

TaxCalc Hub and Accounts Production End-User Licence Agreement



taxcalc[®]
accounts production

END-USER LICENCE AGREEMENT: TAXCALC HUB

IMPORTANT – READ CAREFULLY: This End-User Licence Agreement (“EULA”) is a legal agreement between the user/licensee (You/Your) and Acorah Software Products Limited (“ASP”) for the appropriate ASP software below, which includes computer software (including database) and may include associated media, printed materials, and “online” or electronic documentation (“Product”).

BY DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. **IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, COPY OR OTHERWISE USE THE PRODUCT.**

This EULA pertains to TaxCalc Hub and any Application Modules provided within it.

1 GENERAL GRANT OF LICENCE

- 1.1 In consideration of Your agreement to abide by the terms of this EULA, ASP hereby grants You a non-exclusive, non-transferable licence to use the Product according to the terms of this EULA.
- 1.2 This EULA allows You to install and operate the Product for the benefit of Your firm only. Downloading, installation or any other use of the Product by a third party (i.e. a party that is not You or an employee of Your firm) is strictly prohibited. If You are unsure of Your anticipated deployment of the Product, please contact ASP first.
- 1.3 This EULA allows You to operate the Product in either a single standalone or network environment. Application Modules may restrict the number of concurrent users that will connect to the Product’s database. You may only alter the number of concurrent users through the purchase of Additional User Licences.
- 1.4 With respect to electronic and other documentation, You may make a number of copies (either in hard copy or in electronic form) provided that such copies shall be used only for internal purposes and not republished or distributed outside of Your firm.

2 PROVISION OF COMPUTER NETWORK

- 2.1 To allow multiple connections to the Product’s database, You are required to provide and maintain a Computer Network that conforms to the specifications as stated in the Product’s documentation or as advertised on the TaxCalc website <http://www.taxcalc.com>.
- 2.2 ASP will only provide support in respect of Your use of the software. For the avoidance of doubt, this support does not extend to technical support or assistance with the troubleshooting of Your deployment of the Product on Your Computer Network. In the event that any support is given in this respect, it is done so entirely at ASP’s discretion.

3 APPLICATION MODULES

- 3.1 TaxCalc Hub is built to support one or more Application Modules such as Accounts Production. Application Modules will be advertised on the TaxCalc website and are made available to You within TaxCalc Hub through the purchase of additional licences.
- 3.2 If You have any questions regarding the features or restrictions placed upon any Application Modules, please contact our support team.

4 ADDITIONAL USER LICENCES

- 4.1 Application Modules may be designed to limit access to functionality to a given number of concurrent users. You may increase the number of concurrent users that can connect to an Application Module by purchasing Additional User Licences.
- 4.2 Additional User Licences are granted on the same terms as this EULA save for the termination date of the licence, which shall be set to co-terminate with the expiration of the Application Module to which it relates.

5 RIGHTS AND LIMITATIONS

- 5.1 Except as expressly set out in this EULA You undertake:
- 5.1.1 not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the Product; and
 - 5.1.2 not to permit or allow the Product to be downloaded, installed or used by a third party (i.e. a party that is not You or an employee of Your firm); and
 - 5.1.3 not to disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Product; and
 - 5.1.4 not to attempt to circumvent any mechanisms put in place to fix the number of concurrent users able to access the Product and/or its database; and
 - 5.1.5 not to incorporate the Product into training materials to be delivered to a third party (i.e. a party that is not You or an employee of Your firm).

6 PROVISION OF ACCESS AND TERMINATION

- 6.1 Access to the functions provided by Application Modules is generally granted on an annual basis. Any other licensing period is granted only at ASP's discretion.
- 6.2 To continue or recommence with Your full access to the Product and/or any Application Modules after its expiry, You will be required to purchase new annual licences for those Application Modules together with any Additional User Licence(s).
- 6.3 Upon failure to purchase new annual licences for Application Modules:
- 6.3.1 You will continue to be provided with access to Your data but You will not be able to create new data or make modifications to existing data; and
 - 6.3.2 certain features and functions of the Product to interrogate or otherwise make use of Your data, such as printing or exporting, will be restricted.
- 6.4 ASP may terminate this EULA immediately by written notice to You if:
- 6.4.1 You commit a material or persistent breach of this EULA; or
 - 6.4.2 a petition for a bankruptcy order to be made against You has been presented to the court.
- 6.5 Upon termination of the EULA by ASP for reasons given in clause 6.4 above:
- 6.5.1 all rights granted to You under this EULA shall cease, which will include the provision of access to the Product otherwise granted in clause 6.3; and
 - 6.5.2 all rights granted to ASP under this EULA shall survive the termination and shall continue to be enforceable; and
 - 6.5.3 You will cease all activities authorised by this EULA.
- 6.6 Upon termination for any other reason:
- 6.6.1 all rights granted to You under this EULA shall cease, save for continued access to Your data as stated in clause 6.3.1; and
 - 6.6.2 all rights granted to ASP under this EULA shall survive the termination and shall continue to be enforceable.

7 DELIVERY

- 7.1 The Product, Updates and any associated materials are provided in electronic format and delivered by downloading from the TaxCalc website.
- 7.2 The company may, from time to time, offer alternative methods of delivery, such as compact disc. All such alternative methods are chargeable.
- 7.3 Upon your purchase of any licence, ASP will add to Your customer account an electronic licence that will enable the Product to be used in the agreed capacity. Instructions on how to activate Your licence(s) are included in the Product's documentation.

