

RECENT UPDATES

- Section 3.2.5 updated so that a client allotment is consumed when the first accounting period is opened for a client in a given year.
- Section 3.2.6 updated so that a client allotment is consumed when the first form is opened for a client in a given year.
- Section 3.2.8 updated so that a client allotment is consumed when the first VAT period is opened for a client in a given year.
- Section 3.2.9 updated so that a client allotment is consumed when the first Client Due Diligence process (Identification, Risk Assessment or SAR) is opened for a client in a given year.

END-USER LICENCE AGREEMENT (2021-06-24)

This End-User Licence Agreement ([EULA](#)) is a legal agreement made between the user/licensee (You/Your) and Acorah Software Products Limited (ASPL). It sets out the terms and conditions upon which We license our Software for use.

PLEASE READ THE CONTENTS OF THIS EULA CAREFULLY. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING OR UPDATING THE SOFTWARE.

IF YOU DO NOT AGREE WITH THE TERMS OF THIS EULA, DO NOT PROCEED WITH THIS SOFTWARE INSTALLATION OR UPDATE.

In addition to the terms defined in the Terms and Conditions, the following definitions shall have the following meanings:

"Anti-Money Laundering Credit" means a single pre-payment of usage of the Anti-Money Laundering Module, which is consumed at the point a new Anti-Money Laundering check is performed within the Software or via the Website;

"eSign Envelope Credit" means a single pre-payment of usage of the TaxCalc eSign Module, which is consumed at the point you send an envelope within the Software;

"Credit-based Service" means any Service or Module where consumable credits are purchased as part of the service, for example, Company Incorporator;

"Documentation" means all and any user guides and operating or other similar manuals and/or documentation, provided in hard copy or soft copy, necessary to enable the Customer to make full and proper use of the System or the Service;

“Terms and Conditions” means the Terms and Conditions of Sale that define the purchase of the Product or Service, as advertised on the TaxCalc Website;

“Trial User” means where You are using a trial or demonstration version of the Product and no purchase has been made, or trialling an Application Module which has not been purchased.

1 GENERAL GRANT OF LICENCE

1.1 In consideration of Your agreement to abide by the terms of this EULA, subject to Section 2 or 3 below (as applicable to You) and Section 7, ASPL grants You a worldwide, royalty-free, non-exclusive licence to use the Software in object code form. This includes but is not limited to:

- 1.1.1 downloading, installing and making use of any portion of the Software;
- 1.1.2 preparing tax returns;
- 1.1.3 preparing sets of financial statements;
- 1.1.4 preparing VAT returns;
- 1.1.5 preparing incorporations;
- 1.1.6 preparing forms for Companies House and/or HMRC;
- 1.1.7 requesting and storing the results of Anti-Money Laundering checks;
- 1.1.8 sending documents electronically for approval;
- 1.1.9 documenting processes and data registers for assistance with Data Protection compliance.
- 1.1.10 documenting processes, risk assessments and client due diligence checks to assist with anti-money laundering regulations.
- 1.1.11 managing practice administration, such as workflow and time reporting.

1.2 Where specified, this EULA will detail specific rights or limitations that are dependent upon the type of user that You are hereby identified to being either:

1.2.1 **NON-PRACTICE USERS** - You have purchased a licence for a Product that is intended to be used by an individual, a trustee or executor in a trust or estate, or an owner of a business trading in the style of a partnership or limited company, all of whom intend to complete their own tax returns and not charge for such on a fee-earning or other commercial basis.

1.2.2 **PRACTICE USERS** - You have purchased a licence for a Product that is intended to be used by firms of accountants, bookkeepers, tax advisors, law firms or other finance professionals, specifically with the intention of raising fee income on a commercial basis from clients.

1.3 In all circumstances, this EULA does not give third parties (i.e. a person or business that is not You) any rights to download or install the Software. If You are unsure of Your anticipated deployment of the Software, please discuss this with ASPL first before installing the Software.

1.4 With respect to electronic and other documentation, You may make any number of copies (either in hard copy or in electronic form) provided that such copies are for Your own use and are not republished, redistributed or resold for the benefits of third parties.

1.5 If you are a TaxAssist Franchisee, and only if you are a TaxAssist Franchisee, the amendments to this EULA described in the [TaxAssist Attachment](#) will apply.

1.6 Due to our reseller arrangement with SmartVault, the licence for the 'Document Manager powered by SmartVault' product is granted by SmartVault directly, via their separate agreement to their own [EULA](#).

1.7 Due to our reseller arrangement with Equifax, the licence for Anti-Money Laundering Identity Checking Service is only granted with agreements to the Equifax Customer Licence (ECL).

2 TERM OF LICENCE (NON-PRACTICE USERS)

Section 2 applies to users identified as Non-Practice users only.

2.1 The Software is built to support one or more Application Modules that includes, but is not limited to, TaxCalc Tax Return Production (Individual, Partnership, Limited Company and Trust) and TaxCalc VAT Filer. The features of Application Modules will be advertised on the TaxCalc website www.taxcalc.com and are made available to You within the Software through the purchase of licences of said Products.

2.2 Access to the functions provided by the tax return preparation Modules are licensed to you on a perpetual basis. Use of the TaxCalc Vat Filer is generally granted on an annual basis. Any other period of licence is granted only at ASPL's discretion.

2.3 This Software is not to be used for any tax or VAT preparation or other financial advisory services provided by You to third parties in return for fees.

2.4 The Software is capable of producing a particular number of different types of tax return for particular tax years, as advertised on the ASPL website. Your access to same is dependent upon You having purchased an appropriate Product from ASPL. Such Products will provide You with access to at least one series of tax return, each of which will provide You with a limited number of instances of said tax return and all of which being for one particular tax year only.

