

ISV Marketplace Listing-only Terms and Conditions

THIS AGREEMENT GOVERNS YOUR ACCESS TO, USE OF AND INCLUSION IN THE SAGE MARKETPLACE (AS DEFINED BELOW).

YOU ACCEPT THIS AGREEMENT AND ITS TERMS EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY PROCEEDING TO USE AND BE LISTED IN THE SAGE MARKETPLACE.

IF YOU DO NOT AGREE WITH OR OTHERWISE ACCEPT THIS AGREEMENT, YOU MAY NOT USE THE SAGE MARKETPLACE.

IF YOU ARE A PARTNER USING THE SAGE MARKETPLACE, THIS AGREEMENT TAKES PRECEDENCE IN RELATION TO YOUR OPERATION AND USE OF THE SAGE MARKETPLACE AND APPLIES IN ADDITION TO ANY OTHER TERMS AND CONDITIONS IN PLACE BETWEEN US FROM TIME TO TIME.

1. **Definitions and Interpretations.**

- 1.1. **Agreed Purpose** has the meaning given in **clause 13.2**.
- 1.2. **Agreement** means these terms and conditions, the exhibits, appendices, annexes, schedules and attachments (if any) and any other documentation or terms and conditions referred to within any of them.
- 1.3. **Anti-Bribery Requirements** means all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 1.4. **Certified Solution(s)** means the ISV Partner Application(s) that: (i) integrate(s) directly with Sage Products/Services; and (ii) has/have been certified by Sage as meeting the "Sage Certified Solution" requirements in accordance with and as detailed in the Documentation provided by Sage.
- 1.5. **Confidential Information** means any information which is disclosed pursuant to or in connection with this Agreement (whether orally, in writing and whether or not such information is expressly stated

to be confidential) or which otherwise comes into the hands of a party which is either proprietary to a party or would be confidential by operation of law, or which is expressly stated by the disclosing party to be confidential or sensitive information including business and technical information (including source code, technical and development specifications, APIs, documents, drawings, schematics depicting code and coding or business logic use to develop code), business plans, the terms of this Agreement and the like.

- 1.6. **Contract Year** means each period of twelve (12) consecutive months during the term of this Agreement, with the first Contract Year commencing on the Effective Date, and with each subsequent Contract Year commencing on the anniversary of the Effective Date.
- 1.7. **Control** means direct or indirect ownership or control of more than 50% of the voting interests in the ISV Partner entity.
- 1.8. **controller; processor; data subject; personal data; process, processes or processing** have the meaning as set out in the Data Protection Laws in force at the time.
- 1.9. **Data Protection Laws** means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018, and the General Data Protection Regulation ((EU) 2016/679); and (b) any code of practice or guidance published by the relevant data protection or supervisory authority and applicable to a party.
- 1.10. **Defect** means a reproducible failure of a Certified Solution to operate in accordance with its specifications, as provided by ISV Partner.
- 1.11. **Developer Licence Agreement** means a separate Sage developer licence agreement or development partner

agreement between Sage and ISV Partner pursuant to which Sage grants ISV Partner licenses, or permission to use, to certain of its development tools and the Sage APIs.

- 1.12. **Documentation** means the Sage guides, documentation, manuals and training materials, as updated from time to time.
- 1.13. **Effective Date** means the date this Agreement has been signed by both parties.
- 1.14. **End Users** means the person(s) who have licensed or subscribed to the Certified Solution (including Sage Customers and customers of Sage Partners).
- 1.15. **Initial Term** has the meaning given to it in **clause 2**.
- 1.16. **Intellectual Property Rights** all vested contingent and further intellectual property rights including goodwill, reputation, rights in confidential information, rights to sue for passing off or unfair competition, copyright, trademarks and design rights whether registered or unregistered, logos, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, patents, know-how, trade secrets, inventions, get-up, database rights and (as applicable) any applications or registrations for the protection of these rights and renewals and extensions of them, existing in any part of the world, whether now known or created in the future.
- 1.17. **ISV Partner** means the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then the person represents that they have the authority to bind such entity to the terms of this Agreement..
- 1.18. **ISV Partner Application(s)** means the ISV Partner's proprietary software and services developed or being developed to integrate or otherwise work with the Sage Products/Services as determined by Sage in its sole discretion and as may be confirmed in writing from time to time.
- 1.19. **ISV Partner Application Collateral** means datasheets, sales messaging, promotional videos, ongoing release guides for version updates and changes, patch content descriptions, pricing SKU descriptions, demo scripts, tools for pre-sales activities, content for delivery of instructor lead training and self-study learning, and such other information and collateral as may be reasonably required by Sage from time to time in relation to the ISV Partner Application(s).
- 1.20. **ISV Partner Marks** means any name, trademark, insignia, logo, symbol or slogan (registered or unregistered) which is owned or licensed by ISV Partner that ISV Partner may licence to Sage from time to time.
- 1.21. **Listing** means the listing of the Certified Solution(s) on the Sage Marketplace.
- 1.22. **Membership Fee** means the fees that Sage may charge to ISV Partner for inclusion in the Sage Marketplace.
- 1.23. **Partner Code of Conduct** means Sage's partner code of conduct hosted at www.sage.com, or as otherwise published, released or made available by Sage from time to time.
- 1.24. **Prospective Sage Customer** means a person, company or organisation that is evaluating the purchase of Sage Products/Services having made an enquiry, or had correspondence or discussions, with Sage or a Sage Partner or any other person.
- 1.25. **Referred Customer** means a Sage Customer, Prospective Sage Customer, Sage Partner or any other person, company or organisation who has been referred to ISV Partner through the Sage Marketplace.
- 1.26. **Renewal Term** means each successive twelve (12) month period where the Initial Term has been extended in accordance with the provisions of **clause 2**.
- 1.27. **Sage** means **Sage (UK) Limited** a company incorporated in England (company registration number 1045967, VAT number GB 555909605) whose

registered office is at North Park, Newcastle upon Tyne, NE13 9AA.

