limited of Suite 6, Building 2, The Courtyard St. Cross Business Park, Newport, Isle of Wight, PO30 5BF ("**Licensor** or **we**") for any of the MyCRM Extended products available on the download centre.

Each product or component is known as the software product ("**Software**"), which includes computer software, the associated media, printed materials and electronic documentation ("**Documentation**").

BY INSTALLING THIS SOFTWARE (OR, IF YOU ARE TO DOWNLOAD THE SOFTWARE ONLINE, BY CLICKING ON THE "ACCEPT" BUTTON BELOW) YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE INSTALLATION OF THE SOFTWARE NOW. IN THIS CASE YOU MUST RETURN THE MEDIUM ON WHICH THE SOFTWARE IS STORED AND ALL ACCOMPANYING DOCUMENTATION TO THE LICENSOR, WITHOUT INSTALLING THE SOFTWARE, WITHIN 7 DAYS OF PURCHASE. IF YOU DO THIS ANY LICENCE FEE PAID WILL BE REFUNDED.

1.   **GRANT AND SCOPE OF LICENCE**

1.1   In consideration of you agreeing to abide by the terms of this Licence and provided you have paid the appropriate licence fee, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence.

1.2   You may:

(a)   install and use the Software for your normal business purposes only, on one instance of Microsoft CRM server only for use by you or your employees ("Permitted Use");

(b)   make a reasonable number of copies of the Software for back-up purposes only, provided that this is necessary for the Permitted Use;

(c)   install and use any free supplementary software code or update of the Software incorporating "hot fixes", service packs and any other corrections of errors as may be provided by the Licensor from time to time;

(d)   use any Documentation in support of the Permitted Use and make up to [NUMBER] copies of the Documentation as are necessary for the Permitted Use.

(e)   Use one licence key per tenant of CRM, where the solution in use is extended functionality.

(f)   It is explicit that the Licence is for a single instance of Microsoft Dynamics CRM regardless of how many users or organisation or sub contracted individual have access. A key is for a single server and multiple keys are required for multi-server installs.

(g)   Separate subsidiary or parent companies will require separate licences for each legal entity.

(h)   For subscription licences the software may be assigned to any CRM user but not exceed the limit of the subscription number on a monthly basis

2.   LICENSEE'S UNDERTAKINGS

2.1   Except as expressly set out in this Licence or as permitted by any local law, you undertake:

(a)   not to copy the Software or Documentation except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;

(b)   not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation; above standard Microsoft CRM configuration

(c)   not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs save for Microsoft Dynamics CRM v2011 (or any other program notified to you in writing by the Licensor);

(d)   not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

(i)   is used only for the purpose of achieving inter-operability of the Software with another software program;

(ii)   is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and

(iii)   is not used to create any software which is substantially similar to the Software;

(e)   to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

(f)   to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;

(g)   to promptly install and use any free supplementary software code or update of the software incorporating "hot fixes", service packs and any other corrections of errors provided by the Licensor from time to time.

(h)   to include the copyright notice of the Licensor on all entire and partial copies of the Software in any form;

(i)   not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from the Licensor;

(j)   Under our Enterprise Licence use and obligation to provide services we acknowledge and confirm that with each production key purchased, a number limited to no more than 4 none production keys can be requested and used for the purpose of training, testing and development. None production keys are activated on install and keys may only be used once.

2.2   You must permit the Licensor and his representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software or the Documentation is being kept or used, and any records kept pursuant to this Licence, for the purpose of ensuring that you are complying with the terms of this Licence.

3.   SUPPORT

3.1   Provided that you have paid the relevant licence fee and complied with all provisions of this licence (including but not limited to clause 2.1(g)), the Licensor will provide the support services specified in Schedule 1 below for a period of 12 months with effect from the date of purchase of the Software ("Initial Term") upon payment during the Initial Term monthly in advance of the support fee specified in Schedule 1.

3.2   After the Initial Term the support services referred to in clause 3.1 above will be provided only if the Licensor and Licensee have entered into a separate agreement for the provision of such support services at the Licensor's normal rates and charges.

3.3   Any additional consulting or other services provided by the Licensor to the Licensee in relation to the Software or otherwise will be at the Licensor's normal hourly or daily rates as notified by it from time to time.

4.   INTELLECTUAL PROPERTY RIGHTS

4.1   You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to the Licensor, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.

