



End-User Licence Agreement

2012

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 TaxCalc software below, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product").

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

In addition, by installing or otherwise using updates that You receive as part of the Product ("Updates"), You agree to be bound by any additional licence terms that accompany such Updates. If You do not agree to the additional licence terms that accompany such Updates, You may not install or otherwise use such Updates.

TaxCalc 2012 Products

This EULA pertains to the following 2012 products:

- (i) TaxCalc Personal
- (ii) TaxCalc Partnership
- (iii) TaxCalc Single Partnership
- (iv) TaxCalc Partnership 5
- (v) TaxCalc Partnership Unlimited
- (vi) TaxCalc Business
- (vii) TaxCalc Pro
- (viii) TaxCalc Pro Suite
- (ix) TaxCalc Trust Solo
- (x) TaxCalc Trust Duo
- (xi) TaxCalc Unlimited Trusts
- (xii) TaxCalc Single Corporation Tax
- (xiii) TaxCalc Single Partnership / Corporation
- (xiv) TaxCalc CT Unlimited

1 GENERAL GRANT OF LICENCE

1.1 TaxCalc Personal (2012)

- 1.1.1 Use of this product is licensed to one individual at one site according to the terms of this EULA.
- 1.1.2 The Product may NOT be used on a professional basis. In particular, it is not to be used for any tax preparation or other services to be provided by You in return for fees or to assist in providing tax or financial advice to clients.
- 1.1.3 You may use the Product to prepare up to six tax returns, comprising any combination of the SA100 series return forms and the R40 repayment return.
- 1.1.4 If you have purchased the appropriate upgrade or product variation, You may:
 - (i) prepare up to six additional SA100/R40 returns; and/or
 - (ii) prepare one, two or unlimited SA900 trust tax returns; and/or
 - (iii) access the Dividend Database within the Product in relation to the preparation of SA100 returns, subject to clause 5 of this EULA.
 - (iv) access the What If calculations for SA100 returns, subject to clause 6 of this EULA.
- 1.1.5 The Product is intended only for use:
 - (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
 - (ii) for the tax year 2011-12.

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.2 TaxCalc Partnership (2012)

- 1.2.1 Use of this product is licensed to one business at one site according to the terms of this EULA.
- 1.2.2 The Product may NOT be used on a professional basis. In particular, it is not to be used for any tax preparation or other services to be provided by You in return for fees or to assist in providing tax or financial advice to clients.
- 1.2.3 You may use the Product to prepare up to six tax returns, comprising any combination of the SA100 series return forms and the R40 repayment return; and one SA800 partnership series tax return.
- 1.2.4 If you have purchased the appropriate upgrade or product variation, You may:

- (i) prepare up to six additional SA100/R40 returns; and/or
- (ii) prepare one additional SA800 partnership return; and/or
- (iii) prepare one, two or unlimited SA900 trust tax returns; and/or
- (iv) access the Dividend Database within the Product in relation to the preparation of SA100 and SA800 returns, subject to clause 5 of this EULA.
- (v) access the What If calculations for SA100 returns, subject to clause 6 of this EULA.

1.2.5 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for the tax year 2011-12.

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.3 TaxCalc Single Partnership (2012)

1.3.1 Use of this product is licensed to one business at one site according to the terms of this EULA.

1.3.2 The Product may NOT be used on a professional basis. In particular, it is not to be used for any tax preparation or other services to be provided by You in return for fees or to assist in providing tax or financial advice to clients.

1.3.3 You may use the Product to prepare one SA800 partnership series tax return.

1.3.4 If you have purchased the appropriate upgrade or product variation, You may:

- (i) prepare one, two or unlimited SA900 trust tax returns; and/or
- (ii) access the Dividend Database within the Product in relation to the preparation of SA800 returns, subject to clause 5 of this EULA.

1.3.5 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for the tax year 2011-12.

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.4 TaxCalc Partnership 5 / 10 / Unlimited (2012)

1.4.1 Use of this product is licensed to one business (being a sole trader, partnership or limited

company) at one site according to the terms of this EULA.

1.4.2 You may use the Product to prepare five (Partnership 5), ten (Partnership 10) or an unlimited (Partnership Unlimited) number of SA800 partnership series tax return.

1.4.3 If you have purchased the appropriate upgrade or product variation, You may:

- (i) prepare additional partnership tax returns as designated by the products given in clause 1.4.2 above;
- (ii) prepare one, two or unlimited SA900 trust tax returns; and/or
- (ii) access the Dividend Database within the Product in relation to the preparation of SA800 returns, subject to clause 5 of this EULA.