- 1.28. **Sage Affiliate** means any individual, partnership, corporation, limited liability company, trust or other entity that controls, is controlled by or is under common control, directly or indirectly, with the Sage Group plc.
- 1.29. **Sage API's** means the API (application programming interface) specifications that Sage makes available to ISV Partner to integrate the ISV Partner Application with the Sage Products/Services and related documentation. The Sage API's form part of the software development kit (SDK) which is supplied separately to ISV Partner pursuant to the Developer Licence Agreement.
- 1.30. **Sage Customers** means purchasers of, and/or subscribers to, the Sage Products/Services.
- 1.31. **Sage Marketplace** means the online marketplace for the listing of third party services and applications, which supports lead referral, distribution and/or reselling of such services and applications.
- 1.32. **Sage Marketplace Lead** any referral through the Sage Marketplace of a Referred Customer to ISV Partner for the purchase of the Certified Solution(s).
- 1.33. **Sage Marketplace Services** means (i) the Listing; and (ii) the referral of Referred Customers to ISV Partner for the purchase of the Certified Solution(s) through the Sage Marketplace.
- 1.34. **Sage Mark** means any name, trademark, insignia, logo, symbol or slogan (registered or unregistered) which is owned or used by Sage or a Sage Affiliate now or in the future anywhere in the world.
- 1.35. **Sage Partners** means independent third parties authorised or certified by Sage to act as partners, distributors or resellers of Sage Products/Services through Sage's various authorised partner or other programmes or pursuant to separate written agreements.
- 1.36. **Sale** means the sale of a Certified Solution and any related services (including M&S and hosting) by ISV Partner to a Sage Customer, Prospective Sage Customer or Sage Partner.
- 1.37. **Shared Personal Data** means any personal data held by one party as controller, which is provided to the other party as a controller under this Agreement.
- 1.38. **Sage Products/Services** means Sage's proprietary software, products and/or services as determined by Sage in its sole discretion and as may be confirmed in writing from time to time .
- 1.39. **Taxes** has the meaning given to it in **clause 8.8**.
- 1.40. **Term** means the Initial Term plus all Renewal Terms.
- 1.41. In this Agreement:
 - 1.41.1. headings are inserted for ease of reference only and shall not affect the construction or meaning of the terms of this Agreement;
 - 1.41.2. any phrase introduced by the terms "include", "including", "for example" or any similar expression will be construed as illustrative, not exhaustive and shall not limit the sense of the words prior to such term;
 - 1.41.3. use of the singular shall be treated as including the plural and vice versa;
 - 1.41.4. references to persons shall include bodies or persons whether corporate or incorporate;
 - 1.41.5. references to clauses, schedules and exhibits are references to clauses, schedules and exhibits of and to this Agreement, and references to paragraphs are, unless otherwise stated, references to paragraphs of the Schedule in which the reference appears; and
 - 1.41.6. references to a statute or statutory provision include, unless the context requires otherwise, a reference to that statute or statutory provision as

from time to time amended, modified, extended, re-enacted, consolidated and all statutory instruments, orders, by-laws, directions and notices made pursuant to it made before or after the date of this Agreement.

2. **Term.** This Agreement shall commence on the Effective Date and, subject to earlier termination pursuant to the terms of this Agreement, shall continue for a period of one (1) year (“**Initial Term**”). Unless terminated earlier in accordance with this Agreement, this Agreement shall automatically extend for a period of one (1) year (“**Renewal Term**”) at the end of the Initial Term and at the end of each Renewal Term. If a party does not want to extend this Agreement beyond the Initial Term or a subsequent Renewal Term (as the case may be) then that party must provide the other party with at least ninety (90) days’ written notice of its wish to terminate the Agreement on the last day of the Initial Term or the Renewal Term (as appropriate).

3. **Sage Marketplace Services.**

3.1. **Sage Marketplace Services.** Subject to, and as consideration for, ISV Partner complying with the terms of this Agreement, Sage shall provide the Sage Marketplace Services to ISV Partner from the Effective Date.

3.2. **Sage Marketplace Requirements.** The ISV Partner Application(s) must be certified as Certified Solution(s) before any Sage Marketplace Services are provided to ISV Partner by Sage and the provision of such Sage Marketplace Services are subject to (i) achievement by the ISV Partner of certain integration criteria determined by Sage from time to time; (ii) ISV Partner agreeing to further agreements, terms and conditions, policies, registrations and other documentation (including with any third party suppliers of the Sage Marketplace); and/or (iii) ISV Partner providing further information and/or support as may be required by Sage in order to list the Certified Solution(s) on the Sage Marketplace. Sage may approve or reject the listing of any proposed Certified Solution in its sole discretion and may condition any listing on ISV Partner

making modifications to the Certified Solution.

3.3. **Maintenance of Sage Marketplace Requirements.** ISV Partner shall satisfy and maintain the necessary certification and any other requirements of the Certified Solution(s) set out in this Agreement or as communicated to ISV Partner by Sage from time to time.

3.4. **Partner Code of Conduct.** ISV Partner shall comply with Sage’s Partner Code of Conduct. Breach of this **clause 3.4** will be deemed a material breach of this Agreement by ISV Partner.

3.5. **Additional Certified Solutions.** During the Term, the parties may add additional Certified Solutions to the Listing from time to time by written agreement.

4. **Development of Certified Solution(s).**

4.1. **Developer Licence Agreement.** In connection with this Agreement, ISV Partner agrees that the Developer Licence Agreement forms part of the Agreement. During the term of this Agreement, ISV Partner shall comply with the terms and conditions of the Developer Licence Agreement.

4.2. **Development Requirements.** During the term of this Agreement, ISV Partner:

4.2.1. may be required to retain the services of (either as an employee or as a contractor) the required number of Sage certified development professionals who shall hold a current certification status through the applicable Sage certification program for the Sage Products/Services to which a Certified Solution integrates; and

4.2.2. shall be required to pay the applicable Membership Fee to maintain its Listing.

4.3. **Compliance.** ISV Partner shall develop and support the Certified Solution(s) in accordance with all applicable laws, industry regulations, standards and codes of practice, and agrees to operate, maintain and enforce a software

development lifecycle which is consistent with recognised industry best practice.