2.4 Examples:

2.4.1 The TaxCalc 2014 Individual 6 product will provide You with access to six instances of the SA100 Individual tax return for the 2013-2014 tax year only.

2.4.2 The TaxCalc 2013 Individual 6 product will provide You with access to six instances of the SA100 Individual tax return for the 2012-2013 tax year only.

2.4.3 The TaxCalc 2014 Partnership Solo 6 product will provide You with access to one instance of the SA800 Partnership tax return and six instances of the SA100 Individual tax return, both of which for the 2013-2014 tax year only.

2.5 If You wish to have access to another series of tax return that is not provided by Your Product, You will be required to purchase a Product that includes that series of tax return. A credit against

Your original purchase may apply if the Products feature the same tax year.

2.6 If You wish to have access to another tax year, You will be required to purchase the Product that supports that tax year. No credit will apply if You have not already purchased a product that supports that tax year.

2.7 The TaxCalc Vat Filer module is capable of producing VAT Returns and EC Sales lists as advertised on the ASPL website for a certain 'allotment' of businesses per year, depending on the specific Product purchased. One 'allotment' is consumed at the point a VAT return period is created for a business in a given year. There is no restriction on the number of returns that can be submitted for each business during the licence period.

2.7 Examples:

2.7.1 The Vat Filer Business Solo product will allow You to create and submit any number of VAT Returns or EC Sales lists for One Business during the period of licence.

2.7.2 The Vat Filer Business Duo product will allow You to create and submit any number of VAT Returns or EC Sales lists for two Businesses during the period of licence.

2.8 Some ASPL Products are designed for Practice customers but can be used alongside the Non-Practice Product. The terms of such Products are described in Section 3.2

2.9 Examples:

2.9.1 The Vat Filer Business Solo product will allow You to create and submit any number of VAT Returns or EC Sales lists for One Business during the period of licence.

2.9.2 The Vat Filer Business Duo product will allow You to create and submit any number of VAT Returns or EC Sales lists for two Businesses during the period of licence.

2.10 ASPL may sell add-on modules to the Non-Practice Products, all of which are currently sold on a specific tax year basis. The purchase of a licence of one such add-on module does not mean that it will be accessible for all tax years.

2.11 For Your convenience, add-on modules may be made available to pre-order before they are released and will become active within the Software in due course by means of an update.

2.12 The Terms and Conditions of Sale under which ASPL sells its Products can be found on the ASPL website (www.taxcalc.com).

3 TERM OF LICENCE (PRACTICE USERS)

Section 3 applies to users identified as Practice users only.

3.1 The Software is built to support one or more Application Modules that includes, but is not limited to, TaxCalc Accounts Production, TaxCalc Tax Return Production, TaxCalc VAT Filer, TaxCalc Company Incorporator, TaxCalc Companies House Forms, TaxCalc Companies House Advanced Integration, TaxCalc Companies House Advanced Integration, Anti-Money Laundering, TaxCalc GDPR Centre, TaxCalc eSign, TaxCalc AML Centre, TaxCalc Practice Management (formerly Client Hub), TaxCalc Practice Manager Plus and TaxCalc Time.. The features of Application Modules will

be advertised on the TaxCalc website www.taxcalc.com and are made available to You within the Software through the purchase of said Products.

3.2 Access to the functions provided by an Application Module or other product is by default granted on an annual basis, unless stated otherwise. Any other period of licence is granted only at ASPL's discretion.

3.2.1 The TaxCalc Practice Manager (formerly Client Hub), HMRC Forms and TaxCalc Company Incorporator and TaxCalc eSign Modules are granted on a perpetual basis once acquired.

3.2.2 Incorporation Credits bought by You are retained on a perpetual basis until consumed.

3.2.2.1 All incorporations require prior purchase of Incorporation Credits from the TaxCalc Website. One Incorporation Credit bought by You is consumed at the point You print or file an incorporation.

3.2.3 Anti-Money Laundering Credits are governed by Section 2.6 of the Terms and Conditions of Sale.

3.2.3.1 All Anti-Money Laundering checks require prior purchase of Anti-Money Laundering Credits from the TaxCalc Website. One Anti-Money Laundering Credits bought by You is consumed at the point You perform an Anti-Money Laundering check.

3.2.4 eSign Envelope Credits bought by You are retained on a perpetual basis until consumed.

3.2.4.1 All eSign Envelopes require prior purchase of eSign Envelope Credits from the TaxCalc Website. One eSign Envelope Credit bought by You is consumed at the point you send an envelope.

3.2.5 The Accounts Production Module applies only to a certain 'allotment' of clients per year, depending on the specific Product purchased. One 'allotment' is consumed at the point when the first accounting period is opened for a client in a given year.

3.2.6 The Companies House Forms Module applies only to a certain 'allotment' of clients per year, depending on the specific Product purchased. One 'allotment' is consumed at the point when the first form is opened for a client in a given year.

3.2.7 The Tax Return Production Module applies to a certain 'allotment' of clients per year, depending on the specific Product purchased. One 'allotment' is consumed at the point when a tax return is printed or filed online to HM Revenue & Customs for a client in a given year.

3.2.8 The VAT Filer Module applies to a certain 'allotment' of clients per year, depending on the specific Product purchased. One 'allotment' is consumed at the point when the first VAT period is opened for a client in a given year.

3.2.9 The AML Centre Module applies to a certain 'allotment' of clients per year, depending on the specific Product purchased. One 'allotment' is consumed at the point when a Client Due Diligence process (Identification, Risk Assessment or SAR) is opened for a client in a given year.

