

Tel : 0800 311 2191
Fax: 0709 200 5231
support@excel2sage.co.uk
www.excel2sage.co.uk



Excel2Sage

Software Licence Agreement v5.1

Red IT Solutions Ltd
Red IT Lodge
PO Box 40
Rottingdean
Sussex
BN2 8WH

Excel2Sage

Contents

Document History	3
Company Information	4
Notice To Users	5
Software Licence Agreement	6
What this agreement is about	6
How you indicate that you accept this agreement and when this agreement starts	6
Who this agreement is between and what certain words mean	7
Your rights to use the software	7
Company Use	9
Services to others	9
Installations and workstations	9
Portable computers	9
Employees	9
Networked and remote use	9
Hosted software	10
Limits on using the software	11
Technical support and replacement software	14
Our guarantees relating to the software	15
Our liability and responsibility to you if something goes wrong	15
How you or we may end this agreement	16
General terms	17

Excel2Sage

Document History

Author	Ara Martirosian	Document	Excel2Sage Software Licence Agreement v5
---------------	-----------------	-----------------	--

Version	Dated	Comments	Requests Addressed
1.0	01/09/10	Initial Draft	Original Proposal
2.0	01/10/10	Updates	New Details
3.0	05/10/10	Formatting	Updated Document Formatting
4.0	11/10/10	Formatting	Updated Document Formatting
5.0	14/05/12	Formatting	Updated Document Formatting
5.1	13/08/13	Formatting	Updated Document Formatting

Excel2Sage

Company Information

 | Platinum & Strategic Business Partner | Developer

redIT
SOLUTIONS LTD
"for all your SAGE requirements"

Sage Development
& Business Partner
www.red-it.co.uk
0800 311 2191

Company Name: Red IT Solutions Limited

Address: Red IT Lodge
PO Box 40
Rottingdean
Sussex
BN2 8WH

Telephone No.: 0800 311 2191
Fax No.: 0709 205 1425

E-mail: support@excel2sage.co.uk
Website: www.excel2sage.co.uk

Excel2Sage

Notice to Users

Our products are subject to continuous development, and therefore the material contained in this document might differ slightly from the software it describes. To keep you informed of changes, it is our policy to issue periodic revision packages and bulletins to supplement this guide.

Revision History

Please see details above for revision history.

Disclaimer of Warranty and Liability

No representations or warranties, expressly or implicitly, of any kind are made by or with respect to anything in this document.

By way of example, but not limitation, no representations or warranties of merchantability or fitness for any purpose are made by or with respect to anything in this document.

In no event shall Red IT Solutions Limited be liable for any incidental, indirect, special or consequential damages out of or related to this document or any use thereof, even if Red IT Solutions Limited has been advised, knew or should have known of the possibility of such damages. Red IT Solutions Limited shall not be held to any liability with respect to any claim on account of, or arising from, the document or any use thereof.

This document refers to Red IT Solutions Limited software, which is governed by separate agreements.

Copyright © 2010 Red IT Solutions Limited. All rights reserved.

No part of this document may be copied, photocopied, reproduced, transmitted, transcribed, stored in a retrieval system or translated into any language or computer language, in any form or by any means, electronic, machine-readable, mechanical, magnetic, optical, chemical, manual or otherwise, without prior consent in writing from Red IT Solutions Limited.

UNIX is a registered trademark of AT&T Bell Laboratories

C-ISAM is a trademark of Relational Database Systems Inc.

INFORMIX and ISQL are registered trademarks of Informix Software, Inc.

XENIX is a registered trademark of Microsoft Corporation

Windows is a trademark of Microsoft Corporation

Excel2Sage

1 What this agreement is about

This agreement describes how you are allowed to use the software that came with this agreement (the software).

This agreement, together with any relevant documents we have provided with this agreement, can cover all of the software which makes up the Excel2Sage suite (as described at www.excel2sage.co.uk) but only applies to your use of the software which came with this agreement.

a) Summary of this agreement

If you accept this agreement you can use the software as described in this agreement and any relevant documents (Such as any extra licences we have provided with this agreement), our invoice, the help file in the software and the support pages on our website.