- 4.4. **Development.** ISV Partner shall develop and support the integration and customisation of any and all software and/or coding required to interface the Certified Solution(s) with the Sage Products/Services. The cost and expense of such development and related support shall be borne by ISV Partner. Sage will, upon such terms and conditions as Sage may reasonably require, provide technical specifications for the Sage Products/Services for ISV Partner's internal use only for this purpose.
- 4.5. **Updates and Upgrades to the Certified Solution.** ISV Partner shall develop the Certified Solution(s) to maintain its/their compatibility with each new release of the Sage Products/Services for which it was initially developed, in accordance with **clause 4.6** below and bear the associated costs and expenses. All such updates and upgrades in the Certified Solution(s) will be owned by ISV Partner pursuant to **clause 14.2**.
- 4.6. **Compatibility.** ISV Partner will actively develop the Certified Solution(s) to maintain compatibility with future releases of the Sage Products/Services and shall release new versions of the Certified Solution(s) compatible with new versions of the Sage Products/Services within at least sixty (60) days of Sage's release of such new versions. ISV Partner will ensure that the Certified Solution(s) will be generally compatible with the current release and the immediately previous major version of the Sage Products/Services to which such Certified Solution(s) integrate(s). To assist ISV Partner, the parties may meet periodically as agreed by the parties, either in person or virtually, to discuss customer feedback regarding the Certified Solution(s) and a roadmap for future releases of Sage Products/Services.
- 4.7. **Ongoing Certification Requirements.** Each new version, update and release of a Certified Solution developed by the ISV Partner must meet the certification requirements of Sage in order for such version, update or release to maintain Sage certification. Each Certified

Solution must be certified on an annual basis or in line with significant version releases or updates to the Sage Products/Services that result in changes to the ISV Partner's integration. Failure in attaining re-certification may result in the ISV Partner Listing being removed/suspended and all promotional activity and other Sage Marketplace Services suspended. Any such certification and re-certification requirements shall be subject to a separate set of terms and conditions as provided by Sage from time to time.

- 4.8. **Sage End User Satisfaction.** The parties have a mutual interest in ensuring a high level of customer satisfaction for End Users and shall use commercially reasonable efforts to that end. Sage will monitor customer feedback and product ratings for Certified Solution(s) to ensure End User satisfaction and may perform net promoter score surveys for the Certified Solution(s). Sage may report customer satisfaction scores for the Certified Solution(s) to ISV Partner. Sage at its sole discretion may terminate this Agreement if the Certified Solution(s) fail(s) to maintain acceptable customer feedback, product ratings, or net promoter scores. Sage reserves the right to terminate this Agreement for material breach if Sage determines in its sole discretion based on satisfactory evidence that ISV Partner has a pattern of unacceptable product quality, unacceptable customer support, or the Certified Solution(s) has/have an unacceptable overall level of customer satisfaction.
5. **Localisation add-ons.** Subject to agreement with ISV Partner, Sage may request for ISV Partner to be responsible for developing the translation and/or localisation application of the Sage Products/Services. Any such services or requirements shall be subject to a separate set of terms and conditions as provided by Sage from time to time.
6. **Support.**
- 6.1. **Technical Support and Defect Fixing.** ISV Partner shall, at its cost, provide technical support including any technical programming or technical research necessary to correct identified Defects in the Certified Solution, to End Users and

Sage Partners in accordance with the service level commitment described in **Schedule 1**.

- 6.2. End User Support.** ISV Partner shall be solely responsible, at its own cost, for and shall provide customer support and product maintenance directly to End Users for the Certified Solution(s). As a minimum, ISV Partner will provide technical support for the Certified Solution(s) that meets the requirements set out in **Schedule 1**. For the avoidance of doubt, Sage is not responsible for providing customer support to End Users for the Certified Solution(s). ISV partner shall certify in writing, at Sage's request, that it is compliant with the foregoing requirements and will provide any and all supporting evidence which Sage may reasonably request.
- 6.3. Availability.** ISV Partner shall use reasonable commercial efforts to ensure that availability of the Certified Solution equals or exceeds ninety nine point nine five per cent (**99.95%**) during each calendar month. In the event the ISV Partner Application becomes inoperative, the ISV Partner will exert reasonable commercial efforts to restore the Certified Solution as soon as is reasonably practicable.
- 6.4. Data Breach.** ISV Partner shall notify Sage soon as is reasonably practicable if it becomes aware of a breach of security relating to the Certified Solution which leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to End Users data. Sage reserves the right to remove and/or suspend the Certified Solution from the Sage Marketplace and suspend any promotional activity as a consequence of such data breach.
- 6.5. Security Standards.** ISV Partner will comply with the security requirements set out in **Schedule 2**.
- 7. Fulfilment.**
- 7.1. Orders.** Sage will not be responsible for ordering the Certified Solution. End Users and/or Sage Partners will purchase the Certified Solution directly from ISV Partner and ISV Partner is responsible for fulfilling and distributing

any such orders, as well as licensing or granting the use of the Certified Solution(s) to End Users and/or Sage Partners.

- 7.2. Subscription Agreement.** ISV Partner will enter into a written agreement with each End User which include terms that state the Certified Solutions are the property of ISV Partner.
- 7.3. Acknowledgements.** ISV Partner acknowledges and agrees that:
- 7.3.1.** ISV Partner is not an agent, partner or authorised representative of Sage and that no legal relationship, whether contractual or otherwise, exists between that End User and Sage in respect of the Certified Solution(s);
- 7.3.2.** Sage does not accept any responsibility for any defects in the Certified Solution(s) or documentation provided by ISV Partner; and
- 7.3.3.** Sage is not responsible for the support and/or maintenance of the Certified Solution(s).
- 7.4.** ISV Partner shall defend, indemnify and hold harmless Sage against any losses, liabilities, damages (including legal fees), claims and expenses incurred by, or awarded against, Sage and the Sage Affiliates resulting from any third-party claim or action against Sage in respect of the Certified Solution(s).
- 8. Promotion.**
- 8.1. Certified Solution.** ISV Partner hereby grants to Sage and Sage accepts the right to directly, (either via the Sage Marketplace and/or direct sales channels), and indirectly (through Sage Partners), market and promote the Certified Solution(s) (at its sole discretion) to Sage Customers, Prospective Sage Customers and Sage Partners.
- 8.2. Sales Training and Materials.** ISV Partner shall at no cost provide Sage with sales tools, sales training and marketing materials for the ISV Partner Application(s) and/or Certified

Solution(s) and electronic copies of the ISV Partner Application Collateral and Sage shall have the right to use such tools and materials when promoting the Certified Solution(s). ISV Partner shall at no cost provide demonstration accounts for the ISV Partner Application(s) to Sage's employees and Sage Partners.

