

## **Software Licence Agreement V1.00**

This agreement describes the terms and conditions for the use of the EasyPay software which accompanies this agreement, which we refer to as 'Software'.

1 This agreement is between Rock IT Limited (Gibraltar company registered number 95506) whose registered office is at 279 Main Street, Gibraltar (which we refer to as 'we' or 'us' in this agreement) and you, the individual or organisation which is registered to use the Software (which we refer to as 'you' in this agreement). By entering into this agreement we both acknowledge that we both intend to be bound by this agreement and to follow its terms. In return for you doing this, we agree to let you use the Software as described in this agreement.

2 Acceptance of this agreement starts when either;

2.1 you indicate you accept this agreement during installation of the software, or

2.2 you have the software installed for longer than ten days.

3 If you do not accept this agreement or wish to terminate it, you should contact your supplier as soon as possible. You should also permanently delete the Software permanently from all computers which it has been installed on, as soon as possible. Once you have notified your supplier in writing that you wish to terminate this licence agreement, we or they may need to verify that you have permanently deleted it, and we or they may contact you to discuss this.

4 Provided you have paid any applicable fee to use the Software and have accepted this agreement in one of the ways set out in paragraph 2, we grant you licence to use the Software in the way described in this agreement. You may not use the Software in any other way.

4.1 Your Licence is non-exclusive, which means that we may grant the same and similar rights to others.

4.2 At all times you must only use the Software for your legitimate business purposes and with your own data or the demonstration data supplied with the Software.

4.3 This Licence allows you to use the object code of the Software only. This code is a set of written instructions that a computer can read, but which is difficult for a person to understand.

4.4 If you are using a demonstration or evaluation copy of the Software, or we have informed you that you may only use it for a limited period for another reason, then you may only use it for the limited period of time that was communicated to you when we (or your supplier) provided the Software to you. Please note that demonstration and evaluation copies of the software may only work for a limited period of time, or, after the initial demonstration or evaluation period, may only work in a limited way. After the demonstration or evaluation period has expired, then the software must be deleted from all your systems within 30 days.

4.5 Otherwise the Licence for the Software is valid for a maximum of one year. The licence period ends on 30th June of the following year. After this time the licence must be renewed, otherwise this agreement is terminated and the software must be deleted as per this agreement.

4.5.1 The annual licence may be renewed through the annual subscription service or by purchasing Replacement software from us. You should note that the Licence may be ended if the circumstances described in paragraph 9 arise.

4.5.2 The annual subscription service extends the licence by one year from 1st July of that year. The subscription service, after the appropriate fees have been paid, entitles you to use any updates to the software that are made within the subscription period. In addition the

subscription entitles you to have access to EasyPay support services during the subscription period.

4.5.3 We will grant you a grace period of 1 month in which to renew this licence each year. Failure to renew within this period will result in the termination of the agreement.

4.6 The licence permits you to use the software up to the specified number of employees. The number of employees will depend on the licence fee you have paid and is normally specified on your invoice, but may be communicated to you in another way. This number is the maximum number of employee records that your system is licensed to hold.

4.6.1 The software is also licensed per server. If there is a requirement for more than one server, then an additional separate licence must be purchased for each additional server.

4.6.2 There is no additional charge or restriction imposed for the number of clients (i.e. users) of the software.

4.6.3 You may reduce the number of employees in the Software at any one time, but if you do this we will not give you a refund.

4.6.4 If you exceed the number of employees specified in your licence then you should notify your supplier immediately to purchase an upgrade.

4.6.5 By 'employee' we mean an individual whose employment details you manage using the Software, whether or not they are currently employed by you. For example an 'employee' could be a leaver or non-executive director, as well as a true employee.

4.7 The software includes a mechanism which ensures that only the correct number of employee records is in use in the Software at one time. If this mechanism prevents you from using the Software, please contact us.

4.8 Every year there may be changes to legislation which affect payroll software, including changes to employment, tax and national insurance legislation. If we indicate that the payroll software complies with any legislation, we mean that it complies with the legislation in the tax year indicated.

4.8.1 We are not responsible for any future changes in legislation that may affect the use of the software. We do however advise that you contact us for advice, if future legislation is introduced that affects the use of the software.

