

Terms & Conditions

1 Definitions

The following terms are defined for the purpose of this agreement.

- (a) "Licensor" is Microhelp Ltd.
- (b) "Licenced Program" shall be each program defined in schedule "A" and applicable only to the hardware type/Operating System Platform specified.
- (c) The Licensee is the Company (or Group of associated companies) as defined in schedule "B".

2 Term

This agreement is effective from the date of installation of the software onto the machine type specified and may only be terminated within the terms defined in clause 9. A perpetual licence to use the licenced program(s) is granted to the licensee upon receipt of payment of the licence fee by the licensor; this may be an annual commitment. The term is described in Schedule "C".

3 Licence

- (a) The licence granted hereunder authorises the licensee on a non-exclusive basis to use the licenced program(s) in machine readable form only on the designated equipment upon receipt of payment of the licence fee by the licensor.
- (b) The original and any copies of the licenced program in whole or in part which are made by the licensee shall be and shall remain the property of the licensor.
- (c) This licence is granted only to the licensee named in schedule B and is non-transferable. You may not rent, lease or distribute the licenced program(s).

4 Copyright

All title, including but not limited to copyrights and intellectual property rights, in and to the licenced program(s) and any copies thereof are owned by Microhelp Ltd. All title and intellectual property rights in and to the content which may be accessed through use of the licenced program(s) is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. All rights not expressly granted are reserved by Microhelp Ltd. You may not remove or alter the copyright notice(s) within the licenced program(s).

5 Copies

The licensee shall be permitted to take copies of the licenced programs for the purpose of security backups only.

6 Non-disclosure

- (a) The licenced program and whole or partial copies made thereof and the copyright and all other intellectual property rights of whatever nature in the licenced program and such copies are and shall remain the property of the licensor and are designated as confidential.
- (b) During the term of this agreement the licensee shall not provide or otherwise make available any licenced program in any form to any person other than employees of the licensee without the prior consent of the licensor.

7 Limitation of liability

Should any unaltered version of the licenced program or any portion thereof on delivery be found to contain any error the licensor shall promptly take all proper steps to endeavour to correct the same at its own expense upon documented notice of the error but the licensor does not warrant that the licenced program will not contain any errors and shall not be in any way liable for loss consequent upon the existence of such errors.

8 Destruction

Within 30 days after the licensee has discontinued the use of any licenced programs or the licensor has terminated any licence by reason of the licensee's failure to comply with any of the terms of this agreement the licensee shall use its best endeavours to destroy the original and all copies in whole or in part in any form including partial copies or modifications of the discontinued or terminated licenced program except that with the prior consent of the licensor the licensee may retain a copy for archive purposes only and within such 30 days period will confirm in writing to the licensor that the provisions of this clause have been complied with.

9 Termination

The licensor shall have the right to terminate this agreement summarily by notice in writing (without prejudice to any remedy it might have against the licensee for breach or non-performance of any provision of this agreement). If the licensee; (a) being an individual or individuals shall make or offer any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against him or any of them or shall suffer any process of execution or distress to be levied upon his or their goods; or (b) has committed a major breach of its obligation under this agreement including but not limited to failure to pay any sums which may be due from the licensee hereunder and in the case of a breach capable of remedy has failed to remedy such breach within 20 days of being given notice requiring it to do so; or (c) being a company shall go into liquidation whether compulsory or voluntary (save for the purpose of bona fide reconstruction or amalgamation) or shall have a petition for winding up presented against it or shall suffer any process or execution or distress to be levied upon its goods or shall have a receiver and/or liquidator appointed in respect of its undertakings or a material part thereof or other property or assets.

10 Software Maintenance/Annual(or recurring) Licences

Applicable to licences granted to licensees of Microhelp Warehouse System, CFSP message generating applications, all software relating to interfaces with HMRC and any product requiring the payment of annual licence fees by Microhelp Ltd. Value and frequency as defined in Schedule "C".

The continued use of the software and availability of support is contingent upon the payment of the Annual Software Maintenance /Licence (ASM/ASL) fee as defined in Schedule "C". Payment of the fee entitles the licensee to :

(a) Program modifications during the period of cover in order to maintain compliance with appropriate legislative changes applied by HMRC. The fee DOES NOT include major re-writes or Operating System Platform changes.

(b) Telephone support during standard working hours (Mon-Fri 0900-1700 excluding Public and Bank Holidays) on matters relating to the use of the licenced program(s) only. Exclusions: (i) Training and hardware queries are specifically excluded from this service. (ii) Use of the telephone support service within the first 4 (four) working days of a calendar month and relating to items with a taxpoint in the previous calendar month are excluded from this service and may result in additional charges.

(c) Access to a data checking service on up to 2 occasions within any single period of maintenance cover.

(d) Access (via a password controlled FTP site) to program updates and other related data files.

(e) For Licensees wishing to pay an additional annual fee for access to source code of the licenced program(s) in the event of Microhelp Ltd being unable or unwilling to perform functions under section 10(a) of this licence subject to the following conditions (i) the licensee has no outstanding debts with the licensor (ii) the use of the code is for self-support and internal development only.

Schedule A

Program Name(s) and Operating System Platform

Schedule B

Licensee Name(s) and installation address(es)

Schedule C

Term, initial value and frequency of recurring licence payment subscription(s).