

Sage People Terms of Service

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

1. Definitions

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

“Agreement” means these terms, your Order(s), any Statement(s) of Work between you and us, and any attachments, exhibits and annexes hereto or to an Order or a Statement of Work.

“Customer Data” means the data submitted by Users, or otherwise on your behalf, into the Services.

“Data Protection Laws” has the meaning set forth in the Data Protection Addendum found at <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/sage-people/>.

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

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

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

“Intellectual Property Rights” means rights recognised by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), mask work rights, trade secret rights, trademarks, service marks, know-how and domain name rights.

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

“Sage” means The Sage Group plc or an Affiliate thereof.

“Sage Data” means the information on the Order, data about the configuration and use of the Services, Usage Data, the Documentation, and other information provided to you via login in the Services or otherwise by Sage in the course of performance under this Agreement, other than Customer Data.

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

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

“Services” means the products and services ordered by you under an Order and made available online by Sage, including any associated offline or mobile components, but excluding Third-Party Services. The Services include any modifications, enhancements, updates, revisions and derivative works thereof.

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

“Third-Party Service” means (except for Salesforce and the Salesforce Technology) any product (e.g. software, cloud services, or forms), tool (e.g. integration or development tools) or service (e.g. implementation, configuration, development or accounting) provided by a party other than Sage (a **“Third-Party Provider”**).

“User” means a named individual authorised by you to use the Services, for whom you have purchased a subscription, and who has been supplied with user credentials for the Services by you or by us at your request.

“we”, “us” or “our” means Sage People Limited (registered company no. 06221457) of North Park, Newcastle Upon Tyne, United Kingdom, NE13 9AA.

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

Other capitalised terms have the respective meanings given to them elsewhere in this Agreement.

2. Usage Rights

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

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

2.3. **Your Responsibilities.** You are responsible for: (i) the confidentiality of User access credentials that are in your possession or control; (ii) setting up appropriate internal roles, permissions, policies and procedures for the safe and secure use of the Services, (iii) the activity of your Users in the Services; and (iv) your Users’ compliance with this Agreement and the Documentation. You must notify us promptly if you become aware, or reasonably suspect, that your account’s security has been compromised.

2.4. **Restrictions.** Except as expressly authorised by us prior to each instance, you shall not: (i) provide the Services to any third party other than your Users, use the Services as a service

bureau, or otherwise violate or circumvent any use limitations or restrictions set forth in an Order, the Service or the Documentation; (ii) derive the source code or use tools to observe the internal operation of, or scan, probe or penetrate, the Services; (iii) copy, modify or make derivative works of the Services; (iv) remove any proprietary markings or notices from any materials provided to you by us; (v) frame or mirror the Services or any part thereof; or (vi) use the Services: (a) to send spam, duplicative, or unsolicited messages in violation of applicable laws or regulations; (b) to store sensitive data such as bank account data, social security (or equivalent) numbers and credit card data outside of the designated fields thereof; (c) to send or store material that violates the rights of a third party; (d) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (e) for any other illegal or unlawful purpose. You may not knowingly facilitate or aid a third party in any of the foregoing activities.

3. Availability and Support

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

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

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

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

4. Fees and Payment

4.1. Fees. Fees are in the currency specified on the Order. From time to time, we may change our fees. You will be notified at least 30 days in advance before we apply any fee changes to your Services subscriptions. Unless otherwise set forth in an Order, such changes will not affect the prices for Services during the then-current subscription term and will become effective upon your next renewal term that commences at least 30 days after our notification of the fee change.

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

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

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

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

5. Proprietary Rights

5.1. Services. Subject to the limited rights expressly granted hereunder, as between the parties Sage shall own all rights, title and interest, including all Intellectual Property Rights, in and to the Services (including any configurations and customisations thereof), Sage Data and the results of consulting and other professional services performed by Sage or on its behalf. All rights not expressly granted in this Agreement are reserved by Sage.

5.2. Customer Data. Subject to the limited rights expressly granted hereunder, as between the parties you own all rights, title and interest, including all Intellectual Property Rights, in and to Customer Data. You grant Sage and its subcontractors a worldwide, royalty-free, non-exclusive licence to host, copy, transmit, display and use the Customer Data to provide, administer and ensure the proper operation of the Services and related systems and to perform our rights and obligations under this Agreement.

5.3. Feedback. You may, but are not required to, provide Sage or its VARs or subcontractors with ideas, suggestions, requests, recommendations or feedback about the Services (“**Feedback**”). If you do so, you grant Sage a non-exclusive, worldwide, perpetual, irrevocable licence to use, reproduce, incorporate, disclose, and sublicense the Feedback for any purpose.

