

Software End User Licence Agreement (EULA)

March 2019

SUMMARY: Our terms are simple: you pay a one-off fee for a perpetual licence to use our software. We provide free support via our ticket system. You will be entitled to free upgrades throughout the lifetime of the software you purchases from us. We do not provide support for third-party software or hardware, nor do we perform Computer/Network Admin for customers. Any new software products we develop and release in the future may be subject to different terms.

SOFTWARE LICENCE

1 DEFINITIONS

In this Agreement the following expressions have the following meanings:

“Agreement”	This agreement and any schedules attached hereto.
“SoftOffice”, “SOFTOFFICE”	The Software Provider.
“Recipient/You/you/End-User”	An individual/company/LLP, Barristers Chambers or other legal entity existing from time to time.
“Confidential Information”	The business affairs, Software, trade secrets, know-how, personnel, customers and suppliers of SOFTOFFICE, information marked or identified by SOFTOFFICE as confidential or information which may be reasonably regarded as the confidential information of SOFTOFFICE.
“Intellectual Property”	Patents, trademarks including the Trade Marks, copyright, moral rights, rights in a design, database rights, know-how, Confidential Information, and all or any other intellectual property rights whether or not registered or capable of registration and whether subsisting in any other part of the world together with any or all goodwill relating or attached to them.
“Licence”	The limited non-transferable and non-exclusive licence to use the Software and Software Documentation subject to the terms and conditions of this Agreement.
“Licence Start Date”	The date on which you are first authorised to use the Software.
“Licence Charge”	The fee for this licence paid in advance.
“Software”	The software object code in machine readable form contained within this package and all other copies which you are authorised by this agreement to make.
“Software Documentation”	The instruction manuals, user guides and other information relating to the Software to be made available by SOFTOFFICE at its discretion in either printed, online or machine readable form to you.
“Software Upgrades”	New releases of the Software which are made generally available to customers of SOFTOFFICE from time to time (but not new or additional software applications).

“Software Requests”

Any requests made by the End User to SOFTOFFICE for support including but not limited to requests about technical issues, training, error messages, data problems, and installation.

“Trade Marks”

All registered trademarks owned by SOFTOFFICE and used by SOFTOFFICE from time to time in relation to the Software, (together with such other names and devices as SOFTOFFICE may from time to time specify in writing in relation to the Software).

“Warranty Period”

A period of 90 days from the Licence Start Date.

2 LICENCE

2.1 SOFTOFFICE grants you the Licence upon the terms of this Agreement.

2.2 This Licence is for your benefit only, whether you are a business entity, an individual, or a group of individuals in which case these terms shall apply jointly and severally to you and all your associates.

3 SOFTWARE UPGRADES

3.1 This Licence entitles you to the Software Upgrades (as issued by SOFTOFFICE from time to time) for the duration of this Agreement.

3.2 SOFTOFFICE will not charge you for Software Upgrades, which shall be supplied under the same terms as this Agreement and will replace your existing Software.

3.3 The supply of Software Upgrades does not include any installation work and is limited to the supply of the Software itself.

4 LICENCE CHARGE

4.1 The Licence Charge is based on the number of computers the software is installed on – “per seat”.

4.2 Should you request an increase to the number of licences you require then SOFTOFFICE will charge for the additional licence(s) accordingly based on the current price list in force from time to time.

5 PAYMENT TERMS

5.1 This Agreement commences upon the Licence Start Date at which time you agree to pay the Payment fully in advance.

5.2 Additional charges made for customisations, support and services outside the scope of this Agreement shall be paid according to the payment terms stated on the on the applicable SOFTOFFICE invoice or sales quotation.

6 PERMITTED USE

6.1 As licensee of the authorised copy of the Software, subject to the terms of this agreement, you may;

6.1.1 install the Software on and use it only on one computer; and

6.1.2 copy the Software for backup and archival purposes only, provided that the original and each copy is kept in your possession and that your installation and use of the Software does not exceed that allowed by this Agreement. For the avoidance of doubt, SOFTOFFICE shall not be liable for any loss you may suffer, including but not limited to loss of data, due to your failure to make appropriate and verifiable backup or security copies of all your data on a daily basis to a sufficient quantity of external media from which it can be easily restored, such copies to include documents, SQL database, templates and any other data used by the Software.

6.2 Any backup copies shall in all respects be subject to the terms and conditions of this Agreement and

shall be deemed to form part of the Software.