3.2.10 The Practice Manager Plus module applies to a certain 'allotment' of users per year, depending on the specific product purchased. One 'allotment' is consumed by allocating it to a user account within the TaxCalc application. 'Allotments' can be transferred to another user account within the licence period.

3.2.11 The Time module applies to a certain 'allotment' of users per year, depending on the specific product purchased. One 'allotment' is consumed by allocating it to a user account within the TaxCalc application. 'Allotments' can be transferred to another user account within the licence period.

3.2.12 The 'Document Manager powered by SmartVault' Product applies to a certain 'allotment' of users per year. One 'allotment' is consumed by allocating it to a user account, managed through Your SmartVault account and as per SmartVault's own [EULA](#) and [Terms of Service](#).

3.2.13 The MTD VAT Filer Template is granted on a perpetual basis once acquired.

3.3 The purchase of a licence for one Application Module (e.g. TaxCalc Accounts Production) does not provide You with a licence for or give You access to another Application Module (e.g. TaxCalc Tax Return Production). In the event that the provision of access to an Application Module or the features contained with an Application Module is provided without the purchase of a licence, it is done so at ASPL's discretion and may be subject to change.

3.4 To continue or recommence with Your full access to an Application Module after its expiry, You will be required to purchase new annual licences for said Application Module together with any Additional User Licence(s).

3.5 If You fail to purchase a new annual licence for an Application Module:

3.5.1 You will continue to be provided with access to Your data within the Software's database but You will not be able to create new data or make modifications to existing data; and

3.5.2 certain features and functions of the Software to interrogate or otherwise make use of Your data, such as printing or exporting, may be restricted.

3.5.3 the usage of the Software on our Cloud Connect Service will incur additional Service restrictions in line with Section 4 of the [Terms and Conditions of Sale as advertised on the TaxCalc Website](#).

3.5.4 data contained outside the Software's database, such as within the 'Document Manager powered by SmartVault' product (see Section 1.6), will be accessible according to the terms of that product.

3.6 If You downgrade an Application Module, in a manner agreed with TaxCalc, for example to allow fewer returns compared to the previously purchased Product, You will continue to be provided with access to Your completed returns and data within the Software's database but You will not be able to create new data or make modifications to existing data.

3.7 If You have any questions regarding the features or restrictions placed upon any Application Modules, please contact our support team.

3.8 The [Terms and Conditions of Sale](#) under which ASPL sells its Products can be found on the ASPL website (www.taxcalc.com).

4 ANTI-PIRACY PROTECTION AND PROVISION OF ACCESS TO THE INTERNET

4.1 The Software can be installed on a set number of computers, as specified in Your order.

Subsequent installations that exceed the limit will not function.

4.2 In the event that You wish to transfer the Software to another location, You must first uninstall the Software at a location where it currently operates.

4.3 You must provide Your computer equipment with access to the Internet for the Software to be activated by ASPL and to receive updates.

4.4 You must abide by the limitations set out in Section 7.

4.5 Please contact our support team for advice or assistance in this matter.

5 ADDITIONAL USER LICENCES (PRACTICE USERS)

Section 5 applies to users identified as Practice users only.

5.1 Application Modules may be designed to limit access to functionality to a given number of concurrent or non-concurrent users or the number of computers upon which the Software may be installed. You may increase the number of concurrent or non-concurrent users that can connect to an Application Module or the number of computers upon which the Software can be installed by purchasing Additional User Licences.

5.2 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.

6 PROVISION OF COMPUTER NETWORK (PRACTICE USERS)

Section 6 applies to users identified as Practice users only.

6.1 You may operate the Software in either a standalone or network environment. Application Modules may restrict the number of concurrent users that will connect to a central database and/or the number of computers that the Software may be installed upon. You may only alter the number of concurrent users or additional computer installations through the purchase of Additional User Licences.

6.2 To allow multiple connections to a central database, You are required to provide and maintain a computer network that conforms to the specifications as stated in the Software's documentation or as advertised on ASPL's website.

6.3 ASPL 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 Software on Your computer network. In the event that any support is given in this respect, it is done so entirely at ASPL's discretion.

7 RIGHTS AND LIMITATIONS

7.1 Except as expressly set out in this EULA You undertake:

7.1.1 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software; and

7.1.2 not to permit or allow the Software to be downloaded, installed or used by a third party (i.e. a party that is not You or, in the case of Practice Users, is not an employee of Your firm); and

7.1.3 not to disassemble, decompile, reverse engineer, wrap or create derivative works based on the whole or any part of the Software; and

7.1.4 not to attempt to circumvent any mechanisms put in place that would avoid the Software's anti-piracy or licensing measures or to alter the number of concurrent users able to access the Software and/or its database; and

7.1.5 not to incorporate the Software into training materials to be delivered to a third party (i.e. a party that is not You or, in the case of Practice Users, is not Your employee).

