

SOFTWARE LICENCE AGREEMENT

This licence agreement (**Licence**) is a legal agreement between you (**Licensee or You**) and Keytime Objective Limited of Riding Court House, Riding Court Road, Datchet, Slough SL3 9JT (**Licensor or Us**) for the licence of the software product (**Software**) that you wish to evaluate (**Trial**) or that You have subscribed to for use of the Software for an agreed period (**Term**) by payment of the licence fee (**Licence Fee**) which includes computer software, the data supplied with it, the associated media, printed materials and electronic documentation (**Documentation**) subject to the terms of this agreement.

1. GRANT AND SCOPE OF LICENCE

1.1 In consideration of You agreeing to abide by the terms of this Licence, the Licensor hereby grants to You a non-exclusive, non-transferable licence to use the Software during the Trial or for the Term after payment by You of the Licence Fee. You acknowledge and agree that the Software will, or may automatically "time out" (that is to say, cease to operate) at the end of the Trial or the Term if You have not paid the Licence Fee for renewal.

1.2 You may:

- (a) install and use the Software for your business purposes only, either:
 - (i) on one computer if the Licence is a single-user licence or the Software is for single use; or
 - (ii) if the Licence is a multi-user or network licence, for the number of concurrent users agreed between you and Us;
- (b) transfer the Software from one computer to another provided it is used on only one computer at any one time;
- (c) make up to 2 copies of the Software for back-up purposes only subject to compliance with the undertakings set out in condition 2, below;
- (d) receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time;
- (e) use any Documentation in support of the use permitted under condition 1.1 and make up to 2 copies of the Documentation as are reasonably necessary for its lawful use.

2. LICENSEE'S UNDERTAKINGS

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Software or Documentation except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;

- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;
- (c) 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;
- (d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things 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:
 - (i) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (ii) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
 - (iii) is not used to create any software which is substantially similar to the Software;
- (e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (f) to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;
- (g) to replace the current version of the Software with any updated or upgraded version or new release provided by the Licensor under the terms of this Licence immediately on receipt of such version or release;
- (h) to include the copyright notice of the Licensor on all entire and partial copies of the Software in any form;
- (i) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from the Licensor;

2.2 You must permit the Licensor and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software or the Documentation is being kept or used, and any records kept pursuant to this Licence, for the purpose of ensuring that you are complying with the terms of this Licence.

3. FEES

3.1 Save for a Licence granted solely for a Trial You shall pay to the Licensor the Licence Fee on entering into this agreement or monthly, in advance on or before the first day of the

month in question in accordance of the terms of a deferred payment arrangement agreed with Us and set out in a Deferred Payment Agreement signed by You.

- 3.2 All sums payable under this licence are exclusive of VAT for which You shall be responsible.
- 3.3 If You fail to pay any amount payable by You under this licence the Licensor may charge You interest on the overdue amount (payable by You immediately on demand) from the due date up to the date of actual payment, after as well as before judgment, at the rate of 5% per annum above the base rate for the time being of National Westminster Bank plc. Such interest shall accrue on a daily basis and be compounded quarterly. The Licensor may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.
- 3.4 We may change or increase the Licence Fee payable by You. If You are required to give Us ninety (90) days' notice to terminate pursuant to condition 9.3; we will do so by giving You not less than 104 days' notice of any increase provided that no increase shall take effect before the expiry of the Term.

4. TRAINING AND SUPPORT

- 4.1 If required the Licensor will, at additional cost, provide You with guidance on the installation of the Software, the conversion of your data for use with the Software and Training in the use of the Software either on the telephone or at your premises.
- 4.2 The Licensor's technical support staff will endeavour to answer by telephone any queries which You, as the original registered purchaser, may have regarding the use or application of the Software during the Term. For telephone support please call 0845 456 3103 between the hours of 9.00 a.m. and 5.00 p.m Monday to Friday inclusive, excluding UK public holidays.
- 4.3 Those Licensees entering into a Licence for a Term the Licensor will be advised of any releases of updates or revisions of the Software which they must download from the Licensor's website and where appropriate delete any Software that has been replaced .

