

BT SERVICE AGREEMENT FOR SALESFORCE.COM™ PROVIDED BY BT

British Telecommunications plc ("BT") provides a set of services more fully described on the website at <http://www.btbroadbandoffice.com/internetapplications/bt-customer-manager> ("Site") through its supplier salesforce.com Sàrl, Rue Saint Louis 2, 1110 Morges, Switzerland. ("SFDC") This Service Agreement ("Agreement") is entered into between BT, whose registered office is at 81 Newgate Street, London EC1A 7AJ and the Customer entity identified in the Order Form

The Agreement between the Customer and BT comprises the following documents and in the following order of precedence:

- a) this Agreement
- b) Order form
- c) Service Level Commitment if any; and
- d) any other document expressly incorporated by any of these documents or by written agreement between the Customer and BT.

By using the Service the Customer accepts the provisions of BT's privacy policy found at <http://www.btbroadbandoffice.com/internetapplications/bt-customer-manager>

1. Definitions.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**AppExchange**" means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

"**Customer Data**" means all electronic data or information submitted by Customer to the Service.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means the form that specifies the information required for the Customer to order Service(s) subject to this Service Agreement.

"**Service**" means the online, Web-based application provided by BT via its supplier SFDC via SFDC's website at <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications, as described by the User Guide.

"**User Guide**" means the online user guide for the Service, accessible via <http://www.salesforce.com>, as updated from time to time.

"**Users**" means individuals who are authorized by Customer to use the Service, for whom subscriptions to the Service have been purchased, and who have been supplied user identifications and passwords by Customer (or by BT at Customer's request). Users may include but are not limited to employees, consultants, contractors and agents of Customer or its Affiliates.

2. Service.

2.1 Provision of Service. BT shall make the Service available to Customer and its Users pursuant to this Agreement and all Order Forms during a subscription term. Customer agrees that its purchase of subscriptions is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by BT or SFDC with respect to future functionality or features.

2.2 Additional Users. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Unless otherwise specified in the relevant Order Form, (i) additional User subscriptions must be added in minimum increments of 10; (ii) the term of the additional User subscriptions shall be coterminous with the expiration of the subscription term in effect at the time the additional Users are added; and (iii) pricing for the additional User subscriptions shall be the same as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional Users are added.

2.3 Customer Affiliates. Customer Affiliates may purchase and use User subscriptions subject to the terms of this Agreement by executing Order Forms hereunder.

3. Use of the Service.

3.1 BT's Responsibilities. BT shall: (i) in addition to its confidentiality obligations hereunder, not use, modify or disclose to anyone other than Users the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide basic support to Customer's Users, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which BT shall give at

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least 8 hours notice via the Service and which BT via SFDC shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday); or (b) any unavailability caused by circumstances beyond BT's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within BT's possession or reasonable control, and denial of service attacks.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify BT promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service.

3.3 Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store Malicious Code; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 Third-Party Providers. Certain third-party providers, some of which may be listed on pages within BT's or SFDC's websites and including providers of AppExchange applications, offer products and services related to the Service, including implementation, customization and other consulting services related to customers' use of the Service and applications (both offline and online) that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. Neither BT or SFDC warrants any such third-party providers or any of their products or services, whether or not such products or

services are designated by by BT or SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by BT to Customer, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer's use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this Agreement. No purchase of such third-party products or services is required to use the Service.

3.5 Google AdWords Program. Service features that interoperate with the Google AdWords program depend on the continuing availability of the Google AdWords application programming interface ("API") and program for use with the Service. If Google Inc. ceases to make the Google AdWords API or program available on reasonable terms for the Service, BT may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

3.6 Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

3.7 Internet. Where the Service allows access to the internet the Customer understands and agrees that the use of the internet is at the customer's own risk.

4. Fees & Payment.

4.1 User Fees. Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise provided, all fees are quoted and payable in pound sterling. Except as otherwise specified herein or in an Order Form, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, fees paid are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Because fees are based on monthly units, fees for subscriptions purchased in the middle of a monthly period will be charged for that monthly period in full and going forward based on the number of monthly periods remaining in the subscription term.

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4.2. Charges and Payment.

4.2.1 Charges for the Service are as detailed in the Order Form. BT will send the bills to the address notified by the Customer to BT. The Customer will be liable for charges for the Service from the date BT makes the Service available to the Customer or the date the Customer uses the Service whichever is the earlier, unless otherwise agreed by BT in writing. The Customer agrees to pay annually in advance for the Service charges unless otherwise stated in the Order Form. All charges are exclusive of VAT which is chargeable at the applicable rate.

4.2.2 As part of its credit management procedures, BT may at any time:

- (a) require the Customer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by BT; and/or
- (b) carry out a credit vet of the User. The User agrees to provide BT with any information BT may reasonably require for this.

