

This licence agreement ("Agreement") permits you to Use the version of the software, in computer executable/object code, only which accompanies this Agreement (the "Software") and the associated documentation, packaging and other related materials supplied by us (the "Documentation") so long as you have paid the applicable licence fee. Ownership of the Software remains with us at all times. Your right to Use the Software is subject to the terms set out in this Agreement.

Carefully read the terms and conditions contained in this Agreement. By installing and/or using the Software, you signify your acceptance of the terms and conditions contained in this Agreement and you enter into a legally binding agreement. You confirm this by registering the Software in accordance with clause 2.2. If you do not agree to be bound by the terms and conditions of this Agreement, you should not install or use the Software, when, if you have obtained the Software and Documentation directly from us, you should return them to us in accordance with our returns procedure. If you do wish to return them, prior to us giving you a refund, you agree to provide written confirmation that you have not installed or used the Software and, if we ask you to do so, you agree to permit us to verify this. If you are in the UK or any other country, this returns procedure is available on our website at www.tassoftware.co.uk, or by telephoning us directly on 0845 245 0220. If you are in the Republic of Ireland, it is available at www.tassoftware.ie, or by telephoning us on 1890 946 881. If you acquired the Software and Documentation from a third party, then you should contact the third party directly in order to return them. If you Use the ePayments, payroll or file by Internet programs in the Software please note the additional terms at clauses 9, 10 and 11.

1. IN THIS AGREEMENT:

- 1.1 "Use", "Used" and "Using" means to load, execute, store, transmit, display, (for the purposes of loading, execution, storage, transmission or display) or otherwise access or utilise the Software for your legitimate business purposes; and
- 1.2 "TAS Software" means TAS Software a division of Sage (UK) Limited; and
- 1.3 "us", "we" and "our" means TAS Software and "you" and "your" mean the person, business or company which paid the licence fee to use the Software; and
- 1.4 (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) "including" and "includes" shall be understood to mean "including without limitation" and "includes without limitation" respectively; and (c) words of a technical nature shall be construed in accordance with the relevant meaning commonly attributed to them in the computer software industry in the U.K.

2. OUR LICENCE TO YOU

- 2.1 In consideration of your acceptance and continued observance of the terms of this Agreement, together with payment by you of the applicable licence fees for the Use of the Software, we will grant you a non-assignable, non-exclusive licence to Use the Software and any updates and upgrades to it which we may provide to you in accordance with clause 4.2.
- 2.2 The Software may be installed and Used for 30 days before it must be registered with us; the Software will alert you of the need for an activation code. We will provide you with an activation code free of charge. In order to produce an activation code we will require certain information from you. You acknowledge that without such information we cannot provide the necessary activation code.
- 2.3 You may install and Use the Software as described below.
- 2.3.1 A 'single computer licence' allows you to install the Software on one computer. The data is normally stored on the same computer, but you can store it on a network server if you prefer.
- 2.3.2 A 'workgroup licence' allows you to install the Software on more than one computer and store the data on a shared

network server. A maximum of five concurrent users can access any one company at the same time.

- 2.3.3 A 'network licence' allows you to install the Software on more than one computer and store your data on a shared network server. The maximum number of concurrent users that can access any one company at the same time will be shown on your invoice and within the Software.
- 2.3.4 When we say that the Software may be accessed by a certain number of 'concurrent users', we mean that number of users may access it at the same time.
- 2.3.5 By 'company', we mean a company, business or other organisation which you want to manage with the Software, and for which you have a set of stand alone records and data (which we call a 'data set'). If you want to manage more than one company data set with the Software, you must have a company licence for each company data set that you want to manage.
- 2.3.6 You may only Use the Software for your own internal business purposes and with your own data only.
- 2.3.7 This clause is only relevant to users who have purchased a 'bureau' licence. You may use the bureau Software to provide a bureau service for your customers' data, for up to the specified number of companies. You may not allow any other person or organisation to use the bureau Software.
- 2.4 Other than as permitted under this Agreement you shall not and shall not allow anyone else to:
 - 2.4.1 Use, copy (other than for back up purposes only), transfer, sell, sub-licence, lease, mortgage, rent, loan, publish, distribute or otherwise make the Software (or any part of it) available to any other person, whether or not for commercial gain;
 - 2.4.2 Use the Software (or any part of it) for the provision of any computer bureau, remote hosting or ASP services or in any other configuration that permits a third party to use the Software other than under the provisions of a valid licence with us;
 - 2.4.3 install the Software more than once on the same single computer or single network computer;
 - 2.4.4 other than to the extent permitted by law, or with our prior written consent, alter, adapt, merge, modify, translate, reverse engineer, de-compile, disassemble, create derivative works of the whole or any part of the Software (or any part of it); or
 - 2.4.5 remove, change or obscure any of our proprietary notices, labels or marks associated with the Software;
 - 2.4.6 Use or copy (irrespective of the extent of copying) the whole or any part of the Software's graphic user interface, operating logic or underlying database structure and database fields for incorporation into or the development of any software or other product or technology;
 - 2.4.7 Use or permit others to Use a previous version or copy of the Software or part of it after you have received a replacement or an updated or upgraded version of the Software;
 - 2.4.8 disclose the Software or Documentation or any part of it to any third party without our prior written consent, provided that this clause 2.4.8 shall not extend to information: (a) which was rightfully in your possession prior to commencement of this Agreement, (b) which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this sub-clause), or (c) information received from another person without that person breaching our confidentiality. You shall make sure that every user, employee or other person to whom you have disclosed the Software or Documentation complies with this restriction.
- 2.5 You acknowledge that you only own the media on which the Software is supplied and that we retain ownership of the intellectual property rights in and to the Software and any copies and amendments made to them, regardless of who made them or their form.
- 2.6 If you wish to Use the Software otherwise than as permitted by this Agreement you should obtain our prior written consent and pay the appropriate licence fee prior to commencing any such Use.
- 2.7 The Software includes a mechanism which ensures that the Software is Used in accordance with the licence that has been

granted, as specified in the relevant invoice. If this mechanism prevents you from using the Software, please contact us.

3. OUR WARRANTIES TO YOU

(You should ensure that you understand this clause)

- 3.1 We warrant that for a period of 30 days from delivery of the Software to you:
 - 3.1.1 the physical media on which the Software is supplied will be free from defects and workmanship; and
 - 3.1.2 the Software when used in accordance with the Documentation will substantially provide the functions and facilities and will perform substantially as described in its Documentation.

This warranty will not apply if any defect is caused by you or any person controlled by you through accident, abuse, poor storage or handling.

- 3.2 If you notify us during the 30 day warranty period that the Software does not conform with the warranty provided in clause 3.1 and we are able to replicate and verify such non-conformance, we may issue a fix, patch or update to correct the non-conformance. If we do not issue one and you return the Software to us in good condition, we will refund you any licence fee you have paid to us to Use the Software under this Agreement.

- 3.3 The warranties set out in this clause 3 will (a) not apply if any non-conformance is caused or relates to act prohibited by clause 2.4 and (b) are instead of all other warranties, representations or conditions, express or implied, statutory or otherwise, including any implied warranties of satisfactory quality and fitness for a particular purpose.

- 3.4 Subject to clause 5.1 but otherwise irrespective of any other term of this Agreement, we do not warrant (a) that the Software will meet your requirements, or (b) that its Use or other operation will be uninterrupted or error free, or (c) or make any representation regarding the Use or other operation of the Software or the result of such operation in terms of correctness, accuracy, reliability or otherwise.

- 3.5 Subject to clause 5.1, no oral or written communications by or on our behalf shall create a warranty or in any way increase the scope of the warranties we have given.

4. SUPPORT AND MAINTENANCE OF THE SOFTWARE

- 4.1 Prior to us issuing you with an activation code as described in clause 2.2 we may provide you with the following maintenance and support services ("Maintenance and Support"):-

- 4.1.1 error corrections; and
- 4.1.2 product updates; and
- 4.1.3 telephone assistance.

Telephone assistance when provided will be on Mondays to Fridays from 9.00am to 5.00pm excluding Bank Holidays. Whilst we will use reasonable endeavours to resolve any problems you may experience, we do not guarantee that any telephone assistance that is given will be successful in resolving problems (in whole or in part).

- 4.2 After we have provided you with an activation code in accordance with clause 2.2, annual Maintenance and Support (including the right to receive product updates) may be purchased from us at our then current rates. The prevailing terms and conditions relating to our provision of Maintenance and Support to you after we have provided you with an activation code can be found on our website at www.tassoftware.co.uk/legal (if you are in the UK, or any other country) or www.tassoftware.ie/legal (if you are in the Republic of Ireland) and are incorporated into this Agreement by reference.

5. DISCLAIMER AND LIMITATION OF LIABILITY

(You should ensure that you understand this clause)

- 5.1 Nothing in this Agreement shall exclude or limit our liability for (a) fraud, (b) death or personal injury arising out of our negligence or (c) any warranty about title or uninterrupted possession implied by statute.

- 5.2 Subject to clause 5.1, in no event will we (or any company which controls us, is under our control or is controlled by the same company which controls us) be liable for:

- 5.2.1 lost income, lost profits or lost business, wasted time, anticipated savings, lost goodwill, third party costs and charges, any business interruption or loss of or corruption of data, in each case whether caused directly or indirectly; or
- 5.2.2 any indirect, consequential, incidental or special damage, in the case of each of clauses 5.2.1 and 5.2.2 however caused and whether arising under contract, tort including negligence, statute or otherwise, even if we knew of such potential liability.

- 5.3 Subject to clauses 5.1 and 5.2, our (or any company which controls us, is under our control or is controlled by the same company which controls us) maximum aggregate liability shall not exceed the amount of licence fees actually paid by you to Use the Software under this Agreement.

- 5.4 Our limitation of liability has been calculated to reflect the licence fee you paid to use the Software and also that it is not within our control how and for what purposes you install, Use and/or operate the Software.

6. OUR INDEMNITY TO YOU

- 6.1 We shall indemnify you against any and all liability, loss, damage, reasonable costs and expenses (including reasonable legal fees) which you may incur as a result of any claim or action brought against you by a third party alleging that your authorised or proper Use of the Software under this Agreement infringes the intellectual property rights of such third party. If that happens, you must take reasonable steps to mitigate any losses which you suffer or incur.

- 6.2 If in our reasonable opinion the Software is likely to become or does become the subject of a claim of infringement of a third party's intellectual property rights, we may elect to either:

- 6.2.1 obtain the right for you to continue Using the Software Materials in the manner permitted under this Agreement; or
- 6.2.2 modify or replace the infringing part of the Software so as to avoid the infringement or alleged infringement, without materially reducing the functionality or performance of the Software.

- 6.3 If having used all reasonable endeavours we cannot achieve either of the circumstances referred to in clauses 6.2.1 or 6.2.2 on reasonable terms, and you give us a written notice to do so, we will promptly refund to you a pro rata portion of the licence fee (based on the Software having a useful life of three years) when this Agreement including your right to Use the Software shall automatically terminate.

- 6.4 You shall:

- 6.4.1 promptly notify us of any claim or threatened claim concerning your use of the Software; and
- 6.4.2 not independently defend or respond to such claim or threatened claim; and
- 6.4.3 cooperate with us in the defence of any such claim or threatened claim, subject to payment by us of your third party costs incurred in providing such cooperation.

- 6.5 The indemnity in clause 6.1 shall not apply to any claim:

- 6.5.1 which arises from any development, modification, implementation, configuration or integration of the Software other than by us or approved by us in writing (including in the Documentation); or
- 6.5.2 which arises as a result of Use of the Software other than as permitted by this Agreement or as described in the Documentation; or 6.5.3 if, in relation to that claim, you do not comply with clause 6.4.

- 6.6 The provisions of this clause 6 state your exclusive remedy in connection with any claim or threatened claim in relation to the intellectual property rights of a third party.

7. HOW TO TERMINATE THIS AGREEMENT

- 7.1 We may terminate this Agreement without refund:
- 7.1.1 if you fail to make any payment due under this Agreement or any other contract with us when due, or you fail to comply with any term of this Agreement, and we have given you a written notice requiring you to rectify the situation, and you have not rectified it within fourteen days; or
- 7.1.2 immediately if you have not complied with the terms of any finance arrangement you have made with us or a third party for the payment of the licence fee for the Software, or if such arrangement has for any reason ended before you made all the necessary payments.
- 7.2 Your licence to Use the Software will terminate automatically if you cease to exist, become bankrupt, go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or other receiver appointed, or if any similar circumstances happen to you, in any location.
- 7.3 Within ten working days of the termination of this Agreement for any reason you shall uninstall the Software and return it to us (including any copies you have made of the Software (or any part of it)) and provide a certificate in a form provided by us, signed by your duly authorised representative, to confirm compliance with this clause 7.3.

8. GENERAL

- 8.1 If we ask in writing, your director, partner or similar senior manager will confirm to us in writing (using a form we provide to you), that you have complied with all parts of this Agreement. If we tell you in writing that we believe you may not have complied with any part of this Agreement, you agree now that we may visit your office(s) during normal office hours, to carry out an audit of your relevant systems and records to check this. When carrying out this audit, we will minimise the disruption to your business and you will give us your reasonable assistance.
- 8.2 If you provide us with any personal data (i.e. which identifies living individuals) we will use it to perform our obligations in this Agreement and as required by law, and we may disclose it to our group companies and contractors. We may also use it to: contact you (by post, phone and email) about other relevant products and services which we offer, conduct customer satisfaction research and contact you about relevant products and services offered by carefully selected third parties. If at any time you do not want us to use your personal data as described in the second sentence, please contact us. For further information on how we use your personal data, please see our privacy policy on our website.
- 8.3 Any business partner, reseller, distributor or dealer (including any of our authorised business partners) from which you have purchased a licence of the Software is expressly not appointed or authorised by us as our servant or agent. No such person has any authority, either express or implied, to enter into any contract or provide any representation, warranty or guarantee with or to you on our behalf, or otherwise to bind us in any way whatsoever. We will not be responsible for any third party products or any services provided to you by such persons.
- 8.4 Subject to clause 5.1, we shall not be liable to you for any circumstances arising outside our reasonable control.
- 8.5 Our failure to enforce any particular term of this Agreement shall not be construed as a waiver of any of our rights under it.
- 8.6 If any part of this Agreement is held by a court of competent jurisdiction to be unreasonable for any reason whatsoever, the validity of the remainder of the terms will not be affected.
- 8.7 Subject to clause 5.1, this Agreement constitutes the entire agreement between you and us in relation to the Software and Documentation and supersedes any other oral or written communications or representations with respect to the Software and Documentation.

- 8.8 This clause does not apply to you if you are in the Republic of Ireland.

Except as described in clause 5, nothing in this Agreement confers on any third party any right or benefit under the Contracts (Rights of Third Parties) Act 1999. This Agreement may be varied without the consent of the third party beneficiaries described in clause 5.

- 8.9 This clause does not apply to you if you are in the Republic of Ireland.

This Agreement shall be governed by and construed in accordance with the law of England and Wales. The parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

- 8.10 This clause only applies to you if you are in the Republic of Ireland.

This Agreement shall be governed by and construed in accordance with the law of Ireland (excluding Northern Ireland). The parties submit to the non-exclusive jurisdiction of the courts of Ireland.

9. USING THE SOFTWARE TO FILE RETURNS WITH HMRC

Submission of your data using the file by internet module of the Software is dependent upon the availability of third party services provided by or on behalf of HM Revenue & Customs for which we are not responsible, and over which we have no control. You acknowledge and agree that we shall not be responsible for and shall have no liability to you for the failure of any of your submissions made to HM Revenue & Customs as a result of the failure or non-availability of such third party services.

10. ADDITIONAL TERMS WHICH APPLY IF YOU USE THE PAYROLL PROGRAM OF THE SOFTWARE

- 10.1 Each year there may be changes to legislation which affect the payroll program of the Software, including changes to employment, tax and national insurance legislation. If the Documentation supplied with the Software expresses or implies compliance with that legislation, such compliance shall be deemed to be compliance with the legislation in the tax year indicated in the Software's Documentation. To ensure ongoing compliance with the relevant legislation you should take out Maintenance and Support for the Software as described in clause 4.2. If the Software, or its Documentation indicates that the Software is for a past tax year please contact our Customer Care Team on 0845 245 0220.

11. ADDITIONAL TERMS WHICH APPLY IF YOU USE THE FILE BY INTERNET MODULE OF THE PAYROLL PROGRAM

- 11.1 If you have paid the appropriate fee for annual Support and Maintenance of the Software in accordance with clause 4.2, you will be provided with a new activation code, which permits you to use the file by internet module. Towards the end of each year the Software will automatically notify you that you need to renew your annual Support and Maintenance. If you have not renewed it by the end of the each year, the file by internet module will stop working.

TAS Software
North Park
Newcastle upon Tyne
NE13 9AA
Telephone 0845 245 0220
Fax 0845 245 0222

Email legal@tassoftware.co.uk
Web www.tassoftware.co.uk/legal

TAS Software
3096 Lake Drive
Citywest Business Park
Dublin 24
Telephone 1890 946 881
Fax 01 642 0895

Email legal@tassoftware.ie
Web www.tassoftware.ie/legal