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to the Licensor, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.
- 5.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

5.3 The integrity of this Software is protected by technical protection measures (**TPM**) so that the intellectual property rights, including copyright, in the Software of the Licensor are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.

5.4 Third Party Components Used in the Development of Products

As the End User you agree to the following:

All third party files:

- Not to redistribute any of the third party component files used or installed with this software.

Crystal Reports:

- Not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;
- Not to distribute the Runtime Product to any third party or use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties *;
- Not to use the Runtime Product to create for distribution a product that is generally competitive with SAP's product offerings;
- Not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;
- * An OEM Crystal Reports 2013 licence is included for Keytime Bureau Payroll Unlimited customers.

6. Data Protection and Use of Data

6.1 Each party shall comply with the Data Protection Act 1998 (**Act**) and references in this condition 6 to “**data processor**”, “**data controller**” and “**personal data**” shall have the meanings defined in the Act. Neither party shall by any act or omission, put the other party in breach of the Act and each party shall do and execute, or arrange to be done and executed each act, document and thing necessary or desirable to ensure that it does not put the other party in breach of the Act.

6.2 If We process any personal data on Your behalf when performing Our obligations under this Licence, the parties' record their intention that You shall be the data controller and We shall be a data processor and in any such case:

- (a) You shall ensure that You are entitled to transfer the relevant personal data to Us so that We may lawfully process the personal data in accordance with this Agreement on Your behalf;
- (b) We shall process the personal data only in accordance with this Licence and any lawful instructions reasonably given by You from time to time;

- (c) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage;
 - (d) each party shall immediately notify the other if it receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data under this Licence, and provide full co-operation and assistance in relation to any such complaint, notice or communication and where necessary under any applicable law both parties agree that such co-operation will involve both parties jointly and simultaneously informing the Information Commissioner; and
 - (e) each party will comply with any specific guidance or instructions issued by the Information Commissioner.
- 6.3 We may need to transfer certain Personal Data outside the European Economic Area. Where it is necessary to do this, We will ensure that the Personal Data is processed in accordance with the Act.
- 6.4 We will use your personal details and any information we obtain from other sources to provide you with our goods and services, for administration and customer services, to analyse your purchasing preferences and to ensure that the content, services and direct marketing that we offer are tailored to your needs and interests. We may keep your information for a reasonable period for these purposes. We may disclose your personal information to any member of our **group**, which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 of the Companies Act 2006, to joint venture partners and resellers of any of our group companies, our service providers, partners and agents for these purposes. They or we may use your information to write, phone or contact you by other means to offer products and services or promotions. Any information provided to third parties for this purpose will be under our strict supervision and within the requirements of the Act. We may transfer your information outside the UK if necessary for the above purposes and you acknowledge that if the receiving country is outside the European Economic Area, it may not have the same standards of data protection as the UK. We may record telephone calls to improve our service to you and assist with training. The information you give us is not sold on to other companies and we have a serious and dedicated commitments to the security of your information. By submitting your personal details you confirm that you consent to the contents of this clause.
- 6.5 You have a right at any time to stop us from contacting you for direct marketing by writing to us at our registered office.
- 6.6 You agree to allow the Software to transmit data to us, at any time, to enable us to check whether you are using a current release of the Software or enable us to prompt you when a current release of the Software is available.
- 6.7 We may use your information and data input by You and/or used with the Software for the purpose of rectifying any problems with the Software in relation to provision of Support;
- 6.8 We may use your information and data input by You and/or used with the Software in anonymised form for statistical and analytical purposes.

7. WARRANTY

7.1 The Licensor warrants that:

- (a) the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation (provided that the Software is properly

used on a computer and with the operating system for which it was designed as referred to in the accompanying documentation), and the Documentation correctly describes the operation of the Software in all material respects;

- (b) it has tested the Software for viruses using commercially available virus-checking software, consistent with current industry practice.