7 RESTRICTIONS ON USE

7.1 You may not:

- 7.1.1 install the Software on more than the allowed max installs limit at the same time;
 - 7.1.2 sublicense, assign, rent, lease or transfer the Licence or the Software;
 - 7.1.3 allow more than the licensed number of users or companies to use the Software concurrently;
 - 7.1.4 translate, reverse engineer the whole or any part of the Software from object code into source code, decompile, disassemble, modify, merge or combine the Software except to the extent required to be permitted by law.
 - 7.1.5 create derivative works based on the Software;
 - 7.1.6 make or distribute copies of the Software except for backup or archival purposes as permitted hereunder;
 - 7.1.7 use or allow anyone else to use any backup copy of the Software for any purpose other than data recovery or archive searching;
 - 7.1.8 copy the Software Documentation;
 - 7.1.9 demonstrate the software to or allow access to the Software or any documentation relating to the Software by any third parties who are not sales prospects for SOFTOFFICE and/or who offer competitive solutions to SOFTOFFICE;
 - 7.1.10 use the software after this agreement has terminated.
- 7.2 You are only permitted to operate the Software only on equipment and third party software approved for usage within the Software Documentation.

8 TITLE

- 8.1 As licensee you are purchasing a right to use the Software for a limited time only. SOFTOFFICE shall at all times retain ownership of the Software.
- 8.2 SOFTOFFICE retains all rights in relation to the Intellectual Property in the Software, Software Documentation and Software Upgrades.

9 CONFIDENTIALITY

9.1 You shall:

- 9.1.1 keep confidential the Software and limit access to the same to those of your employees, agents and sub-contractors who either have a need to know or who are engaged in the use of the Software;
 - 9.1.2 reproduce on any copy of the Software SOFTOFFICE's copyright, trade mark and other proprietary notices;
 - 9.1.3 without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the Confidential Information and SOFTOFFICE's Intellectual Property rights in the Software.
- 9.2 You shall inform all relevant employees, agents and sub-contractors that the Software constitutes confidential information of SOFTOFFICE and that all Intellectual Property rights therein are the property of SOFTOFFICE and you shall take all such steps as shall be necessary to ensure compliance by your employees agents and sub-contractors with the provisions of this clause.

10 WARRANTY

- 10.1 SOFTOFFICE warrants that, during the Warranty Period, the media on which the Software is provided if applicable will be free from defects in materials and workmanship under normal use.
- 10.2 If the media fails to conform to this warranty, you may, as your sole and exclusive remedy, obtain a replacement free of charge, provided that you return the defective media to your supplier during the Warranty Period with a dated proof of purchase.
- 10.3 SOFTOFFICE warrants that, during the Warranty Period, the Software in this package will materially conform to the Software Documentation.

11 DISCLAIMER

SOFTOFFICE does not warrant that the Software will meet your requirements or that its operation will be uninterrupted or error free. SOFTOFFICE excludes and hereby expressly disclaims all express and implied warranties or conditions not stated herein, so far as such exclusion is or disclaimer is permitted under applicable law.

12 SOFTWARE SUPPORT

12.1 If you experience problems with the Software then you may report such problems to SOFTOFFICE by e-mail at support@SoftOffice.com or via the support ticket system accessible from www.SoftOffice.com and SOFTOFFICE will use reasonable endeavours to answer such queries and provide advice relating to the usage of the Software but not within a guaranteed time frame.

12.2 SOFTOFFICE is not obliged to assist with problems arising from issues not directly related to the Software including but not limited to problems with operating systems, system configuration, network connections, network permissions, remote access, equipment, imported data, any third party software such as anti-virus, third party hosting or the configuration and installation of such, for which you should have third party support arrangements in place.

12.3 Without prejudice to clause 11 SOFTOFFICE will endeavour to rectify errors in the Software which it considers to be serious and make a corrected version available to you, but will not guarantee any minimum timescale for such work.

12.4 Any support services required which are beyond the scope of this Agreement including but not limited to network support, recovering programs and/or data following equipment or system malfunction will be chargeable on a time and materials basis, and SOFTOFFICE will not be under any obligation to provide such services.

12.5 SOFTOFFICE will make available to you with Software Upgrades downloadable from its web site, incorporating error fixes and enhancements from time to time when they become available.

12.6 If you require a higher level of support and defined response times you should enter into a separate agreement to support the Software with an authorised SOFTOFFICE business partner, your preferred support company, or direct with SOFTOFFICE.

