

Sage People Terms of Service

Last Updated: October 2026

These terms govern the use of the Services and are an agreement between you and the Sage company identified below.

1. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with, the subject entity, where **"control"** is the direct or indirect ownership or control of at least a majority of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues.

"Agreement" means these terms, your Order(s), the Data Processing Agreement, Privacy Notice, any Statement(s) of Work between you and us, and any exhibits and annexes hereto or to an Order or a Statement of Work, or terms and conditions referred to within any of the aforementioned.

"AI Data" means together AI Input Data, AI-Generated Output and any data derived from or containing the same.

"AI-Generated Output" means the content generated and returned to a User resulting from that User prompting or using an AI System in the context of, or embedded within, the Services.

"AI Input Data" means any data input into an AI System by you or any User, including (without limitation) prompts, queries and instructions (in whatever medium or format), but excluding: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (b) Sage provided customisation, or fine-tuning data.

"AI Policy" means any policy we publish or otherwise make available from time to time (including any amendments to it) which we communicate to you, containing requirements and restrictions applicable to the use of AI Systems by you and your Users.

"AI System" means any artificial intelligence technologies, systems, models, tools or functionality, including machine learning, deep learning, generative AI, and any autonomous, semi-autonomous or agentic AI functionality or capabilities.

"Customer Data" means the data, information, files, photos, documents or material provided, inputted, shared or submitted by Users, or otherwise on your behalf, into the Services, which may include data (including Personal Data), relating to Users, your customers, suppliers, employees or third parties, and includes any AI Input Data.

"Data Processing Agreement" means the Data Processing Agreement posted on <https://www.sage.com/en-au/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-agreement/> (or such other URL as notified to you) as amended from time to time.

"Data Protection Laws" has the meaning set forth in the Data Processing Agreement.

"Documentation" means the online or written user guides, specifications, and manuals regarding the Services made available by Sage, and any updates thereto.

"Effective Date" (i) of the Agreement means the date when the first Order is signed by both you and us, and (ii) of an Order means when the Order is signed by both you and us.

"Force Majeure" means an act of God (e.g., a natural disaster, accident or epidemic) or another event outside of reasonable control of the party seeking excuse of performance (e.g., acts of war, terrorism, government authority or by another third party outside

the party's control).

"Intellectual Property Rights" means all intellectual property rights of any nature anywhere in the world whether registered or unregistered, including: patents, utility models, trade marks, service marks, trade names, domain names, goodwill, and the right to sue for passing off, and applications thereof; registered and unregistered design rights and applications for registered designs; copyright and related rights; database rights, rights in confidential information and know-how; and all other intellectual property rights and equivalent forms of protection subsisting now or in the future, in each case for the full term of such rights, including all renewals and extensions.

"Order" means an ordering document (such as a licence order, additional order or a work order) executed by you and us for subscription to Services and/or, if applicable, for the provision of professional services by us.

"Personal Data" shall have the meaning as set out in the Data Processing Agreement.

"Privacy Notice" means the privacy notice posted on <https://www.sage.com/en-au/legal/privacy-and-cookies/> (or such other URL as notified to you) as amended from time to time.

"Reseller" means an authorised Sage reseller through which you purchase a subscription to the Services.

"Sage" means The Sage Group plc or its Affiliates.

"Sage Data" means: (a) the information on the Order, data about the configuration and use of the Services, the Documentation, and other information provided to you via login in the Services or otherwise by Sage during performance under this Agreement; and (b) excludes: (i) Customer Data; and (ii) AI-Generated Outputs.

"Salesforce" means Salesforce.com, Inc., a Delaware corporation, having its principal place of business at The Landmark @ One Market, Suite 300, San Francisco, California 94105, and Salesforce.com EMEA Limited, a limited liability company having its registered office at Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, and their respective Affiliates (as the context requires).

"Salesforce Technology" means all of Salesforce's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Salesforce in providing the Services.

"Services" means the products and services ordered by you under an Order and made available online by Sage, including any associated offline or mobile components, Updates (whether optional or mandatory), and any add-ons, modules, features or functionality that work with the products or services including any AI Systems, but excluding all Third-Party Services.

"Statement of Work" means a statement of work between you and Sage for the provision of consulting or other professional services by Sage related to the Services.

"Third-Party Provider" means any third party (other than Sage and Salesforce) that provides a Third-Party Service.

"Third-Party Service" means (except for Salesforce and the Salesforce Technology) any product (including software of any kind, cloud services, or form) tool (including implementation, configuration, development or accounting) or any tool, product, AI



System or service of a third-party that is provided to you under a separate agreement or terms and conditions or that is otherwise provided directly to you by a Third-Party Provider.

"Updates" means any future modifications, additional features, enhancements, patches, fixes, revisions and derivative works that may be made to the Services or Documentation.

"Usage Data" means non-personally identifiable data resulting from Users' use of the Services, such as metadata, performance metrics and usage trends or volume.