7.2 Provided that You are a subject of the EU or UK, consumers are granted a general right to be able to resell a Software licence to a third party provided that certain conditions are met. The nature of the Software is such that these conditions cannot be met, namely that the Software provides You with the ability to complete a set number of tax returns, which are consumed through Your use of the Software. A licence being resold under EU law must be resold in a full and unconsumed state. The Software does not and cannot provide a facility for You to be able to split and therefore resell any unused tax returns. **You therefore have no right to resell the Software to a third party.**

7.3 If You are a Practice User and have purchased a licence for a Product that provides an unrestricted number of sets of accounts or tax returns or other unrestricted output, You may resell Your unexpired portion of Your annual licence to a third party provided that ASPL is able to delete it from Your computer systems. If You request a transfer of Your licence to a third party, You accept that:

7.3.1 You are required to give notice of 30 (thirty) days to ASPL, in writing, of to whom You wish to transfer the licence and of the date that the transfer will be made; and

7.3.2 You accept that You will no longer be able to access the Software or utilise any of the data that You have created with the Software; and

7.3.3 representatives of ASPL will be required to attend all of Your premises, in person, to undertake any and all necessary measures to put the Software beyond Your use; and

7.3.4 the third party to whom the transfer is made will only be able to enjoy the Software up to the date of the original licence's expiry date; and

7.3.5 the terms of this EULA shall be accepted by and govern the usage of the Software by the third party; and

7.3.6 You will be required to cover the cost of each of the activities in Sections 7.3.1 to 7.3.3 inclusive. ASPL will charge a fee of £500 plus VAT per Product per day to You with such amount being payable prior to any action being taken by ASPL. Additional charges may apply, which may include, but are not limited to, preparation time and travel, subsistence and accommodation costs incurred by ASPL's members of staff.

7.4 The usage of our Cloud Connect Service by transfer of the licence to a third party under Section

7 is restricted.

7.5 Practice Users will not be permitted to transfer (by sale or otherwise) any Products which have a restricted number of sets of accounts or tax returns.

7.6 In the event that You are not a subject of the EU or the UK, You have no right whatsoever to transfer, sell or dispose of Your licence to a third party.

7.7 ASPL does not permit third party software to insert, delete, interrogate or in any way interact with data in the Software's database with the exceptions of those mentioned in Section 15.

7.7.1 If You give permission to a third party to interact with the Software's database, for example external practice management software, You do so entirely at your own risk. In accordance with Section 12, ASPL will not be held liable for data or database corruption, for example if the Software is updated and the third party software is not updated (and vice versa).

7.7.2 You cannot give permission to a third party to interact with a Cloud Connect database.

8 TERMINATION OF LICENCE

8.1 ASPL may terminate this EULA immediately by written notice to You if:

8.1.1 You commit a material or persistent breach of this EULA; or

8.1.2 a petition for a bankruptcy order to be made against You has been presented to the court; or

8.1.3 You suspend, or threaten to suspend, payment of Your debts or are unable to pay Your debts as they fall due or You admit inability to pay Your debts or are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986; or

8.1.4 You commence negotiations with all or any class of Your creditors with a view to rescheduling any of Your debts, or makes a proposal for or enter into any compromise or arrangement with Your creditors other than for the sole purpose of a scheme for Your solvent amalgamation with one or more other companies or Your solvent reconstruction; or

8.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with Your winding up other than for the sole purpose of a scheme for Your solvent amalgamation with one or more other companies or Your solvent reconstruction; or

8.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over You; or

8.1.7 the holder of a qualifying floating charge over Your assets has become entitled to appoint or has appointed an administrative receiver; or

8.1.8 a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets; or

8.1.9 a creditor or encumbrancer of Yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the

whole or any part of Your assets and such attachment or process is not discharged within 14 (fourteen) days; or

8.1.10 any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (8.1.2) to subsection (8.1.9) (inclusive); or

8.1.11 You suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of Your business.

8.2 Upon termination of the EULA by ASPL for reasons given in Section 8.1 above:

8.2.1 all rights granted to You under this EULA shall cease; and

8.2.2 all rights granted to ASPL under this EULA shall survive the termination and shall continue to be enforceable; and

8.2.3 You will cease all activities authorised by this EULA; and

8.2.4 You shall forfeit any unused consumable credits used for Credit-Based Services, as described in Section 3.2.

8.3 Upon termination for any other reason (for example, if a credit card payment results in denied funds):

8.3.1 all rights granted to You under this EULA shall cease, save for continued access to Your data as stated in Section 3.5.1 (Practice Users only); and

8.3.2 all rights granted to ASPL under this EULA shall survive the termination and shall continue to be enforceable.

9 UPDATES

9.1 From time to time, ASPL may update the Software, which may include updates to data sets built into the software, such as dividend data. You do not need to have an active licence to receive an update.

9.2 In order that You can receive any updates, You shall ensure that Your computer hardware has access to the Internet. ASPL will not deliver updates using any other methods other than via the Internet.

9.3 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.

9.4 If You choose not to install an update, ASPL reserves the right to cease the provision of ongoing support until Your installation of the Software is fully updated.

9.5 It is good practice to take a back up of Your data before running any updates and You are strongly encouraged to do so.

9.6 The usage of our Cloud Connect Service has additional implications in regard to updating, as

stipulated in Section 4 of the [CSA](#) as advertised on the TaxCalc Website.

10 DELIVERY

10.1 The Software, updates and any associated materials are provided in electronic format and delivered as stipulated in Section 5 of the [Terms and Conditions](#) as advertised on the TaxCalc Website. Instructions on how to activate Your licence(s) are included in the Software's documentation.

11 INSTALLATION TROUBLESHOOTING

11.1 ASPL 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 Software on Your computer network. The Software, and its deployment by its installer, is designed to be used in accordance with the methods of installation provided by said installer application. In the event that any support is given to troubleshoot any deviation from how the installer deploys the Software, it is done so entirely at ASPL's discretion.

11.2 An exception to 11.1 is when the TaxCalc product is installed with the TaxCalc Cloud Connect service. In this specific instance ASPL does extend technical support or assistance with the troubleshooting of the deployment of the Cloud portions of the Software on TaxCalc's system.

11.3 Any failure of the Software to install or subsequently operate because You have failed to follow the methods of installation provided by the installer will not provide You with any right to a refund.