4.2   You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

4.3   The integrity of this Software is protected by technical protection measures ("**TPM**") so that the intellectual property rights, including copyright, in the Software of the Licensor are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.

5.   WARRANTY

5.1   The Licensor warrants that:

(a)   the medium on which the Software is stored and distributed is (at the time it is supplied), and will be for the period of 90 days after that time ("**Warranty Period**"), free from defects in design, material and workmanship under normal use. If a defect in the medium occurs during the Warranty Period, the Licensor will replace it free of charge if you return it to the Licensor with (so far as you are able) a documented example of such defect or error;

(b)   during the Warranty Period, the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation, and the Documentation correctly describes the operation of the Software in all material respects;

(c)   it has tested the Software for viruses using commercially available virus-checking software, consistent with current industry practice.

5.2   You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

5.3   You acknowledge that the Software may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this Licence.

5.4 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from you having amended the Software or used it in contravention of the terms of this Licence, the Licensor will, at its sole option, repair or replace the Software, provided that you make available all information that may be necessary to assist the Licensor in resolving the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault.

5.5 The Licensor's obligation under clause 5.4 is subject to compliance by you with the terms of condition 2.1(g).

5.6 Neither clause 1.2(c) nor clause 2.1(g) shall be construed or obliging the Licensor to provide any free supplementary software code or updates.

6. LICENSOR'S LIABILITY

6.1 Nothing in this Licence shall exclude or in any way limit the Licensor's liability for fraud, or for death and personal injury caused by its negligence, or any other liability to the extent that it cannot be excluded or limited as a matter of law.

6.2 Subject to condition 6.1 the Licensor shall not be liable under or in connection with this Licence or any collateral contract for:

   (a) loss of income;

   (b) loss of business profits or contracts;

   (c) business interruption;

   (d) loss of the use of money or anticipated savings;

   (e) loss of information;

   (f) loss of opportunity, goodwill or reputation;

   (g) loss of, damage to or corruption of data; or

   (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

6.3 Subject to clause 6.1 and clause 6.2, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the Licence Fee.

6.4 Subject to clause 6.1, clause 6.2 and clause 6.3, the Licensor's liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

6.5 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

7. TERMINATION

7.1 Without prejudice to any other rights of the Licensor, the Licensor may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so;

7.2 Upon termination of this Licence for any reason:

(a) all rights granted to you under this Licence shall cease;

(b) you must cease all activities authorised by this Licence;

(c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and

(d) you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

8. TRANSFER OF RIGHTS AND OBLIGATIONS

8.1 This Licence is binding on you and us and on our respective successors and assigns.

8.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

8.3 The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of his rights or obligations arising under it, at any time during the term of the Licence.

9. **EVENTS OUTSIDE THE LICENSOR'S CONTROL**

9.1   The Licensor will not be liable or responsible for any failure to perform, or delay in performance of, any of his obligations under this Licence that is caused by an event outside his reasonable control (**Force Majeure Event**).

9.2   A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

      (a)   strikes, lock-outs or other industrial action;

      (b)   civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

      (c)   fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

      (d)   impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

      (e)   impossibility of the use of the Internet or any public or private telecommunications networks;

      (f)   the acts, decrees, legislation, regulations or restrictions of any government.

9.3   The Licensor's performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and he will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.

10. **WAIVER**

10.1   If the Licensor fails, at any time during the term of this Licence, to insist on strict performance of any of your obligations under this Licence, or if the Licensor fails to exercise any of the rights or remedies to which he is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

10.2   A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default.

10.3   No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

11.   SEVERABILITY

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

12.   ENTIRE AGREEMENT

12.1   This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and Documentation and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

12.2   We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us before entering into this Licence except as expressly stated in this Licence.

12.3   Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in this Licence.

13.   NOTICES

All notices given by you to the Licensor must be given to the Licensor at the address set out at the beginning of this Licence. The Licensor may give notice to you at either the e-mail or postal address you provided to it when purchasing the Software. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14.   LAW AND JURISDICTION

This Licence is governed by English law. Any dispute arising from, or related to, any term of this Licence shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

This Schedule forms an integral and binding part of the Contract signed between the Customer and the Provider.

	Signed
	(for and on behalf of the Customer)
_____	
_____	Date

	(for and on behalf of the Provider)
_____	
Alistair Dickinson	
_____	Date