PLEASE READ CAREFULLY BEFORE ACCESSING OUR SOFTWARE:

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Solutions For Accounting Limited (CRN: 03501282) of Sherwood House, 7 Gregory Boulevard, Nottingham, NG7 6LB (**Licensor, us** or **we**) for:

- Solutions Direct Debit Module for Sage Intacct (**Software**); and
- printed materials (if any) and electronic documents related to or associated with the Software (**Documents**).

We license use of the Software and Documents to you on the basis of this Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

You should print a copy of this Licence for future reference.

1. GRANT AND SCOPE OF LICENCE

1.1 In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we grant to you a non-exclusive, non-transferable and non-sublicensable licence to use the Software and the Documents in the UK on the terms of this Licence.

1.2 You may:

1.2.1 download, install and use the Software for your internal business purposes only, for the number of concurrent users agreed;

1.2.2 receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by us from time to time; and

1.2.3 use any Documents in support of the use permitted under this condition 1.2.

2. RESTRICTIONS

2.1 Except as expressly set out in this Licence or as permitted by any local law which cannot lawfully be excluded by this Licence, you undertake:

2.1.1 not to copy the Software or Documents;

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

2.1.3 not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs (except its interaction with Sage Intacct)

2.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

2.1.4.1 is used only for the purpose of achieving inter-operability of the Software with another software program; and

2.1.4.2 is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

2.1.4.3 is not used to create any software which is substantially similar to the Software;

2.1.5 to supervise and control use of the Software and ensure that the Software is used by your personnel only in accordance with the terms of this Licence;

2.1.6 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your personnel without prior written consent from us; and

2.1.7 to comply with all applicable technology control or export laws and regulations.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence.

3.2 You acknowledge that you have no right to have access to the Software in source code form.

3.3 In relation to all documents, information, items and materials in any form, whether owned by you or any third party, which are provided by you to us in connection with this Licence and/or the Software or Documents (together, **Your Materials**), you grant to us a fully paid-up, non-exclusive, royalty-free, transferable licence to use, copy and modify Your Materials for the purpose of performing our obligations under this Licence and under our agreement(s) with any third parties between you and us in the supply chain for the Software and Documents (**Intermediaries**, such agreements being **Intermediary Agreements**).

3.4 You:

3.4.1 Warrant that the receipt and use by us of Your Materials in the performance of this Licence and any Intermediary Agreements shall not infringe the rights (including intellectual property rights) of any third party; and

3.4.2 Indemnify us from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of or damage to reputation, and all interest, penalties and professional costs and expenses (including legal costs calculated on a full indemnity basis)) suffered or incurred by us arising out of or relating to any claim brought against us, our agents, subcontractors, consultants or Intermediaries for actual or alleged infringement of a third party's rights (including intellectual property rights) arising out of, or in connection with, the receipt or use of Your Materials.

4. LIMITED WARRANTY

4.1 We warrant that the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents during the term of the Licence (**Warranty Period**).

4.2 If, within the Warranty Period, you notify us in writing of any material defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

4.3 The warranty does not apply:

4.3.1 if the defect or fault in the Software results from you or any third party not approved in writing by us having altered or modified the Software (or attempted to do so); or

4.3.2 if the defect or fault in the Software results from you having used the Software in breach of the terms of this Licence.

4.4 The Supplier does not warrant that:

4.4.1 Your use of the Software will be uninterrupted or error-free;

4.4.2 The Software and Documents (or the information you obtain through using them) will meet your requirements;

4.4.3 The Software will be free from:

4.4.3.1 vulnerabilities (meaning a weakness in the computational logic (for example code) that, when exploited, results in a negative impact to the confidentiality, integrity or availability thereof); or

4.4.3.2 viruses (meaning any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunication service, equipment or network or any other service or

device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or date (whether by re-arranging, altering or erasing the programme or data in whole or in part, or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices); or

4.4.4 The Software will comply with any heightened cybersecurity requirements (meaning any laws, regulations, codes, guidance (whether from regulatory or advisory bodies and whether mandatory or not), international or national standards, industry schemes and sanctions, which are applicable either to you or some of your personnel relating to security of network and information systems and security breach and incident reporting requirements, which may include the Cybersecurity Directive ((EU) 2016/1148), the Commission Implementing Regulation ((EU) 2018/151) and the Network and Information Systems Regulations (SI 506/2018), all as amended or updated from time to time).

5. LIMITATION OF LIABILITY

5.1 You acknowledge that the Software has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.

5.2 We only supply the Software and Documents for internal use by your business, and you agree not to use the Software or Documents for any re-sale or other purposes.