1.4.4 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for the tax year 2011-12.

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.5 TaxCalc Business (2012)

1.5.1 Use of this product is licensed to one business at one site according to the terms of this EULA.

1.5.2 The Product may NOT be used on a professional basis. In particular, it is not to be used for any tax preparation or other services to be provided by You in return for fees or to assist in providing tax or financial advice to clients.

1.5.3 You may use the Product to prepare up to six tax returns, comprising any combination of the SA100 series return forms and the R40 repayment return; and one CT600 limited company tax return.

1.5.4 If you have purchased the appropriate upgrade or product variation, You may:

- (i) prepare up to six additional SA100/R40 returns and one additional CT600 limited company return; and/or
- (ii) prepare one, two or unlimited SA900 trust tax returns; and/or
- (iii) access the Dividend Database within the Product in relation to the preparation of SA100 returns, subject to clause 5 of this EULA.
- (iv) access the What If calculations for SA100 returns, subject to clause 6 of this EULA.

1.5.5 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for accounting periods to 31 March 2013 for forms CT600; and
- (iii) for creating and filing new CT600 returns up until 1 May 2013; and
- (iv) for the tax year 2011-12 for all other forms.

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.6 TaxCalc Pro (2012)

1.6.1 Use of this product is licensed to one business (being a sole trader, partnership or limited company) at one site according to the terms of this EULA.

1.6.2 You may use the Product to prepare:

- (i) an unlimited number of SA100 series returns; and
- (ii) an unlimited number of R40 repayment returns; and
- (iii) an unlimited number of SA800 series partnership returns.

1.6.3 If you have purchased the appropriate upgrade or product variation, You may:

- (i) prepare an unlimited number of SA900 trust tax returns; and/or
- (ii) operate the software at a second site; and/or
- (iii) access the Dividend Database within the Product in relation to the preparation of SA100 and SA800 returns, subject to clause 5 of this EULA.
- (iv) access the Value Added system, subject to clause 7 of this EULA.

1.6.4 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for the tax year 2011-12.

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.7 TaxCalc Pro Suite (2012)

1.7.1 Use of this product is licensed to one business (being a sole trader, partnership or limited company) at one site according to the terms of this EULA.

1.7.2 You may use the Product to prepare:

- (i) an unlimited number of SA100 series returns; and
- (ii) an unlimited number of R40 repayment returns; and

- (iii) an unlimited number of SA800 series partnership returns; and
- (iv) an unlimited number of CT600 series company tax returns.

1.7.3 If you have purchased the appropriate upgrade or product variation, You may:

- (i) prepare an unlimited number of SA900 trust tax returns; and/or
- (ii) operate the software at a second site; and/or
- (iii) access the Dividend Database within the Product in relation to the preparation of SA100 and SA800 returns, subject to clause 5 of this EULA.
- (iv) access the Value Added system, subject to clause 7 of this EULA.

1.7.4 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for accounting periods to 31 March 2013 for forms CT600; and
- (iii) for creating and filing new CT600 returns up until 1 May 2013; and
- (iv) for the tax year 2011-12 for all other forms.

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.8 TaxCalc Trust Solo (2012)

1.8.1 Use of this product is licensed to one individual or business (being a sole trader, partnership or limited company) at one site according to the terms of this EULA.

1.8.2 The Product may NOT be used on a professional basis. In particular, it is not to be used for any tax preparation or other services to be provided by You in return for fees or to assist in providing tax or financial advice to clients.

1.8.3 You may use the Product to prepare a single SA900 series trust tax return.

1.8.4 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for the tax year 2011-12.

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.9 TaxCalc Trust Duo (2012)

1.9.1 Use of this product is licensed to one individual or business (being a sole trader, partnership or limited company) at one site according to the terms of this EULA.

1.9.2 The Product may NOT be used on a professional basis. In particular, it is not to be used for any tax preparation or other services to be provided by You in return for fees or to assist in providing tax or financial advice to clients.

1.9.3 You may use the Product to prepare two SA900 series trust tax returns.

1.9.4 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for the tax year 2011-12.

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.10 TaxCalc Unlimited Trusts (2012)

1.10.1 Use of this product is licensed to one individual or one business (being a sole trader, partnership or limited company) at one site according to the terms of this EULA.

1.10.2 You may use the Product to prepare an unlimited number of SA900 series trust tax returns.

1.10.3 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for the tax year 2011-12.

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.11 TaxCalc Single Corporation Tax Return (2012)

1.11.1 Use of this product is licensed to one business (being a sole trader, partnership or limited company) at one site according to the terms of this EULA.

1.11.2 The Product may NOT be used on a professional basis. In particular, it is not to be used for any tax preparation or other services to be provided by You in return for fees or to assist in providing tax or financial advice to clients.

1.11.3 You may use the Product to prepare a single CT600 series company tax return.

1.11.4 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for accounting periods to 31 March 2013 for forms CT600; and
- (iii) for creating and filing new CT600 returns up until 1 May 2013;

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.12 TaxCalc Single Partnership / Corporation Tax Return (2012)

1.12.1 Use of this product is licensed to one business (partnership or limited company) at one site according to the terms of this EULA.

1.12.2 The Product may NOT be used on a professional basis. In particular, it is not to be used for any tax preparation or other services to be provided by You in return for fees or to assist in providing tax or financial advice to clients.

1.12.3 You may use the Product to prepare a single SA800 partnership series tax return and a single CT600 series company tax return.

1.12.4 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for the tax year 2011-12 for SA800 returns; and
- (iii) for accounting periods to 31 March 2013 for forms CT600; and
- (iv) for creating and filing new CT600 returns up until 1 May 2013;

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

1.13 TaxCalc CT Unlimited (2012)

1.13.1 Use of this product is licensed to one business (being a sole trader, partnership or limited company) at one site according to the terms of this EULA.

1.13.2 You may use the Product to prepare an unlimited number of CT600 series company tax returns.

1.13.3 The Product is intended only for use:

- (i) in the preparation and filing of UK tax returns in accordance with UK tax law; and
- (ii) for accounting periods to 31 March 2013 for forms CT600; and
- (iii) for creating and filing new CT600 returns up until 1 May 2013;

Any use of the Product for completion of a Tax Return for any state or country other than the UK and/or for a tax year other than as identified, is at Your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by You.

- 1.14 In the event that any custom combinations of products and/or numbers of returns is given, the provisions given in clauses 1.1 through to 1.13 shall apply.

2 RIGHTS AND LIMITATIONS

2.1 Limitation on Reverse Engineering, Decompilation and Disassembly

Save to the extent permitted by law You may not reverse engineer, decompile or disassemble the Product.

2.2 Termination

Without prejudice to other rights, ASP may cancel this EULA if You do not abide by the terms and conditions of this EULA, in which case You must destroy any copies of the Product and all of its component parts. Termination shall be effected by ASP giving You notice in writing in accordance with clause 8.

2.3 Not for Resale

The Product may not be resold, leased, transferred or used for any other purpose other than as licensed by this EULA.

2.4 Updates

- 2.4.1 All Updates shall be considered part of the Product and subject to the terms and conditions of this EULA.
- 2.4.2 Additional licence terms may accompany Updates (as defined in the first paragraph of this EULA).
- 2.4.3 By installing or otherwise using any Updates, You agree to be bound by the terms accompanying each such Update. If You do not agree to the additional license terms accompanying such Update, do not install, copy, or otherwise use such Update.

3 INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES

- 3.1 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:

- 3.1.1 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
- 3.1.2 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.
- 3.2 The Product is intended to assist You in the preparation of tax returns. It does not and cannot verify the accuracy or correctness (including continuing correctness) of the material entered by You and/or populated from a database stored within the Product, calculate tax liability definitively nor assist in the organisation of tax affairs.
- 3.3 Whilst every reasonable effort has been made to ensure that the personal tax computation, corporation tax computation, illustrations and examples made using the Product are correct, it is Your responsibility to ensure that You are satisfied with them and that any tax form produced on the basis of them accurately and completely reflects income and tax affairs. If You are in any doubt in relation to these matters, You must seek appropriate professional advice.

4 THIRD PARTIES

- 4.1 TaxCalc requires an installation of Adobe Acrobat Reader in order to provide certain features of the software. Generally, the most recent versions of Adobe Reader are capable of working with TaxCalc and ASP will provide advice and guidance as to which version of the product should be installed on Your computer hardware. ASP cannot guarantee that other PDF Reader products will work with TaxCalc and in the event that You install such an alternative, You agree to accept all responsibility and liability for using such an alternative.
- 4.2 TaxCalc requires a connection to the internet in order to file a tax return online and for

the TaxCalc Update facility to function. It is Your sole responsibility to establish and maintain adequate access and to provide and maintain all necessary equipment.

- 4.3 HM Revenue & Customs (HMRC) provides a service allowing the filing of certain tax returns online. ASP does not guarantee:

- (i) that HMRC will continue such a service; and
- (ii) the type of returns that the HMRC service will accept; and
- (iii) the continuity of the HMRC service.

- 4.4 ASP is not in any way responsible for any interference with or interruption to Your use of or access to the HMRC online filing service or TaxCalc Update. ASP may at any time change or discontinue any aspect of, availability or feature of its online functionality.

- 4.5 **You are responsible** for ensuring that the tax returns that You have submitted have been received and accepted by HMRC and, if necessary, for filing the tax returns manually.

5 DIVIDEND DATABASE

- 5.1 You acknowledge that the Intellectual Property Rights in respect of the Dividend Database are owned by SIX Telekurs UK Limited and used by ASP under licence and that You have no rights to this information other than in the preparation of SA100 and SA800 series returns.
- 5.2 In addition to clauses 3 and 4 of this EULA, both ASP, SIX Telekurs UK Limited and their respective suppliers of information accept no liability for the accuracy, completeness or appropriateness of the financial information supplied, or the services provided, or for the functioning of the software it puts at Your disposal.
- 5.3 You acknowledge that You are supplied with historical data applicable only to the 2011-12 tax year.
- 5.4 You acknowledge that the Dividend Database is available in the SA100 and SA800 modules only, subject to an additional charge.
- 5.5 You acknowledge that the Dividend Database is released after the launch of TaxCalc 2012 and provided by means of an update.

6 WHAT IF

- 6.1 You acknowledge that the What If function is available as an upgrade to the TaxCalc 2012 software, only at an additional charge.
- 6.2 You acknowledge that, after upgrading Your Software, the What If function is available within the SA100 return only.

- 6.3 You acknowledge that the What If function is released after the launch of TaxCalc 2012 and provided by means of an update.
- 6.4 The What If calculations are based on currently advertised rates and allowances for the 2012-13 Tax Year only and in no way should be construed as to be an entirely accurate calculation of the tax liability for 2012-13. Moreover it is simply a reflection of the likely calculation and should be used as a tool for You to see the general impact of different circumstances to Your tax liability.

7 VALUE ADDED SYSTEM

- 7.1 You acknowledge that the Value Added System is available as an upgrade for TaxCalc 2012 Professional users only and is available as an upgrade to the TaxCalc 2012 Software, only at an additional charge.
- 7.2 You acknowledge that the Value Added System is released after the launch of TaxCalc 2012 and provided by means of an update.
- 7.3 In addition to the What If functionality, as outlined in clause 6 above, the Value Added System allows access to the following additional reports and functionality:
 - 7.3.1 Advanced Data Mining, offering improved interrogation of data for SA100 client data, which replaces the standard Data Mining function within the TaxCalc 2012 Software.
 - 7.3.2 Variance Report, allowing improved analysis of year on year data and allowing You to set and control de-minimis limits to alert You to important variances.
 - 7.3.3 Batch Mail Merge, allowing creation of letter templates using mail merge fields from the client return data held in TaxCalc. This is for use with SA100 clients only and outputs into Microsoft Word only.
 - 7.3.4 Tax Tips and Planning for SA100 and R40 clients only. These tips are designed to highlight common tax saving ideas based upon the entries that You have made. The logic that has been used in this function is based upon the published guidance at the point of development. These tips are available for your review and research and should not be used solely as tax guidance for your clients.

8 NOTICE AND RETURNS

- 8.1 Notifications from ASP concerning the Product and/or this EULA will be posted online and can be accessed via the appropriate web page(s) from www.taxcalc.com/appLinks/2012/EULA
- 8.2 The most current version of this EULA can be located online at www.taxcalc.com/appLinks/2012/EULA

- 8.3 You agree that it is Your sole responsibility to visit regularly and routinely 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.
- 8.4 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.
- 8.5 Any notification provided by You to ASP under this agreement must be made by email to info@taxcalc.com or by post, telephone or fax in accordance with the contact details provided on www.taxcalc.com/appLinks/2012/contact
- 8.6 Any written correspondence to us must be sent via registered mail to the address provided on www.taxcalc.com/appLinks/2012/contact

9 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.

10 COPYRIGHT

- 10.1 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.
- 10.2 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.

11 LAW AND JURISDICTION

- 11.1 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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