* Paragraphs 4 and 5 describe your right to use the software and some limits on how you can use it.

* Paragraph 5d tells you how we use information we hold about you.

* Paragraphs 6a and b are about technical support and replacement software.

* Paragraph 7 sets out what happens if there is a problem with the software.

* Paragraph 8 describes how our responsibility to you is limited in certain circumstances.

Please make sure you are happy with all the terms in this agreement before you install the software.

2 How you indicate that you accept this agreement and when this agreement starts

a) This agreement starts from the date you accept it by either:

* ticking a box or click on a button (or something similar) when the installation process asks you to confirm that you accept this agreement; or

* installing the software and keeping it installed for longer than 10 days; or

* signing and returning a paper copy of it to us or your supplier; or

* sending us or your supplier an email confirming your acceptance.

b) If you don't accept this agreement, you should tell us or your supplier within 10 days of the date you first installed the software. You should immediately and permanently delete the software from all computers it has been installed on. Once you have told us or your supplier, in writing, that you do not accept this agreement, we or your supplier may need to check that you have permanently deleted it, and we or they may contact you to discuss this.

c) If you are not satisfied with the software, or have any other problem with it, please email our customer care team on support@excel2sage.co.uk or call 0800 3112191.

Excel2Sage

3 Who this agreement is between and what certain words mean

This agreement is between:

- * us, Red IT Solutions Limited (www.red-it.co.uk Company Registration No 03865203, VAT No. GB 744821133, Registered Office: 4 Heath Square, Boltro Road, Haywards Heath, West Sussex, RH16 1BL, United Kingdom); and
- * you, the person or organisation authorised to use the software.

By entering into this agreement you and we agree to be bound by and keep to it (and any relevant documents). We agree to let you use the software and any relevant documents as described in this agreement.

4 Your rights to use the software

- a) Where you accept this agreement in one of the ways set out in 2a above and pay the fees described in 4b below we give you the right (called a licence) to use the software in the way described in this agreement (which includes any documents we refer to in this agreement) or as allowed by us in writing. You may not use the software in any other way (however, please read paragraph 4j about how you can use the software as described in other documents from us).
- b) To use the software you must pay all of our appropriate fees at the times we agreed when you bought your licence to use the software.
- c) Your licence is not exclusive, which means that we may grant the same and similar rights to others.
- d) You must only use the software for your legitimate business purposes and with your own information or the demonstration information (demonstration data) supplied with the software, unless we have told you otherwise.
- e) This licence allows you to use only the 'object code' of the software. The object code is a set of written instructions that a computer can read, but which is difficult for a person to understand.
- f) How long your licence lasts depends on the software and why you are using it. When you buy a licence to use our software we (or your supplier) will tell you how long you may use it for.

We may tell you in person, on our website or by using a notice in our software (and this will be confirmed in any documentation we or your supplier gives to you). Your right to use the software will be for either of the periods described below (unless the Agreement is ended in the ways described in paragraph 9 below):

- an unlimited period; or
- a specified period of time following installation (for example, this may be monthly or yearly and will be subject to you paying our applicable fees). This period will reflect our current software licensing structure.
-

Excel2Sage

If your right to use the software is for a specified period of time, you will not be allowed to use it after that period ends unless we extend your right to use the software. The way we extend your right to use the software will depend on the software you are using. We (or your supplier) will tell you how to extend your right to use the software in each case.

We also allow use of some of our software on a temporary basis to let you assess its suitability for your needs (we sometimes refer to this as a 'trial' or 'demonstration'). We (or your supplier) will tell you if you are only able to use the software in this way before you receive it. If you want to use the software after the end of the temporary period you will need to activate it using an activation key that we will provide to you (if you also agree to pay our fees).

After you have activated the software all of the terms of this Agreement will continue to apply to you. If you do not activate the software, it will stop working and you should remove it in the way described under paragraph 2b above.

- g) The number of users that can use the software will depend on the type of software licence you have bought. A user is a person who puts information into the software, or uses it to get information. Only you or your employees, or those who have a written contract with you to provide services which are similar to the activities an employee would carry out, can be users. You must not allow any other person or organisation to use the software. You can reduce the number of users who can use the software at any one time, but if you do this we will not give you a refund.