12.7 If the Software you are using has been superseded by a Software Upgrade or later version, SOFTOFFICE's obligation to assist with problems with the superseded Software will not exceed a period of six months from the date of release of the Software Upgrade.

12.8 You agree to pay for support provided in order to correct data when such correction is required as a result of operator error, failure to take daily security copies of your data, or your use of incompatible or out-of-date software.

12.9 The Recipient or End User may enter into a separate Service Level Agreement covering support, subject to specific commercial deals and agreed costs. In such cases a separate SLA will operate between the parties.

13 LIMITATION OF LIABILITY

13.1 The following provisions set out the SOFTOFFICE's entire liability (including any liability for the acts and omissions of our employees, agents or sub-contractors) to you in respect of:

13.1.1 any breach of SOFTOFFICE's contractual obligations arising under this Agreement; and

13.1.2 any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement

13.2 Any act or omission on the part of SOFTOFFICE or its employees agents or sub-contractors falling within clause 13.1 above shall for the purposes of this clause be known as an "Event of Default" but excluding any event falling within clause 13.3 in respect of which the limitations and restrictions in this clause 13 shall not apply.

13.3 Nothing in this Agreement shall limit or restrict SOFTOFFICE's liability to you for fraud in the performance of this Agreement or for death or personal injury resulting from its own or that of its employees', agents' or sub-contractors' negligence.

13.4 Subject to the limits set out in clause 13.5 below SOFTOFFICE shall accept liability to you in respect

of damage to your tangible property resulting from the negligence of SOFTOFFICE or its employees, agents or sub-contractors.

13.5 Subject to the provisions of clause 13.3 above SOFTOFFICE's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to:

13.5.1 £100,000 in the case of an Event of Default falling within clause 13.4; and

13.5.2 in the case of any other Event of Default the lesser of either £100,000 or the Licence Charge paid by you to SOFTOFFICE in the immediately preceding period twelve (12) months.

13.6 SOFTOFFICE shall not be liable to you in respect of any Event of Default for loss of profits, anticipated savings or revenue, loss of data, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by you as a result of any action brought by a third party) even if such loss was reasonably foreseeable or SOFTOFFICE had been advised of the possibility of you incurring the same.

13.7 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.

13.8 You hereby agree to afford SOFTOFFICE not less than ninety (90) days (following notification thereof by you) in which to remedy any Event of Default hereunder.

13.9 Except in the case of an Event of Default arising under clause 13.3 SOFTOFFICE shall have no liability to you in respect of any Event of Default unless you shall have served notice of the same upon SOFTOFFICE within two (2) years of the date you became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.

13.10 Nothing in this clause shall confer any right or remedy upon you to which you would not otherwise be legally entitled.

13.11 SOFTOFFICE will not be liable in any circumstances for any losses caused by use of the Software prohibited by this Agreement.

14 TERMINATION

14.1 In the event of a failure by you to comply with any provisions of this Agreement, SOFTOFFICE will be entitled to terminate the Agreement immediately and without refund to you.

14.2 You may terminate this agreement by sending a letter or email from a director or authorised company officer to SOFTOFFICE with a notice period which shall be no less than one month from the date on which the next Monthly Licence Charge is due to be paid. You may not terminate this agreement before the Minimum Licence Period has expired.

14.3 Upon termination your licence to use expires and you shall immediately cease using the Software and allow remote access by SOFTOFFICE staff to amend the authorisation code and/or delete all copies of the Software from your computer system, and you shall if so requested by SOFTOFFICE return all hard copies of the Software to SOFTOFFICE e.g. CDs.

15 SEVERABILITY

If any term or provision in this Agreement shall be held to be illegal or unenforceable in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

16 ENTIRE AGREEMENT

You have read and understand this Agreement and, agree that it constitutes the complete and exclusive statement of the agreement between us with respect to the subject matter hereof and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between the parties relating to this subject unless made fraudulently.

17 ASSIGNMENT

This Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without SOFTOFFICE's prior written consent.

18 FORCE MAJEURE

SOFTOFFICE shall not be responsible for any failure to meet the provisions of this Agreement due to unforeseen circumstances or to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labour or materials.

19 THIRD PARTIES

19.1 Subject to clause 19.2, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

19.2 The successors and permitted assignees of SOFTOFFICE shall be entitled to enforce the terms of this Agreement.

20 LAW AND DISPUTES

This Agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts.