

Thank you for choosing Sage!

This agreement describes your rights and the conditions upon which you may use the Sage 50 accounting software. You should review the entire agreement and any linked terms because all of the terms are important and together create this agreement that applies to you.

By accepting this agreement or using the software, you agree to all of these terms and consent to the transmission of certain information during activation and during your use of the software pursuant to the Sage Privacy Policy described in Section 9a. If you are accepting this agreement on behalf of someone else (including a legal entity), you must have the authority to bind them to this agreement. If you do not accept and comply with these terms, you may not use the software.

PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 13. IT AFFECTS HOW DISPUTES ARE RESOLVED.

1. Overview.

- a. **Applicability.** This agreement applies to the Sage 50 accounting software, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any updates, upgrades, supplements or services for the software, unless other terms come with them.
- b. **Additional terms.** Depending on your purchase of Sage 50 and your device's capabilities, how they are configured, and how you use them, additional Sage and third party terms may apply to your use of certain features, services and applications. Some features of the software provide an access point to or rely on online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the service terms of use and you should read them. The software may include third party programs that Sage, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.

2. Installation and Use Rights.

- a. **License.** The software is licensed, not sold. Under this agreement, we grant you the right to install and run the software on your devices for use by your users, but only if you comply with this agreement. The number of devices you may install the software on and the number of users that are permitted to use the software are determined by the version of the software you acquired (see Section 2b) and the number of users you've paid for (see Section 2c).

In this agreement, "device" means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device. "User" means a person that is listed in the software's maintenance screen. You may replace a user without purchasing additional licenses but you may not share a license.

- b. **Versions.** Sage offers different versions of the software. You can use certain versions on a subscription basis, a perpetual license basis, or both. Subscribing to the software gives you access to the most updated version you've chosen for as long as you pay the software's recurring fees; if you don't, then the software and that data you input to the software will revert to "read-only" mode. Purchasing a perpetual license of the software gives you indefinite access to the version you've purchased and the data you input to the software, but software updates require additional fees. Certain of the software's features and functionality are only available by subscribing. Below is a general description of each version. The specific features and functionality of each version are described in more detail in the software's documentation. You can find the documentation by visiting [Sage 50 features](#) or selecting "About" and then "Help" within the software.

- (i) **Full retail version (subscription and perpetual licenses).** If the software version you acquired is a full retail version, you may use it only for your internal business purposes.
- (ii) **Not for resale/demo (perpetual license only).** If you have a valid partner agreement with Sage, you may use the software only for demonstration, marketing, promotional, end user support, training or development purposes and only as permitted by your partner agreement.
- (iii) **SAN members (subscription only).** If you are a member of the Sage Accountants Network and you have an accountant edition of the software, you may only use the accountant edition of the software as permitted by this agreement and your agreement to be part of the Sage Accountants Network. You may not install the accountant edition of the software on any third party device. However, you may use a third party's license to the software to access that third party's files as required by that relationship.
- (iv) **Educators and instructors (perpetual license only).** If you meet our education qualifications (included on the software's packaging or online at <https://www.sage.com/en-ca/about-us/education/instructor/>), you may use the education version of the software for your personal educational purposes.
- (v) **Student (perpetual license only).** If you meet our student qualifications (included on the software's packaging or online at <https://www.sage.com/en-ca/about-us/education/>), you may use the student version of the software for your personal educational purposes. Any "company" created in the student version and its data will only be accessible for 14 months after that company was created.
- (vi) **Trial (30-day trial).** You may use the trial version of the software only for the purpose of evaluating the software for your internal purposes.

c. Permitted users and add-ons.

- (i) **Single user.** If you paid for a single user, the software may only be installed on one device and used by one user. You may order an additional license of the software for back-up purposes or remote use on another device. If you order an additional license, you may not access the software from more than one device at the same time.
- (ii) **Multi-user.** If you paid for more than one user, the software may be installed on the number of devices equal to the number of users you've paid for or a local area network or server, but the number of devices permitted to access the software must equal the number of users you've paid for. No matter how you install the software, it may only be used by the number of users you've paid for and no user may access the software from more than one device at the same time.
- (iii) **Add-ons.**
 - **Remote Data Access.** If you pay for Remote Data Access (formerly known as "Sage Drive" and described in Section 5a), you may install the software on an additional device to share your data.
 - **System Administrative Account.** You may use a system administrative account without paying any additional fees unless you want to install this account on a separate device.

d. Activation. You must register and activate your license within the first 15 days or the software will be disabled.

e. 60-Day Refund Policy. If you are a first time customer or if this is the initial term of your subscription, you may only receive a full refund if you cancel your license or subscription within 60 days of your payment for the software, as shown by our records (if you purchased the software directly from us) or your receipt (if you purchased the software from someone else). You can submit a refund request by contacting a Sage representative and they will assist you with your request.

3. Restrictions.

- a. **Generally.** Sage and its licensors reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to and you may not:
- (i) use or virtualize features of the software separately;
 - (ii) use hardware or software to multiplex or pool connections or to otherwise bypass restrictions on the number of devices or users you have paid for;
 - (iii) publish, copy, rent, lease, or lend the software;
 - (iv) transfer the software (except as permitted by this agreement);
 - (v) obscure or remove any copyright or trademark notice from the software;
 - (vi) work around any technical restrictions or limitations in the software; or
 - (vii) reverse engineer, decompile, or disassemble the software, or attempt to do so, except if the laws where your principal place of business is located permit this even when this agreement does not and in that case, you may do only what your law allows.
- b. **Other restrictions.** The Sage 50 Premium Accounting and Sage 50 Quantum Accounting products may only be used within a Microsoft Windows terminal server environment in compliance with the requirements in the software's documentation.

4. Support.

- a. **Generally.** Sage only provides customer support where (i) you've purchased a subscription to the software or you've otherwise purchased "Sage Business Care" (described below), (ii) we've entered into a separate agreement to do so, or (iii) we've provided you with a written promotional offering for such support. Sage does not provide any support if you host the software with a third party and have any issues that relate to that hosting arrangement.
- b. **Sage Business Care.** By subscribing to the software, you will receive Sage Business Care for as long as your subscription is current. You can also purchase Sage Business Care without subscribing to the software. Either way, this is how Sage Business Care works:
- (i) Sage Business Care runs for 12-month terms and includes varying levels of access to customer support and certain updates released during that 12-month term. **Sage Business Care automatically renews at the end of each 12-month period.**
 - (ii) You must use the most current version of the software to receive all of the benefits of Sage Business Care.
 - (iii) Our customer support analysts may limit calls or chats to one hour or one incident.
 - (iv) If you cancel Sage Business Care or if we have to cancel it for non-payment, you will lose access to any features that require Sage Business Care (including, but not limited to, payroll features, forms, or functionality, payment solutions, Remote Data Access, integrations with Microsoft 365 or Sage Business Cloud Accounting, customer or technical support, and software updates). If you subscribe to the software and Sage Business Care is cancelled, then the software will also revert to "read-only" mode.

5. Add-On Products and Services.

- a. **Remote Data Access.** If you have the appropriate Sage Business Care plan, then you may also subscribe to Remote Data Access (formerly known as “Sage Drive”). This add-on product permits you to access and share access to your data over the internet during your Sage Business Care term. Remote Data Access can only be accessed by users on devices with the software installed on it. With this functionality, you may install the software on one additional device over the number of installations you’ve purchased. You must use a currently supported version of the software in order to use Remote Data Access. If your Sage Business Care is cancelled, you will no longer have access to your data via Remote Data Access.
- (i) You should always maintain back-up copies of your data in this add-on product because we may delete your data if Sage Business Care is cancelled or if you no longer subscribe to Remote Data Access.
 - (ii) We may change the amount of data that you can share, store or otherwise make available via Remote Data Access. We will give you reasonable advance notice of any changes.
- b. **Payroll Updates.**
- (i) **Generally.** In order to have access to any payroll features, forms, and functionality, you must be on the most current version of the software and your license must include a payroll solution, which may be as part of a bundled product, part of your Sage Business Care plan, or as part of your subscription.
 - **Bundled Product.** If you have a perpetual license to the software bundled with a payroll solution, your license will include one (1) year of payroll services and access to all payroll features, forms, and functionality within the software. At the end of this period you must renew your payroll solution at our then-current rate, otherwise you will lose access to the payroll features, forms, and functionality, and forms within the software and to receive any future payroll updates.
 - **Sage Business Care.** If you subscribe to the applicable Sage Business Care plan that includes access to all payroll features, forms, and functionality within the software and payroll services, then you will have access to such offerings for as long as you maintain that Sage Business Care plan.
 - **Subscription.** If you otherwise subscribe to the software and that subscription includes a payroll solution, then you will have access to all payroll features, forms, and functionality within the software and payroll services for as long as you maintain that subscription.
 - (ii) **Restrictions.** All of the software’s payroll solution (including, without limitation, the “Sage EFT Direct” features) may only be used by you or your legal entity, and cannot be used to process the payroll of any third party. You may only use the payroll solution for up to the number of employees permitted by your software purchase. We may verify that you do not exceed this limit, automatically or by other reasonable means. If you exceed this limit, then we may restrict your use of the software.
- c. **Others.** This software may also be used with other add-on products and services, including, but not limited to: payroll services, standalone direct deposit services, bank feeds services offered by Sage or third parties, services offered by Paya, Inc., Sage 50 Direct Payments, Sage 50 Accounting EFT Direct, Sage Data Cloud Connector, Sage Business Cloud Accounting integration, Microsoft 365 integration, Automatic Cloud Backup, and Online Bank Reconciliation. Each of these may require a credit card, a valid email address, approval by a third party, internet access, a subscription license to the software, a current Sage Business Care plan, a subscription to Sage Business Cloud Accounting, a subscription to Microsoft 365 Business Premium, additional fees, or a combination of the foregoing, and may also require your acceptance of a separate agreement to use them. You must use a currently supported version of the software in order have access to any add-on products and services.
- (i) **Sage is not responsible in any way for add-on products and services offered by third parties. Your use of these add-on products and services is subject to the terms and conditions required by these third parties. We do not endorse, make any warranty, or make any other promise about any third party add-on**

products and services, regardless of whether they are described as “authorized”, “certified”, “recommended” or the like. We have no obligation to make available or provide support for any third party add-on products and services and cannot guarantee the initial or continuing ability of the software to work with any third party add-on products and services.

(ii) All matters relating to credit transactions, such as chargebacks of credit card charges, are the responsibility of the institution that handles your account.

(iii) If Sage Business Care is cancelled, you may lose access to add-on products and services.

6. Limited Warranty.

- a. 90-day warranty.** Sage warrants that properly licensed software will perform substantially as described in any Sage materials that accompany the software. This limited warranty only applies to the software and not to any third party add-on products and services. This limited warranty does not cover problems that you cause, or that arise when you fail to follow instructions, or that are caused by events beyond Sage’s reasonable control. The limited warranty starts when your first user acquires a copy of the software and lasts for 90 days. Any supplements, updates, or replacement software that you may receive from Sage during that 90-day period are also covered, but only for the remainder of that period or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.
- b. Exclusive Remedies.** If Sage breaches its limited warranty, it will, at its election, either: (i) repair or replace the software at no charge, or (ii) accept return of the software for a refund of the amount paid, if any. **These are your only remedies for breach of this limited warranty.**
- c. Disclaimer.** Sage gives no other express warranties, guarantees, or conditions. **Sage disclaims all implied warranties and conditions, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow the disclaimer of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies this agreement allows.**

7. Indemnification.

- a. Infringement.** If a third party brings a claim against you alleging the software infringes their intellectual property rights, we will defend you in that claim at our expense, subject to you giving us prompt written notice of the claim and sole control of the defense and settlement of the claim. If there is an adverse final judgment or settlement of that claim, we will pay it for you. We may at any time, at our expense, obtain the right for you to continue to use the software or modify the software so that it is non-infringing. If neither of those options are feasible, then you may terminate this agreement by notifying us and we will refund you any prepaid fees (if any) covering the period after you were no longer able to use the software.
- b. Exclusive Remedy.** **Sage’s obligations under this section are your exclusive remedy for any third party claim described in this section.**
- c. Exceptions.** We will have no responsibility for any claim where the software was modified by anyone other than us or where you used the software in combination with any hardware, operating system, or other software not authorized in our software’s documentation.

8. Limitation of Liability.

- a. Except for any repair, replacement, or refund Sage may provide, you may not recover under Sage’s limited warranty, under any other part of this agreement, or under any theory, any damages or other remedy,**

including lost profits or direct, consequential, special, indirect, or incidental damages. The damage exclusions and remedy limitations in this agreement apply even if repair, replacement or a refund does not fully compensate you for any losses, if Sage knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you.

- b. If your local law allows you to recover damages from Sage even though this agreement does not, you cannot recover more than you paid for the software (or up to \$50 CAD if you acquired the software for no charge).**

9. Your Data.

- a. Privacy.** Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Sage may collect, use, and disclose the information as described in the Sage Privacy Notice available at <https://www.sage.com/en-ca/legal/privacy-and-cookies/> and as may be described in the user interface associated with the software features.
- b. Product Enhancement Program.** If you are a new customer or an upgrading customer who has not previously opted out of participating in our Product Enhancement Program (“PEP”), then you may automatically be enrolled in PEP during installation of the software or applicable upgrade. With PEP, Sage collects information on your hardware and how you use the software and its in-product help and services. This information helps us identify trends and usage patterns to improve the quality of the products and services we offer. Sage will not collect any of your information (including any personally identifiable information) through PEP. Your participation in PEP is voluntarily and you may opt-out at any time by going to the “Services” menu within the application. If you have previously opted out of PEP, then you will continue to be opted out when you install any updates. You may opt-in at any time by going to the “Services” menu within the application.
- c. EU Data.** If the European Union’s General Data Protection Regulation 2016/679 (the “GDPR”) governs Sage’s processing or controlling of personal data, then the Data Processing Addendum posted at <https://www.sage.com/en-ca/legal/eula/> (or such other URL as we notify you of) applies. We may update that addendum from time to time. If there is any conflict between that addendum and this agreement, that addendum will control.

10. Technical Data Collection and Monitoring; Automatic Updates.

- a. Software Monitoring.** The software monitors, records and reports to Sage information about the installation and use of the software, including but not limited to information about your devices and the frequency, type, and manner of use to which the software is put.
- b. Automatic Updates.** The software uses automatic update technology to provide important updates like fixes, patches, enhanced functions, missing plug-ins, and new versions. While you can disable this technology, we recommend that you keep it enabled. When enabled, this technology will automatically download or install (or prompt you to download or install) an available update.

11. Term and Termination. The term of this agreement begins on the date you accept it or install the software, whichever occurs first, and continues until it is terminated or you accept a new agreement.

a. Your Termination Rights.

- (i) **Subscription Terminations.** If you subscribe to the software, you may terminate this entire agreement at any time by giving us 30 days’ prior written notice. Once the termination is effective, the software will revert to “read-only” mode and you will lose access to any features that require Sage Business Care.

- (ii) **Other Terminations.** If you do not subscribe to the software, you may terminate this entire agreement at any time by notifying us in writing at: Sage Software Canada Ltd., 120 Bremner Blvd #1500, Toronto, ON M5J 0A8, Canada, Attn: Sage 50, Termination Request. You will not receive a refund for your purchase of the software.
- b. **Our Termination Rights.** If you breach your obligations under this Agreement (including by not paying any fees when due), then this Agreement will automatically terminate.
- c. **Version-Specific Rights.**
 - (i) **Not for resale/demo.** Your right to use a not for resale/demo version of the software terminates when you no longer have a valid partner agreement with Sage.
 - (ii) **SAN members.** If you are a member of the Sage Accountants Network and you have an accountant edition of the software, your right to use the accountant edition terminates when you no longer are a member of the Sage Accountants Network and you will have “read-only” access to your data.
 - (iii) **Educators and instructors.** Your right to use the educational version of the software terminates when you no longer meet our education qualifications.
 - (iv) **Student.** A student’s right to use the student version of the software terminates 14 months from the initial installation date.
 - (v) **Trial.** Your right to use the trial version terminates 30 days from the initial installation date.
- d. **Effect of Termination.** Once terminated, all licenses and other rights granted to you will immediately terminate.

12. Compliance.

- a. **Sanctions.** At all times during the term of this agreement and your use of the software, you confirm that: (i) you will conduct your business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities, including but not limited to the Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom and the European Union; (ii) you are not named on any “denied persons list” (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor are you owned or controlled by a politically exposed person; and (iii) you have and will maintain appropriate procedures and controls in place to ensure and be able to demonstrate your compliance with this Section **Error! Reference source not found.a**. You may not permit your users to use or access the software in violation of any U.S. export or sanctions law or regulation or in any Restricted Territories (defined below). Such access and/or use is not permitted by us and shall constitute a material breach of this agreement, and where we are aware of or suspect you (or any of your users) to be accessing, using, permitting or otherwise facilitating such access and/or use in any Restricted Territory in breach of such laws or regulations, we may immediately suspend your use of the software to the extent that we consider necessary without prior notice, and we shall promptly notify you of such suspension and investigate any potential breach. You will promptly notify us if you have violated, or if a third party alleges that you have violated, this Section **Error! Reference source not found.a**. If we have grounds to suspect that you are accessing and/or using the software in violation of this Section **Error! Reference source not found.a**, you shall provide us with your full cooperation and assistance in respect of your access and/or use of the software and in respect of your compliance with this Section **Error! Reference source not found.a**. You shall indemnify us and our affiliates against any claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) as a result of your (or your users) breach of this Section **Error! Reference source not found.a**. As used in this Section **Error! Reference source not found.a**, “Restricted Territories” means (i) Cuba, Iran, North Korea, Syria and the territory of Crimea / Sevastopol, and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the U.S.

- b. **Anti-Bribery & Anti-Corruption Laws.** In using the software, you must comply with all applicable laws and regulations, including anti-bribery, anti-corruption and tax evasion laws and regulations.
- c. **Audit.** We may audit your use of the software at any time to ensure your compliance with this agreement. If an audit shows that you have underpaid fees, then you will pay Sage an amount due based on Sage's price list in effect at the time of the audit.

13. Binding Arbitration and Class Action Waiver. We hope we never have a dispute, but if we do, you and Sage agree to try for 60 days to resolve it informally. If we can't, you and Sage agree to **binding individual arbitration under the current laws and rules relating to commercial arbitration in either (i) the province or jurisdiction in which you reside (if you reside in Canada) or (ii) Toronto, Ontario (if you reside anywhere outside of Canada), and not to sue in court.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final in accordance with any applicable laws and rules governing such commercial arbitration. **Both you and Sage agree to bring any dispute in arbitration on an individual basis only. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Sage and its affiliates.

- a. **Disputes covered—everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and Sage concerning the software, its price, or this agreement, under any legal theory, including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a letter notifying us of a dispute by mail to Sage Software, Inc., Attn: Legal Department, 271 17th Street NW, Suite 1100, Atlanta, GA 30363. Tell us your name, address, how to contact you, what the problem is, and what you want. We'll do the same if we have a dispute with you. After 60 days, you or Sage may start an arbitration if the dispute is unresolved.
- c. **Small claims court option.** Instead of mailing us a dispute notice, and if you meet the requirements of a small claims court located within Canada, you may sue us in small claims court in (i) your county of residence (or if a business, your principal place of business) in Canada or (ii) our principal place of business in Toronto, Ontario, Canada. We hope you'll mail us your dispute notice and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. **Arbitration procedure.** All hearings will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. However, all in-person hearings may only take place in either Vancouver, British Columbia, Canada, or Toronto, Ontario, Canada.
- e. **Arbitration fees and payments.** If you start an arbitration we won't seek any fees and expenses from you, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration, we will pay all filing and arbitrator's fees and expenses. For any arbitration that we start, we won't seek our attorneys' fees or expenses from you.
- f. **Must file within one year.** Both of us must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 7) within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of this Section 13 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 13 still applies.

- h. Conflict with arbitration rules.** This agreement governs if it conflicts with any provincial or local arbitration rules.
- 14. Sage & Third Party Marks.** Sage, the Sage logo, and any Sage product and service names are registered trademarks or trademarks of Sage Software, Inc. or its affiliates. Microsoft, Microsoft SQL Server, Windows, and the Windows logo are trademarks or registered trademarks of Microsoft Corporation. For an up-to-date list of copyright and trademark statements, refer either to the copyright page of the software's user guide or the Help – About menu within the software. Other product names mentioned may be service marks, trademarks, or registered trademarks of their respective owners.
- 15. Governing Law.** The laws of the province of Ontario govern this agreement, including all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles.
- 16. Entire Agreement.** This agreement (together with the printed paper license terms or other terms accompanying any software supplements, upgrades, updates, and services that we provide and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, upgrades and services (unless we provide other terms with such supplements, updates, upgrades or services). You can review this agreement after your software is running by going to <https://www.sage.com/en-ca/legal/eula/> or selecting "About" and then "Help" within the software. You can also review the terms at any of the links in this agreement after your software is running by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms.
- 17. Language.** The parties have expressly requested and required that this agreement and all other related documents be drawn up in the English language. *Les Parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.*