



SDLT MODULE STANDARD SOFTWARE LICENCE

Introduction

This document contains the terms and conditions on which Cockerel Software Limited trading as Courage & Co. ("Courage") permits you to use the software that is the subject matter of this agreement and on which Courage will perform certain related services. It is a very important document and you should keep it for your records.

Whilst you are encouraged to read this document carefully, you are asked immediately to note the following points:

- The software concerned is licensed to you non-exclusively (see clause 2). This means that Courage may licence the software to other businesses, perhaps including your competitors. However, all data you provide and all information relating to your business received by Courage in the installation and maintenance of the software will be held in strict confidence (see clause 13).
- *SDLT Module* is commercial 'off-the-shelf' software. It has not been designed for the particular requirements of your business (see clauses 7.1 and 7.2). The new rules relating to the administration of SDLT are a major advance and to take advantage of them requires a commitment to training at the outset and a programme of continued learning thereafter. Courage will supply additional training services upon request (see clause 6).
- Courage is confident in the flexibility and robustness of *SDLT Module*. However the complexity of modern IT systems means that Courage cannot warrant that the operation of the software will be free of errors or interruptions (see clause 7.2). In particular, it is likely that the first few months of operation are likely to be punctuated by certain issues that will require resolution whilst your staff adjust to the demands of the software. The quality of your connection to the internet is a particularly important factor in the successful implementation of the software
- Finally, please pay particular attention to the various exclusions and limitations contained within clauses 7 and 11. You may consider that you require additional protection. Since you are the best judge of the value of any loss you may suffer following the failure of the software or services, you may wish to maintain adequate insurance in respect thereof. Courage may be prepared to accept higher levels of liability, but only if such risks are insurable. Any such variation to this agreement must be separately negotiated and will involve the payment of further remuneration by you to Courage.

Your Order is made subject to the terms and conditions below. Please note that the contents of this Introduction are not legally binding, but the rest of this document will become binding on the acceptance of your Order by Courage, which will be communicated to you by email in due course.

**COURAGE ACCEPTS ORDERS FOR THE SDLT MODULE
AND CONTRACTS ON THESE TERMS AND CONDITIONS ONLY**

Courage has agreed to grant to you a non-exclusive licence to use the computer software programs listed in the Order and associated documentation and to provide certain services to the Client in respect of delivery technical support and training upon the terms and conditions below.

All quotations made and all offers accepted now and hereafter are subject to the following terms and conditions. No addition to or variation of these terms shall be effective unless agreed in writing by a director of Courage further to clause 7.5 below. The terms and conditions below shall override any terms or conditions, correspondence or documents stipulated incorporated or referred to by you, and no other standard terms and conditions of any party shall apply in any circumstances.

You agree that the terms and conditions below create enforceable rights and obligations between you and Courage.

1. Definitions

1.1 In these Conditions, unless a contrary interpretation is evident from the context:

"Additional Charges" means Courage's rates from time to time for work undertaken on a time and materials basis or on such other basis as Courage in its discretion shall determine from time to time, payable by the Client in accordance with clause 3.8 below;

"Additional Support" means the support and assistance provided by Courage in accordance with clause 5.5;

"Agreement" means the contract between you and Courage on and subject to these Conditions;

"Client" means you, the person, firm or company more particularly defined in the Order;

"Commencement Date" means the date that the Order is accepted by Courage;

"Conditions" means the Standard Software Licence laid out in this document, as varied from time to time in accordance with clause 7.5 below;

"Courage" means Cockerel Software Limited (CRN: 03505184), the address of whose registered office is Ground Floor, Citygate, St James Boulevard, Newcastle Upon Tyne, Tyne & Wear, NE1 4JE;

"Documentation" means the instruction manuals, user guides, online help files incorporated into the Software, training notes and other information all rights in which are owned and retained by Courage, to be made

available by Courage at its discretion in machine readable form to the Client. Where Documentation is made available to the Client in printed form, such Documentation shall remain the property of Courage;

"Licence"	means the non-exclusive licence of the Software and Documentation detailed in clause 2;
"Licence Fee"	means the fees payable by the Client in accordance with clause 3;
"Licensed Materials"	means the Software and Documentation;
"New Release"	means any improved, modified or corrected version of any of the Software or Documentation;
"Order"	means the order form to be completed by the Client;
"Operating Notes"	means the information specifying the Technical Specification and capacity that is sufficient for the correct operation of the Software, issued by Courage from time to time and available upon written request by the Client;
"Specification"	means the description of the Software laid out in the Schedule;
"Technical Specification"	means the technical specification and capacity relating to the network and desktop hardware and operating environment (including operating systems) specified by Courage from time to time;
"Technical Support"	means the services other than the Additional Support detailed in clause 5;
"Term"	means the currency of the Licence from the Commencement Date until termination by either party in accordance with clause 15 below;
"Training"	means the additional services provided to the Client following a support request relating to the use of the Software where no fault is in evidence;
"Transaction Rate"	means the rate used in the calculation of the Licence Fee as specified in the Order;
"Warranty Period"	means the period of 3 calendar months from (and including) the Commencement Date.
"Working Day"	means any day other than a Saturday or Sunday on which the clearing banks are open for business in the City of London.

1.2 In these Conditions:

- 1.2.1 any reference in this Agreement to any provision of any Act of Parliament shall include reference to any subordinate legislation (as defined in the Interpretation Act 1978) made pursuant thereto and shall be deemed to be a reference to such Act of Parliament or subordinate legislation as amended, modified or re-enacted (whether before or after the date hereof) and any reference to any provision of any such Act or subordinate legislation shall also include where appropriate any provision of which it is a re-enactment (whether with or without modification).
- 1.2.2 in these Conditions words importing the masculine gender only include the feminine and neuter genders and vice versa and words importing the singular number only include the plural and vice versa and references to persons shall include bodies corporate unincorporated associations and partnerships. The word "including" means "including without limitation".
- 1.2.3 unless otherwise stated, references to recitals, clauses and sub-clauses are references to recitals, clauses and sub-clauses of to these Conditions. The Order forms part of the Agreement.
- 1.2.4 the clause headings are for ease of reference only and shall not affect the construction or interpretation of these Conditions.
- 1.2.5 a reference to a person includes individuals, firms, partnerships, bodies corporate, joint ventures, government departments and any organisation capable of suing or being sued and references to any of the same include the others and their successors and assignees and transferees to the extent that such assignment and transfer are expressly permitted under these Conditions.
- 1.2.6 subject to the restrictions imposed by these Conditions on subcontracting, an obligation to do something includes an obligation to procure it to be done and an obligation not to do something includes an obligation not to wilfully allow it to be done.
- 1.2.7 a reference to "consent" shall mean express written consent in advance of the act in question.

2. Grant of Licence

- 2.1 In consideration for the Client's agreement to these Conditions and for and strictly on condition of the payment by the Client of the Licence Fee in accordance with clause 3, Courage hereby grants to the Client for the Term a non-exclusive licence to use the Licensed Materials. The Client shall not use or permit the Licensed Materials to be used otherwise than in accordance with these conditions.
- 2.2 In this context, "use" means the downloading and installation of the Licensed Materials onto the Client's equipment for the processing of the instructions contained in the Licensed Materials.
- 2.3 All media and documentation (including hard copies of the Documentation or training notes) shall remain the property of Courage at all times and may not be copied or distributed in any manner save with the consent of Courage.

- 2.4 The Software contains a mechanism designed to prevent unlicensed use through the locking down of the Software for active purposes. During such a lock down, the Software will still be operable for archival purposes. In the event of a lock down, please contact Courage.

3. Licence Fee

- 3.1 The Licence Fee shall be calculated by Courage at the Transaction Rate on a monthly basis using data received by Courage pursuant to clause 10. Shortly after the end of each calendar month, Courage shall raise an invoice stating the number of transactions and the rate applicable. Invoices will be delivered by email.
- 3.2 The Client shall pay the Licence Fee by direct debit 5 Working Days from the date on which the invoice in question is received by the Client. Courage reserves the right to charge the Client interest in respect of the late payment of any sum due under these Conditions (before and after judgment) at the rate of 3% per annum above the base rate from time to time of Lloyds TSB Bank Plc from the due date therefore until payment in cleared funds is received.
- 3.4 Value Added Tax shall be payable at the appropriate rate in addition to all sums payable by the Client under this Agreement.
- 3.5 Courage reserves the right to charge the Client all expenses and charges, whether administrative, collection and/or legal incurred in pursuing payment of any sum due under this Agreement in circumstances where payment of any sum has not been made on or before its due date.
- 3.6 If any payment falls due on a day which is not a Working Day it shall be made on the next day which is a Working Day but its amount shall not be adjusted as a consequence.
- 3.7 Courage shall be entitled on 30 days notice to alter the Payment Terms and to increase the Transaction Rate annually with the revised rates and terms applying with effect from the anniversary of the Commencement Date. In so doing, should Courage increase the Transaction Rate by an amount greater than the increase in the Retail Price Index for the 12 months up to the last month published, the Client may terminate in accordance with clause 15.1.7. The Licence Fee payable during the period of such notice shall be calculated at the previous Transaction Rate in force up to the relevant Commencement Date.
- 3.8 Additional Charges shall be levied by invoice and shall be payable within 30 days of the date of each invoice or shall be payable through such other means as Courage in its discretion shall determine from time to time.

4. Installation

- 4.1 The Client alone shall be responsible for the installation of the Software onto the Designated Equipment.
- 4.2 The Client shall be wholly responsible for ensuring that its equipment accords with the Technical Specification.

- 4.4 Upon request by the Client and, where reasonably practicable, prior to installation of the Software Courage shall provide the Client with the Operating Notes.
- 4.5 Training shall be supplied on the Commencement Date following the installation of the Software and shall end no later than 16:00 that day.

5. Warranty and Support

- 5.1 Courage warrants that the Software will perform on equipment that conforms with the Technical Specification substantially in accordance with the Specification during the Warranty Period. During the Warranty Period, should the Client discover an apparent fault in the Software the Client shall forthwith notify Courage in writing or in such a manner as Courage shall from time to time deem appropriate stating the circumstances in which the fault arose, and shall provide such further information as may be required by Courage.
- 5.2 Where, following notification from the Client in accordance with clause 5.1 above, a fault is diagnosed Courage shall take corrective measures using its reasonable endeavours to ensure that the Software does perform in accordance with the Specification including, where necessary, resolving the fault diagnosed.
- 5.3 The Client shall implement the recommendations of Courage at the earliest possible opportunity. The Client acknowledges that its failure to implement any of Courage's recommendations is likely to be detrimental to the effectiveness of the Software.
- 5.4 Courage shall not be responsible for the diagnosis and rectification of any fault resulting from:

General

- 5.4.1 the failure by the Client to implement recommendations previously advised by Courage;
- 5.4.2 the failure by the Client to operate the Software in a manner which is consistent with the Documentation;

Hardware

- 5.4.3 the improper use, operation or neglect of either the Licensed Materials or the equipment on which they are installed, or the use of the Software on equipment that is defective;
- 5.4.4 the use of the Software on equipment that does not conform to the the Technical Specification or that has not been properly configured;
- 5.4.5 any breach by the Client of any of its obligations under any third party maintenance agreement in respect of the equipment on which the Software is installed;

Software

- 5.4.6 the use of the Software otherwise than for any purpose for which it was not designed;
- 5.4.7 any repair, adjustment, alteration or modification of the Software by any person not expressly authorised by Courage to do so;

- 5.4.8 the Client's failure to install and use in substitution for the previous release any New Release within 14 days of notification of availability of the same;
 - 5.4.9 the quality, accuracy, correctness, appropriateness or other characteristics relating to the integrity of the data stored or processed by the Software.
- 5.5 Courage may upon request by the Client provide support and assistance notwithstanding that the faults result from any of the circumstances described in clause 5.4 above and Courage shall be entitled to levy Additional Charges in respect of such Additional Support provided. After the expiry of the Warranty Period, all Technical Support rendered will be the subject of Additional Charges.
- 5.6 Without prejudice to Courage's general obligation to ensure that the Software performs in accordance with the Specification during the Warranty Period, Courage shall be entitled to levy Additional Charges if Technical Support is provided in circumstances where any reasonably skilled and competent data processing operator would have judged the Client's request to have been unnecessary.
- 5.7 If no fault is diagnosed, where appropriate the Client shall be referred for Training or recommendations concerning the Client's systems may be made.
- 5.8 The Client shall not allow any other party to correct faults or otherwise provide technical support for the Licensed Programs at any time either during the Term or thereafter.

6. Training

- 6.1 Where Courage is requested by the Client to provide support services in respect of a matter that is described and/or dealt with adequately in the Documentation, such support will be regarded as Training and will be subject to Additional Charges.
- 6.2 Should the Client request information on the operation, use or implementation of the Software, Courage will arrange a Training session to be delivered in such a manner as it determines to be appropriate and the Training delivered will be subject to Additional Charges.

7. Limitation to Warranty

- 7.1 The Client accepts that the Software is 'off-the-shelf' software and as such, was not designed and produced to its individual requirements. Consequently the Client acknowledges that it may have to alter its procedures in order to successfully implement the Software. The Client acknowledges that it was responsible for the selection of the Software and, having sought such advice and guidance as in the circumstances it believes to be appropriate, the Client is satisfied that the Software is appropriate for its intended purposes.
- 7.2 The Client accepts that Courage has no in-depth knowledge of the Client's business or precise requirements, regardless of whether such requirements have been communicated to Courage by the Client. Consequently, and without prejudice to the foregoing (and, in particular, the warranty given at

clause 5.1 above), Courage does not warrant that the use of the Software will meet the Client's requirements or that the operation of the Software (including, where in machine-readable form, the Documentation) will be uninterrupted or error-free.

- 7.3 Save only for the warranties given at clauses 5.1 and 12.1, to the extent permitted by the applicable law, Courage disclaims all warranties with respect to the Software and/or to the services to be supplied by Courage under these Conditions, whether such warranties be express or implied by statute or common law, including but not limited to any implied warranties of merchantability or fitness for any particular purpose.
- 7.4 These Conditions constitute the entire agreement between the parties and supersede all prior agreements, representations, statements and understandings between the parties in respect of the subject matter hereof. The Client agrees and represents that it has not relied upon any representation or statement not recorded in these Conditions in entering into this Agreement.
- 7.5 No amendment to these Conditions will be valid unless confirmed in writing by a director of Courage together with an authorised signatory of the Client on or after the Commencement Date.

8. Property and confidentiality in the Licensed Materials

- 8.1 The Licensed Materials contain information confidential to Courage and all copyright trade marks and other intellectual property rights in the Licensed Materials are exclusively owned or controlled by Courage.
- 8.2 The Client shall not:
 - 8.2.1 save as provided in clause 9 below copy the whole or any part of the Licensed Materials;
 - 8.2.2 modify merge or combine the whole or any part of the Licensed Materials with any other software or documentation;
 - 8.2.3 assign transfer sell lease rent charge or otherwise deal in or encumber the Licensed Materials;
 - 8.2.4 reverse compile the whole or any part of the Software from object code into source code or reverse engineer the whole or any part of the Software, save that nothing in these Conditions shall be interpreted so as to remove from the Client those rights in respect of the Software that under law cannot be excluded.
- 8.3 The Client shall:
 - 8.3.1 keep confidential the Licensed Materials and limit access to the same to those of its employees, agents and sub-contractors who either have a need to know or who are engaged in the use of the Software (including where appropriate the Documentation);
 - 8.3.2 reproduce on any copy of the Licensed Materials Courage's copyright and trade mark notices;

- 8.3.3 maintain an up-to-date written record of the number of copies of the Licensed Materials and their location and upon request forthwith produce such record to Courage; and
- 8.3.4 without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of Courage in the Licensed Materials.

9. Copying of the Licensed Materials

- 9.1 The parties agree that the Client is the best judge of the value and importance of the data held on its systems (including the Designated Equipment) and the Client will therefore be solely responsible for:
 - 9.1.1 instituting and operating all necessary back-up procedures to ensure that data integrity can be maintained in the event of loss of data for any reason; and
 - 9.1.2 the arrangement of any insurance policy or other financial cover for loss or damage that may arise from loss of data for any reason.
- 9.2 In carrying out its back-up procedures the Client shall be entitled to make back-up copies of the Software. Any such copy shall in all respects be subject to these Conditions and shall be deemed to form part of the Software. Such copies shall be made for the purposes of emergency back-ups and restoration only.
- 9.3 The Client shall not be entitled to copy in whole or in part any of the Documentation.
- 9.4 The Client shall indemnify Courage in respect of any third party claims made against Courage relating to the loss of data from the Client's systems for any reason.

10. Data Processing

- 10.1 On the successful execution of a transaction, a small file will be sent by the Software to Courage by Hypertext Transfer Protocol post containing encrypted information relating to the transaction to be used by Courage for:
 - 10.1.1 calculating the Licence Fee;
 - 10.1.2 raising invoices;
 - 10.1.3 monitoring use of the Software to assess usage by the Client; and
 - 10.1.4 the determination of improvements that may be made to the Software.
- 10.2 For the purposes of this clause and the calculation of the Licence Fee, a successful transaction means the submission of a SDLT form that has resulted in the receipt by the system of a 'Hash IR Mark' (being a unique stamp relating to and confirming the acceptance of the form by the Government portal). Nothing in these Conditions is to be construed so as to interpret a Successful Transaction as guaranteeing acceptance by the Inland Revenue of the SDLT form in question.

- 10.3 Each party undertakes to the other party that in performing its obligations under this Agreement it will observe the provisions of the Data Protection Act 1998 (and any similar or successor legislation) and all regulations and codes of practice made thereunder, and shall indemnify and keep fully and effectively indemnified the other party for any breach thereof.
- 10.4 If and to the extent that Courage processes personal data (as defined in the Data Protection Act 1998) on behalf of the Client, Courage will:
- 10.4.1 take such technical and organisational security measures as are appropriate to protect against unauthorised or unlawful processing of, and/or accidental loss or destruction of, or damage to, such data;
 - 10.4.2 only process such data for and on behalf of the Client in performance of its obligations under these Conditions and where necessary to ensure compliance with the Data Protection Act 1998 only on and in accordance with instructions from the Client;
 - 10.4.3 comply promptly with any request by the Client or any Court order to cease processing or to rectify, block or erase any such data;
 - 10.4.4 allow the Client to audit (but strictly only so far as is necessary for compliance by the parties with the Data Protection Act 1998) its books, records, policies, procedures and technical and organisational security measures on reasonable notice to ensure that it complies with its obligations under this clause;
 - 10.4.5 not transfer any such data outside the European Economic Area if such transfer would breach the eighth data protection principle set out in the Data Protection Act 1998, save insofar as such transfers are unavoidable due to the nature and infrastructure of the internet; and
 - 10.4.6 use all reasonable endeavours to assist the Client to comply with the obligations imposed on the Client by the Data Protection Act in respect of such data.
- 10.5 In the event that Courage is required to cease processing data relating to successful transactions (whether such data contains Personal Data or not) whether further to receipt by Courage of a request from the Client or service on Courage of a court order, this Agreement will terminate forthwith.

11. Limitation and liability

THE CLIENT'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF THIS CLAUSE 11

- 11.1 The following provisions set out the entire liability of Courage (including any liability for the acts and omissions of its employees agents and sub-contractors) to the Client in respect of:
- 11.1.1 any breach of its contractual obligations arising under this Agreement; and

- 11.1.2 any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement.
- 11.2 The liability of Courage to the Client for death or injury resulting from its own negligence or that of its employees, agents or sub-contractors shall not be limited. Nothing in these Conditions shall be interpreted so as to exclude or limit any such liability.
- 11.3 Any act or omission on the part of Courage or its employees, agents or sub-contractors falling within clause 11.1 above shall for the purposes of this clause 11 be known as an "Event of Default". If a number of Events of Default give rise to substantially the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
- 11.4 The liability of Courage to the Client in respect of damage to physical property resulting from an Event of Default shall be limited to £500,000. For the avoidance of doubt, physical property shall not include software, computer code or data.
- 11.5 Save for the liability of Courage to the Client in respect of damage to the physical property, the entire liability of Courage in respect of any Event of Default shall be limited to damages of an amount equal to the Licence Fee paid or payable in the calendar year preceding the Event of Default.
- 11.6 Under no circumstances shall Courage be liable to the Client for loss of data, software restoration; or for loss of profits, loss of goodwill, or for any type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Courage had been advised of the possibility of the Client incurring the same.
- 11.7 The Client hereby agrees to afford Courage not less than 30 days (following notification in writing thereof by the Client) in which to remedy any Event of Default hereunder.
- 11.8 Courage shall have no liability to the Client in respect of any Event of Default unless the Client shall have served written notice of the same upon Courage within 3 months of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.
- 11.9 Nothing in this clause shall confer any right or remedy upon the Client to which it would not otherwise be legally entitled.

12. Intellectual Property Rights

- 12.1 Courage warrants that it is entitled to grant the Licence to the Client.
- 12.2 Subject to the provisions of clause 12.4 below Courage will indemnify and hold harmless the Client against any action, liability, cost or expense (including legal costs and expenses) to be paid to any third party in respect of any claim or action that the normal operation possession or use of the Licensed Materials by the Client infringes the intellectual property rights of the said third party ("an Infringement") provided that the Client:

- 12.2.1 gives notice to Courage of the Infringement forthwith upon becoming aware of the same;
 - 12.2.2 gives Courage the sole conduct of the defence to any claim or action in respect of an Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of Courage; and
 - 12.2.3 acts in accordance with the reasonable instructions of Courage and gives to Courage such assistance as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.
- 12.3 Courage shall have no liability to the Client in respect of an Infringement if the same results from any breach of the Client's obligations under this Agreement.
- 12.4 In the event of an Infringement Courage shall be entitled at its own expense and option either to:
- 12.4.1 procure the right for the Client to continue using the Licensed Materials; or
 - 12.4.2 make such alterations modifications or adjustments to the Licensed Materials so that they become non-infringing without incurring a material diminution in performance or function;
 - 12.4.3 replace the Licensed Materials with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function; or
 - 12.4.4 terminate this Agreement.
- 12.5 The provisions of clause 11 above shall not apply to this clause 12. The Client's sole remedy in respect of the breach by Courage of the warranty given at clause 12.1 above shall be as laid out in clause 12.4 above, together with the indemnity given at clause 12.2 above.

13 Confidentiality

- 13.1 Each party undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received during the period of operation of this Agreement save that information which is:
- 13.1.1 trivial or obvious;
 - 13.1.2 is already known to the receiving party or is in its possession before the disclosure hereunder free of any obligation to keep it confidential; or
 - 13.1.3 in the public domain other than as a result of a breach of this clause.

- 13.2 Each party undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of clause 13.1 above by its employees agents and sub-contractors.

14 Client's Representatives

- 14.1 The Client shall communicate to Courage no later than the Commencement Date the identity of the persons or the department within its undertaking at the Site who shall act as the sole contact point and channel of communication for the provision by Courage of Technical Support. The Client shall forthwith immediately inform Courage of any change in the identity of any such person(s) or department.

- 14.2 Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class post or by facsimile (such facsimile notice to be confirmed by letter posted within 12 hours):

14.2.1 in the case of Courage, marked for the attention of the Managing Director, Courage & Co., Rye Hill, Slaley, Hexham, Northumberland NE47 0AH (facsimile: 01434 673608); and

14.2.2 in the case of the Client, as detailed in the Order

(or, in respect of either party, such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile) upon the expiration of 12 hours after dispatch.

15. Termination

- 15.1 This Agreement shall continue until terminated in accordance with the provisions of this clause 15.

- 15.1 This Agreement may be terminated:

15.1.1 forthwith in writing by Courage if the Client fails to pay any sum due hereunder within 30 days of the due date therefor;

15.1.2 forthwith by Courage or the Client if one party commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;

15.1.3 forthwith in the event that an Infringement has occurred and Courage, in accordance with clause 12.4, has elected to terminate the Agreement;

15.1.4 by the either party upon the expiration of not less than 12 months notice in writing to the other;

15.1.5 following an Event of Force Majeure, by the party not in default in accordance with clause 16.3;

15.1.6 forthwith in writing by Courage in the event of breach by the Client of clause 17.1;

- 15.1.7 on 30 days notice to Courage in writing by the Client in the event that Courage has increased the Transaction Rate by more than the Retail Price Index in accordance with clause 3.7;
- 15.1.8 forthwith by Courage in accordance with clause 10.5 in the event that it is required to cease processing data relating to Successful Transactions.
- 15.2 For the avoidance of doubt this Agreement may be terminated notwithstanding any delay, forbearance or service provided by Courage following the occurrence of grounds for such termination.
- 15.3 Any termination of this Agreement pursuant to this clause 15 shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of any party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 15.4 Subject to clause 15.5 below within seven days of the termination of this Agreement (howsoever and by whomsoever occasioned) the Client shall destroy all copies of the Licensed Materials in its possession or under its control and the Client shall at its own cost return to Courage any other property in its possession belonging to Courage.
- 15.5 Notwithstanding the provisions of clause 15.4 above the Client shall be entitled for a period of five years from the date of termination to keep one copy of the Licensed Materials free of charge in a fire-proof room for archival purposes. If the Client uses any of the Software other than for archival purposes it shall forthwith become liable to pay to Courage its then current charges for the use of the Software or any equivalent software then licensed in substitution for the Software.

16. Force Majeure

- 16.1 No party hereto shall be liable for any breach of its obligations hereunder resulting directly from causes beyond its reasonable control including but not limited to fires strikes (of its own or other employees) insurrection or riots embargoes container shortages wrecks or delays in transportation inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an "Event of Force Majeure").
- 16.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 16.3 If a default due to an Event of Force Majeure shall continue for more than 30 days then the party not in default shall be entitled to terminate this Agreement. No party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

17. General

- 17.1 The Client shall not directly or indirectly solicit the services of any person who is or has at any time been employed by Courage to supply training or support

services to its clients, nor shall the Client accept any such services from any such person at any time.

- 17.2 The waiver by any party of a breach or default of any of these Conditions by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of any party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 17.3 If any of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the remainder of these Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provisions a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.
- 17.4 This Agreement shall be binding upon and enure for the benefit of the successors in title of the parties.
- 17.5 The Client shall not be entitled to assign this Agreement nor any of its rights and obligations hereunder nor sub-license the use (in whole or in part) of the Licensed Program materials without the prior consent of Courage or Courage.
- 17.6 Courage shall be entitled to assign this Agreement and any of its rights and obligations at any time.
- 17.7 No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third parties) Act 1999 to rely upon or enforce any term of this Agreement provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.
- 17.8 This Agreement shall be governed by and construed in accordance with English law and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

SCHEDULE

Specification

Functionality:



SDLT.co.uk is a standalone database that collects the appropriate data required and validates it, in advance of submitting that data electronically and securely direct to the government gateway for the purposes of using the HMRC e-submission service for Stamp Duty Land Tax.

Minimum Specification:

Microsoft Windows® 98 or higher, Office 97 or higher, an internet connection, (ideally a broadband/ ISDN connection).

Limitations:

SDLT.co.uk is intended for use with IBM compatible Personal Computers, that use the Windows (TM) operating system. SDLT.co.uk is not tested with any other operating system such as Apple Macintosh, Linux, Unix and therefore has no warranty if these operating systems are used and no support is offered in respect of such installations.

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ENDS