12 INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES, AND ACKNOWLEDGMENT, AND INDEMNITY

12.1 To the extent that You are not a Consumer (a Consumer being a person who is taking a licence of the Software for purposes that are not related to their trade, business or profession) and to the maximum extent permitted by applicable law:

12.1.1 in no event shall ASPL 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 Software, 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 ASPL or any supplier, and even if ASPL or any supplier has been advised of the possibility of such damages; and

12.1.2 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 ASPL 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 ASPL

with respect to any breach of ASPL's obligations) shall be limited to the amount actually paid by You for the Software in the preceding 12 month period. The foregoing limitations and exclusions shall apply to the maximum extent permitted by applicable law.

12.2 To the extent that You are a Consumer:

12.2.1 ASPL warrants for a period of 12 (twelve) months from purchase that the Software 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 when deployed in the manner provided by the Software's installer; and

12.2.2 non-substantial variation from the agreed upon functionalities will not establish any warranty rights; and

12.2.3 this warranty does not apply to the Software or any Application Module when used in any trial mode (if provided) or to the extent that the Software fails to perform because You are or have been in breach of this EULA.

12.2.4 To make a warranty claim, You must notify ASPL in writing within 1 (one) week of becoming aware of a breach of warranty. ASPL will then verify with You whether there is a defect in the Software or advise otherwise. If there is a defect in the Software, You may request either a refund or a replacement.

12.2.5 In the event that Your warranty details are substantiated, ASPL will meet Your request for replacement Software or, unless it is not reasonable to do so, ASPL will provide You with a refund.

12.2.6 Please note that the provisions of Sections 12.1.1 and 12.1.2 shall apply to any damages claims that You make in respect of Your use of the Software. However, ASPL shall be liable for direct losses that are reasonably foreseeable in the event of a breach by ASPL of this agreement. For example, if a virus can be shown to have been introduced to Your systems specifically via the medium of ASPL software. You must take all reasonable measures to avoid and reduce damages, in particular by making back-up copies of Your computer data.

12.3 Where You have bought a licence for Software that

12.3.1 prepares tax returns:

12.3.1.1 the Software is intended to assist You in the preparation of tax returns. It does not and cannot verify the accuracy or correctness (including continued correctness) of the material entered by You and/or populated from a database stored within the Software and/or populated via API (see Section 15), calculate a tax liability definitively nor assist in the organisation of tax affairs.

12.3.1.2 Whilst every reasonable effort has been made to ensure that the personal tax computation, corporation tax computation, illustrations and examples made using the Software 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.

12.3.2 prepares sets of financial statements:

12.3.2.1 the Software is intended to assist You in the preparation of financial statements for, but not limited to, sole traders, partnerships and limited companies. It will prepare these using relevant GAAP (Generally Accepted Accounting Principles) prevalent at the time. It does not and cannot verify the accuracy or correctness (including continued correctness) of the material entered by You or definitively confirm the correct disclosure of matters within a set of financial statements.

12.3.2.2 Whilst every reasonable effort has been made to ensure that sets of financial statements are compliant (including iXBRL compliance) for the purposes of reporting to You, Your client, HM Revenue and Customs and Companies House, it is Your responsibility to ensure that You are satisfied with them and that they meet reporting requirements. If You are in any doubt in relation to these matters, You must seek appropriate professional advice.

12.3.3 predicts a future tax liability

12.3.3.1 You acknowledge that such calculations are based on rates, allowances and rules as published at point of development and are in no way to be construed as to be an entirely accurate calculation of that future tax liability. It is simply a reflection of a likely calculation and should be used solely as a tool for You to see the general impact of different circumstances to Your future tax liability.

12.3.4 prepares VAT returns:

12.3.4.1 the Software is intended to assist You in the preparation and online filing of a VAT returns. It does not and cannot verify the accuracy or correctness (including continued correctness) of the material entered by You and/or populated from a database stored within the Software and/or populated via API (see Section 15), calculate a tax liability definitively nor assist in the organisation of tax affairs. The software is incapable of filing the VAT return by paper.

12.3.4.2 the MTD VAT Filer Template is intended to assist you in providing digital links when creating VAT returns. It does not and cannot verify the accuracy or correctness (including continued correctness) of the information entered by You.

12.3.5 prepares incorporations:

12.3.5.1 the Software is intended to assist You in the preparation of incorporations for, but not limited to, Private Limited by Shares, Private Limited by Guarantee and Limited Liability Partnerships (LLPs).

12.3.5.2 Whilst every reasonable effort has been made to ensure that incorporations are compliant for the purposes of You, Your client and Companies House, it is Your responsibility to ensure that You are satisfied with a given incorporation and that they meet requirements. If You are in any doubt in relation to these matters, You must seek appropriate professional advice.

12.3.6 prepares forms for Companies House and/or HMRC:

12.3.6.1 the Software is intended to assist You in the preparation and online filing of forms to Companies House and/or HMRC. It does not and cannot verify the accuracy or correctness (including continued correctness) of the material entered by You and/or populated from a database stored within the Software and/or populated via API (see Section

15). The software is incapable of filing the form by paper.

12.3.7 requests and stores the results of Anti-Money Laundering checks:

12.3.7.1 the Software is intended to assist You in requesting Anti-Money Laundering checks through communication with Equifax. It does not and cannot verify the accuracy or correctness (including continued correctness) of the material entered by You and/or populated from a database stored within the Software and/or populated via API from Equifax (see Section 15).

12.3.7.2 the Software only stores the results of Anti-Money Laundering checks. It does not store any of the supporting documentation.

12.3.8 records consent management for personal data:

12.3.8.1 the Software is intended to assist You in recording and reporting on details in relation to Your Clients' consent agreements. It does not and cannot verify the accuracy or correctness (including continued correctness) of the material entered by You.