We licence our software for use by either a 'single user' or 'multiple users' as described below:

* If you have bought a 'single-user' licence, only one person can use the software and you can only install the software on one computer.

* If you have bought a 'multi-user' licence (sometimes called a 'concurrent user licence' in relevant documents), upto the number of users we or your supplier specifies (for example in your invoice) can use the software at any one time.

In some cases, where you have bought a 'single-user' licence, we may allow you to install it on a computer at the person's place of work and on a computer for use by the same person when they are not at their place of work. If this applies to the software licence you have bought, we will tell you when you buy your licence for the software.

In some cases, where you have bought a 'multi-user' licence, the right to use the software will be also be limited to specific named users whose names you input into the software. We (or your supplier) will let you know if your use of the software is limited to specific named users before you buy your licence. Only those named users are allowed to use the software. If you want to change a user you will need to contact us.

The software includes a security feature which makes sure that no more than the specified number of users can use the software at one time. If this feature prevents you from using the software, please contact us.

- h) Certain terms and conditions of this agreement only apply to some of our software. You will need to check what we told you when you bought your licence (for example in the documents we gave to you) to see if these terms apply to your use of the software.

Excel2Sage

Company Use

If we have told you that you can only use the software for a specified number of companies at the same time, then you may only use the software for up to that number of companies. In this paragraph, a 'company' is a single set of your own records and information containing a unique VAT or PAYE tax reference number (sometimes called a 'data set' in relevant documents). If you want to use the software for more than the number of companies we have told you about, then you must buy an additional licence for each additional company.

Services to others

This paragraph is only relevant if we (or your supplier) have told you that you may use the software to provide services to others (who are not part of your business). If we have told you that you can use the software in this way, you can do so for up to the number of users, employees and/or companies we (or your supplier) have told you about. If you want to use the software for more than the number of users, employees and/or companies we have told you about, then you must buy an additional licence for each additional user, employee and/or company. You may not allow any other person or organisation to use the software.

Installations and workstations

If we (or your supplier) have told you that the software may only be used on a specified number of computers (sometimes referred to as 'installations') then you may only install and use the software on up to that specific number of computers and you may not transfer the software to a different computer after it has been installed on a specific computer unless we tell you otherwise.

Portable computers

We allow some of our software to be used on laptop or equivalent portable computers (but not mobile devices such as handheld computers, for which different licence terms and conditions will apply) that belong to you and which are to be used by your users away from your premises. Unless we tell you otherwise, you will need to buy an additional licence from us (or your supplier) to allow you to do so for each user that is to use the software in this way (in addition to normal users of the software).

Employees

If we have told you that you can only use the software for a specified number of employees then you may only use the software for up to that number of employees. By 'employee' we mean a person whose pay details you manage using the software, whether or not they are currently employed by you (for example, an employee could be someone who has recently left your employment or a non-executive director, as well as a true employee). If you want to use the software for more than the number of employees we have told you about, then you must buy an additional licence for additional employees.

Networked and remote use

You can load and use the software on a computer network (for access by the number of users you have bought the software licence for) as long as we have told you that you can at the time you bought your software licence and as long as you use the software in line with the rest of this section 4 and section 5.

Excel2Sage

Networked and remote use (continued)

The performance of the network may affect the performance of that software. If you use the software on a network which is not a 'local area network':

- * you may have problems with that software;
- * we may not be able to provide any technical support; and
- * the promises we give in paragraph 7a do not apply to your use in this way.

When we say 'local area network', we mean a network of computers which is linked by private connections. Other private networks can also allow you to access the software if you are away from the premises where the software is installed. This is often referred to as 'remote' access.

If we or your supplier told you when you bought your licence to use the software, you may allow a third party information technology service provider (such as your supplier) to load the software on to its own computer on your behalf to enable your users to access the software remotely, but you must not allow your third party information technology service provider or anyone else to use the software.

You should read all up to date documentation we publish about using the software which gives information about network use and about limits on using that software remotely.

