

Software License and Support Agreement

THIS AGREEMENT is made the _____ day of _____ 20 (the Commencement Date)

PARTIES:

1. LAWSUITE LLP of whose company number is SO301471 and whose registered office is at 33, Leslie Street, Blairgowrie, Perthshire PH10 6AW herein referred to as "Lawsuite"

2. _____

whose company number is (if any) _____

and whose registered office is at

_____ herein referred to as "Customer"

each a "Party" and respectively the "Parties".

INTRODUCTION

Lawsuite has agreed to grant, and Customer has agreed to receive, a non-exclusive license to use such computer software programs (as more particularly identified in Schedule 1, as amended by written agreement from time to time), and Lawsuite has agreed to provide certain support services in respect of such computer software programs to Customer, upon the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- "Designated Premises" means the premises of Customer at which Lawsuite shall install the Desktop Software.
- "Desktop Software" means the Desktop Software (as more particularly identified in Schedule 1, as amended by written agreement from time to time).
- "Installation Fee" means the fee payable by Customer to Lawsuite for installation of the Desktop Software, as specified in Schedule 2.
- "Intellectual Property Rights" means patents (including patent applications), registered designs, trade marks and service marks (whether registered or otherwise), copyright, database rights, design rights and other intellectual property rights, including in other jurisdictions, that grant similar rights as me foregoing, including those subsisting in inventions,

	drawings, performances, software, semiconductor topographies, improvements, modifications, alterations and enhancements, and in applications for the protection thereof, throughout the world.
“License”	means the license to Use the Software granted by Lawsuite to Customer pursuant to Clause 2.1.
“License Fee”	means the fee payable by Customer to Lawsuite in consideration of the License to Use the Software, as specified in Schedule 2.
“New Release”	means a new version of the Software, as may be issued from time to time by Lawsuite.
“Software”	means the Desktop Software and/or Web Software (including New Releases, patches, enhancements and modifications thereto) listed in Schedule 1, including all relevant user documentation and manuals (if any), together with any other software programs agreed in writing between Customer and Lawsuite from time to time.
“Support Fee”	means the fee payable by Customer to Lawsuite in consideration of the Support Services, as specified in Schedule 2.
“Support Services”	means the support services to be provided by Lawsuite to Customer, as specified in Schedule 3.
“Use the Software”	means the right of Customer’s Users to access and use (in accordance with system privileges issued by Lawsuite) the Software (including New Releases, patches, enhancements and modifications thereto, as issued by Lawsuite from time to time) on its equipment at the Designated premises in connection with Customer’s ordinary business, which shall include the right to make one back-up copy of the Software. “Use the Desktop Software” and “Use the Web Software” shall be constructed accordingly, provided that, in the case of Web Software, which is made available, via the Internet, from Lawsuite servers, Customer shall have no right to make back-up copies of the Software and the restriction for use only on equipment at the Designated Premises shall not apply.
“Users”	means that concurrent number of employees and other personnel of Customer who are entitled to access and use the Software, as specified in Schedule 2 and as may be amended by agreement in writing from time to time.
“Web Software”	means the Web Software (as more particularly identified in Schedule 1, as amended by written agreement from time to time.
“Subscribers”	means any person or body the Customer provides the Software as the end-user product including in return for remuneration or reward.

2. CONSIDERATION

- 2.1 In consideration of the payment by Customer to Lawsuite of the License Fee, Lawsuite hereby grants to Customer a License to Use the Software. Customer hereby acknowledges that it is licensed to Use the Software only in accordance with the express terms of this Agreement and not further or otherwise. Customer shall not permit access to Use the Software other than to that number of Users for which a License Fee has been paid, as

specified in this Agreement.

- 2.2 In consideration of the payment by Customer to Lawsuite of the Installation Fee, Lawsuite shall install the Desktop Software indicated in Schedule 1 as subject to the License to Use the Software, in machine readable form, on Customer's equipment at the Designated Premises. Installation of the Desktop Software shall take place on a date agreed between the parties, provided that time shall not be of the essence in this respect. If Lawsuite is unable to install the Desktop Software for any reason on the agreed date, the Parties shall Endeavour to agree an alternative date on which installation shall take place. Customer shall be entitled to Use the Desktop Software with effect from completion of the installation by Lawsuite.
- 2.3 Where the License Fee covers Web Software (as indicated in Schedule 1 as subject to the License to Use the Software), then, with effect from the Commencement Date (or such later date as the parties shall agree), Customer shall be entitled to Use the Web Software via the Internet.
- 2.4 In consideration of the payment by Customer to Lawsuite of the Support Fee, in installments as further described in Schedule 2, Lawsuite shall provide the Support Services in connection with the Software (but not otherwise). Time shall be of the essence in respect of payment of all installments of the Support Fee. In the event of late payment of the Support Fee, Lawsuite reserves the right, without prejudice to its other rights and remedies, to suspend the provision of the Support Services and to suspend Customer's use of the Desktop Software and Lawsuite servers via the Internet, until such time as payment in full is received.
- 2.5 Where Lawsuite agrees to provide training services in connection with the Software, the scope, time, location and charges for such training services shall be agreed in writing between the parties prior to such training services being performed.

3. PROPRIETARY RIGHTS

- 3.1 The Software and the copyright and other Intellectual Property Rights of whatever nature in the Software are and shall remain the property of Lawsuite and Lawsuite reserves the right to grant licenses to Use the Software to third parties.
- 3.2 For the avoidance of doubt, the Intellectual Property Rights in any modifications or enhancements to the Software, whether permitted under applicable law or by Lawsuite pursuant to this Agreement, shall belong to Lawsuite
- 3.3 All data and documents processed by the Software remain the property of Customer

4. WARRANTY EXCLUSION

- 4.1 Lawsuite warrants that the Desktop Software will, on installation, be free from any virus identified by such virus checking software as may be in use by Lawsuite from time to time. Lawsuite will undertake regular virus checking of the Web Software, but due to the method of accessing the Web Software via the Internet and/or applicable communications systems, Lawsuite does not warrant that accessing and using the Web Software in this way will not result in viruses which emanate outside Lawsuite being introduced to Customer's computer equipment and systems.
- 4.2 Lawsuite warrants that the media (if any) on which the Desktop Software is provided will be free from errors in materials or workmanship for 90 days from the date of its provision. Customer's sole remedy for breach of this warranty will be to require Lawsuite to replace any

media notified during this period as being faulty.

- 4.3 Lawsuite does not warrant that the Software is error free or that its use will be uninterrupted. Customer acknowledges that Lawsuite is not responsible for any inability of Customer to access and/or use the Web Software due to interruptions to, or unavailability of, the Internet and/or applicable communications systems.
- 4.4 Apart from the express warranties set out in this Clause, Customer acknowledges that the Software is provided "as is" and without warranty as to suitability, functionality, satisfactory quality or performance, and that the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by the statute (including, but not limited to, any warranty regarding quality or fitness for a particular purpose), common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

5. ALTERATIONS

- 5.1 Except to the extent and in the circumstances expressly permitted in writing by Lawsuite or by law, Customer shall not (nor permit its Users or any other party to) alter, modify, adapt or translate the whole or any part of the Software in any way whatever nor decompile, disassemble or reverse engineer the same nor attempt to do any such things.

6. TERMINATION

- 6.1 This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with this Clause.
- 6.2 Lawsuite may terminate this Agreement (and the License granted hereunder) forthwith on giving notice in writing to Customer if:
- (a) Customer commits any material breach of any term of this Agreement and (in this case of a breach capable of being remedied) shall have failed, within thirty (30) days after the receipt of a request in writing from Lawsuite to do so, to remedy the breach (such request to contain a warning of Lawsuite' intention to terminate);
 - (b) Customer fails, where Customer pays the Support Fee by installments (as described in Schedule 2), to pay such installments for a consecutive period of two (2) months, or fails, where Customer pays the Support Fee by advance annual payment, (as described in Clause Schedule 2), to pay the Support Fee within twenty-eight (28) days of its due date for payment; or
 - (c) Customer shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme or solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if Customer shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or shall cease to carry on business.
- 6.3 Customer may terminate this Agreement (and the License granted hereunder) forthwith on giving notice in writing to Lawsuite if:
- (a) Lawsuite commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within thirty (30) days after the receipt of a request in writing from Customer to do so, to remedy the breach (such request to contain a warning of Customer's intention to terminate); or

(b) Lawsuite shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme or solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if Lawsuite shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or shall cease to carry on business.

6.4 Where Customer pays the Support Fee by equal monthly installments (as described in Schedule 2), either party may terminate this Agreement for convenience by not less than three (3) months' notice in writing at anytime. Customer pays Support Fee annually (as described in Schedule 2), either party may terminate this Agreement by giving the other party not less than three (3) months' notice at any time to expire with effect from the day immediately prior to the next anniversary of the Commencement Date.

6.5 Save as expressly provided in this Clause, this Agreement may not be terminated.

6.6 Forthwith upon the termination of this Agreement:

(a) in the case of Desktop Software, Customer shall return the Desktop Software to Lawsuite or, if requested by Lawsuite, shall destroy the Desktop Software by erasing it from the magnetic and optical media and/or equipment on which the Desktop Software (including copies) is stored and certify in writing to Lawsuite that they have been destroyed; and

(b) in the case of Web Software, Customer shall cease to access and use the Web Software via the Internet and Lawsuite shall be entitled to prevent Customer and its Users from having and such further access and use.

6.7 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the 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.

7. LIABILITY

7.1 Lawsuite' liability to Customer under this Agreement:

(a) for fraud, fraudulent misrepresentation or dishonesty of its directors, officers, employees, agents and contractors; and

(b) for death or personal injury caused by negligence, including that of its directors, officers, employees, agents or contractors' negligence; and shall not be limited.

7.2 Subject to Clause 7.1 above, Lawsuite' liability to Customer under this Agreement shall be limited to the direct loss and damage suffered by Customer and shall not include any indirect or consequential loss or damage (including, without limit, loss of profits, loss of anticipated savings, loss of business opportunity and other pecuniary loss, and loss of damage to data, each of the aforesaid being considered to be indirect or consequential in every event) whether or not the possibility of such damage or loss occurring was foreseeable, foreseen or known by Lawsuite or if Lawsuite had been advised of the possibility of such damage or loss in advance.

7.3 Subject to Clause 7.1 and 0 above, Lawsuite' liability to Customer for direct loss or damage shall, in respect of each event or series of connected events, be limited to the aggregate amount of Support Fees paid by customer to Lawsuite in the three (3) calendar months prior to the event (or in the case of a series of connected events, the first occurrence thereof) in question, provided that in any period of twelve (12) months, Lawsuite' aggregate liability to

Customer for all direct loss and damage caused during such period shall be limited to the total amount of Support Fees paid by Customer to Lawsuite in that period.

7.4 No claim, regardless of its cause of action, arising out of this Agreement, may be brought by Customer against Lawsuite more than one (1) year after the cause of action has arisen or, if later, more than one (1) year after Lawsuite ought reasonably to have been aware that the cause of action had arisen. In connected with repeated breaches relating to the same cause of action, giving rise to liability under this Agreement, the period specified in this Clause shall be deemed to commence on the date of the first such breach.

8. ASSIGNMENT

Customer shall not be entitled to assign, sub-license or otherwise transfer this Agreement whether in whole or in part.

9. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, arrangements, and understandings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorised representative of each of the Parties.

10. NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient as set out below or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by first class prepaid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission, upon the sending Party's receipt of a transmission slip indicating successful transmission of such facsimile.

Address of Customer

By post to:

By facsimile to:

For Attention of:

Address of Lawsuite

By post to: 94 Trefoil Crescent, Crawley RH11 9EZ

For Attention of: The Partners of Lawsuite LLP

Payments

By BACS Account number 82000756 Sort Code: 09-01-27 Reference: Your assigned User Code

11. INTERPRETATION

In this Agreement:

11.1 reference to any statute or statutory provision includes a reference to that of statute or statutory

provision as from time to time amended, extended or re-enacted;

- 11.2 words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa;
- 11.3 any reference to a Party to this Agreement includes a reference to its successors in title and permitted assigns;
- 11.4 the headings to the Clauses and Sections refer to the clauses and sections of this Agreement and its Schedules as appropriate, and for ease of reference only and shall not affect the interpretation or construction of this Agreement.

12. LAW

This Agreement shall be governed by and construed in accordance with the laws of England

13. DISPUTES

Any dispute which may arise between the Parties concerning this Agreement shall be determined by the English Courts and the Parties hereby submit to the exclusive jurisdiction of the English Courts for such purpose.

14. FORCE MAJEURE

Lawsuite shall not be liable for any failure to perform any of its obligations due to any reason beyond the reasonable control of Lawsuite and its suppliers including (without limit) interruptions to the Internet and communications systems.

15. SEVERABILITY

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

IN WITNESS WHEREOF the Parties have made this Agreement with effect from the Commencement Date.
SIGNED for and on behalf of

LAWSUITE LLP

By

Signature

Title

Witness

SIGNED for and on behalf of

CUSTOMER_____

By

Signature

Title

Witness

Law Suite

SCHEDULE 1 (Software)

Note: only items Software which are indicated below are covered by the License to Use the Software granted by the Agreement.

Lawsuite England & Wales	<input checked="" type="checkbox"/>
Lawsuite Scotland	<input checked="" type="checkbox"/>
Lawsuite Northern Ireland	<input checked="" type="checkbox"/>
Field Agent Administration Suite	<input type="checkbox"/>
Continuing & Welfare Power of Attorney	<input type="checkbox"/>
Enduring Power of Attorney	<input type="checkbox"/>
Field Agent Global Link	<input type="checkbox"/>
Software Deployment Suite	<input checked="" type="checkbox"/>
Software Configuration & Settings Assistant	<input checked="" type="checkbox"/>



SCHEDULE 2 (Fees)

1. LICENCE FEE

Customer shall pay to Lawsuite an annual fee £720.00, The License Fee is payable on the Commencement Date.

Customer shall pay to Lawsuite a one-off License Fee of £0+VAT. The License Fee is payable on the Commencement Date.

If the Customer decides to exit this agreement within 14 days of the Commencement Date, the Customer shall receive a full refund.

2. INSTALLATION FEE (if Lawsuite engineer visits Customer)

Customer shall pay to the visiting engineer one-off Installation Fee of £1600. If additional Software, other than that identified in Schedule 1, is licensed to Customer during the term, an additional Installation Fee, in accordance with Lawsuite' then current rates, will be payable by Customer to Lawsuite prior to installation of that Software.

3. USERS

The Software is licensed for use by 5 concurrent User/s. Such number of concurrent Users as are more particularly listed against each type of Software product the subject of this Agreement, as identified in Schedule 1*. Customer shall not otherwise part with or allow access to or use of the Software at any time without Lawsuite' prior written consent.

[* complete as applicable]

4. SUPPORT FEE

4.1 Customer will pay to Lawsuite an annual Support Fee of £0.00 to be revised annually according to the prevailing Retail Price Index and Customer may choose either of the following options in respect of the Support Fee:

(a) equal monthly installments £0.00, payable (by direct debit mandate (DDM) on the 1st day of each calendar month. The first such installment shall become due and payable on the Commencement Date (or as soon thereafter as is reasonably practicable) with subsequent installments thereafter becoming due and payable in full at the beginning of each calendar month. Customer agrees to set up a DDM to process such payment to Lawsuite; or

(b) single lump sum, payable annually in advance on the Commencement Date in respect of each year of this Agreement.

4.2 Lawsuite may, not more than once per year, increase the Support Fee by notice in writing to Customer. Where Customer pays the Support Fee by installments (as described in Section 4.1 above), the increase will take effect in respect of the next month's installment of the Support Fee and shall not be retrospective. Where Customer pays the Support Fee annually (as described in Section 4.1 above), the increase will take effect in respect of the twelve (12) month period starting on the next anniversary of the Commencement Date and shall not be retrospective.

5. DESIGNATED PREMISES

Lawsuite shall install the Desktop Software, which is licensed for use at, the premises of Customer. Customer shall not permit the Desktop Software to be used on equipment other than that on which it is installed by Lawsuite. This includes the use of the Desktop Software via a network, other than as expressly permitted in writing by Lawsuite. Where Web Software is covered by this Agreement, access is via the web and is not restricted to a User accessing and using the Software from equipment at the Designated Premises, such that dial up from remote sites is permitted, provided always that access is only to be permitted to authorised Users of Customer and who have been granted system privileges by Lawsuite.

6. REPORTING AND AUDIT

Customer agrees to submit a statement to Lawsuite, upon request, certifying the number of concurrent Users of the Software and identifying the equipment on which the Software is installed for use. Lawsuite reserves the right to enter Customer's Designated Premises on reasonable prior written notice during normal business hours in order to verify and audit that Customer's Use of the Software is in accordance with the terms of the Agreement.

7. INTEREST

If any sum payable under this Agreement is not paid within seven (7) days after the due date then (without prejudice to the Lawsuite' other rights and remedies) Lawsuite reserves the right to charge interest on such sum on a day to day basis from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of four percent (4%) above the base rate of Nat West Bank plc (or such other London Clearing Bank as Lawsuite may nominate) from time to time in force compounded quarterly. Such interest shall be paid on demand.



SCHEDULE 3 (Support Services)

- 1 The Support Services comprises provision of a standard written response (faxed or sent by email) to assist Customer to self-diagnose and fix standard problems. In exceptional circumstances, where this method of support is unsuitable to the nature of the problem, telephone help desk support is provided on a reasonable efforts basis during normal business hours (Monday - Friday, 09:00 - 17:30, excluding all UK bank and other public holidays).
- 2 Support requests may only be made by registered Users. Customer may nominate a maximum of two (2) named individual Users who may make such requests at any one time. Changes to the identity of the registered Users shall be notified in writing by Customer to Lawsuite.
- 3 Support requests may be logged by telephone, fax or e-mail. In each case the registered User requesting support must provide sufficient details of the nature of the problem. Lawsuite may refuse to provide Support Services in respect of support requests that relate to products over than the licensed Software. Alternatively, Lawsuite shall be entitled to charge for such support at its then current rates.
- 4 Lawsuite shall be entitled to charge at its then current rates for support necessitated due to any misuse of the Software or its use other than in accordance with the terms of this Agreement, including the terms of any user manuals or other documentation provided by Lawsuite to Customer from time to time.