5.4. Product Development. Sage may collect non-personally identifiable data resulting from Users’ use of the Services, such as metadata, performance metrics and usage trends or volume (“**Usage Data**”) for internal research and to make improvements to the Services. Use of Usage Data by Sage will be in an aggregated form that does not identify or otherwise permit the identification of named individual Users or other persons.

6. Confidentiality and Data Security

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

6.2. Exceptions. Confidential Information excludes: (i) information that was known to the Recipient without a

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

6.3. Confidentiality Obligations. The Recipient will use the same degree of care and resources as it uses for its own confidential information of like nature (but no less than reasonable care) to protect the Discloser's Confidential Information from any use or disclosure not permitted by this Agreement or authorised by the Discloser. The Recipient may disclose the Discloser's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information to effect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those herein. Recipient shall be responsible for any breach of this section by its employees, Affiliates and service providers.

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

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

6.6. Data Security. We will maintain and enforce an information security program for the protection of Customer Data, including commercially reasonable administrative, physical, and technical measures designed to (i) protect the confidentiality, availability and integrity of Customer Data, (ii) restore the availability of Customer Data in a timely manner in the event of a physical or technical incident, and (iii) ensure the proper disposal and destruction of Customer Data. We will notify you, as required by any applicable law, of any actual or reasonably suspected breach of security known to us that has resulted in, or creates a reasonable risk of, unauthorised access to Customer Data without undue delay, consistent with the legitimate needs of law enforcement and with any measures necessary to determine the scope of the breach and to restore the integrity of the Services.

6.7. Data Privacy. Each party will abide by the terms of the Data Protection Addendum found at <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/sage-people/>.

6.8. Non-Sage Equipment. The Services are provided over the internet via networks only part of which are within our control. Our obligations in section 6.6 apply only to networks and equipment within our control, and we are not responsible for any delay, loss, interception, or alteration of Customer Data on a network or infrastructure outside of our control.

7. Third-Party Services

7.1. No Endorsement or Warranty. We may present to you, including on our websites, Third-Party Services. We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any such Third-Party Services or a Third-Party Provider, regardless of whether it is described as "authorised," "certified," "recommended" or the like and regardless of whether the Third-Party Service is included in your Order. You should review

applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with a Third-Party Provider or obtaining any Third-Party Service. We have no obligation to provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Services with any Third-Party Services. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with any feature of the Services on reasonable terms, we may cease providing such feature without liability.

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

8. Term and Termination

8.1. Term. All Services subscriptions specified in your initial Order will run for the subscription period set forth therein. If you add subscriptions after the beginning of a subscription period, their initial term will be the remainder of the then-current subscription period, unless otherwise set forth in the Order. All subscriptions will automatically renew for additional subscription periods of one year (or for such different renewal term as set forth in the renewal Order), unless either party gives the other party notice of non-renewal at least 45 days prior to the end of the relevant subscription period. This Agreement will remain in effect until all User subscriptions have expired or the Agreement has been terminated as provided below.

8.2. Termination. Either party may terminate the Agreement (i) by sending a notice of non-renewal as provided above, (ii) if the other party has materially breached this Agreement, upon written notice to the breaching party of the breach and, if such breach is capable of remedy, an opportunity of at least 30 days to remedy the breach, or (iii) upon written notice to the other party if the other party becomes the subject of a winding up petition in bankruptcy or another proceeding relating to insolvency (within the meaning of Section 123 Insolvency Act 1986), receivership, liquidation or assignment for the benefit of creditors. If you materially breach this agreement, we may, without limitation of other rights and remedies, temporarily suspend or terminate your access to the Services or withhold further performance of our obligations under this Agreement.

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

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

8.5. Access to Customer Data. If requested by you within 30 days before the effective date of termination or expiration of this Agreement (“**Retention Period**”), we will make a file of Customer Data available to you for downloading in comma separate value (.csv) format along with attachments in their native format. After the Retention Period, we will have the right to delete all Customer Data and will have no further obligation to make it available to you. We recommend that you download a copy of this data before the Retention Period expires.

9. Warranties

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

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

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

9.4. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND IS ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENCORS, DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES AND LICENCORS DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY.

10. Indemnification

10.1. Our Indemnification. Subject to section 10.3, we will indemnify and hold you and your Affiliates, officers, directors, employees, and agents harmless from and against any and all costs, damages, losses, liabilities and expenses, including reasonable attorneys’ fees and costs (collectively, “**Damages**”) to the extent arising out of a third-party claim alleging that the Services infringe or misappropriate the Intellectual Property Rights of a third party, except to the extent that the alleged infringement is based on: (a) a customisation or modification of the Services at your direction or by anyone other than us; (b)

use of the Services in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; or (c) use of the Services in a manner contrary to our written instructions or the Documentation. If the Services infringe, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Services; (ii) modify such Services so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate the Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services.

10.2. Indemnification by You. Subject to section 10.3, you will indemnify and hold us and our Affiliates, officers, directors, employees, and agents harmless from and against any and all Damages to the extent arising out of a third-party claim alleging that your collection or use of Customer Data or your use of the Services in breach of this Agreement infringes the rights of, or has caused harm to, a third party, or violates applicable law.

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

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

11. Limitation of Liability

11.1. General Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 AND YOUR OBLIGATIONS TO PAY SUBSCRIPTION FEES UNDER THIS AGREEMENT, EACH PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE SUBSCRIPTION FEES ACTUALLY PAID OR PAYABLE BY YOU TO US IN THE 12-MONTH SUBSCRIPTION PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

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

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

12. General Provisions

12.1. Compliance with Laws. Each party shall comply with all applicable laws, statutes, codes and regulations in relation to the Services, including applicable anti-bribery and anti-corruption laws, Data Protection Laws and tax evasion laws. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied persons list and that it is not owned or controlled by a politically exposed person. You shall be obliged to notify us if, during the term, you become named on any U.S. government denied persons list or you become owned or controlled by a politically exposed person. In the event that these circumstances arise, we shall be entitled to terminate this Agreement immediately on written notice to you. You shall not permit Users to access or use the Services in violation of any U.S. export law or regulation or in any Restricted Territories. “**Restricted Territories**” means (i) Cuba, Iran, North Korea, Syria and the territory of Crimea / Sevastopol, (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the U.S. (iii) any other country or territory that becomes subject to sanctions by the United Kingdom, the European Union, or the U.S. after the Effective Date. You shall have and shall maintain throughout the term appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 12.1. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this section. In the event that this clause 12.1 is breached, we shall have a right to terminate the Agreement immediately on written notice to you.

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

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

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

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

12.6. No Third Party Beneficiaries. Certain of the Services may be provided by our Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this Agreement to the extent of such Services.

12.7. Third Party Rights. Except as set forth herein, this Agreement does not confer any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.

12.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering onto this Agreement they have not relied on and

will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement.

12.9. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the original provision, with all other provisions in this Agreement remaining in full force and effect.

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

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

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

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

12.14. Amendments. No modification of this Agreement or any Order will be effective unless contained in writing and signed by an authorised representative of each party.

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

12.16. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

12.17. Dispute Resolution. If a dispute or other disagreement arises between the parties, then: representative(s) (identified in the Order) for resolution and if the representative(s) are unable to rectify the matter within thirty (30) days of being requested to do so, the parties will each escalate the matter to senior managers for resolution who will attempt to resolve the dispute within a further period of thirty (30) days; if the senior managers are unable to resolve the matter within thirty (30) days of being requested to do so, the parties will each escalate the matter to a director or vice president. The director or vice president will then in good faith attempt to resolve the matter within a further period of thirty (30) days; where the matter has not been resolved following the procedure in this section 12.17, then either each party agrees to promptly raise the matter internally to their authorised party is free to pursue alternative remedies. Neither party can commence any litigation or court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute in accordance with this section 12.17 except where a party seeks interim injunctive relief or to issue a claim within an applicable limitation period.

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

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

13. Additional Terms

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

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

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

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

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

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

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

Any breach of this section is a material breach of the Agreement.

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

13.2. Purchase Through a VAR. The following supplemental terms apply if you purchase a subscription to the Services through an authorised reseller ("**VAR**"):

If you place an order for the Services with a VAR, (i) such document shall constitute an Order hereunder, (ii) your payment obligations under such Order shall be to the VAR, and (iii) your acceptance of such Order shall be an acceptance of the Agreement between you and us for the provision and use of the Services, provided that any transactions solely between you and the VAR (such as professional services provided by the VAR or other Third-Part Services sold by the VAR) shall not be a part of the Agreement. The VAR may administrate the renewal of your subscriptions to the Services. First-tier technical support for the Services will be provided by the VAR, unless otherwise set forth in the Order. Non-payment of fees owed to a VAR under an Order shall constitute a material breach of this Agreement. If you grant a VAR access to Customer Data or to your Services account, such access shall constitute consent to the disclosure of Customer Data to VAR pursuant to section 6 above, and you will be responsible for terminating such access.

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

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

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

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

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