4.9 If you have received additional documentation from us which includes wording that says you may use the Software in a different way, or on a different basis to what is described in this agreement, the wording in that documentation overrides this agreement. For example, this applies to the business partner agreement.

4.10 Some features of the Software are dependent on third party technology. Subject to paragraph 8.3, we are not responsible for any failure or problem with any third party technology and will not be liable for such failures or problems.

4.11 The Software may not be transferred to any other person or organisation. For example you may not sell it if you no longer wish to use it, and (in line with paragraph 9.2) if you become insolvent, an insolvency practitioner may not pass on the Software as part of the assets of your business.

4.12 You may transfer a copy of the Software from one server to another owned by you, so long as you always use the Software in accordance with this agreement. You may need an activation code in order to do this (see paragraph 5.3). Once you have transferred a copy of the Software from one server to another, you must permanently delete the Software from the server on which the Software was originally installed. You may not install more than one copy of the Software per server per licence.

5.1 As part of the Software, you may receive other software which is not owned by us (for example database software). You may not use software

owned by others by itself - you may only use it in the course of using the Software. If you do use software owned by others, you agree to comply with any licence agreement which accompanies that other software. If there is no licence agreement with that other software, this agreement will apply to your use of that other software. You also agree to comply with any other requirements about using that other software which we tell you about from time to time. The owners of that other software keep all relevant rights and ownership (including ownership of copyright and other intellectual property rights) in their own software and in all copies of it.

5.2.1 You must not change or take apart the Software, nor allow anyone else to do so. Please contact us if you wish to do this, when we will try to help if you wish to do this for a legitimate reason and at the very least fulfil our legal obligations.

5.2.2 You must not copy any of the Software, nor allow anyone else to do so. As an exception to this you may make one back-up copy of it. This back-up copy may only be used on a server (i.e. in a 'live environment') if you need to use it because your original copy is no longer available. For clarity, we are not trying to restrict how many copies of your own data you make, as you are free to make as many copies of your own data as you like.

5.3.1 The Software must be activated with an activation code. You agree from time to time to provide us or your supplier with the information which we reasonably require from you, so that we can supply your activation code. Without this information we or your supplier will not be able to activate your Software and you will not be able to use it.

5.3.2 We will use any information you provide us under this Agreement to: (a) manage and administer your use of our Software; (b) fulfil our contractual obligations under this agreement or any other agreement we may have with any of our licensors and sub-contractors; (c) contact you to see if you would like to take part in our customer research; (d) contact you about our other products and services, and (e) 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.

5.3.4 In addition to the mechanism described at paragraph 4.7, the Software may contain technology which ensures that you only use the Software in the intended manner. You agree that we may include this technology in the Software and that (if contained in the Software) it will start working once the Software is activated.

5.4 This paragraph is included to make clear that certain use of our Software is not permitted. The following list gives some examples of things you must not do with the Software, and you must ensure that no one else does them with your copy of the Software.

5.4.1 You must not use the Software in any way other than as specifically permitted by this agreement, or as separately permitted by us in writing.

5.4.2 The Licence is non-transferable. This means that you must not pass the Software on to another person or organisation in any way, whether or not you are paid money to do so. For example, you may not sell the Licence or the Software, including if someone buys the assets of your business.

5.4.3 You must not make the Software available for anyone else to use or access, nor give anyone else any right (of any kind) to distribute or exploit the Software in any way. Please also note that you may not use the Software to permit anyone other than your users to have remote access to the Software, for example by providing the Software as a service -

sometimes called a hosted service or application service provider (ASP) service.

5.4.4 You must not use, nor try to use, the Software in a way which we have not specifically permitted. For example you must not try to make the Software work in a particular way if it does not usually work that way.

5.4.5 The following sentence is to make it clear that we do not want anyone to use our Software to develop their own software. You must not use or copy (no matter how much is copied) the whole or any part of the Software's graphical user interface, operating logic or underlying database structure for incorporation into or the development of any software or other product or technology.

5.4.6 In the unlikely event that we believe your use of 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 that you have complied with all parts of this agreement. If despite this we tell you in writing that we believe you may not have complied with any part of this Agreement, you now give us permission to visit your office(s) during normal office hours, to carry out an audit of your relevant systems and records to check this. You agree not to revoke this permission. When carrying out this audit, we will minimise the disruption to your business and you will give us your reasonable assistance.

