

FOR INFORMATION ONLY
ACCEPTANCE OF THIS LICENCE TAKES PLACE ON SCREEN

ACCA PRACTICE MANAGER

CLICK-WRAP LICENCE AGREEMENT

WARNING

Copyright in the ACCA Practice Manager software is owned by Morgan Berkeley Consulting Limited, which has granted an exclusive worldwide licence to Certified Accountants Educational Trust ('CAET'). The copyright in the software is protected by copyright law and international copyright treaty. It is unlawful to load the software into a computer without a licence from CAET.

CAET is willing to license the software to you only on the condition that you accept all the terms contained in this licence agreement by clicking the **ACCEPT** button when prompted to do so during the software installation. If you do not click the **ACCEPT** button, the installation process will cease.

1. Grant of Licence

Under copyright law you are not permitted to install or run the ACCA Practice Manager software ("the Software") or use the user manual and other documentation ("the Manual") supplied to you without the permission of Certified Accountants Educational Trust, a charity registered in England and Wales with charity number 313219 and whose registered office is at 29 Lincoln's Inn Fields, London WC2A 3EE ("CAET").

Thirty-day trial

In consideration of your acceptance of the terms of this agreement, CAET grants you, the entity whose name and address appears on the covering letter with this copy of the Software, a non-exclusive right to install and run the Software and use the Manual as permitted by this agreement ("the Licence") in accordance with Clause 2.1 and this agreement. All references to the Software means the object code only of the programme(s) comprising the Software.

Purchase or Rental

In consideration of your acceptance of the terms of this agreement and payment of the licence fee, CAET grants you, the entity whose name and address appears on the purchase or rental order form ("the Order Form"), a non-exclusive right to install and run the Software and use the Manual as permitted by this agreement ("the Licence") in accordance with Clause 3 and this agreement. All references to the Software means the object code only of the programme(s) comprising the Software.

YOU ARE PERMITTED TO:

- 1.1 use the Software to the extent permitted by the in-built Rights Management System (the programme that regulates, among other things, the number of concurrent users of the Software). The number of machines upon which the Software can be used is limited to one in the case of the thirty-day trial. In the case of purchase or rental, it is limited to the number stated on the Order Form;
- 1.2 use the Software in your business or profession, provided that you do not permit unauthorised access to, copying from or use of the Software and Manual. If you permit such activities you will be in breach of this agreement;
- 1.3 receive the support as outlined in this agreement;
- 1.4 only if you have purchased or rented the Software, receive information on upgraded versions of the Software. For the purposes of this agreement upgraded versions of the Software shall mean enhancements, improvements or modifications to the Software.

YOU MAY NOT NOR PERMIT OTHERS TO:

- 1.5 use, copy or transfer the Software except as permitted by this agreement or by law;
- 1.6 distribute, rent, loan, lease, sub-licence or otherwise deal in the Software and Manual;
- 1.7 copy the Manual in any way;
- 1.8 alter, adapt, merge, modify or translate the Software or the Manual in any way for any purpose, including, without limitation, for error correction;
- 1.9 alter in any way the Rights Management System;
- 1.10 reverse-engineer, disassemble or decompile the Software except that you may decompile the Software only to the extent permissible by law where this is indispensable to obtain the information necessary to achieve the interoperability of an independently created program with the Software or with another program and such information is not readily available from CAET or elsewhere;
- 1.11 remove, change or obscure any product identification or notices of proprietary rights and restrictions on or in the Software and Manual.

2. Thirty-day Trial

- 2.1 You may obtain an activation key from the helpline to enable you to use the Software on a trial basis for thirty days (“a Trial Activation Key”). Upon expiry of the thirty days, you will be locked out of the Software. If you wish to purchase or rent the Software, you will need pay the Licence fee in accordance with Clause 3 in order to obtain a further activation key (“a User Activation Key”).

3. Licence fee and support and maintenance charges

- 3.1 If you wish to purchase or rent the Software, you will need to obtain a User Activation Key from the helpline by paying the licence fee on one of the following terms:
- 3.1.1 Purchase Option
By a one-off advance payment in respect of the licence fee together with a separate annual charge for support and maintenance (“the Purchase Payments”). The amount of the Purchase Payments, together with details of the support and maintenance charge, are set out on the Order Form accompanying the Software. The User Activation Key will be supplied on the date by which all the Purchase Payments for Year 1 have been paid. All subsequent annual support and maintenance charges shall fall due and be paid on the anniversary of that date in each year for the duration of the Licence.
- 3.1.2 Rental Option
By equal monthly standing order payments which will include the licence fee and the support and maintenance charge (“the Rental Payments”). The terms of the standing order arrangement are set out on the Order Form accompanying the Software. The form of the rental agreement also accompanies the Software and must be signed. The first Rental Payment shall be made on the 15th day of the month and the User Activation Key will be supplied following receipt of the Rental Payment. All subsequent Rental Payments shall be made on the 15th day of every month thereafter for the duration of the Licence.
- 3.2 If you have chosen the Rental Option, you may at any time in the future request CAET to convert it to a Purchase Option and CAET shall, upon acceptance of such request, notify you of the appropriate payment to be made.
- 3.3 All charges hereinbefore referred to are exclusive of and net of any taxes, duties or such other additional sums including, but without prejudice to the foregoing generality, value added or purchase tax, excise tax, tax on sales, property or use; import or other duties, whether levied in respect of this agreement, the Software, its use or otherwise.