12.3.9 requests and compares details from incorporated entities and their officers/shareholders from Companies House:

12.3.9.1 the Software is intended to assist You in the creation and administration of client data using information provided by Companies House. It does not and cannot verify the accuracy or correctness (including continued correctness) of the material entered by You and/or populated via API from Companies House (see Section 15) within the Software.

12.3.10 sends documents electronically to obtain approval from clients:

12.3.10.1 the software is intended to assist you in the creation, electronic delivery and electronic signing of envelopes containing documents that require client approval. The envelopes are created within the software and then passed to 'Signable' (our third party service provider) to manage the notifications and approval of the documents. It does not and cannot verify the accuracy or correctness (including continued correctness) of material entered by You and/or populated from a database stored within the Software and/or data received via API from Signable (see Section 15).

12.3.11 assists you in complying with Data Protection Regulations such as the 'General Data Protection Regulations' and 'Data Protection Act 2018':

12.3.11.1 the Software is intended to assist You in recording, assessing and reporting on processes and data in relation to Your Clients' Personal Information and following the principles recommended by the Information Commissioner's Office. It does not and cannot verify the accuracy or correctness (including continued correctness) of the material entered by You and does not guarantee compliance the relevant laws and regulations.

12.3.12 assists you in complying with Anti-Money Laundering Regulations such as the 'Fourth Money Laundering Directive':

12.3.12.1 the Software is intended to assist You in recording, assessing and reporting on processes and data in relation to Your Firms compliance with money laundering regulations and due diligence checks. It does not and cannot verify the accuracy or correctness (including continued correctness) of the information entered by You and does not guarantee

compliance to the relevant laws and regulations.

12.3.13 assists you in practice management administration such as task workflows and time recording:

12.3.13.1 the Software is intended to assist you in the creation and administration of practice management functions such as workflows and time recording. It does not and cannot verify the accuracy or correctness (including continued correctness) of the information entered by You.

12.3.14 provides document storage and management (through our reseller arrangement with SmartVault:

12.3.14.1 the software is intended to assist you in the storage and management of documents. These functions are handled by 'SmartVault' (our third party service provider). It does not and cannot verify the accuracy or correctness (including continued correctness) of material entered by You and/or populated from a database stored within the Software and/or data received or sent via API from SmartVault (see Section 15).

12.4 Where You have use of or access to feature or Product labeled, advertised or described as 'beta', You acknowledge that the performance or nonperformance of such areas are neither expected nor guaranteed, nor are the accuracy or correctness of any output from such areas. You agree to use all such 'beta' areas at Your own risk.

12.4.1 Some third party services usable by the Software, such as APIs provided by Companies House or HMRC, may be designated by the third party as being in a 'beta' state. As it is a third party service, there may not be a 'beta' label apparent in the Software. The performance or nonperformance of such services are neither expected nor guaranteed, nor the accuracy or correctness of any output from such services. You agree to use all such third party services at Your own risk.

12.5 ASPL shall indemnify the Customer against any and all losses, damages, costs and expenses (including without limitation legal fees) which the Customer may sustain or incur in final judgement or agreed binding settlement in connection with any claim by a third party that the supply to, or use by, the Customer of the Software infringes their Intellectual Property Rights ("IPR Claim").

12.6 Liability under the indemnity in Section 12.5 is conditional on the Customer discharging the following obligations. If any third party makes an IPR Claim, or notifies an intention to make an IPR Claim, against the Customer which may reasonably be considered likely to give rise to a liability under the indemnity in Section 12.1 , the Customer shall:

- a) promptly, upon becoming aware of any IPR Claim, notify ASPL and provide to ASPL reasonable assistance, at ASPL's expense, which ASPL may reasonably request in connection with the defence of any such IPR Claim;
- b) not make any admission as to liability or compromise or agree to any settlement or any IPR Claim without the prior written consent of ASPL; and
- c) give ASPL sole authority to avoid, dispute, compromise or defend the IPR Claim.

12.7 If any IPR Claim is made, ASPL shall at its own expense and sole option either:

12.7.1 obtain for the Customer the right to continue using the Services, ASPL Content, and the Third Party Content in the manner permitted under this EULA; or

12.7.2 modify or replace the infringing part of the Services, ASPL Content, or the Third Party Content so as to avoid the infringement or alleged infringement, without prejudice to the representations and warranties in Section 12.1.

13 ADOBE ACROBAT READER

13.1 The versions of the Software that operate on the Mac OS X operating system will use the built in Preview application to render PDF documents.

13.2 In all other versions, the Software requires an installation of Adobe Acrobat Reader in order to provide certain features. Generally, the most recent versions of Adobe Reader are capable of working with the Software and ASPL will provide advice and guidance as to which version of the product should be installed on Your computer hardware.

13.3 ASPL cannot guarantee that other PDF reader application will work with the Software and in the event that You install such an alternative, You agree to accept all responsibility and liability for using such an alternative.

14 MICROSOFT OFFICE

14.1 The Software requires an installation of Microsoft Office in order to provide certain features. Generally, the Software will support versions of Microsoft Office from version 2007 onward (often via software extensions made available by Microsoft) but it is recommended that You use a more recent version.

14.2 ASPL cannot guarantee that any similar product that is not Microsoft Office will work with the Software, if at all, and in the event that You install such an alternative, You agree to accept all responsibility and liability for using such an alternative.

15 ONLINE SERVICES AND 3rd PARTY APPLICATION PROGRAMMING INTERFACES (APIs)

15.1 In order that a tax return, VAT return or information request can be filed online to HM Revenue and Customs or a set of limited company financial statements can be filed online to Companies House or an Anti-Money Laundering check be performed through Equifax or an eSign Envelope can be sent for online approval via Signable, You are required to provide a connection to the internet. It is Your sole responsibility to establish and maintain adequate access and to provide and maintain all necessary equipment.