8.3. Demonstration Instances. ISV Partner shall provide demonstration instances of the Certified Solution(s) to Sage and Sage is authorised to use such demonstration instances to demonstrate the utility of the Certified Solution(s) to Sage Customers, Prospective Sage Customers and Sage Partners.

8.4. Listing. ISV Partner hereby grants Sage the right to list, market and promote the Certified Solution on the Sage Marketplace.

8.5. Listing Contents.

8.5.1. ISV Partner shall at no cost provide Sage the necessary content required for the Listing. This may include:

- 8.5.1.1.** Certified Solution description;
- 8.5.1.2.** elevator pitch;
- 8.5.1.3.** promotional video;
- 8.5.1.4.** feature value messaging;
- 8.5.1.5.** target audience;
- 8.5.1.6.** customer case study;
- 8.5.1.7.** pricing;
- 8.5.1.8.** ISV Partner biography;
- 8.5.1.9.** link to trial version;
- 8.5.1.10.** instructions on how to setup and get started;
- 8.5.1.11.** link to recorded webinars; and

8.5.1.12. support options.

8.5.2. Third Party Names in Listings. ISV Partner will not include the names of third parties or third parties' applications or other third-party solutions in their own Listing without first attaining the necessary authorisation from the third party and Sage.

8.6. Membership Fees. Submission of ISV Partner's software, services or applications to the Sage Marketplace, may be subject to the payment of a Membership Fee. ISV Partner's continued listing on a Sage Marketplace and commercial rights set out in this Agreement are subject to ISV Partner's timely payment of any applicable Membership Fees.

8.7. Payment of Membership Fees. Unless otherwise agreed, Membership Fees are payable within thirty (30) days of the date of Sage's invoice and are due annually in respect of each Contract Year. Membership Fees are subject to change at Sage's discretion but will be communicated to ISV Partner in advance of each Contract Year. Payment obligations are non-cancellable and Membership Fees paid are non-refundable, unless provided otherwise in this Agreement.

8.8. Membership Fee Taxes. Membership 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**"). ISV Partner is responsible for paying all Taxes that may be associated with the Membership Fees payable under this Agreement.

9. Warranties.

9.1. ISV Partner Warranty. ISV Partner warrants and represents that:

9.1.1. it has the power and authority to enter into and perform under this Agreement;

- 9.1.2.** it has the right to grant all licenses granted herein in the Certified Solution(s);
- 9.1.3.** the Certified Solution(s) will operate substantially in conformance with their specifications and any other related documentation provided by ISV Partner throughout the duration of this Agreement;
- 9.1.4.** the Certified Solution(s) shall not contain any viruses detectable by virus scanners, nor any other elements that can disable the software except for the licensing key portion of the product; and
- 9.1.5.** the Certified Solution(s) does/do not and will not infringe any copyright, trademark, patent or other proprietary right of a third party.
- 9.2. Disclaimer of Warranty.** Sage makes no warranties, representations or conditions, express or implied, statutory or otherwise, with respect to the Sage API's and Sage Products/Services, including without limitation the implied warranties of satisfactory quality and fitness for any particular purpose.
- 10. Termination.**
- 10.1. Termination for Breach.** Without prejudice to any rights that have accrued under this Agreement or any of Sage's or ISV Partner's other rights or remedies, either party may terminate this Agreement immediately on written notice to the other party if:
- 10.1.1.** the other party commits a breach of this Agreement and (if such a breach is remediable) fail to remedy that breach within a period of fourteen (14) days after being notified by the other party to do so;
- 10.1.2.** the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that the other party's conduct is inconsistent with it having the intention or ability to give effect to this Agreement;
- 10.1.3.** the other party commits a material breach of this Agreement;
- 10.1.4.** the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 10.1.5.** the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 10.1.6.** a petition filed, or a notice is given, or a resolution is passed, or an order is made, for or in connection with the other party's winding up (being a company);
- 10.1.7.** an application made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or is an administrator is appointed over the other party (being a company);
- 10.1.8.** a floating charge holder over the other party's assets (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 10.1.9.** a person becomes entitled to appoint a receiver over the other party's assets or a receiver is appointed over its assets;
- 10.1.10.** the other party suspends or ceases, or threatens to suspend or cease, to trade; or

- 10.1.11. any event occurs, or proceeding is taken, with respect to you in any jurisdiction that has effect equivalent or similar to any of the events mentioned in **clauses 10.1.4 to 10.1.10.**
- 10.2. **Change in Control.** Sage may terminate this Agreement with immediate effect on written notice to ISV Partner if there is a change of Control of the ISV Partner.
- 10.3. **Sage's Right to Terminate.** Sage may terminate this Agreement with immediate effect on written notice if ISV Partner breaches **clauses 13 or 17.**
11. **Post Termination.**
- 11.1. **Effect of Termination.** In the event of termination or expiration of this Agreement however caused ISV Partner shall:
- 11.1.1. provide the technical support and maintenance for the Certified Solution set forth in **clause 6** and **Schedule 1** directly to each End User; and
- 11.1.2. maintain compatibility between the Certified Solution and Sage Products/Services in accordance with **clause 4.6,**
- for a period of one (1) year after such termination or expiration.
- 11.2. **Use of Marks.** If this Agreement expires or is terminated for any reason, ISV Partner shall immediately cease all use of any Sage Marks and any Sage Partner designation and logo and immediately discontinue holding out any ISV Partner Application as being a Certified Solution.
- 11.3. **No Prejudice.** Any termination of this Agreement shall not affect any rights or liabilities of either party accrued prior to such termination, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement, which is expressly or by implication intended to come into force or continue in force on or after termination.
- 11.4. **Survival.** The provisions of **clauses 1 (Definitions and Interpretations), 11 (Post Termination), 12 (Limitation of Liability), 13 (Data Protection), 14 (Ownership and Proprietary Rights), 15 (Confidentiality), 16 (ISV Partner Covenant), 17 (Anti-Bribery, Corruption and Sanctions) and 18 (General)** and any other clauses which by their express terms survive the expiration or termination of this Agreement shall survive termination of this Agreement however caused.
12. **Limitation of Liability.**
- 12.1. **Non-Exclusions.** Nothing in this Agreement will exclude or limit Sage's liability for:
- 12.1.1. fraud (including fraudulent misrepresentation);
- 12.1.2. death or personal injury arising from a party's negligence; or
- 12.1.3. any other matter which may not be excluded by law.
- 12.2. **Excluded Liability.** Subject to **clause 12.1,** Sage shall not be liable to ISV Partner for:
- 12.2.1. loss of profits, revenues, contracts or customers, lost savings, business interruption, lost funding, loss of goodwill or reputation, wasted expenditure, in each case whether arising directly or indirectly and whether it is known, foreseen or foreseeable; or
- 12.2.2. indirect, incidental, special, punitive or consequential loss or damage, whether it is known, foreseen or foreseeable.
- 12.3. **No Liability for Non-Subscription.** ISV Partner acknowledges that Sage will have no liability to ISV Partner in any circumstances where any Sage Customer, Prospective Customer or Sage Partner does not subscribe to the Certified Solution.
- 12.4. **Liability Cap.** Subject to **clauses 12.1, 12.2** and **12.3,** in any calendar year Sage's liability to ISV Partner under or in connection with this Agreement arising