Hosted software

We licence and allow certain of our authorised business partners to provide some of our software to customers using a hosting environment. By hosting environment we mean software installed on our own (or our authorised business partner's) computers that your users may access and use through the Internet. If we (or your supplier) told you that you licence the software in this way, you are responsible for maintaining your own access to the Internet to allow your users to access the software. You also agree that due to the nature of using software in this way there may be times when your users are unable to access and use the software (for example due to maintenance or circumstances beyond our control). Separate agreements may also relate to our software where it is used in this way and your use of the software will be subject to that separate agreement. If this agreement and any separate agreement conflict in any way, then the separate agreement will apply to the area of conflict.

If you have purchased a licence from your supplier to access our software using its hosting environment, then your supplier (not us) is fully responsible for your access or inability to access our software in this way and any related services that it provides.

- i. If we give you an extra document which says you can use the software in a different way, or for a different purpose, to that set out in this agreement, the wording in that document overrides this agreement. Examples of the sorts of extra document include 'additional licences' and 'business partner' agreements.

Excel2Sage

- j. Some features of the software rely on or provide access to technology, information or services not provided by us (third party technology, information or services), including the HM Revenue & Customs website and other websites that may look as though they belong to us (e.g. because they contain our branding) but from which you will be able to ascertain who the third party is and therefore who you are going to do business with if that is your decision. Except where paragraph 8c applies, we are not responsible for any issue with any third-party technology, information and/or services and will not be liable for those issues.

It is your responsibility to decide whether or not to access such third party technology, information and/or services. If you choose to access them you also agree to the terms and conditions of the third party which relate to such access and they will apply to your use of that third party technology, information or services and if there is a conflict between any of the terms of this agreement and the third party terms, the third party terms will apply in relation to the third party technology, information or services in question.

We reserve the right to withdraw access to such third party technology, information or services via our software at any time.

- k. You cannot transfer the software (including this agreement) to any other person or organisation. For example, you cannot sell it if you no longer want to use it, and if you become insolvent, an insolvency practitioner may not pass on the software as part of your business assets.
- l. This paragraph does not apply if we told you that the software is licensed for use on specific computers (see paragraph h above where it talks about 'installations and workstations' for more information).
- m. You can transfer a copy of the software from one computer of yours to another one owned by you, as long as you always keep to paragraphs 4 and 5 of this agreement and any relevant document. You may need an 'activation code' in order to do this (see paragraph 5c). Once you have transferred a copy of the software from one computer to another, you must permanently delete the software from the computer it was originally installed on.
- i. You may not install more than one copy of the software on one computer.

5 Limits on using the software

- a) Software owned by others

With the software you may receive other software which we do not own (third-party software). You cannot use the third-party software by itself – you can only use it in the course of using the software. If you do use third-party software, you agree to keep to any licence agreement provided with that third-party software. If there is no licence agreement with that third-party software, this agreement will apply to how you use that software.

You also agree to keep to any other conditions we set on using the third-party software. The owners of the third-party software keep all relevant rights in their own software and in all copies of it. In particular, if our software comes with a Microsoft® product, to the extent permitted by law, Microsoft® does not make any promises to you in respect of its software and it will not be liable to you for any damages, whether direct, indirect, incidental or consequential as a result of the use or installation of its software; and your use of the Microsoft® product is subject to the Microsoft® software licence agreement that we

Excel2Sage

(or your supplier) provided to you or which Microsoft® has generally made available to users of that Microsoft® product (which forms part of this agreement).

b) Changing, taking apart and copying the software

You must not change the software or take it apart, or allow anyone else to do so, without our permission. Please contact us if you want to do this. We will try to help you, and will make sure that you can change the software or take it apart in the way the law allows you to.