15.1.1 In order that a company can be incorporated via the Company Incorporator module to Companies House, You are required to provide a connection to the internet for the duration of the process (as well as at the point of submission). It is Your sole responsibility to establish and maintain adequate access and to provide and maintain all necessary equipment.

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

15.2.1 that HMRC will continue such a service; and

15.2.2 the type of returns that the HMRC service will accept; and

15.2.3 the availability of the HMRC service.

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

15.4 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.

15.5 HM Revenue & Customs (HMRC) provides a service (via APIs) allowing some taxpayer information to be obtained directly from HMRC and populated into our product. ASPL does not guarantee:

15.5.1 that HMRC will continue such a service; and

15.5.2 the data that the HMRC service will make available; and

15.5.3 the accuracy of the data transmitted/received; and

15.5.4 the availability of the HMRC service.

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

15.7 Companies House provide a service allowing the filing of certain Limited Company formats online. ASPL does not guarantee:

15.7.1 that Companies House will continue such a service; and

15.7.2 the formats of Limited Company accounts that the Companies House service will accept; and

15.7.3 the availability of the Companies House service.

15.8 ASPL is not in any way responsible for any interference with or interruption to Your use of or access to the Companies House online filing service. ASPL may at any time change or discontinue any aspect of, availability or feature of its online functionality.

15.9 You are responsible for ensuring that the any submissions You have made to Companies House have been received and accepted by them and, if necessary, for filing the financial statements manually.

15.10 In the event that ASPL determines to end provision of a Credit-based Service or the provision of a Credit-based Service is transferred to a third party, credit notes will be offered as detailed in the [Terms and Conditions of Sale](#) for any unused credits;

15.11 In the event that a necessary third party ends provision of (or a necessary component of):

15.11.1 a Credit-based Service (for example, Companies House ceases provision of an online

company incorporation function), ASPL will end provision of the affected Credit-based Service and credit notes will be offered as detailed in the [Terms and Conditions of Sale](#) for any unused credits;

15.11.2 a non-Credit-based Service (for example, end of a reseller relationship) within a licence period, ASPL will end provision of the affected non-Credit-based Service and credit notes will be offered as detailed in the [Terms and Conditions of Sale](#) for any portion of the relevant licence.

15.12 In the event that You decide to end usage of a Credit-based Service, You shall not be reimbursed for any unused credits (such as Incorporation Credits), unless this coincides with a situation as described in 15.10.

15.13 Some third parties (for example, XERO Limited, Quickbooks) provide an API enabling the importing/exporting of trial balance and other accounting data from/to their software from/to the TaxCalc software. This functionality is only ever performed at Your instruction. Usage of this functionality is entirely at your own risk. ASPL does not guarantee:

15.13.1 any part of the third party API;

15.13.2 the security of the third party API or data protection treatment of the data transmitted/received;

15.13.3 the accuracy of the data transmitted/received;

15.13.4 that the third party APIs will continue as a service.

15.14 ASPL is not in any way responsible for any interference with or interruption to Your use or access to the third party APIs. ASPL may at any time change or discontinue any aspect of, availability or feature of its online functionality.

15.15 Signable provides a service storing documents sent from TaxCalc that allows additional parties/clients to access, view and approve the documents electronically.

15.15.1 ASPL does not guarantee:

15.15.1.1 that Signable will continue such a service; and

15.15.1.2 the type of documents that the Signable service will accept; and

15.15.1.3 the availability of the Signable service.

15.15.2 ASPL is not in any way responsible for any interference with or interruption to Your use of or access to the Signable e-signing service. ASPL may at any time change or discontinue any aspect of, availability or feature of its online functionality.

15.15.3 You are responsible for ensuring that the documents that You have sent have been received and accepted by Your recipients.

15.15.4 eSign Acceptable Use Policy (eAUP)

This eSign Acceptable Use Policy applies only to Your use of the TaxCalc eSign Application Module. It specifically describes how the You should (and should not) use the service. If You breach the eAUP, You are at fault.

While using the eSign Application Module, You SHALL NOT:

- 1) infringe any Third Party's Intellectual Property Rights;
- 2) infringe ASPL's Intellectual Property Rights;
- 3) breach any applicable law, regulations or order of the authorities;
- 4) process Third Party's Personal Data illegally;
- 5) breach any other Third Party's rights which are different from above points 1) and 4);
- 6) upload or introduce malicious code, viruses, trojan horses, e-mail bombs, spyware, malware or other similar software;
- 7) allow Third Parties external to Your organisation to use the Services unless authorised in writing by ASPL;
- 8) send unsolicited e-mail or communications of any kind;
- 9) support in any way illegal activities;
- 10) misrepresent or obscure the identity of Your users;
- 11) send any illegal contents;
- 12) violate any applicable export and re-export control legislation or regulations;
- 13) upload or introduce encryption software in violation of national or international exporting legislation;
- 14) use means which can cause a breach of security of ASPL's eSign service or equipment, including Penetration Testing, Performance Testing or executing Monitoring Agents against the eSign service;
- 15) use means which can cause a disruption of the eSign service, including Penetration Testing, Performance Testing or executing Monitoring Agents against the eSign service;
- 16) use anonymised or misleading networking end points.

While using the Services, You SHALL:

- 17) adopt secure usernames, passwords and any other security measures in relation to the access to the eSign service in line with best practice and any instructions provided by ASPL;
- 18) inform ASPL in case of loss of any usernames, passwords or any other security measures for accessing the Services, not later than 3 (three) Working Days from the discovery;
- 19) inform all Your users (employees, officers, consultants) of the terms and conditions of this AUP;

20) process Personal Data of Third Parties in accordance with applicable legislation (e.g. if so required under applicable law, provide full notice to the Data Subjects and obtain their valid consent, notify the Processing of Personal Data with the competent data protection authority, implement any security measures on its side of the Service to ensure full compliance with the legislation, monitor the Services);

21) obtain the consent of the owners of the Intellectual Property Rights to use their works on or through the eSign service.

15.16 Revenera provide a service to collect operating system, hardware and architecture information. This is used to ensure the operation of our software on differing environments. For further information, please see our Privacy Policy.

15.17 SmartVault provides a service storing and managing documents that allows parties to access, view and alter the documents electronically.

15.17.1 ASPL does not guarantee:

15.17.1.1 that SmartVault will continue such a service; and

15.17.1.2 the type of documents that the SmartVault service will accept; and

15.17.1.3 the availability of the SmartVault service.

15.17.2 ASPL is not in any way responsible for:

15.17.2.1 any interference with or interruption to Your use of or access to the SmartVault document management service; and

15.17.2.2 SmartVault's decisions to at any time change or discontinue any aspect of, availability or feature of, its online functionality; and

15.17.2.3 your own usage of the API service to interact with SmartVault from within the Software, including ensuring the correct usage of relevant SmartVault credentials.

15.17.3 Please refer to SmartVault's own [EULA](#), [Privacy Policy](#) and [Terms of Service](#) that govern SmartVault's agreements with You and Your usage of their service.

16 TAXCALC HEALTH CHECK

16.1 During the course of any support request, You may be asked to submit to Us a TaxCalc Health Check. This will generate and send to Us a file of information about Your computer system that will include installation logs, operating system version, installed drivers and other installed applications. This information will be used to help diagnose and remedy any technical issue that You may be experiencing.

16.2 If You are not comfortable with supplying this information, You do not have to use TaxCalc Health Check. However, You should be aware that ASPL's ability to provide any remedy to a technical problem will be limited. Your refusal to provide information to ASPL using TaxCalc Health Check does not constitute a valid reason to request a refund.

16.3 Any information sent to ASPL using TaxCalc Health Check will be treated in accordance with the [Privacy Policy](#) as advertised on the TaxCalc Website.

17 ADMIN PASSWORD RESET (PRACTICE USERS)

Section 17 applies to users identified as Practice users only.

17.1 The Practice versions of the Products use an account called the "admin" account, which is provided by default and has access to all of the higher functions of the software. When You install the software for the first time, You will be asked if You would like to set a password for this account.

17.2 In the event that You forget or lose the password, You can reset it Yourself using the password reset function. This function will send a reset email to the email address that was used to register Your customer account. Follow the instructions within the email to complete the password reset.

17.3 You can also request that We carry out the reset on Your behalf. In doing so, You can elect to set a new password with Us and it will be transmitted in an encrypted form to Your computer.

17.4 At no stage does ASPL keep a copy of Your password and is unable to retrieve any passwords once they have been set. The reset process is entirely one-way.

17.5 If You have no other users of the Software, You can elect to disable password protection of the "admin" account altogether. Please contact our support team for more information.

18 DATA PROTECTION NOTICE

18.1 All data collected by ASPL from the Software will be treated in accordance with our [Privacy Policy](#) in instances where ASPL is the data controller and, where You have also agreed to a CSA, [Attachment 3 \(Data Protection\) of the CSA](#) describes the treatment of data where ASPL is the data processor.

18.2 You acknowledge that this [Privacy Policy](#) and any applicable [CSA](#) provides You with notice of how ASPL may use Your data in relation to the Software.

18.3 In addition, our [Information Security Policy](#) describes our approach to data security and our commitment to secure practices in general.

18.4 In regard to the 'Document Manager powered by SmartVault' Product, Section 4.3 of our Privacy Policy details the areas where ASPL is the data controller of Your data. Otherwise, SmartVault's own [EULA](#), [Privacy Policy](#) and [Terms of Service](#) govern SmartVault's agreements with You and their usage of Your data.

19 THIRD PARTY LIBRARIES

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19.3.2 Both ASPL, 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.

19.3.3 You acknowledge that You are supplied with historical data applicable only to the tax year that Your Software provides.

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19.5 Qt Notice

19.5.1 Qt is a cross-platform application and UI framework which is licensed under LGPL v2.1, details available here: <http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html>

19.6 PoDoFo Notice

19.6.1 The PoDoFo library is a free, portable C++ library which includes classes to parse PDF files and modify their contents. PoDoFo is licensed under LGPL, details available here: <http://www.gnu.org/copyleft/lesser.html>

19.7 o2 Notice

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19.8 Qt Installer Framework Notice

19.8.1 In developing the Software, We have applied patches to correct behaviour with the open source Qt Installer Framework.

Under the terms of the library's licence, We hereby provide a link to the package of modified

sources here: <http://www.taxcalc.com/files/qtSources/modified-libs.7z>

19.8.2 The modified library is distributed under the terms of the LGPL, which can be read here: <http://www.gnu.org/licenses/lgpl.html>

19.8.3 We distribute the link to the patch in the hope that it will be useful to another developer. This is provided "as is" with no express or implied warranty as to fitness for purpose. We provide no support on how to use it and any reliance upon the patched library in Your own work is entirely at Your own risk.

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19.11.1 In developing the Software, We have used the Crypto++ library for the encryption and decryption of data. Details of the Crypto++ copyright and licence are as follows:

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