4.2.3 Payment is due within 30 days of the date specified on the bill, unless otherwise stated in the Service Agreement.

4.2.4 The Customer must pay all charges by a single direct debit, cheque, or BACS, unless otherwise advised by BT.

4.3 Disputed Bills

4.3.1 If the Customer disputes any charge on a bill the Customer will notify BT in writing within 14 days of the date of the bill with all relevant information. Where the disputed amount is:-

- (a) less than 5% of the total bill, the Customer will pay the full amount of the bill; or
- (b) more than 5% of the total bill, the Customer must pay the amount not in dispute. Also, if

requested by BT, the Customer will place funds equivalent to the disputed amount into an account with a reputable bank as reasonably specified by BT, established jointly by the Customer and BT, accruing interest at a variable rate equal to that which the selected bank certifies it would normally pay a commercial customer depositing the amount credited to such an account (escrow account).

4.3.2 Any disputes will be resolved promptly and the resolved amount if any is payable immediately.

4.4 Late Payment

4.4.1 If BT does not receive payment by the due date, BT may charge the Customer:

- (a) any late payment charge as referred to in the Service Agreement; and/or
- (b) daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the European Central Bank for the period beginning on the date on which payment is due and ending on the date on which payment is made.

4.4.2 If the Customer does not pay a bill, BT may instruct a debt collection agency to collect payment (including any interest and/or late payment charges) on its behalf. If BT instructs an agency, the Customer must pay BT an additional sum. This will not exceed the reasonable costs BT has to pay to the agency, who will add the sum to the Customer's outstanding debt on BT's behalf.

4.4.3 If any sum owed by the Customer to BT under this Agreement or any contract with BT is not paid by the due date, BT may deduct this sum from any payment or credit due to the Customer under this Agreement or any other contract with BT.

4.5 Suspension of Service. If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, BT reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full.

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5. Proprietary Rights.

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, BT or SFDC reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

5.3 Customer Data. As between BT and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under this Agreement. Neither BT or SFDC shall access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request.

5.4 Suggestions. SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed

by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. BT represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; (iii) the functionality of the Service will not be materially decreased during a subscription term; (iv) the Service will not contain or transmit to Customer any Malicious Code (except for any Malicious Code contained in User-uploaded attachments or otherwise originating from Users); (v) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein; and (vi) the Service does not infringe any intellectual property rights of any third party.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER BT NOR SFDC MAKES

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ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Agreement whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.

9.3 Neither the Customer nor BT shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, loss of or damage to physical property, business interruption or for any other indirect or consequential loss or punitive damages which may arise in relation to the Agreement whether or not the Customer or BT was advised in advance of the possibility of such loss or damage.

9.4 Subject to clauses 9.1, 9.2 and 9.3 the Customer and BT accept liability to the other in contract, tort (including negligence), breach of statutory duty or otherwise for direct loss limited to:

- (a) £ 1,000,000 for loss of or damage to physical property in any period of 12 consecutive months; and
- (b) for all other loss or damage, the greater of either
 - (i) £25,000; or
 - (ii) 125% of the amounts paid by the Customer under the Agreement.

9.5 Clause 9.4 will not apply to any obligation to pay charges or to clauses 8.1, and 8.2 and 9.6.

9.6 Each part of this clause operates separately. If any part of a clause is held by a Court to be unreasonable or inapplicable the rest of the clause shall continue to apply.

10. Term & Termination.

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 Term of User Subscriptions. User subscriptions commence on the start date specified in the relevant Order Form and continue for the subscription term specified therein. User subscriptions shall automatically renew for additional periods of one (1) year at the list price in effect at

8. Mutual Indemnification.

8.1 Indemnification by BT. Subject to this Agreement, BT shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party; provided, that Customer (a) promptly gives written notice of the Claim to BT; (b) gives BT sole control of the defense and settlement of the Claim (provided that BT may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to BT, at 'BT's cost, all reasonable assistance.

8.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold BT harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against BT by a third party alleging that the Customer Data, or Customer's use of the Service in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that BT (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases BT of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

9. Limitation of Liability.

9.1 Neither the Customer nor BT excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.

9.2 Neither the Customer nor BT shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any direct loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, or business interruption which may arise in relation to the

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the time of renewal unless either party gives the other notice of non-renewal at least 30 days prior to the end of the relevant subscription term.

10.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, BT shall refund Customer any prepaid fees covering the remainder of the subscription term after the date of termination.

10.4 Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to BT prior to the effective date of termination.

10.5 Return of Customer Data. Upon request by Customer made within 30 days after the effective date of termination, BT will make available to Customer for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, BT shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

10.6 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4 through 10 and 12.

