

E-Learning Terms and Conditions

August 2019

Your Subscription to E-Learning is subject to these Terms and Conditions and the documents we refer to (as updated by us from time to time) which form a legally binding contract between you and us (the “**Agreement**”). You should read this Agreement carefully in full before accessing or using the E-Learning. You indicate that you agree to all the terms of this Agreement from the earliest date you tick a box or click on a button (or something similar) to signify your acceptance, or you access or use the E-Learning. If you don't accept this Agreement, you should contact us immediately and not access or use the E-Learning in any way. Please note, unless otherwise specified by us in writing, you cannot use the E-Learning for a trial period and no refund or cooling-off period applies. We may undertake credit checks when you apply for a Subscription to the E-Learning and any orders processed are subject to satisfactory credit status. By using the E-Learning you indicate acceptance of this Agreement together with any specific terms which may be mentioned in any electronic messages, on the Website, or communicated to you in any other way.

We may update this Agreement at any time. We will make reasonable efforts to communicate any changes to you by sending an email to your user address, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this Agreement as you will be deemed to accept all updates if you continue to access and use the E-Learning.

Unless the context otherwise requires, references to statutory provisions include those statutory provisions as amended or re-enacted. Words in the singular include the plural and words in the plural include the singular. Any reference to writing or written in this Agreement includes facsimile and email.

Definitions and Interpretation

In this Agreement, these words have the following meanings:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control of the subject entity, where “**control**” is the ownership or control (whether directly or indirectly) of at least 50% 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.

“**Customer Data**” means the data, information or material provided, inputted, processed or submitted by you (or by Users on your behalf) into the E-Learning.

“**Data Processing Addendum**” means our Data Processing Addendum set out at Annex 1.

“**Documentation**” means all documentation and information made available to you by us from time to time which describes the E-Learning, your Subscription, the Subscription Fees payable and applicable payment terms and all relevant user instructions.

“**Effective Date**” means either the date we accept your order, the date you do anything which indicates your acceptance of this Agreement or the date you access and use the E-Learning for the first time, whichever date is earlier.

“**E-Learning**” means any e-learning information and other learning materials displayed on our Website which you have a right to access and use as part of your Subscription, as specified in the Documentation.

“**Force Majeure Event**” means an act of God (e.g. a natural disaster, accident or epidemic) or another event outside of a party's reasonable control (e.g. acts of war, terrorism, government or regulatory authority or by another third party outside the party's control).

“**Initial Subscription Term**” means a period of twelve (12) months.

“**Intellectual Property Rights**” means rights recognised by any jurisdiction with respect to intellectual work product including, without limitation, 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.

“**Privacy Notice**” means our Privacy Notice posted on www.sage.com (or such other URL as notified to you) as amended from time to time.

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“Restricted Territories” means (i) Cuba, Sudan, Iran, North Korea, Syria and the territory of Crimea / Sevastopol, and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, the U.S, United Nations or elsewhere.

“Subscription” means your subscription to the E-Learning.

“Subscription Fees” means the subscription fees payable by you to us, for access to and use of the E-Learning, payable in accordance with clause 3.

“Subscription Term” means the term of this Agreement, being the Initial Subscription Term together with any Renewal Terms.

“Users” means those individuals who are authorised by you to access and use the E-Learning. Users may include your employees, consultants, contractors or agents

“us” “we” “our” “Sage” Sage (UK) Limited (company registration number 1045967), registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom.

“Website” means the website through which the E-Learning is accessed, being the website <http://www.sageu.com/uki/>.

“you” and “your” the customer who subscribes to the E-Learning.

1. This Agreement

This Agreement describes how you are allowed to access and use the E-Learning.

2. Who this Agreement is between

This Agreement is between:

- us, Sage (UK) Limited (company registration number 1045967, registered office: North Park, Newcastle upon Tyne, NE13 9AA); and
- you, the person or organisation authorised to access and use the E-Learning.

collectively referred to herein as the **“Parties”**.

3. Fees and Expenses

- 3.1. We will invoice you for the Subscription Fees as specified in the Documentation and you will pay the Subscription Fees as specified in the Documentation.
- 3.2. You shall provide us with valid, up-to-date, and complete billing details and you shall complete a continuous direct debit mandate authority. We will invoice you at the agreed intervals for the Subscription Fees and take this amount from your nominated bank account via direct debit on the dates specified in the Documentation.
- 3.3. If we have not received payment of the applicable Subscription Fees by the due date for payment, then without prejudice to our other rights of remedies:
 - 3.3.1. we may, without liability to you, disable your password, account and access to all or part of the E-Learning or disable certain functionality and we will be under no obligation to provide you with access to any or all of the E-Learning whilst the invoice(s) concerned remain unpaid; and
 - 3.3.2. interest will accrue on such overdue amounts at an annual rate equal to four percent (4%) over the then current base lending rate of The Bank of England if you subscribe to E-Learning in the UK, or The Bank of Ireland if you subscribe to E-Learning in the Republic of Ireland, at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 3.4. All amounts and fees stated or referred to in this Agreement are:
 - 3.4.1. payable in Pounds Sterling if you subscribe to E-Learning in the UK or Euros if you subscribe to E-Learning in the Republic of Ireland;
 - 3.4.2. subject to clause 4.6, non-cancellable and non-refundable; and
 - 3.4.3. exclusive of value added tax or any other applicable sales tax which will be added to our invoices at the appropriate rate.