4. Term and termination

- 4.1 The Licence in respect of the thirty-day trial will expire at the end of the trial period, at which point the Trial Activation Key will expire and you will be locked out of the Software. If you wish to continue using the Software and Manual, you will need to purchase or rent the Software in accordance with Clause 3.
- 4.2 Where the helpline has given you a User Activation Key in accordance with Clause 3, we hereby grant you a Licence for a 2-year period unless such Licence is terminated in accordance with the terms of this agreement. At the end of the 2-year period, the Licence may be renewed at CAET’s discretion and upon such terms as CAET may specify.
- 4.3 The User Activation Key will expire after 12 months. You will need to contact the helpline to obtain a fresh User Activation Key. If you have chosen the Purchase Option, the fresh User Activation Key will only be supplied following receipt of the annual support and maintenance charge. If you have chosen the Rental Option, the fresh User Activation Key will only be supplied if all Rental Payments are up to date.
- 4.4 You may terminate the Licence at any time by destroying the Software and Manual together with all copies in any form, including copies on your hard and back-up disks.
- 4.5 Your Licence to use the Software and Manual will terminate automatically if you fail to comply with any term of this agreement.
- 4.6 Upon termination of the Licence for any reason you will destroy the Software and Manual together with all copies in any form, including copies on your hard and back-up disks. Any use of any copies of the Software or Manual after termination of the Licence is unlawful.

5. Support provided under this agreement shall include:

- 5.1 helpline facilities between 0900 and 1730 Monday to Friday (excluding national holidays);
- 5.2 correction of critical errors or assistance to overcome problems. CAET may in its sole discretion correct errors by “patch” or by new versions;
- 5.3 Software upgrades which CAET at its sole discretion may produce from time to time.

6. Support Not Included:

- 6.1 support of other software, accessories, attachments, machines, systems or other devices not supplied by CAET;
- 6.2 rectification of lost or corrupted data arising for any reason other than CAET’s own negligence;
- 6.3 support rendered more difficult because of any changes, alterations, additions, modifications or variations to the Software or the system or operating environment which have been made other than by CAET;
- 6.4 attendance to faults caused by using the Software outside design or other specifications or outside the provisions laid down in the Manual or caused by operator error or omission;

6.5 diagnosis and/or rectification of problems not associated with the Software.

7. Limited Warranty

7.1 CAET warrants only to you, as the original licensee, that the Software when used properly will materially conform to the functions and facilities as described in the Manual and the media on which the Software is recorded will be free from defects in material and workmanship under normal use. Whilst CAET does not warrant that the Software will be free from viruses, the Software has been checked with an up-to-date, industry standard virus checker.

7.2 In the event that CAET is in breach of the warranty in clause 7.1, CAET may, at its option, either:

7.2.1 repair or replace the Software or media which does not conform to the warranty;
or

7.2.2 refund the price paid for the Software and terminate the Licence,
provided that you notify CAET of any suspected defects no later than 90 days after the date of your purchase or rental of the Software and you return the Software together with a copy of your payment receipt to CAET not later than 5 days after the end of the 90-day period.

8. Exclusion of Other Warranties

Except for the express warranties in Clause 7, CAET makes and you receive no other warranties, conditions or representations, express or implied, statutory or otherwise. All such other warranties, conditions or representations, express or implied, statutory or otherwise are hereby excluded. CAET does not warrant that the operation of the Software will be error free or uninterrupted. It is your responsibility to ensure that the Software is suitable for your needs and the entire risk as to the performance and results of the Software and Manual is assumed by you.

9. Limitation of Liability

9.1 Neither party excludes or limits liability to the other party in respect of:

9.1.1 death or personal injury resulting from its negligence or that of its employees;

9.1.2 defects within the meaning of the Consumer Protection Act 1987;

9.1.3 any fraudulent pre-contractual misrepresentations made by it on which the other party can be shown to have relied;
and

9.1.4 the undertakings implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

9.2 Subject to clause 9.1, CAET shall not be liable under or in connection with this agreement whether in contract, tort or otherwise (including liability in negligence) for any loss of profits howsoever caused or any indirect or consequential loss, corruption or disruption of data by viruses or other destructive features, account of profits, any loss of business, revenue, anticipated savings or for any other financial loss whatsoever.

9.3 Subject to clause 9.4, CAET's liability in contract, tort or otherwise arising out of or in connection with this Agreement shall be limited to the total price paid for the Software under this agreement.

9.4 Subject to clause 9.1 (and without prejudice to clause 7.2), all claims against CAET arising out of or in connection with this Agreement must be made within one year of the date on which the circumstances giving rise to the claim arose.

9.5 Neither you nor CAET shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including, without limitation, any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or labour dispute, the act or omission of Government, highways authorities, other telecommunication operators of administrations or other competent authority, act of terrorism, war or military operations.

9.6 You acknowledge that the allocation of risk in this agreement reflects the price paid for the Software and also the fact that it is not within CAET's control how and for what purposes the Software is used by you.

10. General

10.1 The terms of the covering letter and Order Form accompanying the Software are deemed incorporated into this agreement.

10.2 This agreement, the covering letter and the Order Form represent the entire agreement between you and CAET and supersede any other oral or written communications, agreements or representations (except for fraudulent misrepresentations) with respect to the Software and Manual.

10.3 You are not entitled to assign, sub-licence or otherwise transfer the Licence whether in whole or in part.

10.4 If any part of this agreement is held by a court of competent jurisdiction to be unenforceable the validity of the remainder of the agreement will not be affected.

10.5 This agreement is governed by the laws of England and Wales.

10.6 Should you have any questions concerning this agreement please contact CAET in writing at the address set out in Clause 1.