

SAGE DATA HUB SERVICE AND SUBSCRIPTION AGREEMENT

28 AUGUST 2018

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF OUR SERVICES.

YOU ACCEPT THIS AGREEMENT AND ITS TERMS EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT INCORPORATES THIS AGREEMENT OR BY PROCEEDING TO USE OUR SERVICES TO WHICH THIS AGREEMENT RELATES.

IF YOU DO NOT AGREE WITH OR OTHERWISE ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OUR SERVICES.

1. Definitions and interpretation

1.1 The following definitions apply to this Agreement:

"Agreement" these terms and conditions, any Order Forms executed by you, Exhibit A and any other documentation or terms and conditions referred to within any of them;

"Affiliate" any company, that company's parent or any subsidiaries of any such parent company;

"Collateral" our digitally available content, for example online user guides, help and training materials, that we make available from time to time in respect of the Services;

"Content" information developed by us or obtained by us from our content licensors or publicly available sources and provided to you pursuant to an Order Form and as more fully described in the Collateral;

"Customer Data" any data and information submitted on your behalf into the Sage Services or collected and processed by or for you using the Sage Services, excluding Content and Non-Sage Applications;

"Force Majeure Event" any circumstance not within a party's reasonable control including, for example, acts of God, fire, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil commotion, war, sanctions, embargo, law or act by government, labour or trade dispute, non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause) or interruption or failure of utility service, network or internet service provider;

"Information" all information disclosed by a party (**"Disclosing Party"**) to the other party (**"Receiving Party"**), 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. Your Information includes Customer Data. Our Information

includes the Services and Content. Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Information excludes information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use or reference to the Disclosing Party's Information;

"Malicious Code" code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;

"Marketplace" an online directory, catalogue or marketplace of applications and services that interoperate with the Sage Services;

"Non-Sage Applications" third party services or products that interoperate with the Sage Services, including, for example, an application that is developed by or for you or by a third party which is listed on a Marketplace;

"Order Form" our pro-forma order form setting out the Sage Services to be provided by us to you (or your Affiliates) together with any special terms and conditions relating to those Sage Services which are each incorporated into this Agreement. **By executing an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to it but you shall remain fully responsible for such Affiliates' compliance with this Agreement;**

"Sage Services" the solutions and services that you or your Affiliate's procure from us under this Agreement and as detailed at the point you access or download the Service or within the applicable Order Form excluding Content and Non-Sage Applications;

"User" an individual who you authorise to use a Sage Service (under a dedicated purchased subscription) and for who you have issued a user identification and password. Users may include your own employees, consultants, contractors and agents, and third parties with which you transact business;

"we" "us" "our" "Sage" means Sage Software Australia Pty Limited (ABN 40 071 007 326).

"you" or "your" means the person, company or other legal entity accepting this Agreement and, where Sage Services are procured on behalf of an Affiliate "you"

and “your” shall include such Affiliate as the context requires;

and their compliance with our obligations under this Agreement, except as otherwise specified within this Agreement.

1.2 In the event of any conflict between these terms and conditions, Exhibit A and the Order Form, then Exhibit A shall prevail in respect of the applicable third party Service and the Order Form followed by these terms and conditions shall prevail over any other conflict.

2. SAGE SERVICES OUR RESPONSIBILITIES

2.1 We will:

2.1.1 make the Sage Services and Content available to you and your Affiliates pursuant to this Agreement (including the applicable Order Form(s)); and

2.1.2 provide our standard support for the Sage Services to you at no additional charge, and/or upgraded support if purchased; and

2.1.3 use commercially reasonable efforts to make our online Sage Services available 24 hours a day, 7 days a week, except for: (i) planned downtime, and (ii) any unavailability caused by a Force Majeure event.

2.2 We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Collateral. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by our personnel except (a) to provide the Sage Services and prevent or address service or technical problems, (b) as compelled by law in accordance with section 8.2.2 below, or (c) as you expressly permit in writing.