5.5 Although you have rights to use the Software as described in paragraph 4, we have not passed ownership of the intellectual property rights in the Software to you. 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 Replacement Software and any copies of it made by you. 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 specifically given to you in this agreement.

6.1 If you obtain Replacement Software which replaces all or part of the Software (for example a new release) the Licence described in paragraph 4 will cover you to use it, from the date you first use Replacement Software. To allow a smooth change over to the Replacement Software, you may continue to use both the Software and the Replacement Software for 1 month. Then the Licence to use the Software will stop and only cover the Replacement Software.

6.2 We may stop providing technical support and/or Replacement Software for the Software at any time, though we will give you a reasonable amount of notice if we decide to stop providing this, and our doing so will not affect your Licence to use the Software.

6.3 From time to time we may introduce separate software which is similar to the Software or capable of being integrated with the Software.

7.1 As part of the warranty we offer you under this licence, if any software bugs appear during the duration of this licence then please notify us. We will try to replicate and verify the problem. If we are able to replicate and verify it, we may at our discretion, develop Replacement Software to correct the problem.

7.2 In relation to the Software, we do not make any promises or give any assurances about any of the following:

7.2.1 that the Software will meet your requirements;

7.2.2 that there will be no interruptions in your use of the Software.

This is because like all software, there may be defects in the Software, despite the fact that we follow good industry standards when testing the Software before it is released;

7.2.3 that you will be able to use the Software in any particular way;

7.2.4 that you will get particular outputs from the Software; and

7.2.5 that the results of your use of the Software, for example in terms of content, correctness, accuracy, reliability or otherwise, will be to a certain standard.

The fact that you have told our representative about your intended use will not affect the disclaimer in the previous sentence. This is because the Software has been developed for use by many different types of users and it is your responsibility to set up the Software so that you can use it in the particular way you require, and to use it as best suits your circumstances and needs.

7.3 We give you a warranty that we will use our reasonable skill and care in providing any service to you under this agreement.

7.4 This agreement describes all of the obligations and responsibilities we owe you for the Software. Unless it is contained in this agreement, we are not bound by any other contractual terms, warranties, or other type of promise, whether given specifically or not. To the fullest extent the law allows it, we are not bound by any binding term, warranty, or other type of promise about the Software which might otherwise be introduced into this agreement by the automatic effect of law. Every statement in this paragraph is subject to paragraph 8.3

8.1 Our maximum responsibility and liability (including for negligence) in relation to this agreement will be limited to paying you an amount equal to the total amount of fees you paid for the Licence to use the Software.

8.2 In no event will we be responsible for any of the following:

8.2.1 financial or similar loss of any kind, including for example: loss of profits, business, chargeable time, anticipated savings, goodwill, any business interruption or loss of or corruption to data; in each case however caused and in each case whether caused directly or indirectly;

8.2.2 loss or damage which we could not have reasonably known about at the time you entered this agreement (sometimes called indirect, consequential, incidental or special damage);

8.2.3 losses you suffer which arise from you using the Software; in each case described in paragraphs 8.2.1-8.2.3, even if we actually knew or should have known about the possibility you could experience such loss.

8.3 The following sentence is necessary under English law to help ensure that we benefit from the protection given by the rest of this paragraph 8. Nothing in this agreement will prevent or limit either of our liability for:

8.3.1 fraud;

8.3.2 death or personal injury arising out of our negligence; or

8.3.3 any legally binding promise which is implied by law, that we can give you the Licence or that you can use the Software without interference.

8.4 We both acknowledge that the allocation of risk and responsibility in this agreement is reasonable because it reflects that:

8.4.1 it is not within our control how, and for what purposes, you use the Software;

8.4.2 we have not developed it specifically for you; and

8.4.3 while we follow good industry practice, it is not economically possible for us to exhaustively test the Software.

9.1 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 if any payment is outstanding or you are making payments by direct debit, you will have to immediately pay everything you owe by the end date of this agreement. If you are receiving paid for technical support or any other service from us and want to end that service, you should read the relevant contract terms for information on how to stop that service.