7.2 You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

7.3 You acknowledge that the Software may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this Licence.

7.4 If, within the Term, you notify the Licensor in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from you having amended the Software or used it in contravention of the terms of this Licence, the Licensor will, at its sole option, repair or replace the Software, provided that you make available all information that may be necessary to assist the Licensor in resolving the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault.

7.5 The Licensor's obligation under condition 6.4 is subject to compliance by you with the terms of condition 2.1(g)

8. LICENSEE'S AND LICENSOR'S LIABILITY

8.1 This condition sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:

- (a) any breach of this Licence however arising
- (b) any use made or resale of the Software or the Documentation by You, or of any product or service incorporating any of the Software or the Documentation; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Licence

8.2 Nothing in this Licence shall limit or exclude the liability of either party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

- (d) the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.

8.3 Without prejudice to condition 7.2, neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this condition 7.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of condition 6 or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this condition 7.3.

8.4 Subject to condition 7.2 and condition 7.4, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 10% of the Licence Fee.

8.5 Subject to condition 7.2, condition 7.3 and condition 7.4, the Licensor's liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

8.6 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

9. TERMINATION

- 9.1 Where this Licence is for a Trial, it shall automatically terminate at the end of the Trial. Where this Licence is for a Term it will continue for the duration of the Term and thereafter, unless terminated by You as set forth in condition 8.2, it shall automatically renew on expiry of the Term for a further period of equal duration to the Term (**Renewal Term**). Upon any such renewal, the License, Our obligation to provide the Services, and Your obligation to pay the Licence Fee as set out in condition 3 in respect of the same (subject to any variation of the Licence Fee made pursuant to condition 3.4) and to comply with your undertakings under this Licence shall continue for the duration of the Renewal Term and each Renewal Term shall subsequently renew in the same manner as the original Term.
- 9.2 The Licensor may terminate this Licence immediately by written notice to You if:
- (a) You commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or
 - (b) a petition for a bankruptcy order to be made against you has been presented to the court; or
 - (c) the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.
- 9.3 Except with respect to upgrades of existing Licences with an existing Term or Renewal Term commencing prior to 1 December 2015, You may terminate this Licence by giving us ninety (90) dayse notice in writing, provided the proposed termination date is the final day of a full Term or Renewal Term.
- 9.4 Upon termination for any reason:
- (a) all rights granted to you under this Licence shall cease;
 - (b) you must cease all activities authorised by this Licence;
 - (c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
 - (d) you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

10. TRANSFER OF RIGHTS AND OBLIGATIONS

- 10.1 This Licence is binding on you and us and on our respective successors and assigns.

- 10.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.
- 10.3 The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of its rights or obligations arising under it, at any time during the term of the Licence.

11. NOTICES

All notices given by you to the Licensor must be given to Keytime Objective Limited at Riding Court House, Riding Court Road, Datchet, Slough SL3 9JT (Attention: Head of Legal). The Licensor may give notice to you at either the e-mail or postal address you provided to it its representative when licensing the Software. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

12. EVENTS OUTSIDE THE LICENSOR'S CONTROL

- 12.1 The Licensor will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Licence that is caused by an event outside its reasonable control (**Force Majeure Event**).
- 12.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) impossibility of the use of public or private telecommunications networks;
 - (f) the acts, decrees, legislation, regulations or restrictions of any government.
- 12.3 The Licensor's performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and it will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.

13. WAIVER

- 13.1 If the Licensor fails, at any time during the term of this Licence, to insist on strict performance of any of your obligations under this Licence, or if the Licensor fails to exercise any of the rights or remedies to which it is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 13.2 A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default.
- 13.3 No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

14. SEVERABILITY

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

15. ENTIRE AGREEMENT

- 15.1 This Licence and any document expressly referred to in it constitute the whole agreement between us and supersedes any previous arrangement, understanding or agreement between us, relating to the licensing of the Software and Documentation.
- 15.2 We each acknowledge that, in entering into this Licence (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this Licence or not) other than as expressly set out in this Licence or those documents.
- 15.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in this Licence.
- 15.4 Nothing in this clause shall limit or exclude any liability for fraud.

16. LAW AND JURISDICTION

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.