You must not copy any of the software, or allow anyone else to do so, except for making one back-up copy of it (which we encourage you to do). You can only use this back-up copy on a computer if your original copy is no longer available. With this paragraph we are not trying to restrict how many copies of your own information you make, as you are free to make as many copies of your own information as you like.

c) Activating the software

To use the software you must activate it (and depending on the software, re-activate it at the end of the licence period if you want to continue using it) by using an 'activation code'. You agree to give us or your supplier, when asked, the information we or they need in order to give you the code. Without this information we or your supplier will not be able to activate or re-activate your software and you will not be able to use it.

d) How we use information about you

We will use any information you give us under this agreement to:

- * manage how you use our software;
- * meet our obligations under this agreement or any other agreement we have with anyone who licenses us (our licensors), or our subcontractors;
- * contact you to see if you would like to take part in our customer research;
- * contact you about our other products and services and those of others which we think you will be interested in.

(If we do contact you in this way, we will try to speak to the relevant person in your organisation, and we may contact you directly, or use other organisations which we have hired to contact you for us.)

We may give information to other companies in our group of companies, our licensors and contractors, and other organisations described in relevant documents. For example, we may give information to the following.

- Your software supplier (if you have one)
- The person or company (if any) providing you with finance
- Our training providers
- Companies which we use to help us send you post and other communications
- Research companies
- Event organisers

Excel2Sage

- The owner of any third-party software

If you give us information which could give away the identity of an individual, you are agreeing that we can use it as described in 5d above. If at any time you do not want us to use such information in that way, please call us on 0800 3112191 or email us at support@excel2sage.co.uk. For more information on how we use information about you, see the privacy policy on our website at www.excel2sage.co.uk.

e) Technology protecting the software

As well as the security feature described in paragraph 4g, the software may contain technology which checks specific information that is directly relevant to your use of the software and which is contained in your computer, as against our records to make sure that the software is being used as intended and for troubleshooting any problems. The software will tell you exactly what information we check before it is checked. You agree that we may use this technology in the software.

f) Unauthorised use of our software

The following list gives some examples of things you must not do with the software, and you must make sure that no one else does them with the software we licence to you:

* Unless we have told you that you can, you must not make the software available for anyone else to install or use in any way, or give anyone else any right (of any kind) to distribute, use or benefit from the software in any way. For example, you may not allow anyone other than your users to have access to the software and you cannot provide the software as part of a service you provide to others.

* You must not use (or try to use) the software in a way which we have not specifically allowed. For example, you must not try to make the software work in a particular way if it does not usually work that way.

* You may not use the software to help you develop your own software. For example, you must not use or copy all or any part of the software's 'graphical user interface', 'operating logic' or 'database structure' for it to be part of, or to develop, any software or other product or technology, unless that use or copying is allowed by law. ('The graphical user interface' of the software is displayed on your monitor. You use it to tell the software what to do, for example, when you click buttons with your mouse or type information in with your keyboard. The 'operating logic' is the list of rules we have programmed into the software, which it uses to make decisions and interpret information. The 'database structure' sets out how the information in the software is organised.)

If we believe that the way you use the software may break any part of this agreement, we will check by asking one of your directors, partners or similar senior managers to confirm to us in writing (using a form which we will provide to you) that you have kept to all parts of this agreement. If, despite this, we tell you in writing that we believe you may not have kept to any part of this agreement, you give us permission to visit your premises during normal office hours to check your relevant systems and records. When we carry out this check, we will keep the disruption to your business as low as possible and you must give us any help we may reasonably need.

g) Ownership of the software

Although you have rights to use the software as described in paragraph 4, you do not own any of the intellectual property rights in the software ('intellectual-property rights' are, in summary, the rights an owner has to say how certain things, like music, films and software may be used).

Excel2Sage

We (or the owner of the software if we are not the owner) continue to own the intellectual-property rights in the software, including any software we provide to replace all or part of the software, and any copies of it you have made. The only rights you have to the software and any related materials are the licence to use the software as described in paragraph 4 and any other rights you have under this agreement.

6 Technical support and replacement software

a) Technical support

If specified in the relevant documents, for no extra charge we will give you technical support covering problems you may have using the software (you will need to be based in the UK unless we tell you otherwise when you buy your license to use the software). We will provide this support from the date you are first given an activation code for any version of the software, and during the period set out in the relevant documents. The free technical support will automatically stop at the end of the free period. If you require technical support after the free period then you can ask us (or your supplier) to provide further technical support under a separate contract, which may be subject to payment of fees. Details of the free technical support are given in the relevant documents.