"User(s)" means a named human or active employee authorised by you to use the Services or to maintain a record of employment, for whom you have purchased a subscription, and who has been supplied with user credentials for the Services by you or by us at your request (via self-service or otherwise).

"we", "us" or "our" means Sage Business Solutions Pty Ltd (ABN 24 091 525 898) of 66 King Street, Sydney NSW 2000 (as such address may be updated from time to time).

"you" or "your" means the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then: (i) the signatory represents that they have the authority to bind such entity to the terms of this Agreement; and (ii) **"you"** and **"your"** refers to such entity and, to the extent any of your Affiliates use the Services, such Affiliates.

2. Usage Rights

2.1. Access to the Services. Subject to the terms and conditions of this Agreement and your payment of all applicable fees, we grant you and your Affiliates a limited-term, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) right to access and use the Services specified in your Order(s) solely for your internal business purposes.

2.2. User Subscriptions. Unless otherwise noted on an Order, Services are purchased as time-based subscriptions. Each User must have a valid subscription for the Services. User subscriptions are for named Users and cannot be shared with other persons but may be reassigned to new named Users from Users who cease using the Services. We reserve the right to monitor your use of the Services to verify compliance with any subscription limits and this Agreement.

2.3. Your Responsibilities. You are responsible for: (i) keeping secure and confidential (and ensuring that your Users keep secure and confidential) any User access credentials; (ii) setting up appropriate internal roles, permissions, policies and procedures for the safe and secure use of the Services; (iii) the activity of your Users in the Services; and (iv) your Users' compliance with this Agreement, the Documentation and the AI Policy (if applicable) which you and your Users accept by continuing to access or use the Services; and (v) any breach of the AI Policy by any User. You must notify us promptly if you become aware, or reasonably suspect, that your account's security has been compromised.

2.4. Restrictions. Except as expressly authorised by us prior to each instance, you shall not: (i) share human user credentials with any third party, third-party system or AI System or any AI System acting on your or any User's behalf or at their direction, without Sage's prior written authorisation, provided that we may, at our sole discretion, permit an AI System to access and interact with the Services using separate credentials issued or approved by us and designated for use by a single AI System, and any access to or interaction with the Services by or on behalf of an AI System must be made only using such credentials; (ii) provide the Services to any third party other than your Users, use the Services as a service bureau, or otherwise violate or circumvent any use limitations or restrictions set forth in an Order, the Services or the Documentation; (iii) derive the source code or use tools to observe the internal operation of, or scan, probe or

penetrate, the Services; (iv) copy, modify or make derivative works of the Services; (v) remove any proprietary markings or notices from any materials provided to you by us; (vi) frame or mirror the Services or any part thereof; or (vii) use the Services: (a) to send spam, duplicative, or unsolicited messages in violation of applicable laws or regulations; (b) to store sensitive data such as bank account data, social security (or equivalent) numbers and credit card data outside of the designated fields; (c) to send or store material that violates the rights of a third party; (d) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (e) for any other illegal or unlawful purpose; or (viii) access or interact with the Services, or permit any third party (including any Third-Party Provider) to access or interact with the Services, by means of any AI System or by means of any robot, bot, spider, crawler, script, screen-scraping, web-scraping or data-scraping tool or any other automated or manual data-extraction technique, in each case where such access, interaction or extraction is used to, or would reasonably be expected to, scrape, harvest, extract or otherwise obtain AI Data, Sage Data or any other data or content from the Services in a manner that results in, or creates a risk of, the leakage, exfiltration or unauthorised extraction of such data from the Services; or (ix) use the Services, Sage Data, the Documentation or any AI-Generated Output to develop, train, fine-tune, adapt, benchmark or operate any AI System, agent, model, tool or other software or service, whether for your own internal business purposes or otherwise. You may not knowingly facilitate or aid a third party or third-party technology in any of the foregoing activities.

3. Availability and Support

3.1. Availability. We will use reasonable commercial endeavours to maintain availability of the Services 24 hours a day, 7 days a week, subject to planned maintenance, Force Majeure events, and the terms of this Agreement. We will endeavour to schedule planned maintenance affecting the availability of the Services at non-peak times, and you will receive reasonable advance notice (which may be posted within the Services or otherwise) of such planned maintenance. We will use reasonable commercial endeavours to notify you as soon as reasonably practical of any unplanned downtime of the Services and resolve the issue as soon as practical.

3.2. Changes. In the event that your use of the Services interferes with or disrupts the integrity, security, availability or performance of the Services, we may modify or temporarily restrict or suspend your use of the Services. The parties will cooperate in good faith to resolve the issue as soon as reasonably possible.

3.3. Technical Support. Your Users who have undergone training for users of the Services will receive technical support for the Services and/or upgraded support, in accordance with the terms of the Order. Technical support may, at our discretion, include online help, FAQs, training guides and templates and the use of email, chat or live help. We are not obligated to maintain or support any customisation to the Services or any Third-Party Service, even if sold by us, except under a separate agreement signed by the parties.

3.4. Professional Services. We may also provide professional services, such as implementation, training or consulting. Any such services are outside the scope of the Services and require a Statement of Work or a separate written agreement between the parties.

4. Fees and Payment

4.1. Fees. Fees are in the currency specified on the Order. From time to time, we may change our fees. You will be notified at least 60 days in advance before we apply any fee changes to your Services subscriptions (including in relation to any renewal Order). Unless otherwise set forth in an Order, such changes will not affect the prices for Services during the then-current subscription term and will only become effective upon your next renewal term that



commences at least 60 days after our notification of the fee change. We may at our sole discretion provide you with a discount to the Services. In the event you reduce volume or licences to items that you are already subscribed to during a then-current subscription term then we may reduce or remove the level of discount we have provided to you from the date of your next renewal Order.

42. Add-Ons. If, during a then-current subscription term: (i) you add additional volume or licences to items that you are already subscribed to, such increased subscriptions will be billed at a prorated amount at the price of the underlying pre-existing subscription; or (ii) you add new subscriptions to items that you are not already subscribed to, such items will be billed at a prorated amount at the then-current list price.

43. Billing and Contact Information. You agree to provide us with complete and accurate billing and contact information, including a specific technical contact if applicable, for your account with us and shall promptly notify us of any change.

44. Taxes. All fees and other charges are exclusive of taxes, levies, and duties. Where applicable and unless you timely provide us with a valid tax exemption certificate, any taxes, excluding taxes on our net income, will either be added to the value of our fees or will be included in the value of our fees on our invoice to you, and you shall be responsible for their payment to us. Each party will timely provide the other with any documents and information as may be required under, or to comply with, applicable tax laws and regulations and within any such timing deadlines as may be required by the same.

45. Late Payment; Non-Payment. If we do not receive any fees you owe us by the due date specified on your Order, those fees shall accrue interest at the lower of 1.5% per month or the maximum rate permitted by law. Non-payment of any fees for the Services and/or professional services (whether owed to Sage or a Reseller) or of any other amounts due by you to us is a material breach of this Agreement.

46. Changing Plans and Exceeding Plan Limits. From time to time, we may make available to you different charging plans and credits in respect of the Services ("**Service Plan**"). If you choose to move up or down a Service Plan, then additional fees may be payable as specified by us from time to time. If you exceed any volume limitations set out within your then-current Service Plan, then we may at our discretion: (i) decide to upgrade you from one Service Plan to another Service Plan and additional fees may be payable; or (ii) we may invoice you for such additional volume in each case on a pro-rated basis from the first date of such excess volume through to the end of the subscription term. We will notify you of such upgrade either within the Services or by sending you an email. Where we provide you with credits as part of a Service Plan then such credits will be deducted from your overall balance automatically upon consumption, including any credits consumed for the purposes of support activities or investigations.

47. Unlicensed Subscriptions. If we identify any additional volume, modules, increased subscriptions or new subscriptions and such items are not licensed in accordance with this Agreement then such items will be billed and fees due by the due date specified in the Order. Such fees shall be backdated to the earlier of: (i) the date of your last renewal Order; and (ii) the date for the most recent instance of usage of the items.

5. Proprietary Rights and Data

5.1. Services. Subject to the limited rights expressly granted under this Agreement, Sage (and our licensors, where applicable) reserve and own all rights, title and interest in and to the Services (including any configurations and customisations, modifications, enhancements and Updates in respect of the Services), Sage Data and Documentation, including all related Intellectual Property Rights therein. All rights not expressly granted in this Agreement are reserved by Sage. The Sage name, logo and the product names associated with the Services are trademarks of Sage or

third parties and no right or licence is granted to use them under this Agreement.

5.2. Customer Data. Subject to the limited rights expressly granted hereunder, as between the parties you own all rights, title and interest, including all Intellectual Property Rights, in and to Customer Data.

5.3. AI-Generated Output. Sage does not claim ownership of any AI-Generated Outputs. You are solely responsible for all use, modification, combination with other materials and publication of any AI-Generated Outputs.

5.4. Licence. You grant Sage, its Affiliates, and its subcontractors a royalty-free, non-exclusive and sublicensable right to use, host, process, copy, store, analyse, display, transform, reformat, combine and create derivative works from the Customer Data and AI-Generated Outputs solely to the extent necessary to: (i) develop, create, improve, enhance and make available our, and our Affiliates', services, products and applications; (ii) provide, administer and ensure the proper operation of the Services and related systems; (iii) comply with applicable laws; and (iv) exercise our rights and perform our obligations under this Agreement.

5.5. Usage Data. Sage may collect Usage Data for internal research and to make improvements to the Services. Use of Usage Data by Sage will be in an aggregated form that does not identify or otherwise permit the identification of named individual Users.

5.6. Feedback. You may, but are not required to, provide Sage, its Resellers or subcontractors with ideas, suggestions, requests, recommendations or feedback about the Services ("**Feedback**"). If you do so, subject to the limited rights granted expressly in this Agreement, Sage shall own all rights, title and interest, including all Intellectual Property Rights, in and to the Feedback, including any configurations and customisations.

5.7. Data Privacy. Each party will comply with the Data Processing Agreement, and references therein to the "Agreement" shall be construed as references to this Agreement. Any Personal Data used to provide the Services shall be handled in accordance with the requirements of the Data Processing Agreement. Further information on how Sage uses Personal Data is provided in the Privacy Notice.

6. Confidentiality

6.1. Confidential Information. "**Confidential Information**" means all information of a party, or its Affiliates ("**Discloser**") disclosed to the other party or its Affiliates ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Services and Sage Data are our Confidential Information. Customer Data is your Confidential Information.

6.2. Exceptions. Confidential Information excludes: (i) information that was known to the Recipient without a confidentiality restriction prior to its disclosure by the Discloser; (ii) information that was or becomes publicly known through no wrongful act of the Recipient; (iii) information that the Recipient rightfully received from a third party authorised to make such disclosure without restriction; (iv) information that has been independently developed by the Recipient without use of the Discloser's Confidential Information; and (v) information that was authorised for release in writing by the Discloser.

6.3. Confidentiality Obligations. The Recipient will use the same degree of care and resources as it uses for its own confidential information of like nature (but no less than reasonable care) to protect the Discloser's Confidential Information from any use or disclosure not permitted by this Agreement or authorised by the Discloser. The Recipient may disclose the Discloser's Confidential Information to its employees, Affiliates and service



providers who need access to such Confidential Information to effect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those herein. Recipient shall be responsible for any breach of this clause by its employees, Affiliates and service providers.

6.4. Disclosure Required by Law. The Recipient may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Recipient provides advance notice thereof (unless requested or ordered not to do so by law enforcement or a court) and reasonable assistance, at the Discloser's cost, to enable the Discloser to seek a protective order or otherwise prevent or limit such disclosure.

6.5. Injunctive Relief. Each party acknowledges that damages may not be an adequate remedy for a breach of confidentiality obligations and that the other party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

7. Third-Party Services

7.1. No Endorsement or Warranty. We may present to you, or the Services may integrate with Third-Party Services provided by Third-Party Providers. We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any such Third-Party Services. Accordingly, we shall not be liable whatsoever for any damages, liabilities or losses caused by any act or omission in respect of a Third-Party Service irrespective of whether it is: (i) described as "authorised," "certified", "recommended" or the like; or (ii) included in your Order or the Services. For the avoidance of doubt, the foregoing includes any AI System employed, used by or forming part of a Third-Party Service provided by a Third-Party Provider. Your use of Third-Party Services is subject to the terms and conditions imposed by the relevant Third-Party Providers in addition to this Agreement (to the extent applicable). If there is a conflict or inconsistency between this Agreement and such terms and conditions imposed by the Third-Party Providers, this Agreement shall take precedence in connection with the use of the Services. You are solely responsible for evaluating Third-Party Services and Third-Party Providers, and for reviewing all applicable terms and conditions of such Third-Party Providers.

7.2. Disclaimer. We have no obligation to make available or provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Services with any Third-Party Services. If the Third-Party Services cease to be made available for interoperation with any feature of the Services, we may cease providing such feature without providing you with any refund, credit or other compensation.

7.3. Data Sharing. If you obtain a Third-Party Service that requires or otherwise involves access to or transfer of Customer Data, you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider's own privacy notices and policies, and that we are authorised to provide the Customer Data as requested by the Third-Party Provider. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by you.

7.4. Third-Party Provider AI Systems. Other than as required by applicable law, you shall not and shall procure that any AI System of a Third-Party Provider shall not, transmit, export, copy, scrape, extract, harvest, or otherwise make available any AI Data, or Sage Data to: (i) any third-party environment that has not been authorised by Sage; or (ii) any external artificial intelligence training, fine-tuning, or model development pipeline. You shall, and shall procure that any AI System of a Third-Party Provider shall, ensure that any Customer Data is only transmitted, exported, copied or otherwise made available to any third-party environment using Sage-approved transport mechanisms. For the avoidance of doubt, this prohibition applies to any means of extraction, including any scraping, screen-scraping, crawling or automated or

manual harvesting technique.

8. Term and Termination

8.1. Term. All Services subscriptions specified in your initial Order will run for the subscription period set forth therein. If you add subscriptions after the beginning of a subscription period, their initial term will be the remainder of the then-current subscription period, unless otherwise set forth in the Order. All subscriptions will automatically renew for additional subscription periods of one year (or for such different renewal term as set forth in the renewal Order), unless either party gives the other party notice of non-renewal at least 45 days prior to the end of the relevant subscription period. Renewal fees shall be those notified to you pursuant to clause 4.1 or as set out on a renewal Order. If you do not enter into a renewal Order prior to the end of a subscription period, then we may suspend access to the Services until you do and all fees shall remain due and payable. This Agreement will remain in effect until all User subscriptions have expired or the Agreement has been terminated as provided below.

8.2. Termination. Either party may terminate the Agreement: (i) by sending a notice of non-renewal as provided above; (ii) if the other party has materially breached this Agreement, upon written notice to the breaching party of the breach and, if such breach is capable of remedy, an opportunity of at least 30 days to remedy the breach; or (iii) upon written notice to the other party if the other party becomes the subject of insolvency, bankruptcy, receivership, liquidation, winding up or any analogous proceedings, or makes an assignment for the benefit of creditors. If you materially breach this Agreement, we may, without limitation of other rights and remedies, temporarily suspend or terminate your access to the Services or withhold further performance of our obligations under this Agreement.

8.3. Effect of Termination. On expiration or termination of this Agreement: (i) all applicable User licenses and other rights granted to you will immediately terminate; (ii) a party's rights, remedies, obligations (including payment obligations) and liabilities that have accrued up to the date of termination shall not be affected; (iii) unless you have terminated the Agreement for our material breach as provided above, we will not be obligated to refund any prepaid and unused fees; and (iv) subject to clause 8.5, Recipient shall, at the request of Discloser, delete or destroy Discloser's Confidential Information in its possession or control. Notwithstanding the foregoing, Recipient may retain Discloser's Confidential Information: (a) to the extent required by law or governmental authority; or (b) that is automatically stored in accordance with Recipient's generally applicable backup policies ("**Backup Media**"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.

8.4. Survival. Clauses 1, 5, 6, 8, 10, 11 and 12 will survive any expiration or termination of the Agreement.

8.5. Access to Customer Data.

- (a) Subject to clause 8.6: (i) Customer Data may be exported at any time during the term of this Agreement; and (ii) if requested by you within 30 days before the effective date of termination or expiration of this Agreement ("**Retention Period**"), we will send instructions on how to access or download all Customer Data. After the Retention Period, we will have the right to delete all Customer Data and will have no further obligation to make it available to you. We recommend that you export your Customer Data before the expiry of the Retention Period.
- (b) Please see the Data Processing Agreement and the Privacy Notice for further details of data retention.

8.6. AI Data. Notwithstanding clause 8.5(a): (i) AI Data does not form part of any Customer Data export under clause 8.5(a)(i) and cannot be exported or returned to you; (ii) Sage is not obligated



to delete AI Data following termination or expiration of this Agreement, and Sage's rights to use AI Data under clause 5.4 shall survive termination; (iii) AI Data is not subject to deletion requests under clauses 8.3(iv) and 8.5(a); and (iv) for the avoidance of doubt, where any data constitutes both Customer Data and AI Data, it shall be treated as AI Data for the purposes of this clause 8.6.

9. Warranties

9.1. Authority. Each party represents to the other that it has the authority to enter into this Agreement, to carry out its obligations under it, and to give the rights and licenses granted herein.

9.2. Our Warranties. We warrant that: (i) the Services will perform materially in accordance with the Documentation; (ii) we will not decrease the material functionality of the Services during a current subscription term, and (iii) we will perform any professional services with reasonable care and skill and in accordance with industry standards.

9.3. Remedies. If you notify us in writing that the Services do not conform with any of the warranties in clause 9.2, we will use commercially reasonable endeavours to investigate and correct any such non-conformance promptly. You will use commercially reasonable endeavours to mitigate any damage as a result of such non-conformance. Subject to your right to terminate this Agreement for cause, this clause 9.3 constitutes your sole and exclusive remedy for breach of the warranties in clause 9.2.

9.4. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE: (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES AND LICENSORS DO NOT WARRANT, REPRESENT, GUARANTEE OR UNDERTAKE THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL BE FREE FROM BUGS, ERRORS OR MISTAKES, OR THAT THE SERVICES, DOCUMENTATION, THE INFORMATION AND/OR AI-GENERATED OUTPUTS OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS, OR THAT THE SERVICES WILL PRODUCE ERROR-FREE AI-GENERATED OUTPUTS, MACHINE-GENERATED ANALYSIS, BENCHMARKS, INSIGHTS OR RESPONSES. WE, OUR AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE FOR: (A) ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS; OR (B) ANY DELAYS, DELIVERY FAILURES OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATION NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND YOU ACKNOWLEDGE THAT THE SERVICES AND DOCUMENTATION MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. YOU FURTHER ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY, AND YOU ACCEPT THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SERVICES AND/OR AI-GENERATED OUTPUTS MEET YOUR REQUIREMENTS AND ARE FIT FOR YOUR PURPOSES. THIS DISCLAIMER IS SUBJECT TO THE AUSTRALIAN CONSUMER LAW PROVISIONS SET OUT IN CLAUSE 11.4.

10. Indemnification

10.1. Our Indemnification. Subject to clause 10.3, we will indemnify

and defend you and your Affiliates, officers, directors, employees, and agents from and against any and all costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees and costs (collectively, "**Damages**") to the extent arising out of or in connection with a third-party claim alleging that the Services (including any AI-Generated Outputs) infringe or misappropriate the Intellectual Property Rights of a third party, except to the extent that the alleged infringement is based on: (a) a customisation or modification of the Services at your direction or by anyone other than us; (b) use of the Services in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; (c) use of the Services in a manner contrary to our written instructions or the Documentation; (d) your continued use of the Services (including AI-Generated Output) after notice of an alleged or actual infringement from Sage or any appropriate authority; (e) Customer Data (including AI Input Data) provided by you or your Users; (f) your modification, combination, or incorporation of AI-Generated Outputs with other materials, where the infringement arises from such modification, combination or incorporation; or (g) Third-Party Services provided by Third-Party Providers, to the extent the infringement arises from such third-party elements. If the Services infringe, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue to use such Services; (ii) modify such Services so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate the Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services.

10.2. Indemnification by You. Subject to clause 10.3, you will indemnify and defend us and our Affiliates, officers, directors, employees, and agents from and against any and all Damages to the extent arising out of or in connection with: (a) a third-party claim alleging that your collection, retention or use of Customer Data infringes the rights of, or has caused harm to, a third party, or violates applicable law; or (b) your use of the Services in breach of this Agreement infringes the rights of, or has caused harm to, a third party, or violates applicable law; or (c) your or your Users' misuse of any AI System that is not provided by us as part of the Services (including any external or third-party AI System used in connection with the Services), including any data breaches, data exfiltration, user or business profiling, security incidents, system damage or third-party claims arising from or in connection with such use or misuse. Without prejudice to the foregoing, clause 10.2(c) shall not apply to the extent that any such third-party claim alleges infringement or misappropriation of third-party Intellectual Property Rights solely attributable to: (i) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (ii) Sage-provided customisation, or fine-tuning data.

10.3. Indemnification Procedure. In the event of a potential indemnity obligation under this clause 10, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defence and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

10.4. Exclusive Remedy. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this clause 10.

11. Limitation of Liability

11.1. GENERAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY



APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER CLAUSE 10 AND YOUR OBLIGATIONS TO PAY SUBSCRIPTION FEES UNDER THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE SUBSCRIPTION FEES ACTUALLY PAID OR PAYABLE BY YOU TO US IN THE 12-MONTH SUBSCRIPTION PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, (OR IF SUCH CLAIM ARISES DURING THE FIRST 12-MONTH SUBSCRIPTION PERIOD OF THIS AGREEMENT, DURING SUCH PERIOD). THIS CLAUSE IS SUBJECT TO THE AUSTRALIAN CONSUMER LAW PROVISION BELOW.

11.2. Unlimited Liability. Nothing in this Agreement shall be construed so as to limit or exclude any liability which cannot be legally limited, including but not limited to liability for: (i) death or personal injury caused by a party's negligence; or (ii) fraud or fraudulent misrepresentation by a party.

11.3. Scope. The exclusions and limitations above apply to all causes of action, whether arising from breach of contract, tort, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss, provided that nothing in this Agreement shall limit or exclude any liability which cannot be excluded or limited as a matter of law. The allocation of risk in this Agreement is reflected in the level of fees payable hereunder. A party may not circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing separate claims or claims on behalf of its Affiliates.

11.4. Australian Consumer Law. Under the Australian Consumer Law (ACL), consumers have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services. Nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACL) and which by law cannot be excluded, restricted or modified. To the extent permitted by law, and subject to clauses 11.1 and 11.3, if Sage fails to comply with a statutory guarantee which by law may not be excluded, then to the extent the law permits Sage to limit its liability in respect of such failure, Sage's liability, is limited to: (i) in the case of goods, replacement or the cost of replacing the goods or supply of equivalent goods or repair or the cost of repairing the goods, or in the case of services, supplying the services again or payment of the cost of having the services supplied again.

12. General Provisions

12.1. Compliance with Laws. Each party shall comply with all applicable laws, statutes, codes and regulations in relation to your use of the Services, including applicable anti-bribery and anti-corruption laws, Data Protection Laws, tax evasion laws and all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU ("**Relevant Requirements**"). You shall, and shall procure that persons associated with you shall: (i) comply with all Relevant Requirements; (ii) not engage in any conduct which would constitute an offence under, or otherwise breach, any of the Relevant Requirements; (iii) not do, or omit to do, any act that may lead Sage to be in breach of any Relevant Requirements; and (iv) have and maintain in place during the term of this Agreement your own policies and procedures to ensure and demonstrate compliance with the Relevant Requirements and will enforce them where appropriate.

Notwithstanding the generality of the foregoing, the Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any U.S. government "denied persons list" (or equivalent targeted sanctions list) and that it and its Affiliates are not owned or

controlled by a politically exposed person. You shall be obliged to notify us if, during the term of this Agreement, you or any of your Affiliates become named on any U.S. government "denied persons list" (or equivalent targeted sanctions list) or you become owned or controlled by a politically exposed person. In the event that these circumstances arise, we shall be entitled to terminate this Agreement immediately on written notice to you. You shall not permit Users to access or use the Services in a U.S. embargoed country or in violation of any U.S., UK or EU export laws or regulations or in any Prohibited Territories. "Prohibited Territories" means: (i) any country or territory that is subject to comprehensive state or government-wide sanctions by the United Kingdom, the European Union, or the U.S.; and (ii) any other country or territory that becomes subject to such sanctions by the United Kingdom, the European Union, or the U.S. after the Effective Date. You shall have and shall maintain throughout the term of this Agreement appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 12.1. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this clause. In the event that this clause 12.1 is breached by you, we shall have a right to immediately suspend your use of the Services to the extent that we consider necessary without prior notice and/or terminate the Agreement immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any Damages arising out of or in connection with your (or your Users) breach of this clause 12.1.

12.2. Due Diligence. You shall assist in any due diligence process we may ask you to participate in from time to time to ensure your compliance with this Agreement and, in particular, this clause 12. You shall provide us with all reasonable co-operation, information and assistance in relation to our due diligence processes for any purpose, including but not limited to enabling us to establish ownership and to identify any territory in which you and any or all of your Users use and access the Services for any purpose. Your failure to engage in any such process and/or provide the required information shall be deemed to be a material breach of this Agreement and we shall have a right to terminate this Agreement immediately on written notice to you.

12.3. Unfair Competition. You may not use the Services, or any materials provided by us to build a competitive product or service or to benchmark with a non-Sage product or service.

12.4. Assignment. Neither party may assign any rights or obligations under this Agreement without the other party's prior written consent, except that a party may assign the Agreement in its entirety in connection with a merger, acquisition, spin-off, corporate reorganisation or restructuring, or sale of substantially all of its assets. Any attempted assignment in breach of this Agreement shall be void.

12.5. Remedies Not Exclusive. Except as expressly set forth herein, any remedy in this Agreement is not exclusive of any other available remedy.

12.6. Third Party Beneficiaries. Certain of the Services may be provided by our Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this Agreement to the extent of such Services. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce it.

12.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering into this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement.

12.8. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the



original provision, with all other provisions in this Agreement remaining in full force and effect.

12.9. **No Partnership or Agency.** Each party is an independent contractor, and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venturer or legal partner of the other. We are entering into this Agreement as principal and not as agent for any other Sage company and claims under this Agreement may be brought only against us and not against any of our Affiliates.

12.10. **Waiver.** A party's failure or delay to exercise any right under this Agreement will not act as a waiver of such right. Rights may only be waived in writing signed by the waiving party.

12.11. **Force Majeure.** Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent performance of any obligations under the Agreement is delayed or prevented by a Force Majeure event.

12.12. **Order of Precedence.** In the event of any express conflict or inconsistency, the order of precedence shall be: (i) the Data Processing Agreement; (ii) your Order; (iii) these terms (including any annexes or exhibits hereto); and (iv) the Documentation.

12.13. **Updates.** From time to time, we may amend these terms. We will notify you of any material changes by promptly sending an email or posting a notice in the Services. By continuing to access or use the Services after such notice, you are indicating that you agree to be bound by the modified terms. Notwithstanding the foregoing, if the changes have a material adverse impact on and are not acceptable to you, then you must notify us within 30 days after receiving notice of the change. If we cannot accommodate your objection, then the prior terms shall remain in force until the expiration of your then-current subscription period. Any renewed subscription will be governed by our then-current terms.

12.14. **No Publicity.** Neither party shall make any public statement about this Agreement, or the relationship of the parties governed by this Agreement that identifies the other party without the other party's prior written consent, except that while you are a customer, Sage may use your name and logo in its customer list in a manner that does not suggest endorsement.

12.15. **Governing Law and Jurisdiction.** 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 laws of the state of New South Wales. Each party irrevocably agrees that the courts of New South Wales shall have exclusive jurisdiction to settle any such dispute or claim.

12.16. **Notices.** Except as otherwise specified in this Agreement, any notice required under this Agreement will be in writing and sent by pre-paid mail, courier service or email to the contact address or email last provided in writing to the notifying party by the notified party. Any notice will be deemed received: (i) if sent by pre-paid mail, 48 hours after posting; (ii) if sent by courier, on the next business day; or (iii) if sent by email, at 9 a.m. recipient's local time on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt either expressly or by conduct.

12.17. **Interpretation.** Headings are for convenience only and may not be used in interpretation. The words "such as" and "including" do not signify limitation.

13. Additional Terms

13.1. **API and Developer Tools.** The following terms apply if we permit you to use our API to connect the Services to a Third-Party Service and/or to use our Developer Tools to develop application(s) that interoperate with the Services:

"API" means our application programming interface for the Services, as updated from time to time at our discretion.

"Developer Tools" means the development components, developer tools, deployment tools and other documents and materials that we make available from time to time for the development, testing, operating or maintaining of applications that interoperate with the Services.

Subject to your compliance with the terms and conditions of this Agreement and the payment of any applicable fees, we grant you a limited, revocable, non-exclusive, royalty-free, non-transferable, non-sublicensable license to: (i) use the Developer Tools only to develop, test, operate and maintain software for your use with the Services ("**Your Software**"); and (ii) access the API to process, analyse or display Customer Data. Parts of the Developer Tools provided under open-source licenses are governed by such licenses.

As between the parties, we own all right, title and interest in the API and Developer Tools including any configurations, customisations, modifications, enhancements, updates and revisions thereof, and you own all right, title and interest in Your Software, including any configurations, customisations, modifications, enhancements, updates and revisions thereof.

You are responsible for protecting the confidentiality of any API access credentials in your possession or control. You may not share your API access credentials or otherwise act to circumvent any account limitations or restrictions.

In using the API and Developer Tools, you agree to protect the privacy and legal rights of Users and third parties. You represent and warrant that your use of the Developer Tools, API and Your Software: (i) will comply with all applicable laws (including export laws) and regulations; (ii) will not contain any virus, malware, or spyware; (iii) will not violate the terms of this Agreement or any policies established by us for the operation of interoperable applications and will not adversely impact the speed, security or integrity of the Services; (iv) will not circumvent or render ineffective our technological and other measures to secure, protect and control the Services; and (v) will not use any FOSS in a way that would cause the non-FOSS portions of the Services to be subject to any FOSS licensing terms or obligations. "FOSS" (Free and Open-Source Software) means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software or derivative works thereof to be disclosed and/or distributed in source code form, to be licensed for purposes of making derivative works, or to be redistributed free of charge. Any breach of this clause is a material breach of the Agreement.

We may monitor use of the API for any reason, including quality assurance, improvement of the Services, and verification of compliance with this Agreement. If you use the API to grant access to or export Customer Data from the Services, we are not responsible for any use or misuse of Customer Data obtained through the API.

13.2. **Purchase Through a Reseller.** The following supplemental terms apply if you purchase a subscription to the Services through a Reseller:

If you place an order for the Services with a Reseller then: (i) such document shall constitute an Order hereunder; (ii) your payment obligations under such Order shall be to the Reseller; and (iii) your acceptance of such Order shall be an acceptance of the Agreement between you and us for the provision and use of the Services, provided that any transactions solely between you and the Reseller (such as professional services provided by the Reseller or other Third-Party Services sold by the Reseller) shall not be a part of the Agreement. The Reseller may administer the renewal of your subscriptions to the Services. First-tier technical support for the Services will be provided by the Reseller, unless otherwise set forth in the Order. Non-payment of fees owed to a Reseller under an Order shall constitute a material breach of this Agreement. If you grant a Reseller access to Customer Data or to your Services account, such access shall constitute consent to the disclosure of Customer Data to a Reseller pursuant to clause 7.3 above, and you will be responsible for terminating such access.



13.3. Salesforce Requirements. The Services are hosted and powered by Salesforce. The following terms are specifically required by Salesforce.

You will have access to the Salesforce platform facilities via us and will not require a separate license with Salesforce. This licence will be limited to use of the Salesforce Technology only as is necessary to use the Services. Salesforce requires that each of our customers accepts a separate agreement with them for use of the Salesforce Technology, a copy of which is linked in your Order and available for your reference online at: <https://www.sage.com/en-au/legal/agreements/>

If the Services offer integration capabilities via an API, the number of API calls you can make per account is limited to 1,000 calls/day/User (aggregated over all Users under your account), up to an aggregate maximum of 1,000,000 calls/day/your account.

The maximum data storage space provided to you at no additional charge is the greater of 1 GB or an aggregate of 20 MB per User license. The maximum file storage space provided to you at no additional charge is 2 GB per User license. If the amount of data storage or file storage required exceeds these limits, you will be charged storage fees at our then current list price. We will use reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the maximum; however, any failure to so notify you shall not affect your responsibility for such additional storage charges. We reserve the right to establish or modify our general practices and limits relating to storage of Customer Data.

13.4. Special Product Terms. Certain Services or modules may be governed by additional terms. When agreed by you, such terms will become part of this Agreement.