

Application Programming Interface (API) Terms and Conditions

Effective as of November 2015

Your right to access and use the Sage Business Cloud Accounting API and its associated documentation (together, the “API”) is subject to the terms set out in this agreement (“Agreement”). You indicate your acceptance of all the terms of this Agreement by downloading or using the API in any way. If you do not agree to all the terms of this Agreement, you should not utilise the API. We may update these terms and conditions at any time. If we do, we will notify you and your continued use of the API will indicate your acceptance of the revised terms.

1. Definitions and Interpretation

Unless the contrary is indicated, for the purposes of this Agreement, the following definitions are intended to apply in all instances where such terms are used throughout this Agreement:

- 1.1. In consideration of your acceptance and compliance with this Agreement, we grant you a non-exclusive, non-assignable, revocable right to use the API. You may use the API for the purpose of developing your own software/online services to integrate with Sage Business Cloud Accounting (“API Application”) and for related testing only.
 - 1.2. Except as permitted under this Agreement, you will not and will not allow anyone else to:
 - 1.2.1. copy, transfer, sell (or resell), sub-licence, lease, mortgage, rent, loan, publish, distribute or otherwise make the API available to any other person, whether or not for commercial gain;
 - 1.2.2. use the API to enable, permit or facilitate any person (including yourself) to use Sage Business Cloud One Accounting in any way not permitted under the relevant terms and conditions of use;
 - 1.2.3. other than to the extent permitted by law, alter, adapt, merge, modify, translate, reverse engineer, decompile, disassemble, create derivative works of the whole or any part of the API or Sage Business Cloud Accounting, except with our prior written consent;
 - 1.2.4. remove, change or obscure any of our proprietary notices, labels or marks associated with the API; or
 - 1.2.5. for the purpose of incorporation into or the development of any software or other product or technology which competes with Sage Business Cloud Accounting, use or copy (irrespective of the extent of copying) the whole or any part of the API’s or Sage Business Cloud

Accounting's graphic user interface, operating logic or underlying database structure and database fields.

- 1.3. You acknowledge that we will retain ownership of the intellectual property rights in and to the API and Sage Business Cloud Accounting, including any copies.
- 1.4. We may update, modify, suspend or discontinue the API at any time and make no guarantee that the API will be suitable for your intended use or that it will be error or bug-free. You use the API solely at your own risk and, subject to clause 1.5, we exclude all liability and responsibility for any loss or damage arising out of or in connection with the API, even if we have been advised of the likelihood of such loss or damage.
- 1.5. Save as provided in clause 1.4, our entire liability to you under this Agreement shall be limited to \$100. Nothing in this Agreement will exclude or limit our liability for (a) fraud, (b) death or personal injury arising out of our negligence or (c) anything that can't be excluded or limited by law.
- 1.6. We may, at our sole and absolute discretion, terminate this Agreement and your use of our API immediately on notice at any time.

2. Your rights and obligations

- 2.1. You may develop your own API Application and customise Sage Business Cloud Accounting subject to the following, you will:
 - 2.1.1. ensure that prior to distribution to a third party, your API Application is sufficiently tested to ensure that it:
 - a) provides the functions and facilities and performs as described in writing by you including in any associated documentation prepared by you. If requested by us, you will provide to us copies of such test results, written descriptions and associated documentation; and
 - b) will not adversely affect the functions and facilities of Sage Business Cloud Accounting (or any other software owned by us or any company in our group) with which your API Application is intended to or may be used;
 - 2.1.2. make clear to every licensee or third party user of your API Application that your API Application belongs to you and that you are not our agent, partner or authorised representative and that no legal relationship, whether contractual or otherwise, exists between that licensee and us and that we are not responsible for your API Application or other documentation licensed, made available or otherwise distributed by you;
 - 2.1.3. not use (nor permit any third party to use) any name, trade mark, trade name, insignia, logo, symbol or slogan (whether registered or not) owned or used by us or any company in our group now or in the future anywhere in the world ("Sage Mark"), or any mark, words, logo,

device or any other branding which is similar to or mimics any Sage Mark, without our prior written consent. This means, for example, that you will not use Sage Marks in your API Application name or in a domain name; and

- 2.1.4. at all times defend and indemnify us against any claim made against us relating to the use by any third party of your API Application. Without limiting the previous sentence, you warrant that your API Application is and will be developed and owned by you and you will defend us and other companies in our group from and against any claim or action that the use or possession of your API Application (or any part) infringes the intellectual property rights of a third party (“IPR Claim”) and you will indemnify us and other companies in our group from and against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against us or any other company in our group as a result of, or in connection with, that IPR Claim. The indemnities and warranty in this clause 2.1.4 will remain in full force and effect irrespective of any termination of this Agreement.

3. API Partner Page

- 3.1. You will provide to us such materials as we may reasonably request (including without limitation text, pictures, graphics, icon buttons, weblinks and marketing materials) relating to your API Application (the “API Materials”). Sage may, but is under no obligation to, display your API Materials on the Sage Business Cloud Accounting API Page, make references to your API Applications or display your Materials on social media and other Sage Pastel Marketing channels. Sage may take down or remove the displayed API Materials at any time in its sole discretion.
- 3.2. Sage may disclose its brand images and associated materials for Sage Business Cloud Accounting to be utilised by you in relation to your promotion of the API Application (the “Sage Materials”) at its sole discretion. All materials, displays and use of the Sage Materials must be preapproved in writing and in strict accordance with the Sage Brand Guidelines, available on request. You will immediately take down or remove displayed Sage Materials at our request.
- 3.3. You shall defend, indemnify and hold us harmless against any loss or damage (including without limitation reasonable attorneys’ fees) arising from claims, demand, suits or proceedings (“Claims”) brought against us by a third party alleging that (a) the API Materials infringe the intellectual property rights of a third party, or (b) any act or omission by you or made on your behalf of fraud, dishonesty, reckless or wilful misconduct or misrepresentation.
- 3.4. We shall defend, indemnify and hold you harmless against any loss or damage (including without limitation reasonable attorneys’ fees) arising from claims, demand, suits or proceedings (“Claims”) brought against you by a third party alleging that (a) the Sage Materials infringe the intellectual property rights of a third party, or (b) any act or omission by us or made on our behalf of fraud, dishonesty, reckless or wilful misconduct or misrepresentation.

4. User Privacy, Prohibited Actions and Platform Usage

- 4.1. Your API Application must contain a privacy policy, either as part of the API Application's terms and conditions or separately. This must be displayed and require acceptance before download, installation or sign up (as applicable). This privacy policy should clearly disclose the personal information that may be gathered and how this information may be utilised. Where your API Application supports cookies, the privacy policy must disclose that third parties may, in the course of providing content, be placing and reading cookies on the users system. Sage reserves the right to request changes to the privacy policy, where it considers it necessary.
- 4.2. You may not solicit another developer's API key. Where Sage determines that an API key has been compromised, it reserves the right to reset or revoke the key.
- 4.3. You may not facilitate or encourage the publishing of private or confidential information.
- 4.4. You may not use, display, mirror or frame (including in meta-tags or hidden text) on the Sage Business Cloud Accounting websites, or any individual element of the websites without Sage's written consent.
- 4.5. You must be transparent with users and may not mislead, confuse, or otherwise surprise users. Your API Application must clearly identify its purpose, functions, access permission and other requirements and you may not request or obtain any personal or confidential information, nor make changes to a user's system that is not directly required for the proper functioning of the API Application. For example, the API Application should not unnecessarily modify a user's account settings, data, device, store, share user's data, or attempt to gain any rights to users' data.
- 4.6. The API is continually being developed and will be updated to refine (or remove) existing features and to add additional features as required. You will be solely responsible to maintain and update your API Application as necessary.
- 4.7. We reserve the right to limit the number of "calls" accepted by the API, where we believe that the number of calls from an API Application is negatively impacting the Sage Business Cloud Accounting service.

5. Independent Development

- 5.1. Delay or failure to comply with or breach of any terms and conditions of this Agreement, if occasioned by or resulting from an act of God, or public enemy, fire, explosion, earthquake, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strike, riot strikes, blockade, embargo, sanctions, epidemic, act of government or other authority, compliance with government orders, demands or regulations or any circumstances of like or different nature beyond the reasonable control of the Party so failing (force

majeure), will not be deemed to be a breach of this Agreement, nor will it subject either Party to any liability to the other.

- 5.2. Should either Party be prevented from carrying out its contractual obligations by force majeure lasting continuously for a period of 15 (fifteen) days, the Parties will consult with each other regarding the future implementation of this Agreement. If no mutually acceptable arrangement is arrived at within a period of 15 (fifteen) days thereafter, either Party will be entitled to terminate this Agreement forthwith on written notice.

6. Fees

- 6.1. The API is currently provided free of charge. Sage reserves the right to charge for the API in the future.

7. General

- 7.1. If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 7.2. Any failure by us to enforce any of the terms of this Agreement will not be construed as a waiver of our rights and remedies which are cumulative and are not exclusive of any rights and remedies provided by law.
- 7.3. This Agreement constitutes the entire agreement between you and us relating to the API, and replaces all documents, information and other communications (whether spoken or written) between us on this subject. We both acknowledge and agree that in entering into this Agreement neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 7.4. This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent, We may transfer this Agreement to another organisation which is part of our group of companies at any time.
- 7.5. Nothing in this Agreement is intended to or will operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 7.6. As we, Sage, trading as Sage One (Pty) Ltd, are part of a group of companies, our parent company The Sage Group plc may enforce the terms of this Agreement. Otherwise, a person who is not a party to this Agreement has no right to enforce any term of it. However, pursuant to clause 7.4, we assign this Agreement to another company in our group as of 30 September 2016. From this date, your Agreement will not be with Sage Business Cloud Accounting, but instead with Sage Software Australia (Pty) Ltd (“Sage Software Australia”). This means that only you, we (Sage One to 30 September 2016 and Sage Software Australia from 1 October 2016) and The Sage Group plc can enforce the rights set out in this Agreement.
- 7.7. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of Australia and we both agree that the courts of Australia will be the only courts that can decide on legal disputes or claims about this Agreement.