from tortious act or omission including negligence, breach of contract or statutory duty, and any other liability, will not exceed the total amount of one thousand pounds (£1,000.00) in aggregate.

13. Data Protection.

13.1. Compliance with Laws. Both parties agree to comply with all applicable Data Protection Laws. Any material breach of the Data Protection Laws by one party shall, if not remedied within thirty (30) days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

13.2. Shared Personal Data. Each party acknowledges that there may be circumstances where one party (referred to in this clause as the “**data discloser**”) may disclose to the other party (referred to in this clause as the “**data recipient**”) Shared Personal Data collected by the data discloser. The parties consider this data sharing necessary for the purposes of each party performing its obligations under this Agreement, and each party agrees to only process Shared Personal Data for the purposes of performing its obligations under or in connection with this Agreement (“**Agreed Purpose**”).

13.3. Independent Controllers. The parties acknowledge that in respect of the Shared Personal Data that is processed pursuant to the terms of this Agreement, each party acts in the capacity of an independent controller and at no point does Sage or ISV Partner intend to act in the capacity of a data processor on behalf of the other or as joint data controllers.

13.4. Categories of Shared Personal Data. The Shared Personal Data may include, but is not limited to, the following categories of personal data:

- 13.4.1. name;
- 13.4.2. email address;
- 13.4.3. job title;
- 13.4.4. phone number; and
- 13.4.5. IP address.

13.5. Particular obligations relating to data sharing. Each party agrees to:

- 13.5.1. ensure that it has all necessary notices, consents and lawful bases to enable lawful transfer of the Shared Personal Data to the data recipient;
- 13.5.2. comply with the information requirements in Article 14 of the General Data Protection Regulation ((EU) 2016/679) insofar as they apply to the Shared Personal Data;
- 13.5.3. process the Shared Personal Data only for the Agreed Purpose;
- 13.5.4. be responsible for its own contracting relationships with third parties, other members of its group and its own data processors;
- 13.5.5. ensure that it processes any Shared Personal Data fairly and lawfully and ensure that it has legitimate grounds under Data Protection Laws for the processing of the Shared Personal Data;
- 13.5.6. be responsible for the compliance of its processing under this Agreement as data controller;
- 13.5.7. be responsible for the compliance of its intra-group transfers (if any) of the Shared Personal Data;
- 13.5.8. be responsible for the compliance of its transfers (if any) of the Shared Personal Data to its data processors and/or other suppliers;
- 13.5.9. be responsible for the compliance of its handling of, and response to, data subject requests under any applicable Data Protection Laws, regardless of any assistance the other party may provide;

- 13.5.10.** provide such assistance as is reasonably required to enable the other party to comply with requests from data subjects to exercise their rights under any Data Protection Laws;
- 13.5.11.** to only provide any Shared Personal Data to the other using secure methods as agreed between the parties (including the Sage Marketplace); and
- 13.5.12.** ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 13.6. Transfers of personal data to third countries.** Where personal data are transferred between the parties from a Member State of the European Economic Area (“**EEA**”) or Switzerland or the UK to a country or recipient that is: (a) not recognized as providing adequate levels of protection for personal data pursuant to the General Data Protection Regulation ((EU) 2016/679); and (b) not otherwise covered by a suitable framework recognized by relevant authorities as providing an adequate level of protection for personal data, the parties agree that such transfers will be governed by the Standard Contractual Clauses for transfers of personal data to controllers outside the EEA.
- 13.7. Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of this **clause 13** by the indemnifying party.
- 14. Ownership and Proprietary Rights.**
- 14.1. Sage Proprietary Rights.** Sage and/or its licensors retain all right, title and interest in the Sage Products/Services including any updates and upgrades to them, all derivative works of the Sage Products/Services and all proprietary rights in them, both during and after termination of this Agreement. ISV Partner agrees that Sage owns all right, title and interest in the Sage API's along with all copyright, trade secret, patent, trademark and other Intellectual Property Rights therein. Except for the limited rights granted expressly by Sage to ISV Partner under this Agreement, Sage reserves all rights, title and interests in and to the Sage Products/Services and Sage API's and no right, title, ownership, interest or licence in or to the Sage Products/Services or Sage API's whether by implication, estoppel or otherwise is granted, assigned or transferred to ISV Partner under or in connection with this Agreement.
- 14.2. ISV Partner Proprietary Rights.** Sage agrees that ISV Partner owns all right, title and interest in the ISV Partner Application(s) and the Certified Solution(s) along with all copyright, trade secret, patent, trademark and other Intellectual Property Rights therein, subject to Sage's ownership of any portion of the Sage API's and Sage Products/Services that ISV Partner may include in the Certified Solution(s) and/or ISV Partner Application(s). Except for the limited rights granted expressly by ISV Partner to Sage under this Agreement, ISV Partner reserves all rights, title and interests in and to the ISV Partner Application(s) and the Certified Solution(s) and no right, title, ownership, interest or licence in or to the ISV Partner Application(s) or Certified Solution(s) whether by implication, estoppel or otherwise is granted, assigned or transferred to Sage under or in connection with this Agreement.
- 14.3. Sage Marks.** Subject to its continued compliance with this Agreement, ISV Partner may use certain Sage Marks with its Certified Solution(s) as advised by Sage from time to time and in accordance with any guidelines issued by Sage. Sage and/or its licensors retain all right, title and interest in the Sage Marks, all derivative works of the Sage Marks and all proprietary rights in them, both during and after termination of this Agreement.