9.2 This agreement will automatically (i.e. without us having to tell you) and immediately end without refund if you become bankrupt (or something similar happens) or your business is not able to pay its debts, stops trading or becomes insolvent (or something similar happens), or if any finance arrangement you have made with another party in relation to the Software has ended for any reason without the finance being paid in full. This means that in those circumstances the Licence for the Software may not be transferred by any person. For example any firm trying to sell your assets (such as an insolvency practitioner) is not able to pass on the Software once you become insolvent, as the Licence stops as soon as that happens.

9.3 If either of us discovers that the other has done something which is not allowed by this agreement, or has not done something which is required by it, the person who discovered the situation has the option to give the other 30 days' advance written notice that they require the situation to be remedied. If it is remedied in that time, that will be the end of the matter. If it is not remedied in that time, the person who discovered the situation will then have the option to end this agreement by giving written notice to the other, when this agreement will immediately end.

9.4 If we write to you asking you to do so, within ten working days of the end of the Licence for any reason, you will uninstall the Software and return it to us (including any whole or partial copies of it) and provide a certificate signed by one of your directors, partners or similar senior managers to confirm compliance with this paragraph 9.4.

9.5 No matter how this agreement ends, the data you store in the Software remains your data and you are entitled to extract it from the Software before the end of the agreement. However, your failure to extract it will not prevent this agreement ending. To be clear, in those circumstances we are under no obligation to extract your data from the Software, nor to help you to do so.

10.1 Any supplier or business partner (accredited or not) from which you buy the Licence is an independent contractor and is not appointed or authorised by us as our servant or agent. No such person has any authority or right to enter into any contract or provide any representation, warranty or guarantee with or to you on our behalf, or otherwise to bind us in any way at all. We are not responsible for any modifications or mergers made to the Software by these organisations, nor for anything they do or fail to do.

10.2 If you are purchasing a product or service directly from us and we quote you a price on our web site or by telephone, that price is subject to confirmation, which happens when we issue our invoice.

10.3 We own the rights in our Software and any related logos. Other owners own the rights in their software and their logos. You do not obtain any ownership of those rights or logos, and the rights you obtain to access and use the Software and other software supplied with it are as specifically described in this agreement.

10.4 If a court or similar body decides that any wording in this agreement is invalid or unenforceable, that decision will not affect the rest of this agreement, which will remain binding on both of us. However, if the wording that is invalid or unenforceable can be made valid and enforceable by deleting part of it, we will both treat the wording as if it is deleted, so that the wording in question becomes valid and enforceable.

10.5 If either of us fails or delays the exercise of any rights or remedies under this agreement, we will not be deemed to have given up those rights or remedies in any way.

10.6 This agreement is the entire agreement between you and us with respect to your use of the Software, and supersedes all documentation, information and other communications (in each case whether spoken or written) between us with respect to such access and use. In case of any inconsistency, the paper licence agreement overrides the terms of the electronic licence agreement displayed by the Software.

10.7 It is important to us to have a direct relationship with the users of our software, so you will not transfer this agreement to anyone else. We reserve the right to transfer this agreement to another organisation in the future.

10.8 From time to time we may modify this agreement by notifying you that it has been modified. If you do not agree with those modifications, please contact us as soon as possible. By making an additional purchase from us (or your Software supplier) which relates to the Software after you have been notified that this agreement has been modified, you indicate your acceptance of those modifications.

10.9 If circumstances happen that are beyond our reasonable control, we will not be liable for any failure to perform our obligations in this agreement because of those circumstances, and we will be excused from that failure for so long as those circumstances continue.

10.10 The following sentence means that only you, we and the owners of other software owned by others (described in paragraph 5.1), can benefit from the rights in this agreement. We both reserve the right to terminate this agreement or change any term of it by written agreement between ourselves, without the consent of any of those owners.

10.11 This agreement is governed by the laws of Gibraltar and we both agree that the courts of Gibraltar will be the only courts that can decide on legal disputes or claims about this agreement.

11 The following words have the following meanings when used in this agreement:

11.1 'Replacement Software' means any software we generally make available to all our customers to replace all or part of the Software. Replacement Software excludes anything which we inform you is separate software, even if it is similar to the Software, or capable of being integrated with the Software.

11.2 'Documentation' means the technical and user guides (including guidance as to minimum system requirements) or similar documentation (including the relevant support pages on our website but excluding marketing and sales publications) which we make available for use with the Software, and if relevant our invoice.