11. Modification to or Discontinuation of the Service and Terms.

11.1 BT reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that BT modifies the Service in a manner which removes or disables a feature or functionality on which the Customer materially relies, BT, at the Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to the Customer. In the event that BT is unable to substantially restore such functionality (unless enjoined from doing so by a court of competent jurisdiction), The Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the charges paid under the Agreement for the terminated portion of the subscription term. The Customer acknowledges that BT reserves the right to discontinue offering the Service at the conclusion of Customer's then current subscription term. The Customer agrees that BT shall not be liable to the

Customer nor to any third party for any modification of the Service as described in this Clause 11.

11.2 BT reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service via <http://www.btbandoffice.com/internetapplications/bt-customer-manager>. The Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute the Customers consent to such changes.

12. General Provisions.

12.1 Matters Beyond Reasonable Control.

- (a) If the Customer or BT is unable to perform, or is delayed in performing, any obligation under the Contract because of something beyond its reasonable control including act of God, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts or omissions of local or central government or other competent authorities, or beyond the reasonable control of its suppliers, it will have no liability to the other for that failure or delay in performing.
- (b) BT will not be liable for failure to or delay in supplying the Service if:
 - (i) another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost; or
 - (ii) legal or regulatory restrictions are imposed that prevent BT from supplying the Service.
- (c) If any of the events detailed in clauses 12.1(a) or 12.1(b) continue for more than three months the Customer or BT may terminate the Contract in whole or part by written notice to the other.

12.2 Escalation and Dispute Resolution

- (a) BT will try to work through any dispute that the Customer may have with BT. If this does not resolve the dispute then the Customer

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may refer the matter to the relevant dispute resolution service as follows:

- (i) where appropriate, in accordance with the details set out in [BT's Code of Practice for Consumers and Small Businesses](#); and
 - (ii) otherwise, as set out in clause 11.2(b) below.
- (b) Any dispute must be raised in writing with the Customer's or BT's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Customer and BT will use reasonable endeavours to resolve any dispute as follows:

- (i) a dispute which has not been resolved by the Customer's or BT's representative within 14 days of being raised may be referred by the Customer or BT to the first level by written notice to the other; and
- (ii) if the dispute is not resolved at the first level within 14 days of referral, the Customer or BT may refer the dispute to the second level by written notice to the other.

The Customer's and BT's representatives at the first and second levels are as notified by the Customer and BT to the other from time to time.

- (c) If the dispute is not resolved after the procedures detailed in clause 12.2 (b) have been followed then, if the Customer and BT agree, the dispute will be settled by mediation in accordance with the procedures specified by the Dispute Resolution Service – Chartered Institute of Arbitrators (“DRS-CiArb”). If the dispute is referred to a mediator:-

- (i) the mediator will be appointed by agreement of the Customer and BT. If the Customer and BT fail to agree within seven days of a proposal by one party, the mediator will be appointed by DRS-CiArb; and

- (ii) all negotiations on the dispute and any agreement reached will be kept confidential.

- (d) Nothing in this clause 12.2 shall prevent the Customer or BT from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

12.3 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.4 No Third-Party Beneficiaries. A person who is not the Customer or BT (including an employee, the officer, agent, representative or subcontractor of the Customer or BT) has no right under Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This does not affect any right or remedy that exists or is available apart from that Act.

12.5 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to BT shall be addressed to the attention of Retail Commercial Contracts, PPSC6C Sixth Floor St Clements House, Marsh Street, Bristol BS1 4AY. Notices to Customer shall be addressed to Customer at any one or more of the following: the address to which the Customer asks BT to send bills or the Customer's primary email address or if the Customer is a limited company, its registered office...

12.6 Waiver and Cumulative Remedies. A failure or delay by the Customer or BT to exercise any right or act upon a breach under the Contract will not be a waiver of that right or breach. If the Customer or BT waives a right or breach of the Contract, that waiver is limited to the particular right or breach.

12.7 Severability. If any term of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Contract had been made without the invalid, illegal or unenforceable terms.

12.8 Transfer of Rights and Obligations. The Customer and BT may not transfer any of their rights or obligations under the Contract without the written consent of the other, except that:

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- (a) the Customer may transfer its rights or obligations or both to a Group Company with the written consent of BT, such consent not to be unreasonably withheld or delayed; and
- (b) BT may transfer its rights or obligations or both to a Group Company without consent provided that it notifies the Customer that it has done so.

12.9 Entire Agreement

- (a) The Contract contains the entire agreement between the Customer and BT and replaces all previous written or oral agreements relating to its content.
- (b) The Customer and BT agree that:
 - (i) they have not been induced to enter into the Contract by, nor have they relied on, any statement, representation, warranty or other assurance not expressly incorporated; and
 - (ii) in connection with the Contract their only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of the Contract and that all other rights and remedies are excluded.
- (c) The terms of clauses 12.9(a) and 12.9(b) will not affect the rights or remedies of the Customer and BT for any fraudulent misrepresentation.

12.10 Governing Law and Jurisdiction The Contract is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the English courts.

12.11 Customer's Instructions. BT may take instructions from a person whom it thinks, with good reason, is acting with the Customer's permission.

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