5.3 We shall not in any circumstances whatever be liable to you arising under or in connection with the Licence for:

5.3.1 loss of profits or revenue;

5.3.2 loss of sales or business;

5.3.3 loss of agreements or contracts;

5.3.4 business interruption;

5.3.5 loss of anticipated savings;

5.3.6 wasted or increased expenditure;

5.3.7 loss of use or corruption of software, data or information;

5.3.8 loss of business opportunity, goodwill or reputation;

5.3.9 losses under your contracts or agreements with any third party;

where any of the losses set out in condition 5.3.1 to condition 5.3.9 are direct or indirect; or

5.3.10 any special, indirect or consequential loss, damage, charges or expenses.

5.4 Other than the losses set out in condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence shall in all circumstances be limited:

5.4.1 For damage to property caused by our employees' or agents' negligence, to £2.5 million per event and in the annual aggregate; and

5.4.2 For all liability not described in condition 5.4.1, to a sum equal to 125% of the licence fee you pay to secure access to the Software.

5.5 Nothing in this Licence shall limit or exclude our liability to the extent that such liability cannot be lawfully excluded or limited (as applicable) under English law.

5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

5.7 Unless you notify us that you intend to make a claim within 30 days of the date on which you became aware (or should reasonably have become aware) of the act or omission giving rise to a potential claim occurring, then we shall have no liability for that event.

5.8 All references to liability in this condition 5 shall be construed as references to liability under any legal theory, including within limitation liability under contract, tort (including negligence), statutory duty or otherwise.

6. NON-SOLICITATION

You shall not, without our prior written consent, at any time during the term of this Licence and the period of 12 months after its expiry, solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of us providing services related to this Licence either directly or via an Intermediary.

7. SUSPENSION

Without prejudice to any other right or remedy we may have, if we do not receive payment of the licence fee applicable to this Licence in full and on or before the due date for such payment under the applicable Intermediary Agreement, or if you fail to fully and completely comply with condition 8, we may suspend your access to all or part of the Software and Documents until full payment is received. For the avoidance of doubt, it is your responsibility to procure that the relevant Intermediary makes payment to us before we will grant your access to the Software and Documents, including in respect of any renewal of this Licence.

8. YOUR RESPONSIBILITIES

8.1 You shall:

8.1.1 Ensure that your personnel use the Software and the Documents in accordance with this Licence and shall be responsible for the breach of this Licence by any of your personnel;

8.1.2 Ensure that your network and systems comply with any relevant specifications provided to you by us or any Intermediary from time-to-time;

8.1.3 Be solely responsible for procuring, maintaining and securing your network connections and telecommunications links, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network or telecommunications links or caused by the internet;

8.1.4 Provide and/or procure the provision of (as applicable) such cloud-hosting and related matters as are required for the ongoing operation of the Software.

8.2 Where our obligations under the relevant Intermediary Agreement(s) extend beyond simply licensing the Software and Documents to you, then you must provide all cooperation and assistance requested by us and reasonably required to allow us to perform our obligations under the relevant Intermediary Agreement.

9. TERMINATION

9.1 We may terminate this Licence immediately by written notice to you if:

9.1.1 you or your personnel commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or

9.1.2 the applicable Intermediary does not pay the licence fee to us which is applicable to this Licence on or before the due date.

9.2 On termination for any reason:

9.2.1 all rights granted to you under this Licence shall cease;

9.2.2 you must immediately cease all activities authorised by this Licence; and

9.2.3 you must immediately and permanently delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at

our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

10. COMMUNICATIONS BETWEEN US

10.1 We may update the terms of this Licence at any time on notice to you in accordance with this condition 10. Your continued use of the Software and Documents following the deemed receipt and service of the notice under condition 10.3 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software and Document on the deemed receipt and service of the notice.

10.2 If we have to contact you, we will do so by email or by pre-paid post to the address you used for the Zoho Sign document by which you accepted this Licence.

10.3 Note that any notice:

10.3.1 given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and

10.3.2 given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

10.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 11.2.

11.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks or defects or deficiencies in any software or hardware with which our Software interacts.

11.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

11.3.1 our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

11.3.2 we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Software and the Documents and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in https://www.solutionsforaccounting.co.uk/privacy-policy/ and it is important that you read that information.

13. OTHER IMPORTANT TERMS

13.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

13.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

13.3 This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.

13.4 You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it.

13.5 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.

13.6 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

13.7 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

13.8 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

13.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

Company:	{{CO:R1 }}
Print Name:	{{N:R1 }}
Position:	{{JT:R1 }}
Date:	{{SD:R1 }}
Signature:	{{S:R1 }}

T 0115 840 5075
E enquiries @ solutionscloud.uk
W www.solutionscloud.uk

Holly Farm | Clipstone Road | Edwinstowe | Nottinghamshire | NG21 9JD
Registered Office: Solutions for Accounting Limited, Sherwood House, 7 Gregory Boulevard, Nottingham, NG7 6LB Registered in England No. 3501282 VAT NO. 705952037