We do not make free technical support available for some of our software if you are simply upgrading your existing software to a newer or advanced version. We will tell you whether you will be entitled to any free support before you upgrade your software to a newer or advanced version.

b) Replacement software

If we provide software which replaces all or part of the software, the licence described in paragraph 4 will cover you to use it, from the date you first use the replacement software. To allow a smooth changeover to the replacement software, you may continue to use both the software and the replacement software for three months. Then the licence to use the original software will stop and only cover the replacement software, and the wording of paragraph 9d (about returning the software) will apply to the replacement software.

c) Updates

The software may include a feature for it to be automatically updated. This allows us to fix any issues that we may find out about. Before the feature starts working, the software will ask you if you would prefer to turn the feature off. If you use the automatic feature, the software will tell your computer to regularly check with our website to see if there are any updates. When this happens, we will ask your computer what operating system you are using and the name and version number of the software. We will keep a record of this. We won't take any other information. Depending on the settings you choose, the software can then download and install these updates for you. We may also make software updates available to you in other ways (for example to download from the Internet). If your supplier is making the software available to you in the manner described under 'Hosted service' at paragraph 4h above, then you acknowledge that you may not receive updates from us as the decision to update the software is made by your supplier.

d) We may stop providing technical support or replacement software at any time, though we will give you a reasonable amount of notice. This will not affect your licence to use the software.

Excel2Sage

7 Our guarantees relating to the software

- a) We guarantee that for 30 days from the date this agreement starts, the software will perform as described in the relevant document, as long as you use the software in line with the relevant documents. If during that period, you write to tell us that the software does not work in line with the relevant documents and this affects how you can use the software (and our checks find that this is the case), we will either provide replacement software to correct the problem or the fee you paid for the software will be refunded by us (or your supplier if you bought your licence from a third party). If we give you a refund, this agreement will immediately end.

If you have bought a licence to use our software where your only access to the software is by remote means (i.e. over the Internet or a private network or similar) then this guarantee does not apply to the extent that the services used to provide you with access to our software cause the software not to perform as described in the relevant document.

- b) We do not guarantee:

- * that the software will meet your needs;
- * that there will be no interruptions in your use of the software;
- * that you will be able to use the software in any particular way;
- * that you will get particular outputs from the software; and
- * the standard of the results you get from using the software.

The fact that you have told our representative about how you intend to use the software will not affect this paragraph as the software has been developed for many different types of users, and you are responsible for setting up the software so that you can use it in the way you need, and as best suits your circumstances.

- c) We guarantee that we will use our reasonable skill and care to provide any service to you under this agreement.
- d) Except where paragraph 8c applies, this agreement describes all of our guarantees relating to the software. Unless this agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to the software would automatically be included in this agreement, we will only be bound by that term, warranty or promise to the extent set by law.

8 Our liability and responsibility to you if something goes wrong

- a) Our liability (including for negligence) under this agreement will be limited to paying you an amount equal to:

- * 100% of the value of the fees you paid for the licence to use the software where you purchased a licence for an unlimited period; or
- * 100% of the value of the fees you paid in the 12 last months for the licence to use the software where you purchased a licence to use the software for a specified period.

- b) You are better placed to understand the risks to your business that may occur as a result of your use of the software particularly given the nature of how we licence our software to our customers.

Excel2Sage

Accordingly, we will not be responsible for any of the following, even if we knew or should have known there was a possibility you could experience the problem:

- * financial or similar loss of any kind, including, for example, loss of profits, business, estimated savings or goodwill, however the loss is caused;
- * any interruption to your business or loss of or damage to information, however that interruption, loss or damage is caused;
- * loss or damage which we could not have reasonably known about at the time you entered into this agreement;

and

- * losses you suffer as a result of using the software other than as described in the relevant documents.