2.3 Where, as part of the Sage Services, we process on your behalf data classified as personal data or special categories of personal data as such terms are defined in Directive 95/46/EC of the European Parliament (the “Directive”), we shall process such personal data in accordance with our [privacy notice](#), the Directive and other applicable privacy laws. In particular, we shall:

2.3.1 maintain technical and organisational security measures and safeguards, more particularly described in the Sage Data Processing Addendum available [here](#), sufficient to comply with at least those obligations imposed on controllers by the Directive; and

2.3.2 act only on instructions from you (as controller) in respect of such personal data and to process it only for the purposes of: (a) performing our obligations under this Agreement and to prevent or address service or technical problems; and (b) as compelled by law in accordance with section 8.2.2; or (c) as you expressly permit in writing.

and (at our option) allow you to audit our compliance with the requirements of the Directive on reasonable written notice at reasonable intervals or provide you with reasonable evidence of our compliance.

2.4 We will be responsible for the performance of our personnel (including our employees and contractors)

3. USE OF SERVICES AND CONTENT

3.1 Sage Services are only available to bona fide end-users with a requirement for services of the nature of those that we provide. We reserve the right to terminate this Agreement without further liability to you where we have reasonable grounds to suspect that your use of the Sage Services is for competitive purposes (including competitive monitoring, assessment or otherwise).

3.2 Unless otherwise set out in the applicable Order Form, Sage Services and Content are each purchased as subscriptions;

3.2.2 subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing (without any discount), prorated for the portion of that subscription term remaining at the time the subscriptions are added, and

3.2.3 any added subscriptions will terminate on the same date as the underlying subscriptions.

3.3 Sage Services and Content are subject to usage limits. Unless otherwise specified:

3.3.1 a ‘quantity’ in an Order Form refers to the upper limit of Users that are authorised to use the particular Sage Service or Content;

3.3.2 a User’s password must not be shared; and

3.3.3 a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Sage Service and Content. If you exceed a contractual usage limit, we may (in accordance with section 4 below) work with you to seek to reduce your usage so that it conforms to that limit. If, notwithstanding our efforts, you are unable or unwilling to abide by a contractual usage limit, you will execute an Order Form for additional quantities of the applicable Sage Services or Content promptly upon our request, and/or pay any invoice for excess usage in accordance with section 6.4. each User license, including any User license included in an initial package is a single seat and is not based on the number of simultaneous Users.

3.4 You shall:

3.4.1 remain responsible for Users’ and your Affiliate’s compliance with this Agreement;

3.4.2 be responsible for the accuracy, quality and legality of Customer Data and the means by which you acquire Customer Data;

3.4.3 use commercially reasonable efforts to prevent unauthorised access to or use of Sage Services and Content, and notify us promptly of any such unauthorised access or use;

3.4.4 use Sage Services and Content only in accordance with the Collateral and applicable law and regulation; and

3.4.5 comply with any terms concerning Non-Sage Applications with which you use Sage Services or Content.

- 3.5 You shall not:
- 3.5.1 make any Sage Service or Content available to, or use any Sage Service or Content for the benefit of, anyone other than you, your Affiliates or Users;
 - 3.5.2 sell, resell, license, sublicense, distribute, rent or lease any Sage Service or Content, or include any Sage Service or Content in a service bureau or outsourcing offering;
 - 3.5.3 use a Sage Service to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - 3.5.4 use a Sage Service to store or transmit Malicious Code;
 - 3.5.5 interfere with or disrupt the integrity or performance of any Sage Service or third-party data contained therein;
 - 3.5.6 attempt to gain unauthorized access to any Content, Sage Service or its related systems or networks;
 - 3.5.7 permit direct or indirect access to or use of any Sage Service or Content in a way that circumvents a contractual usage limit;
 - 3.5.8 copy Content or a Sage Service or any part, feature, function or user interface except as expressly permitted by this Agreement;
 - 3.5.9 frame or mirror any part of any Sage Service or Content other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Collateral;
 - 3.5.10 access any Sage Service or Content in order to build a competitive product or service; or
 - 3.5.11 reverse engineer any Sage Service (to the extent such restriction is permitted by law).
- 3.6 If we are required by a licensor to remove Content or receive information that Content provided to you may violate applicable law or third-party rights, we may so notify you and in such event, you will promptly remove such Content from your systems.
- 3.7 If we receive information that a Non-Sage Application hosted on a Sage Service by you may adversely affect our Sage Services, or violate applicable law or third-party rights, upon notifying you, you shall promptly disable such Non-Sage Application or modify the Non-Sage Application to resolve the matter. If you do not take required action in accordance with the above, we may disable the applicable Content, Sage Service (or affected part) and/or Non-Sage Application until the potential violation is resolved.
4. **AUDIT**
- 4.1 We or our licensor may audit your use (including use of any User subscription) through the Sage Services. Should any audit reveal any unauthorised use of the Sage Service by you, you agree to pay to us the difference between the price charged by us to you for the applicable User subscription and our then-current list price for users of the full-use version of the applicable User subscription for all such unauthorised users, beginning with the date of the first violation

through the end of the then current subscription term (the "**Overage Fee**"). Upon payment of the Overage Fee, all unauthorised User subscriptions will be converted into full-use subscriptions at our then-current list pricing for such full-use User subscriptions for the remainder of the then current subscription term and any subsequent subscription term.

5. **THIRD PARTIES**

- 5.1 We or third parties may make available (for example, through a Marketplace) products or services, including, for example, Non-Sage Applications and implementation and other consulting services. Any acquisition by you of such third-party products or services, and any exchange of data between you and any third party provider, is solely between you and the applicable third party provider. We do not warrant or support third party applications or other third-party products or services, whether or not they are designated by us as "certified" or otherwise, except as specified in an Order Form.
- 5.2 If you install or enable a Non-Sage Application for use with a Sage Service, you grant us permission to allow the provider of that Non-Sage Application to access Customer Data as required for the interoperation of that Non-Sage Application with the Sage Service. We are not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a Non-Sage Application. You also acknowledge that we may be provided access to your Non-Sage Application account to enable us or the third-party provider of a Non-Sage Application to properly perform our obligations to you.
- 5.3 The Sage Services may contain features designed to interoperate with Non-Sage Applications. If the provider of a Non-Sage Application ceases to make the Non-Sage Application available for interoperation with the corresponding Sage Service features on reasonable terms, we may cease providing those Sage Service features without entitling you to any refund, credit or other compensation.

6. **FEES AND PAYMENT FOR SAGE SERVICES**

- 6.1 You must pay all fees specified in Order Forms. Except as otherwise specified within this Agreement:
- 6.1.1 fees are based on Sage Services and Content purchased and not actual usage;
 - 6.1.2 payment obligations are non-cancellable and fees paid are non-refundable (other than expressly set out in this Agreement); and
 - 6.1.3 quantities purchased cannot be decreased during the relevant subscription term.
- 6.2 You will provide us with valid and updated payment details (for example, credit or debit card information or a direct debit instruction), a valid purchase order or with alternative payment information reasonably acceptable

- to us to enable us to take payment for the Sage Services you purchase under an Order Form. This information will be used by us to take payment for any renewal subscription term(s) as set forth in section 1.1 and you now authorise us to do so.
- 6.3 All fees shall be payable in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit or debit card, we will invoice you in advance and otherwise in accordance with the relevant Order Form. A Sage Affiliate may invoice on behalf of the Sage entity that you are contracting with.
- 6.4 Unless otherwise stated in the Order Form, invoiced charges are due 30 days from the date of the invoice. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.
- 6.5 Our fees do not include any taxes, duties or similar governmental assessments of any nature, including, for example, VAT, GST, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with your purchases under this Agreement.
- 6.6 If we have a legal obligation to pay or collect Taxes for which you are responsible under section 6.5, you will pay that amount following receipt of our invoice unless you provide us with a valid tax exemption certificate authorised by the appropriate tax authority.
- 6.7 If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies,
- 6.7.1 those charges may accrue late interest at the rate of 1.25% of the outstanding balance per month, or up to the maximum rate permitted by law, whichever is greater, and/or
- 6.7.2 we may apply shorter payment terms than those set out in section 6.4 to any future subscription renewals and Order Forms.
- 6.8 If any amount owing by you under this or any other agreement for our services is 14 or more days overdue (or 5 or more days overdue in the case of amounts you have authorised us to charge to your credit or debit card), we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend our services to you until such amounts are paid in full. We will give you at least 7 days' prior notice that your account is overdue, in accordance with section 15.1, before suspending services to you.
- 6.9 We will not exercise our rights under section 6.7 or 6.8 above if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 6.10 You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.
- 6.11 Excess Data Storage Fees. The maximum disk storage space provided to you without additional charge is 25 GB per month per data source. Storage is measured in the aggregate across all Users. If your aggregate amount of storage exceeds these limits, you will be charged \$5 per month for additional Data stored. Please note that additional storage can only be purchased in 10GB bundles.
7. **PROPRIETARY RIGHTS AND LICENSES**
- 7.1 Subject to the limited rights expressly granted under this Agreement, we and our licensors reserve all of right, title and interest in and to the Sage Services and Content, including all related intellectual property rights. No rights are granted to you other than as expressly set out in this Agreement.
- 7.2 We grant to you a worldwide, limited-term license to use Content acquired by you pursuant to Order Forms, subject to those Order Forms, this Agreement and the Collateral.
- 7.3 You grant us and our Affiliates a worldwide, limited-term license to host, copy, transmit and display Customer Data, and any Non-Sage Applications and program code created by or for you using a Sage Service, as necessary for us to provide the Sage Services in accordance with this Agreement. Subject to the limited licenses granted within this Agreement, we acquire no right, title or interest under this Agreement in or to Customer Data or any Non-Sage Application.
- 7.4 You grant to us and our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Sage Services any suggestion, enhancement request, recommendation, correction or other feedback provided by you or users relating to the operation of the Sage Services.
- 7.5 You grant to us a non-exclusive non-transferable right to use your name and logo in our marketing or promotional material during the term of this Agreement for the purpose of identifying you as a customer.
8. **CONFIDENTIALITY**
- 8.1 Each party shall treat the other's Information and the content of this Agreement as confidential and will not at any time copy, use or disclose to any person the other's Information, except as permitted by this Agreement or as otherwise authorised by the other party in writing.
- 8.2 Either party may disclose the other's Information:

- 8.2.1 to that party's employees, contractors, officers, representatives, advisers or Affiliates (as applicable) who need to know such information for the purposes of carrying out a party's obligations under this Agreement. Each party will ensure that their respective employees, contractors, officers, representatives, advisers and Affiliates to whom the Information is disclosed comply with this section 8; and
- 8.2.2 as may be required by law, court order or any governmental or regulatory authority. Where legally permissible the party required to disclose Information of the other shall attempt to provide the other party with prior notice of such disclosure together with any reasonable assistance (at the other party's cost) as that other party may require avoiding such disclosure.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 9.1 Each party represents that:
 - 9.1.1 it has validly entered into this Agreement (including any Order Forms) and has the legal power to do so; and
 - 9.1.2 that the person entering into this Agreement (and any Order Forms) on its behalf has the power to bind that party and its Affiliates (as the case may be).

9.2 We warrant that (a) we will not materially decrease the overall security of the Sage Services during a subscription term, (b) the Sage Services will perform materially in accordance with the applicable Collateral, (c) we will not materially decrease the functionality of the Sage Services during a subscription term, and (d) the Sage Services and Content will not introduce Malicious Code into your systems. For any breach of an above warranty, your exclusive remedies are those described in sections 12.3 and 12.5.

9.3 EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE WITHIN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4 CONTENT IS PROVIDED "AS IS," AND NO REPRESENTATIONS, CONDITIONS OR WARRANTIES ARE GIVEN IN RESPECT OF CONTENT.

10. MUTUAL INDEMNIFICATION

10.1 We shall defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the use of a Sage Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, and will indemnify you from any damages, legal fees and costs

finally awarded against you as a result of, or for amounts paid by you under a court-approved settlement of such claim, provided you (a) promptly give us written notice of such claim; and (b) give us sole control of the defence and settlement of such claim (except that we may not settle such claim unless it unconditionally releases you of all liability); and (c) give us all reasonable assistance at our expense. If we receive information about an infringement claim related to a Sage Service, we may in our discretion and at no cost to you (i) modify the Sage Service so that it no longer infringes, without breaching our warranties under section 9.2; or (ii) obtain a license for your continued use of that Sage Service in accordance with this Agreement; or (iii) terminate your subscriptions for that Sage Service upon 30 days' written notice and refund you any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defence and indemnification obligations do not apply to the extent such claim arises from Content, a Non-Sage Application, your breach of this Agreement or your continued use of the infringing element of the Sage Service after we have notified you not to use it.

10.2 You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Customer Data, or your use of any Sage Service or Content in breach of this Agreement, infringes such third party's intellectual property rights or violates applicable law, and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of such claim, provided we (a) promptly give you written notice of such claim; (b) give you sole control of the defence and settlement of such claim (except that you may not settle such claim unless it unconditionally releases us of all liability), and (c) give you all reasonable assistance, at your expense.

10.3 This section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section 10.

11. LIMITATION AND EXCLUSION OF LIABILITY

11.1 NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU TO US UNDER THE ORDER FORM GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT, STRICT LIABILITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR SAGE SERVICES).

11.2 IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS, LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.3 NOTHING IN THIS SECTION 11 SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

12. TERM AND TERMINATION

12.1 This Agreement commences on the date you first accept it and continues until all Sage Services have expired or otherwise terminate.

12.2 The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other notice of non-renewal at least **45 days** before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless we have given you written notice of a pricing increase at least 60 days before the end of that prior term.

12.3 A party may terminate this Agreement:

12.3.1 upon 30 days written notice to the other party of a material breach if such breach remains unremedied at the expiration of such period; or

12.3.2 where permitted by applicable law, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Where termination is not permissible under applicable law for this reason we will require such assurances as we may reasonably request concerning payment to continue your access to the applicable Sage Services.

12.4 This Agreement may be terminated or suspended immediately without notice to you where you are in breach of any direct agreement you have with our licensor.

12.5 If this Agreement is terminated by you in accordance with section 12.3, we will refund you any prepaid fees covering the remainder of the term of all Order Forms

after the effective date of termination. If this Agreement is terminated by us in accordance with sections 12.3 or 12.4, you will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination.

12.6 Upon request by you made within 28 days after the effective date of termination or expiration of this Agreement, we will make the Customer Data available to you for export or download as provided in the Collateral. After that 28-day period, we will have no obligation to maintain or provide Customer Data, and will thereafter delete or destroy all copies of Customer Data in our systems or otherwise in our possession or control as provided in the Collateral, unless legally prohibited.

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

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

13. ANTI-BRIBERY AND CORRUPTION

13.1 Each party will and will procure that persons associated with them:

13.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "**Relevant Requirements**");

13.1.2 not engage in any conduct which would constitute an offence under any of the Relevant Requirements;

13.1.3 not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;

13.1.4 promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement;

13.1.5 have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

14. GENERAL PROVISIONS

14.1 The Content, Sage Services or other technology we make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Sage Service or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

- 14.2 Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld) except that either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, we will refund to you any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 14.3 Other than our Content licensors and the third parties referred to in Exhibit A, there are no other third-party beneficiaries under this Agreement. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce any terms of this Agreement.
- 14.4 This Agreement constitutes the entire understanding between the parties with respect to their subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating to them. Each party agrees that it has not relied on any representations or statements in entering into this Agreement which are not set out expressly in it, except this does not exclude a party's liability for fraud.
- 14.5 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. If the unenforceable wording could be enforced if part of it is deleted, the parties will treat the relevant part of the wording as if deleted.
- 14.6 Each party is an independent contractor and neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other.
- 14.7 If a party fails to, or delay in, exercising any rights under this Agreement, that will not mean that those rights cannot be exercised in the future.

14.8 This Agreement is drafted in English. If this Agreement is translated into any other language, the English language text will prevail. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language.

15. NOTICES, GOVERNING LAW AND JURISDICTION

15.1 Except as otherwise specified in this Agreement, all notices, permissions and approvals shall be in writing and shall be deemed to have been given upon: (i) personal delivery, the second business day after mailing; (ii) the second business day after sending by confirmed facsimile, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to you shall be addressed to the relevant billing contact designated by you. All other notices to you shall be addressed to the relevant Sage Services system administrator designated by you. For us notices should be sent as follows:

Entity	Address
Sage Software Australia Pty Limited	Level 11, The Zenith Tower B, 821 Pacific Hwy, Chatswood NSW 2067, Australia

15.2 This Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the Sage entity that you are contracting with as follows:

Entity	Law
Sage Software Australia Pty Limited	New South Wales

15.3 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and State (as applicable) set out above over any claim or matter arising out of or in connection with this Agreement or the legal relationships established by it.

15.4 We are entering into this Agreement as principal and not as agent for any other Sage company. Subject to any permitted assignment under section 14.2, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us.

EXHIBIT A

The following terms and conditions also apply to the Services.

Disclosure Notice: the current service will be hosted in the ZAP BI environment. However, Sage reserves the right to change the hosting provider at its sole discretion as it considers appropriate.

ZAP BI (“ZAP”) CLOUD SERVICE LEVEL COMMITMENTS

1. AVAILABILITY

The Service Level Commitment for Availability is **99.5%**, per billing cycle.

The Cloud Platform shall be Available twenty-four hours per day, seven days per week, each day of the year, except for periods of Scheduled Maintenance; ZAP shall meet the Service Level Commitment as set forth below during each month of the Subscription Term.

ZAP conducts tests by querying the Service every 5 minutes, outside of the Service’s location.

The Availability metric is simply calculated using the following formula: **A/B**, where:

- **A:** Total number of successful monitor responses outside of Scheduled Maintenance windows
- **B:** Total number of monitor queries outside of Scheduled Maintenance windows

In addition to Schedule Maintenance windows, the following items are also excluded in the calculation of Availability: Service disruption related to a force majeure event, Service Disruption caused by Customer, or is otherwise related to a Client-side problem; and also following a Schedule maintenance, if data models require being fully re-processed due to structural updates introduced with new functionality.

2. MAINTENANCE

Most Scheduled Maintenance periods are automated and configurable in the Service; they may or may not generate an Outage Time, and are conducted:

- Every week, for environmental updates such as security patches;
- Every month, for Software updates. This scheduled outage may include corrected defects and new functionality in the form of a software update. Such monthly updates may be delayed by Customer under some constraints and by no more than the next on-premise version. Software updates may require a full process of the data model.

Customers shall be informed within a reasonable amount of time for any extra maintenance periods. ZAP reserves the right to perform maintenance outside of these above scheduled windows if circumstances require but such maintenance shall be deemed Emergency Maintenance and shall not be excluded from the Availability metric.

3. SYSTEM RECOVERY, BACKUP AND RETENTION POLICY

We employ an exhaustive backup and disaster recovery processes for each Hosted platform for every Subscription to guarantee that data is adequately protected and can be recovered quickly.

Each Cloud Platform has a Disaster Recovery Plan that serves as the governing body during a disaster. Once a disaster recovery event is declared, approved and the Disaster Recovery Plan is executed, a standard Recovery Time Objective and Recovery Point Objective apply.

The maximum Recovery Time Objective is 24 hours, and a different Recovery Point Objective applies for each component of the Service.

A new Hosted platform might have to be recreated from the following two components that are backed up:

- **ZAP application database**, storing resource metadata of the application;
- **Data warehouse**, storing Customer data for a single data model. Backups are taken for every data model of the Service.

Note: The semantic layer that the Service generates is an aggregated database that is not backed up, and therefore must be reconstructed or reprocessed from the most recent ZAP BI application metadata database backup.

Component	Backup strategy and Recovery Point Objective	Backup Retention policy
ZAP BI application database	Recovery Point Objective: 10-minute recovery Full backup - Once every day, by default 11pm in the selected time zone. Differential - every few hours Transaction log - every 10 minutes	30 days.
Data Warehouse	Recovery Point Objective: 2-hour recovery	30 days.
Full backup - Once every week, by default on Saturday at 11pm in the selected time zone. Transaction log – every 2 hours		

ZAP regularly verifies its Disaster Recovery Plan, controls and tests its backup policy and retention periods

5. SECURITY

ZAP shall keep the Cloud Platform secure. We shall take all reasonable precautions and use all reasonable endeavours to protect your data and personal information we hold about you from misuse and loss and from unauthorized access, modification or disclosure.

We shall ensure the application is designed with security at its core, and have a range of physical and technology policies in place to provide a robust secured environment.

ZAP shall ensure the on-going adequacy of these measures by regularly reviewing them.

6. SERVICE LOCATION

Unless otherwise agreed, ZAP shall process and store all Personal Data in (A) the jurisdiction in which the data subject resides, or (B) the jurisdiction reasonably requested or determined, and shall not transfer, process, or maintain Customer Data in any other jurisdiction or location without the prior consent of Customer.

You shall be notified of the Service's location, and if applicable any Service Location change from the initial Service location.

7. THIRD-PARTY SERVICES

The ZAP Service uses the following third-party platforms to operate.

Third party	Used as
Microsoft Azure	The Hosting provider for the ZAP Service, which includes storing Your Content, storing data backups, storing login information and authenticating users on the ZAP Website and Service.
Microsoft Dynamics 365	The repository used for storing some personal information and licensing the Service.
Wordpress	The centralized portal providing licensing information, education materials, blogs and single sign-on authentication to the Service.

In addition, the ZAP application uses the following [third-party add-on licenses](#). By agreeing with the terms of this Agreement, you also agree and consent to the terms and privacy policies of those third-party services.