- 14.4. Non-Registration.** ISV Partner will not register or use any Sage Mark, or any words, logo, device or any other branding which is similar to or mimics any Sage Mark, including as a product name, for its Certified Solutions or as a domain name. Unless Sage has given ISV Partner prior written consent, ISV Partner may not use or register any Sage Mark:
- 14.4.1.** in connection with any web site owned, controlled or operated by ISV Partner, including as a meta-tag;
 - 14.4.2.** on any web site or similar service or technology (including electronic marketing campaigns and auction web sites) operated, owned or controlled by another person; or
 - 14.4.3.** in connection with promotional activities undertaken by another person (even if they are carried out on its behalf or under its control), including as a key word, or as an on-line identity.
- 14.5. ISV Partner Marks.** ISV Partner hereby grants to Sage a non-exclusive, non-transferable license to use the ISV Partner Marks for the purposes of promoting and marketing the Certified Solution(s) and in accordance with ISV Partner's trademark guidelines. ISV Partner and/or its licensors retain all right, title and interest in the ISV Partner Marks, all derivative works of the ISV Partner Marks and all proprietary rights in them, both during and after termination of this Agreement.
- 14.6. ISV Partner Indemnity.** ISV Partner shall defend, indemnify and hold Sage, Sage Partners, Sage Affiliates, and their officers, directors, agents and employees, harmless from any costs (including reasonable legal fees, costs and expenses), loss, damage or liability resulting from a claim that the Certified Solution and/or the ISV Partner Application Collateral infringes any trademark, copyright, licence, trade secret, or other Intellectual Property Right or proprietary right of a third party.
- 14.7. Sage Feedback.** ISV Partner grant Sage a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into Sage Products/Services, any suggestions, enhancement requests, recommendations or other feedback provided by ISV Partner relating to the operation of the Sage Products/Services.
- 14.8. ISV Feedback.** Sage grants ISV Partner a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the ISV Partner Application, any suggestions, enhancement requests, recommendations or other feedback provided by Sage relating to the operation of the ISV Partner Application.
- 15. Confidentiality.**
- 15.1. Disclosure.** The parties will treat and maintain as confidential all Confidential Information of the other party. A party (the "**disclosing party**") may need to disclose its Confidential Information to the other party (the "**receiving party**") and in instances where it is strictly necessary for the receiving party to disclose such Confidential Information to its employees, sub-contractors and advisors (and in the case of Sage to any company within the Sage Group plc group of companies) in order to fulfil its obligations under this Agreement, it may do so provided that:
- 15.1.1.** such employees, sub-contractors and advisors are made aware prior to disclosure of the proprietary and/or confidential nature of the Confidential Information disclosed to them and they agree in writing to comply with the provisions of confidentiality that are similar to those set out in this **clause 15**;
 - 15.1.2.** the receiving party establishes and maintains adequate security measures to safeguard the Confidential Information from unauthorised access or use; and
 - 15.1.3.** the receiving party remains liable to the disclosing party for any breach of this Agreement

by its employees, sub-contractors and advisors.

15.2. Exclusions. The restrictions referred to in **clause 15.1** shall not apply to any Confidential Information disclosed to a party to the extent that such Confidential Information:

- 15.2.1.** is already known to the receiving party (unless as a result of an act or omission of the receiving party); or
- 15.2.2.** is in or comes into the public domain otherwise than as a result of any breach of this Agreement; or
- 15.2.3.** is independently developed by the receiving party without use of or access to the Confidential Information;
- 15.2.4.** is divulged to the receiving party by a third party which is not under any obligation of confidentiality in respect of such Confidential Information; or
- 15.2.5.** is expressly stated by the disclosing party not to be subject to the obligation of confidentiality; or
- 15.2.6.** is required to be disclosed pursuant to a judicial or other lawful statutory or regulatory obligation.

16. ISV Partner Covenant

ISV Partner acknowledges that Sage's relationships with Sage Partners are critical to Sage's commercial success and ISV Partner agrees not to knowingly interfere with Sage's relationships with such Sage Partners or the business partner channel for the Sage Products/Services and/or the Certified Solution(s). ISV Partner will not knowingly encourage Sage Customers, Prospective Sage Customers or End Users to change Sage Partner or offer or provide a commercial benefit to a Sage Customer, Prospective Sage Customer or End User for selecting one Sage Partner over another. ISV Partner will

reasonably co-operate with Sage Partner's management personnel with respect to any Sage Partner issues relating to this Agreement.

17. Anti-bribery, Corruption and Sanctions.

17.1. Obligations. ISV Partner warrants that it will and will procure that persons associated with it including its affiliates will:

- 17.1.1.** comply with the Anti-Bribery Requirements;
- 17.1.2.** not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 17.1.3.** not do, or omit to do, any act that may lead Sage or any Sage Affiliate to be in breach of any of the Anti-Bribery Requirements;
- 17.1.4.** promptly report to Sage any request or demand for any undue financial or other advantage received by it in connection with this Agreement;
- 17.1.5.** have and maintain in place throughout this Agreement its own policies and procedures to ensure compliance with the Anti-Bribery Requirements and **clause 17.1.2**, and will enforce them where appropriate; and
- 17.1.6.** if requested, provide Sage with reasonable assistance to enable Sage to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Anti-Bribery Requirements.

17.2. Records. ISV Partner shall keep at its normal place of business detailed, accurate and up to date records, books or account and such other necessary

documentation to provide compliance with the Anti-Bribery Requirements and showing all payments made by ISV Partner in connection with this Agreement and the steps taken by ISV Partner to comply with the Anti-Bribery Requirements and **clause 17.1.2** from the date of this Agreement for a minimum period of six years. ISV Partner shall ensure that such records and books of accounts are sufficient to enable Sage to verify ISV Partner's compliance with its obligations under this **clause 17**.

17.3. Audit. ISV Partner shall permit Sage and its third-party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this **clause 17** to access and take copies of ISV Partner's records and any other information held at ISV Partner's premises and to meet with ISV Partner's personnel to audit ISV Partner's compliance with its obligations under this **clause 17**. Such audit rights shall continue for twelve (12) months after termination of this Agreement. ISV Partner shall give all necessary assistance to the conduct of such audits during the term of and for a period of twelve (12) months after termination of this Agreement.

17.4. ISV Partner Warranties. ISV Partner warrants and represents that:

17.4.1. neither ISV Partner nor any of ISV Partner's team, officers, employees or other persons associated with it:

17.4.1.1. has been convicted of any offence involving bribery or corruption fraud or dishonesty;

17.4.1.2. having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by

any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Requirements; or

17.4.1.3. has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other governments contracts;

17.4.2. none of the officers or employees of ISV Partner or any person associated with it or any other person who is performing services in connection with this Agreement is a foreign public official; and

17.4.3. no foreign public official owns a direct or indirect interest in ISV Partner or any person associated with it or any other person for whom ISV Partner is responsible under **clause 17.4.2** and no public official has any legal or beneficial interest in any payments made by Sage under this Agreement.

17.5. Sage Warranties. The warranties in **clause 17.4** will apply mutatis mutandis to Sage.

17.6. Sage Termination. If Sage terminates this Agreement for breach of this **clause 17**, ISV Partner shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

17.7. Sage Compliance. Regardless of any other provision in this Agreement, Sage

shall not be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of the Anti-Bribery Requirements.

- 17.8. Sanctions.** ISV Partner hereby confirms that: (i) it shall, at all times during the term of this Agreement, conduct its 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 UN, the UK and EU sanctions; (ii) neither it nor any of its Affiliates is named on any “denied persons list” (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor is it or any of its Affiliates owned or controlled by a politically exposed person; and (iii) it has and shall maintain throughout the Term appropriate procedures and controls in place to ensure and be able to demonstrate its compliance with this **clause 17.8.**
- 17.9. Indemnity.** ISV Partner will indemnify Sage and the Sage Affiliates against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Sage and the Sage Affiliates as a result of its breach of this **clause 17.**
- 17.10. Notification.** ISV Partner will promptly notify Sage if, at any time during the term of this Agreement its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in **clause 17.1** at the relevant time.
- 18. General.**
- 18.1. Notices.** Any notice required to be given by a party under this Agreement will be in writing and will be sent by pre-paid first class post to the party required to receive the notice at the address for that party as stated at the beginning of this Agreement (or any new details the parties may subsequently notify to each other). Any notice will be deemed to have been duly received if sent by pre-paid first class post or recorded delivery, seventy two (72) hours after posting.
- 18.2. Successors and Assigns.** Neither party shall assign or transfer (by operation of

law, change of control or otherwise) its rights or obligations under this Agreement to a third party, without the prior written consent of the other party. Notwithstanding the foregoing, Sage may assign or transfer this Agreement to any Sage Affiliate.

- 18.3. Entire Agreement.** This Agreement and all appendices and attachments constitutes the whole agreement between Sage and ISV Partner and supersedes all previous contemporaneous agreements, negotiations and discussions (whether written or oral) between them relating to its subject matter. Sage and ISV Partner each acknowledge that in entering into this Agreement, no reliance has been placed on and neither party will have any rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing in this **clause 18.3** shall limit or exclude the liability of either Sage or ISV Partner for fraudulent misrepresentation.
- 18.4. Severability.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this **clause 18.4** shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.5. Relationship of Parties.** Sage and ISV Partner are independent contractors and neither party will represent itself as agent, servant, franchisee, joint venture or partner of, or endorsed by, the other. Neither party has and will not hold itself out as having any authority to accept any order on the other party’s behalf. Each party agrees not to pledge the credit,

receive any money or give any receipt on behalf of the other party or compromise any debt due to the other party, or incur any other liability or obligation, or make any promise or representation on behalf of the other party or claim to do any such thing.

- 18.6. Force Majeure.** Neither party will be liable to the other for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond a party's reasonable control including: fire, war, civil commotion, any act of central or local government, any industrial disputes, any act of terrorism, act of God, lockouts and strikes of any third party.
- 18.7. Amendment.** From time to time, Sage may amend the terms of this Agreement in its sole discretion. Sage will use reasonable endeavours to notify the ISV Partner of any material changes by sending the ISV Partner an email or posting a notice in the Sage Marketplace, but it is up to the ISV Partner to ensure that they regularly check, read, understand and agree to the most recent version of this Agreement. By continuing to access or use or remain listed in the Sage Marketplace, the ISV Partner is indicating that they agree to be bound by the modified terms.
- 18.8. Waiver.** A waiver (whether express or implied) by either party of any of the provisions of this Agreement shall not constitute a continuing waiver and that waiver shall not prevent either party from enforcing any of the provisions of this Agreement.
- 18.9. Third Party Rights.** Except as expressly stated in this Agreement, nothing in this Agreement shall confer on any third party any right or benefit. The parties agree that this Agreement may be varied or rescinded without the consent of any third party.
- 18.10. Dispute Resolution.** Should a dispute or other disagreement arise between Sage and ISV Partner the parties agree to raise the matter internally to senior managers for resolution. If such senior managers are unable to resolve the matter within thirty (30) days of being

requested to do so, each party will then each escalate the matter to a director or equivalent with authority to resolve that dispute. The directors will attempt to resolve the matter within a further period of thirty (30) days. If such directors are unable to resolve the matter within the thirty (30) day period of being requested to do, each party will then escalate the matter to a Vice President or equivalent. If the Vice Presidents (or equivalents) are unable to resolve the dispute within a further fifteen (15) days, the parties reserve the right to resolve the dispute or disagreement in accordance with **clause 18.11.**

- 18.11. Commencement of Proceedings.** No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute in accordance with this **clause 18** and at all times Sage and ISV Partner will act reasonably and in good faith to settle the dispute or disagreement. Nothing in this **clause 18.11** shall operate so as to prevent a party from applying to any court of competent jurisdiction for injunctive relief at any time.
- 18.12. Governing Law.** This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual dispute or claims) shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

Schedule 1

Technical Support

Certain terms used which relate to ISV Partner's technical support for each Certified Solution are defined below:

Severity Level	Description
Severity 1 Error	A Severity 1 error consists of an error or group of errors that renders the Certified Solution or a significant portion of the Certified Solution unusable and no immediate means of circumvention is available, or an error in which the program is causing damage to data files or databases.
Severity 2 Error	A Severity 2 error consists of an error or group of errors that renders certain significant and fundamental features or portions of the Certified Solution unusable and no immediate means of circumvention is available, or an error in which the program is causing damage to data files or databases.
Severity 3 Error	A Severity 3 error consists of an error or group of errors that renders use of the Certified Solution or any portion of it difficult and for which inefficient and/or inconvenient means of circumvention are available to the End User.
Severity 4 Error	A Severity 4 error consists of an error or group of errors that can be easily circumvented or tolerated by the End User of the Certified Solution.

Support Services

ISV Partner represents and warrants that it has and will continue during the term of this Agreement and during any surviving support period to provide support services as follows:

- (a) Provide technical support. ISV Partner customer support services has a dedicated team of support technicians (Analysts) that are trained to support the solutions integrations
- (b) Provide Certified Solution training to End Users and Sage Partners. These classes are designed to help provide a "quick start" process and improve the overall customer experience.
- (c) Provide a Certified Solution knowledgebase, where End Users and Sage Partners can access answers to frequently asked questions.
- (d) Enable End Users and Sage Partners to contact the Partner's customer support in respect of the Certified Solution, Monday to Friday (from 0900 to 1700 GMT).
- (e) If Sage Partner or Sage End User calls into ISV Partner's customer support services, a customer support technician (Analyst), will answer their call within five (5) minutes or less at least 80% of the time and provide e-ticket responses within 4 hours 80% of the time. ISV Partner will provide Sage with reporting on this upon request.

Response and Resolution Times

ISV Partner's support services team is trained on the Certified Solution and ISV Partner will provide, based on the "severity" level of the issue, the following service levels:

Severity Level	Response/Resolution Time
Severity 1 Error	ISV Partner will respond with an update or resolution within 24 hours (1 Day).
Severity 2 Error	ISV Partner will respond with an update or resolution within 48 hours (2 Days).
Severity 3 Error	ISV Partner will respond with an update or resolution within 120 hours (5 Days).
Severity 4 Errors	ISV Partner will provide reasonable tracking and response.



The time in which ISV Partner shall provide a circumvention or resolution of an error will be measured from the later of the identification of the error through communication from a End User or Sage Partner or the delivery to ISV Partner of materials required by ISV Partner to replicate the error.

Furthermore, should the error be caused or directly related to an error or design flaw in any Sage Products/Services, the time in which ISV Partner will provide a circumvention or resolution of an error will be measured from the date the error or design flaw is corrected in the Sage Products/Services and such corrected application is provided to ISV Partner.

Schedule 2

Security Requirements

1. Definitions

The following definitions shall apply in this Schedule:

“Data” means any data or information relating to or connected with Sage (or, where applicable, its customers, suppliers or personnel) which is supplied, made available, obtained, created, generated, transmitted, stored or processed by the ISV Partner under or in connection with this Agreement.

“Security Incident” means an actual, potential or threatened incident or series of incidents that results or could result in the unauthorized access of data, information, applications, services, networks and/or devices that affects the Data. Examples of such incidents include, but are not limited to attacks by third parties, unauthorised access or attempted access by employees of ISV Partner, significant failures in security controls or discovery of significant technical vulnerabilities.

2. Security Program

ISV Partner agrees to operate, maintain and enforce an information security management programme (**“Security Program”**) which is consistent with recognised industry best practice, and shall provide evidence of the same upon Sage’s request. As a minimum, the Security Program must contain appropriate administrative, physical, technical and organisational safeguards, policies and controls in the following areas:

- (I) Information security policies
- (II) Organization of information security
- (III) Human resources security
- (IV) Asset management
- (V) Access control
- (VI) Cryptography
- (VII) Physical and environmental security
- (VIII) Operations security
- (IX) Communications security
- (X) System acquisition, development and maintenance
- (XI) Supplier relationships
- (XII) Information security incident management
- (XIII) Information security aspects of business continuity management
- (XIV) Legislative, regulatory and contractual compliance

3. Security Standards

ISV Partner warrants and undertakes that it holds and will, for the Term, continue to hold and maintain compliance with such certifications and/or accreditations as are notified to ISV Partner by Sage from time to time (**“Security Standards”**), including remaining aware at all times of changes to the Security Standards and promptly implementing all procedures and practices as may be necessary to remain in compliance with the Security Standards, in each case at Partner’s sole cost and expense. ISV Partner will, where requested by Sage, provide satisfactory evidence of compliance with the Security Standards. ISV Partner will promptly notify Sage in writing if it no longer holds or maintains the Security Standards. Sage reserves the right to suspend or terminate the Agreement if ISV Partner cannot or will not maintain the Security Standards.

4. Audit

- 4.1** ISV Partner shall execute audits of its Security Program at least annually. Such audits shall be performed by an independent third-party auditor qualified to conduct such audits, at ISV Partner's sole expense. ISV Partner shall provide Sage with a summary of the results of any such audits upon request.
- 4.2** Sage may request that ISV Partner complete a Sage information security questionnaire or answer any reasonable security audit question from time to time. ISV Partner shall promptly complete any such questionnaire and/or respond to such query and represents and warrants that all information provided to Sage shall be accurate and reliable.

5. Security Breach

- 5.1** ISV Partner shall:
- (i) provide Sage with the name and contact information for an information security representative who shall be available to assist Sage as a contact in resolving obligations associated with a Security Incident; and
 - (ii) notify Sage of a Security Incident without undue delay after ISV Partner becomes aware of it.
- 5.2** Following discovery or notice of any Security Incident, ISV Partner shall (where necessary):
- (i) promptly take corrective action to mitigate any risks or damages involved with such Security Incident and to protect the Data from any further compromise;
 - (ii) take steps to mitigate any such defect or vulnerability as quickly as reasonably possible, according to the level or risk arising from the defect or vulnerability; and
 - (iii) take any other actions that may be required by applicable laws, regulations and standards.
- 5.3** ISV Partner shall reimburse Sage for any costs incurred by Sage in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation.