Dated

(1) AUDIT PARTNERSHIP LIMITED

and

(2) PARTY 2

SOFTWARE LICENCE AGREEMENT

City Point, 29 King Street, Leeds, LS1 2HL
www.LawBlacks.com
Ref: JKM/AUD14/1

CONTENTS

1. Interpretation 1
2. Delivery, Acceptance and Installation 5
3. Licence and or Optional Services 7
4. Maintenance Releases and updating Software and Services 9
5. Fees 10
6. Customer Obligations 10
7. Supplier Obligations 11
8. Confidentiality and Publicity 12
9. Export and Compliance With Policies 13
10. Supplier's Warranties 13
11. Limits of Liability 14
12. Intellectual Property Rights 16
13. Data Protection 17
14. Customer Systems and Customer Data 17
15. Confidentiality and security of Customer Data 19
16. Termination 20
17. Waiver 21
18. Remedies 21
19. Entire Agreement 21
20. Variation 22
21. Severance 22
22. Counterparts 22
23. Third-party Rights 22
24. No Partnership or Agency 22
25. Force Majeure 22
26. Notices 23
27. Governing Law and Jurisdiction 23

SCHEDULE 1 - Software Products and Optional Services 25
Part 1- Software Products 25
Part 2- Services 25
SCHEDULE 2 - Country-specific amendments 26
SCHEDULE 3 – Service Level Agreement 27
SCHEDULE 4 - Payment Schedule 28

THIS LICENCE is dated

BETWEEN

(1) **AUDIT PARTNERSHIP LIMITED** incorporated and registered in England and Wales with company number 05357998 whose registered office is at 9 Fusion Court Aberford Road, Garforth, Leeds, England, LS25 2GH (**"Supplier"**);

(2) [**FULL COMPANY NAME**] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**"Customer"**).

BACKGROUND

The Supplier is the entire legal and beneficial owner and licensor of certain software products and Services listed in Schedule 1 and is willing to license the Customer to use these products.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Acceptance Date"	means the date on which the Customer is deemed to have accepted the Software under clause 2.5.
"Affiliate/Authorised Affiliate"	means includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party or any business entity from time to time controlling, controlled by, or under common control with, either party.
"Authorised User/s"	means, in respect of the use of the Software and/or Optional Services, the named users authorised by the Customer to use the same in accordance with the terms of this agreement;
"Business Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Business Hours"	means the period from 8.30 am to 5.00 pm on any Business Day.
"Control"	means a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of

such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a corporation OR as defined in section 1124 of the Corporation Tax Act 2010.

"Customer Data" means all data (in any form) that is provided to the Supplier or uploaded where possible on the Software by the Customer (but excluding Feedback as defined in clause 12.6);

"Data Protection Laws" means, as binding on either party or the Services:

(a) the GDPR;

(b) the Data Protection Act 2018;

(c) any laws which implement any such laws; and

any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

"Fee" means the licence fee payable by the Customer to the Supplier under clause 5.

"Force Majeure" means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

"Full Data" means the complete agreed date range of historical data and/or the agreed incremental date range required for processing.

"Heightened Cybersecurity Requirements" means any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or its end users (but not the Supplier) relating to security of network and

	information systems and security breach and incident reporting requirements, which may include the Network and Information Systems Regulations 2018 (*SI 506/2018*), all as amended or updated from time to time.
"Intellectual Property Rights"	means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and rights in domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
"Maintenance Release"	means release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.
"Material Breach"	means a breach of clause 2, 3 and 12, or a series of breaches which taken together constitute a material breach which is not capable of remedy or which if capable of remedy is not remedied to the Suppliers satisfaction within 10 Business Days of notice of the breach;
"New Version"	means any new version of the Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.
"Optional Services"	means the products or services provided by the Supplier as listed in Schedule 1 which may be purchased by the Customer during the subsistence of this agreement.
"Protected Data"	has the meaning given in the GDPR;
"Sample Data"	means the agreed date range of sample data used for process testing and/or output testing.
"Service Level Agreement (SLA)"	means the level of service agreed in the provision of the Software as attached to this Agreement at Schedule 3.

"Software"	means the computer programs listed in Schedule 1 and any Maintenance Release which is acquired by the Customer during the subsistence of this agreement.
"Source Code Materials"	means the source code of the Software, and all technical information and documentation required to enable the Customer to modify and operate it.
"Specification"	means the document detailing the specification of the Software which is set out at Schedule 1.
"VAT"	means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

1.2 **Holding company** and **subsidiary** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.4 Unless the context otherwise requires:

1.4.1 words in the singular shall include the plural and in the plural shall include the singular;

1.4.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time **OR** it is in force as at the date of this agreement;

1.4.3 a reference to one gender shall include a reference to the other genders; and

1.4.4 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 In the case of conflict or ambiguity between any provision contained in the body of this agreement and any provision contained in the schedules, the provision in the body of this agreement shall take precedence.

1.6 If the Software is provided to a Customer in any other country specific terms may apply, such shall be listed in Schedule 2. Despite clause 1.5, in the case of conflict or ambiguity between any provision contained in the body of this agreement and any provision contained in that schedule, the provision contained in the schedule shall prevail, but only in respect of the Customer's use of the Software in that country.

1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.8 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.9 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.10 A reference to writing or written excludes fax but not email.

2. DELIVERY, ACCEPTANCE AND INSTALLATION

2.1 The Supplier shall;

2.1.1 Set up the agreed number of users onto the Software and grant access to the Software via email to the agreed number of specific users (Authorised Users).

2.1.2 Provide the agreed necessary training to the Customer along with providing the Capture User Guide and Capture Audit Manual to the Customer.

2.1.3 The Supplier shall work with the Customers designated IT employee;

2.1.3.1 to ensure Sample Data is provided to the Supplier within a reasonable period. Such would usually be in the region of 3 months of data; and

2.1.3.2 to ensure that the Daily Data feed is set up and received correctly.

2.1.4 Data would be transferred via a SFTP. The Supplier shall provide the Customer with access to the APL SFTP to enable them to upload the necessary Data.

2.1.5 On receipt of Sample Data, the Supplier will download and process this then provide feedback to the Customer in accordance with the SLA.

2.1.6 In the event that Data provided is not correct, the Supplier will ask the Customer to rectify this as soon as practicable, the time frame to be agreed between the parties.

2.1.7 Once the Supplier is satisfied with the Sample Data provided they will progress to Full Data. Such data can then provided to the Supplier. Such would normally be 3 years of Historical Data.

2.1.8 On completion of the full Historical Data being downloaded and processed and the Daily Feed being set up by the Supplier, the Software is ready to go live.

2.1.9 On receipt of confirmation by APL that the Data has been loaded correctly the Supplier will had over access and use of the Software to the Customer for their Acceptance Testing.

2.2 The Customer shall provide the Supplier with the required Data as outlined in the Specification.

2.3 If the initial Acceptance Testing fails, where the fault is that of the Supplier, the Supplier at its cost, shall correct the errors so disclosed and repeat the Acceptance Testing. If the initial Acceptance Testing fails due to Customer data, the Supplier shall discuss how the Customer needs to correct the errors and then repeat the Acceptance Testing.

2.4 If the subsequent Acceptance Testing fails, the Customer may discontinue this agreement by written notice, or require the Supplier to repeat acceptance Testing as often as the Customer wishes (subject to the limitation of 10 tests). If the agreement is so discontinued, the Supplier shall, within seven days of receipt of that notice, refund all monies paid by the Customer under this agreement, and on receipt of that refund this agreement shall terminate. If subsequent Acceptance Testing continues to fail, the Customer shall continue to have the same rights as described above until failure of the tenth Acceptance Testing, or (if earlier) the date on which the Supplier reasonably determines that further Acceptance Testing will not be successful within a reasonable period, whereupon the Customer shall discontinue this agreement.

2.5 The Customer shall be deemed to have accepted the Software if they commence operational use of the Software provided by the Supplier.

3. LICENCE AND OR OPTIONAL SERVICES

3.1 In consideration of the Fee paid by the Customer to the Supplier, receipt of which the Supplier hereby acknowledges, the Supplier grants to the Customer a non-exclusive licence for a term of two years with an optional third year to use the Software.

3.2 In relation to scope of use:

3.2.1 for the purposes of clause 3.1, use of the Software shall be restricted to use of the Software in object code form in the manner specified in Schedule 1 for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer).

3.2.2 For the purposes of clause 3.1, "use of the Software" means accessing the Capture Software.

3.2.3 the Customer may not use the Software other than as specified in clause 3.1 and clause 3.2.1 without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier.

3.2.4 except as expressly stated in this clause 3, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.

3.3 The Customer may not use any such information provided by the Supplier or obtained by the Customer during any such reduction permitted under clause 3.2.4 to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

3.4 The Customer shall comply (and shall ensure all Authorised Affiliates and Authorised Users comply) with all applicable laws, rules, and regulations governing export that apply to the Software and/or Optional Services, the Customer Data and the Documentation (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the Documentation (or any part) to, or access or use the Services, the Customer Data or the Documentation (or any part) in, any country or territory for which an export licence or other approval is required under the laws of THE UNITED KINGDOM, without first obtaining such licence or other approval. Without prejudice to the Supplier's obligations under the GDPR, the Customer shall be solely responsible for ensuring its access, importation and use of the Software and/or Optional Services,

the Customer Data and Documentation in or into any part of the Subscribed Territory or elsewhere complies with all export and other laws.

3.5 The Customer shall not at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Licence without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

3.6 The Supplier may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Licence.

3.7 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

3.8 Notwithstanding clause 8, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 3.8 shall be made until notice of the identity of the proposed assignee has been given to the other party.

3.9 The Customer shall:

3.9.1 ensure that the number of persons using the Software does not exceed [NUMBER];]

3.9.2 ensure that only Authorised Users are provided with a password to access the Software, such passwords should not be shared with any other person, employee, Affiliate and/or third party;

3.9.3 notify the Supplier as soon as it becomes aware of any unauthorized use of the Software by any person;

3.9.4 pay, for broadening the scope of the licences granted under this Licence to cover the unauthorized use, an amount equal to the fees which the Supplier would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced.

3.10 The Customer acknowledges and agrees to ensure that they provide any necessary training prior to any Authorised Users having access to the Software.

3.11 The Customer acknowledges and agrees to keep a record of all Authorised Users and provide the same to the Supplier as requested from time to time.

3.12 The Customer shall permit the Supplier to inspect and have access to any device on which the Software is being kept or used, and have access to any records kept in connection with this Licence, for the purposes of ensuring that the Customer is complying with the terms of this Licence, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

Provision of Optional Services

3.13 In consideration of the Fee paid by the Customer to the Supplier, the Supplier shall provide the Optional Services chosen by the Customer as set out in Schedule 1.

4. MAINTENANCE RELEASES AND UPDATING SOFTWARE AND SERVICES

4.1 The Supplier will provide the Customer with all Maintenance Releases generally made available to its customers. The Supplier warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software. The Customer shall install all Maintenance Releases as soon as reasonably practicable after receipt.

4.2 If the Customer fails to allow the Supplier to install a Maintenance Release after the Supplier has notified the Customer that such Maintenance Release is available for installation and such failure means that the Supplier is unable to provide the Services, the Supplier shall be entitled to terminate this agreement by one months' written notice to the Customer.

4.3 The Supplier reserves the right, on prior notice to the Customer, to make changes to the Optional Services and/or upgrade the Software and provide a New Version from time to time. Such changes will be carried out at the Supplier's discretion and may result in access to the Software and/or Optional Services being temporarily unavailable. The Supplier will use all reasonable endeavours to limit any period of unavailability of the Software and/or Optional Services.

4.4 In the event that the Customer reasonably believes that any update to the Software and/or Optional Services materially impacts it negatively in any manner it may by notice elect to;

4.4.1 request that the update or Maintenance Release be reversed or other measures put in place to limit and where possible eradicate the negative impact upon their use of the Software and/or Optional Service effected by the update. Such request should be made in writing not less than [10] Business Days following the update. The Supplier will then use reasonable endeavours to address the request and communicate options available to the Customer.

4.5 The Customer acknowledges that the Supplier shall be entitled to modify the features and functionality of the Software. The Supplier shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the Software by the Supplier's customers generally.

5. FEES

5.1 The Customer shall pay to the Supplier the Fees of £ [AMOUNT] , set out in the Specification, over the duration of the contract. A payment schedule covering the timings and amounts of the payments are detailed in Schedule 4.

5.2 The Fees agreed covers the current Specification agreed between the parties. If the Specification changes throughout the contract period, additional charges may apply. As an example if additional Authorised Users are required or additional volumes of invoices are processed above the original quote value.

5.3 All payments made by the Customer under this agreement are exclusive of VAT. The Supplier shall provide the Customer with a valid VAT invoice. The Customer shall pay any stamp duties or similar transfer taxes imposed on the supplies made under this agreement and shall reimburse the Supplier for any such stamp duties or similar transfer taxes paid by the Supplier. All sums payable under this agreement are exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible. If the Customer is required to make any deduction for or on account of tax from any payment due under this agreement (**Tax Deduction**):

5.3.1 The Customer shall account to the relevant tax authority for such Tax Deduction and shall provide evidence to the Supplier that it has so accounted.

5.3.2 The amount of the payment due under this agreement shall be increased so that the Supplier receives an amount equal to the amount that would have been received by it, had the Customer not been required to make any Tax Deduction.

The Customer and the Supplier shall co-operate to minimise the amount of any Tax Deduction. If following the making of a Tax Deduction, the Supplier determines in its sole discretion/ acting in good faith that it (or any member of the Supplier's group) has received and retained any credit, relief or other benefit as a result of the Tax Deduction, the Supplier shall pay such amount to the Customer as the Supplier determines in its sole discretion/ acting in good faith would leave the Supplier in the same position as if the Customer had not been required to make any Tax Deduction.

6. CUSTOMER OBLIGATIONS

6.1 The Customer shall at all times comply with all applicable laws relating to the use or receipt of the Licence and/or Optional Services, including laws relating to privacy, data protection and use of systems and communications.

6.2 The Supplier is able to provide such Optional Services as set out in Schedule 1; and the Fee for such is set out in Schedule 1. Should the Customer wish to engage the Supplier in Optional Services such detail shall be outlined in an Order Form, completed and provided to the Supplier.

6.3 The Customer shall:

6.3.1 provide the Supplier with all necessary co-operation in relation to this agreement and all necessary access to such information as may be required by the Supplier in order to provide a Licence and/or any Optional Services;

6.3.2 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time and be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6.4 The Customer shall ensure that only personnel that will be authorised to use the Software have all reasonable training and use reasonable skill and care when doing so.

7. SUPPLIER OBLIGATIONS

7.1 The Supplier undertakes that the Services and Software provided will be performed and provided substantially in accordance with the Specification and any Optional Services will be performed with reasonable skill and care and in a manner consistent with general industry standards and in accordance with the Service Level Agreement set out at Schedule 3.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to the Supplier's instructions, or modification or alteration of the Software by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Software and/or any Optional Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired outcomes as set out in the Specification. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:

7.2.1 does not warrant that the Customer's use of the Software will be uninterrupted or error-free; nor that the Test Results and/or Optional Services will meet the Customer's requirements; and

7.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software and Optional Services may be subject to limitations, delays and other problems inherent in the use of such audit software solutions.

7.3 The Supplier reserves the right, without liability to the Customer, to disable the Customer's access to the Software should the Customers access or use of such materially breach the terms of this agreement.

7.4 The Supplier confirms they are ISO accredited and shall use all reasonable endeavours to ensure they remain so.

8. CONFIDENTIALITY AND PUBLICITY

8.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 8.2.

8.2 Each party may disclose the other party's confidential information:

8.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

8.4 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

9. EXPORT AND COMPLIANCE WITH POLICIES

9.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

9.2 Each party undertakes:

9.2.1 contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

9.2.2 if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

9.3 In performing its obligations under this Agreement the Supplier or Customer shall comply with any mandatory policies that may be provided by either party from time to time.

10. SUPPLIER'S WARRANTIES

10.1 The Supplier warrants that the Software will conform in all material respects to the Specification for the duration of this Agreement, if used in accordance with any instructions, documentation or training provided by the Supplier and not tampered with in any way, (**Warranty Period**). If, within the Warranty Period, the Customer notifies the Supplier in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this Licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by the Supplier, or it has not been loaded onto Supplier-specified or suitably configured equipment, the Supplier shall, at the Supplier's option, do one of the following:

10.1.1 repair the Software;

10.1.2 terminate this agreement immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof or date by which the Customer ceases using the Software,

provided the Customer provides all the information that may be necessary to assist the Supplier in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault.

10.2 The Supplier does not warrant that the use of the Software will be uninterrupted or error-free or that it will meet any Heightened Cybersecurity Requirements.

10.3 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.

10.4 The Customer acknowledges that the Supplier is not accountable for the Test Results that are produced from the Data provided by the Customer at any given time.

10.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

11. LIMITS OF LIABILITY

11.1 Except as expressly stated in clause 11.2:

11.1.1 the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

11.1.1.1 special damage even if the Supplier was aware of the circumstances in which such special damage could arise;

11.1.1.2 loss of profits;

11.1.1.3 loss of anticipated savings;

11.1.1.4 loss of business opportunity;

11.1.1.5 loss of goodwill;

11.1.1.6 loss or corruption of data;

11.1.1.7 wasted expenditure,

provided that this clause 11.1.1 shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 11.1.2 or any other claims for direct financial loss that are not excluded by any of categories 11.1.1.1 to 11.1.1.7 inclusive of this clause 11.1.1;

11.1.2 the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement or any collateral contract, shall in no circumstances exceed a sum equal to the Fee; and

11.1.3 the Customer agrees that, in entering into this agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this agreement) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability in any circumstances otherwise than in accordance with the express terms of this agreement.

11.2 The exclusions in clause 10.5 and clause 11.1 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

11.2.1 death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;

11.2.2 fraud or fraudulent misrepresentation;

11.2.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

11.2.4 any other liability which may not be excluded by law.

11.3 All dates supplied by the Supplier for the delivery of the Software or the provision of Services shall be treated as approximate only. The Supplier shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

11.4 All references to "the Supplier" in this clause 11 shall, for the purposes of this clause and clause 23 only, be treated as including all employees, subcontractors and suppliers of the Supplier and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 23.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Customer acknowledges that all Intellectual Property Rights in the Software and any Maintenance Releases belong and shall belong to the Supplier or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this agreement.

12.2 The Supplier undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this agreement infringes the UK Intellectual Property Rights of a third party (**Claim**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, clause 12.2 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of this agreement, use of the Software in combination with any hardware or software not supplied or specified by the Supplier if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.

12.3 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Supplier's obligations under clause 12.2 are conditional on the Customer:

12.3.1 as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;

12.3.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);

12.3.3 giving the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and

12.3.4 subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

12.4 If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:

12.4.1 procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of this agreement;

12.4.2 modify the Software so that it ceases to be infringing;

12.4.3 replace the Software with non-infringing software; or

12.4.4 terminate this agreement immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided that if the Supplier modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in clause 10.1 and the Customer shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this agreement been references to the date on which such modification or replacement was made.

12.5 Notwithstanding any other provision in this agreement, clause 12.2 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession, use or breach of any Third-Party Software by the Customer.

12.6 The Supplier may use any feedback and suggestions for improvement relating to the Software and/or Optional Services provided by the Customer, the Authorised Affiliates without charge or limitation ("**Feedback**"). The Customer hereby assigns (or shall or procure the assignment) of all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier at the time such Feedback is first provided to the Supplier.

12.7 This clause 12 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 11.1.

13. DATA PROTECTION

13.1 The Supplier and Customer agree to adhere to all relevant Data Protection Laws.

14. CUSTOMER SYSTEMS AND CUSTOMER DATA

14.1 Customer Data shall at all times remain the property of the Customer or its licensors.

14.2 Except to the extent the Supplier has direct obligations under data protection laws, the Customer acknowledges that the Supplier has no control over any Customer Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Customer Data. The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Service) complies with all applicable laws and Intellectual Property Rights.

14.3 If the Supplier becomes aware of any allegation that any Customer Data may not comply with any part of this agreement the Supplier shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer). Where reasonably practicable and lawful the Supplier shall notify the Customer before taking such action.

14.4 Except as otherwise expressly agreed in this agreement, the Supplier shall not be obliged to provide the Customer with any assistance extracting, uploading Data to APL SFTP or recovering any data whether during or after any Data is processed using the Software. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's and Authorised Affiliates' businesses. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its, its Authorised Affiliates and its Authorised User's needs) and extracts it from the Software if possible prior to the termination or expiry of this agreement or the cessation or suspension of any of the Services.

14.5 The Supplier routinely undertakes regular backups of the Software (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make the Supplier responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, the Supplier shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.

14.6 Unless otherwise agreed by the parties in writing, the Customer hereby instructs that the Supplier shall within [**60**] days of the end of the provision of the Licence and/or Optional Services (or any part), relating to the processing of the Customer Data, securely dispose of such Customer Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any Applicable Law (as defined in the GDPR) requires the Supplier to store such Customer Data. The Supplier shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in the performance of the Services or in accordance with this agreement.

14.7 In the event of loss or damage to the Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest backup of the Customer Data maintained by the Supplier.

15. CONFIDENTIALITY AND SECURITY OF CUSTOMER DATA

15.1 The Supplier shall maintain the confidentiality of the Customer Data and shall not without the prior written consent of the Customer or in accordance with this agreement, disclose or copy the Customer Data other than as necessary for the performance of providing the Licence and/or Optional Services or its express rights and obligations under this agreement.

15.2 The Supplier:

15.2.1 undertakes to disclose the Customer Data only to those of its officers, employees, agents, contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this agreement or as otherwise reasonably necessary for the provision or receipt of the Optional Services and/or to provision of the Licence, and

15.2.2 shall be responsible to the Customer for any acts or omissions of any of the persons referred to in clause 15.2.1 in respect of the confidentiality and security of the Customer Data as if they were the Supplier's own.

15.3 The provisions of this clause 15 shall not apply to information which:

15.3.1 is or comes into the public domain through no fault of the Supplier, its officers, employees, agents or contractors;

15.3.2 is lawfully received by the Supplier from a third party free of any obligation of confidence at the time of its disclosure;

15.3.3 is independently developed by the Supplier (or any of its Affiliates or any person acting on its or their behalf), without access to or use of such information; or

15.3.4 is required by law, by court or governmental or regulatory order to be disclosed,

provided that clauses 15.3.1 to 15.3.3 (inclusive) shall not apply to Protected Data.

15.4 This clause 15 shall survive the termination or expiry of our Agreement for a period of 10 years.

15.5 To the extent any Customer Data is Protected Data, the Supplier shall ensure that such Customer Data may be disclosed or used only to the extent such disclosure or use does not conflict with any of the Supplier's obligations under the GDPR. Clauses 15.1 to 15.4 (inclusive) are subject to this clause 15.5.

16. TERMINATION

16.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

16.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 90 days after being notified in writing to make such payment;

16.1.2 the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

16.2 Either party may terminate this agreement any time by giving notice in writing to the other if the other:

16.2.1 becomes insolvent, bankrupt, enters receivership, dissolution, liquidation or is subject to any arrangement under the Insolvency Act 1986;

16.2.2 is subject to any events or circumstances analogous to those in clause 16.2.1 in any jurisdiction;

16.2.3 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clause 16.2.1 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

16.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

16.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16.5 On termination for any reason:

16.5.1 all rights granted to the Customer under this Agreement shall cease;

16.5.2 the Customer shall cease all activities authorised by this Agreement;

16.5.3 the Customer shall immediately pay to the Supplier any sums due to the Supplier under this Agreement; and

16.6 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement including clause 1, clause 8, clause 9, clause 10 (except clause 10.1), clause 11, clause 14 and Schedules shall remain in full force and effect.

17. WAIVER

17.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18. REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. ENTIRE AGREEMENT

19.1 This Agreement and the schedules referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all previous and contemporaneous agreements, arrangements and understandings between them, whether written or oral, relating to that subject matter.

19.2 Each party acknowledges that, in entering into this Agreement and the documents referred to in it or annexed to it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this agreement or not) (**Representation**) other than as expressly set out in this Agreement or those documents.

19.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Agreement.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

20. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. SEVERANCE

21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

21.2 If any provision or part-provision of this agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23. THIRD-PARTY RIGHTS

23.1 A person who is not a party to this agreement shall not have any rights 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.

23.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

24. NO PARTNERSHIP OR AGENCY

24.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. FORCE MAJEURE

Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from

events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 90 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

26. NOTICES

26.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

26.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

26.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

26.1.2.1 Supplier: [ADDRESS].

26.1.2.2 Customer: [ADDRESS]]

26.2 Any notice shall be deemed to have been received:

26.2.1 if delivered by hand, at the time the notice is left at the proper address;

26.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

26.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

27. GOVERNING LAW AND JURISDICTION

27.1 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) shall be governed by and construed in accordance with the law of England and Wales.

27.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This Licence Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]	……..
for and on behalf of AUDIT PARTNERSHIP LIMITED **Supplier**	Director
Signed by [NAME OF DIRECTOR]	……..
for and on behalf of [NAME OF **Customer**]	Director

SCHEDULE 1 - Software Products and Optional Services

Part 1- Software Products

CAPTURE TM – This is audit partnerships accounts payable audit solution. Our integrated modules cover:

- Dashboards and Reports
- Duplicate and incorrectly paid invoices
- Spikes and Sequencing
- Tax Errors
- Supplier File Analysis
- Fraud Indictors
- Statement Reconciliation

This allows our customers on a daily basis, to check for the above issues and prevent any issues from happening.

Part 2- Services

SCHEDULE 2 - Country-specific amendments

SCHEDULE 3 – Service Level Agreement

Service Issue Level	Definition	Initial Response	Issue Resolved
Level 1	Issue preventing any use of the system	< 30 Minutes	< 1 Working Day
Level 2	Issue affecting some functionality of the system	< 30 Minutes	< 3 Working Days
Level 3	Issue that does not impact the day to day use of the system	< 30 Minutes	< 1 Calendar Month

SCHEDULE 4- Payment Schedule

Part 1

Description	Costs (Net Amount)
Year 1 Implementation Fee	
Year 1 Licence Cost	
Year 2 Licence Cost	
Optional year 3 Licence Cost	
3 Year Total	

Implementation costs – Invoice to be raised 14 days of contract signature

Licence fees – Invoice be raised on the 1st of each month or annually