We recommend that you consider obtaining insurance cover if you believe that you could experience anything that we have told you that we will not be responsible for.

c) Nothing in this agreement will prevent or limit your or our liability for:

- * fraud;
- * death of or personal injury to any person as a result of our negligence; or
- * any legally binding promise, automatically given by law, that you can have the licence or that you can use the software without someone else claiming that you cannot.

d) Your and our responsibilities under this agreement are reasonable because they reflect that:

- * we cannot control how, and for what purposes, you use the software;
- * we have not developed the software specifically for you; and
- * although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems with the software.

9 How you or we may end this agreement

- a) You may end this agreement at any time by writing to tell us. If you do this, we will not give you a refund, and you must immediately pay all amounts you owe us by the date this agreement ends. If you are paying for technical support or any other service from us and you want to end that service, you should read the terms for that support or service to find out how to stop that service.
- b) This agreement will automatically and immediately end if you become bankrupt (or something similar happens) or your business cannot pay its debts or stops trading, or if any finance arrangement relating to the software has ended for any reason without you paying the full amount of that finance. In those circumstances, we will not give you a refund and the licence for the software cannot be transferred by or to any person. For example, any firm (such as an insolvency practitioner) trying to sell your assets cannot pass on the software as the licence immediately stops in those circumstances.

Excel2Sage

- c) If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one who discovered the situation can give the other notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who discovered the situation can then end this agreement by giving the other written notice that this agreement will immediately end.
- d) Within 10 working days of the agreement ending, you must uninstall the software and, if we ask you to in writing, return it, and any copies of it, to us. You must also provide a certificate, signed by one of your directors, partners or similar senior managers, to confirm that you have done so.
- e) No matter how this agreement ends, the information you store in the software remains your information and you can take it off the software before the end of the agreement. If you don't, this will not prevent this agreement from ending. In those circumstances, we do not have to remove your information from the software or help you to do so.

10 General terms

- a) If you have bought a licence for a number of our software products under this agreement, the extent of your rights to use each software product may be different depending upon your choice of software and the fees you pay. We will tell you the extent of your licence for each individual software product at the time you buy your licence and the terms of this agreement will apply to that individual software product as appropriate.
- b) In this agreement, where we say 'we have told you', we mean that we have confirmed this in writing to you (for example on your invoice).
- c) Any supplier or business partner you buy the licence from does not have any authority or right to enter into any contract or provide any guarantee on our behalf. These organisations are as they are 'independent' third parties (by this we mean they are not part of our business) and we are not responsible for any changes these organisations have made to the software or for anything they do or fail to do.
- d) We own the rights in our software and any related logos. Other owners own the rights in the third-party software and their logos. By giving you the licence, we do not give you ownership of any of those rights or logos, and the rights you have to use the software and the third-party software, and any related logos, are as described in this agreement and any other relevant document.
- e) If you use the software outside of the U.K. or Republic of Ireland you need to make sure that you comply with any applicable legal requirements.
- f) If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both of us. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- g) If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.

Excel2Sage

- h) This agreement is the entire agreement between you and us for you using the software, and replaces all documents, information and other communications (whether spoken or written) between us for such use. This paper licence agreement takes priority over the terms of the licence agreement displayed in the software and that shown on our website.
- i) It is important to us to have a direct relationship with the users of our software, so you must not transfer this agreement to anyone else. We may transfer this agreement to another organisation.
- j) This agreement applies to the software you bought the licence for. If you buy a licence from us for other software at a different time, then the software licence agreement that we give you with that software will apply to your use of that software. If you upgrade your software (for example by purchasing a licence for a new or advanced version of the software), then the software licence agreement we give you at that time will replace this software licence agreement for your continued use of the software.
- k) If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this agreement because of those circumstances, for as long as those circumstances continue.
- l) Nothing in this agreement gives anyone any right or benefit under the Contracts (Rights of Third Parties) Act 1999, except that the owners of third-party software can benefit from paragraphs 4, 5, 8 and any other part of this agreement that applies to third-party software. This means that only you, we and the owners of any third-party software can benefit from the rights set out in this agreement. However, you and we can end this agreement or change any term of it (if we both agree to this in writing) without permission from the owner of the third-party software.
- m) This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by the laws of England and Wales and you and we both agree that the courts of England and Wales will be the only courts that can decide on legal disputes or claims about this agreement.