8 UPDATES

- 8.1 From time to time, ASP may update the Product. An active licence will entitle You to such Updates for a period of 365 days following the grant of such licence.
- 8.2 In order that You can receive any Updates, You consent to provide Your computer hardware with access to the Internet. ASP will not deliver Updates using any other methods than via the Internet.
- 8.3 All Updates will be delivered to You automatically upon their release. Where such an Update requires the acceptance of a revised EULA, You will be required to agree to such EULA to use the Update.
- 8.4 If You choose not to install an Update, ASP reserves the right to cease the provision of ongoing support until your installation of the Product is fully updated.

9 INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES AND ACKNOWLEDGMENT

- 9.1 To the extent that You are not a Consumer (being a person who is taking a licence of the Product for purposes that are not related to their trade, business or profession) and to the maximum extent permitted by applicable law:
 - 9.1.1 in no event shall ASP or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Product, the provision of or failure to provide support services, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), strict liability, breach of contract, or breach of warranty of ASP or any supplier, and even if ASP or any supplier has been advised of the possibility of such damages; and
 - 9.1.2 notwithstanding any damages that You might incur for any reason whatsoever (including, without limitation, all damages referred to above and all direct or general damages), the entire liability of ASP and any of its suppliers under any provision of this EULA and Your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by ASP with respect to any breach of ASP's obligations) shall be limited to the amount actually paid by You for the Product. The foregoing limitations and exclusions shall apply to the maximum extent permitted by applicable law.
- 9.2 To the extent that You are a Consumer:
 - 9.2.1 ASP warrants for a period of twelve months from purchase that the Product provides the functionalities as advertised on its website and in any product documentation (the "agreed upon functionalities"), when used on the recommended hardware configuration; and
 - 9.2.2 non-substantial variation from the agreed upon functionalities will not establish any warranty rights; and
 - 9.2.3 this warranty does not apply to the Product when used in trial mode or to the extent that the software fails to perform because You are or have been in breach of this EULA.
 - 9.2.4 To make a warranty claim, you must notify ASP in writing during this twelve month period. ASP

will then verify with you whether there is a defect in the Product or advise otherwise. If there is a defect in the Product, you may request either a refund or a replacement.

9.2.5 In the event that your warranty details are substantiated, ASP will meet your request for a replacement Product or, unless it is not reasonable to do so, ASP will provide you with a refund.

9.2.6 Please note that the provisions of clauses 9.1.1 and 9.1.2 shall apply to any damages claims that you make in respect of your use of the Product. However, ASP shall be liable for direct losses that are reasonably foreseeable in the event of a breach by ASP of this agreement. You are advised to take all reasonable measures to avoid and reduce damages, in particular by making back-up copies of Your computer data.

10 **POSTGRES SQL DATABASE MANAGEMENT SYSTEM NOTICE**

In no event shall the University of California be liable to any party for direct, indirect, special, incidental, or consequential damages, including lost profits, arising out of the use of this software and its documentation, even if the University of California has been advised of the possibility of such damage.

The University of California specifically disclaims any warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The software provided hereunder is on an "as is" basis, and the University of California has no obligations to provide maintenance, support, updates, enhancements, or modifications.

11 **TRANSFER OF RIGHTS AND OBLIGATIONS**

11.1 This EULA is binding upon You and ASP and on ASP's respective successors and assigns.

11.2 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.

11.3 ASP may transfer, assign, charge, sub-contract or otherwise dispose of this licence, or any of its rights or obligations arising under it, at any time during the term of this licence.

12 **NOTICE AND RETURNS**

12.1 Notifications from ASP concerning the Product and/or this EULA will be posted on our website, <http://www.taxcalc.com>.

12.2 The most current version of this EULA can be located online at <http://taxcalc.com/files/applinks/taxcalchub.pdf>.

12.3 You agree that it is Your sole responsibility to regularly and routinely visit our website for notices concerning the Product and/or modifications to this EULA, and to ascertain how Your use of the Product may be impacted. You consent to receive communications from ASP electronically and agree that all agreements, notices, disclosures and other communications that ASP provides to You electronically satisfy any legal requirements that such communications be in writing.

12.4 ASP may give You notification using other means such as email, post, and/or telephone. To provide notice, ASP will use the contact and/or registration information (if any) as provided by You. To ensure that You receive notices timely, You agree that it is Your sole responsibility to promptly notify ASP of any change to Your contact and/or registration information.

12.5 Any notification provided by You to ASP under this agreement must be made by email to support@taxcalc.com or by post, telephone or fax in accordance with the contact details provided on <http://www.taxcalc.com/contact>.

12.6 Any written correspondence to us must be sent via registered mail to the address provided on <http://www.taxcalc.com/contact>.

13 **WAIVER**

- 13.1 If ASP fails, at any time during the term of this licence, to insist on strict performance of any of Your obligations under this EULA, or if ASP fails to exercise any of the rights or remedies to which it is entitled under this EULA, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.
- 13.2 No waiver by ASP 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.

14 **ENTIRE AGREEMENT**

This EULA (including any addendum or amendment to this EULA which is included with the Product) are the entire agreement between You and ASP relating to the Product and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any policies or programs for Support Services conflict with the terms of this EULA, the terms of this EULA shall prevail.

15 **COPYRIGHT**

- 15.1 The Product (including all printed materials and user documentation) is protected by copyright and other intellectual property laws and treaties. ASP owns the title, copyright, and other intellectual property rights to the Product. The Product is licensed to You, not sold.
- 15.2 TaxCalc and SimpleStep are registered trademarks of Acorah Software Products Ltd. Any other product names, marks, symbols, trade names, company names and/or logos which appear within this Product and related materials are the property of their respective owners and should be treated as such and appear through courtesy of such owners.

16 **LAW AND JURISDICTION**

The terms of this Agreement shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.

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