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- 3.5. We reserve the right to review the level of Subscription Fees from time to time. If there is a change to any Subscription Fees payable we will communicate this change to you.
- 3.6. We may from time to time at our discretion offer special price deals, discounts, free periods or other incentives. We can remove these offers at any time without notice and you may need to meet certain conditions in order to take advantage of these offers.
- 3.7. For the purposes of clause 13.1.1, failure to pay the Subscription Fees when due constitutes a material breach of this Agreement.

4. Warranties and Limitation of Liability

- 4.1. We warrant that your use of the E-Learning will not infringe the rights of any third party. In the unlikely event of any breach of this clause 4.1 by us, then we will either provide replacement E-Learning to correct the problem or refund you a pro-rata refund of any prepaid Subscription Fees covering the remainder of your current Subscription Term. If we give you a refund, your Subscription will immediately end.
- 4.2. You agree that the E-Learning is informative in nature based on our understanding of the subject matter at the time and is not advisory or intended to be relied upon by you. You should independently verify any information provided in the E-Learning before relying on it.
- 4.3. We do not guarantee (or give any other assurances whatsoever) that:
 - 4.3.1. the E-Learning will meet your individual needs;
 - 4.3.2. there will be no interruptions in your use of the E-Learning;
 - 4.3.3. you will get particular results from the E-Learning; and
 - 4.3.4. the standard of the results you will get from using the E-Learning.
- 4.4. Except where clause 4.3 applies, this clause 4 describes all of our commitments relating to the E-Learning. Unless this Agreement states otherwise, we are not bound by any other contract terms, warranties or any other type of promise relating to the E-Learning. If, by law, a particular term, warranty or other promise relating to the E-Learning would automatically be included in this Agreement, we will only be bound by that term, warranty or promise to the extent set by law.
- 4.5. Subject to clause 4.6 below:
 - 4.5.1. we will have no liability for any losses or damages which may be suffered by you (or any person claiming under or through you), whether the same are suffered directly or indirectly or are immediate or consequential, which fall within the following categories:
 - 4.5.1.1. special damage even though we were aware of the circumstances in which special damage could arise;
 - 4.5.1.2. loss of profit and/or anticipated profit;
 - 4.5.1.3. loss of revenue, contract and/or business;
 - 4.5.1.4. loss of savings and/or anticipated savings;
 - 4.5.1.5. business interruption;
 - 4.5.1.6. depletion of goodwill and/or similar losses;
 - 4.5.1.7. loss or corruption of data; or
 - 4.5.1.8. pure economic loss, costs, damages, charges or expenses.
- 4.6. Our total liability, whether in contract, tort (including negligence) or otherwise in connection with this Agreement, shall in no circumstances exceed the value of the Subscription Fees actually paid by you to us in the previous 12 months.
- 4.7. The exclusions in clause 4.5.1 shall apply to the fullest extent permissible at law, but we do not exclude liability for death or personal injury caused by our negligence or our officers, employees, contractors or agents fraudulent misrepresentation or any other liability which may not be excluded at law. We recommend that you consider obtaining insurance cover if you believe that you could experience anything that we have told you that we will not be responsible for.

5. Your obligations

- 5.1. You shall:
 - 5.1.1. provide us with all necessary co-operation in relation to this Agreement;
 - 5.1.2. carry out all of your obligations under this Agreement in a timely and efficient manner;
 - 5.1.3. ensure that the Users use the E-Learning only in accordance with the Documentation and the terms of this Agreement, and be responsible for any User's breach of this Agreement;
 - 5.1.4. obtain and maintain all necessary licenses, consents and permissions necessary to allow us (or our employees, consultants, subcontractors or agents) to perform our respective obligations under this Agreement;
 - 5.1.5. ensure that your network and systems comply with any requirements as notified to you from time to time;
 - 5.1.6. comply with all notices, policies and instructions relating to the E-Learning which we provide to you, from time to time; and

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- 5.1.7. be solely responsible for the accuracy, quality, reliability, integrity and legality of the Customer Data and for obtaining the necessary consents and permissions to allow you to input the Customer Data into the E-Learning.

6. Intellectual Property Rights and Ownership

- 6.1. All Intellectual Property Rights in the E-Learning shall belong to us or our licensors absolutely. We hereby grant you a non-exclusive, non-transferable, limited licence to use the E-Learning as set out in clause 7. Such licence shall be for your Subscription Term only.

7. Your rights to use the E-Learning

- 7.1. By accepting this Agreement, we give you the right to use the E-Learning in the way described in this Agreement.
- 7.2. Your right to use the E-Learning is not exclusive, which means that we may grant the same and similar rights to others. The E-Learning may only be used by the person or organisation who has purchased the Subscription.
- 7.3. You can only access the E-Learning during your Subscription Term. After this time, you will not be able to use the E-Learning or access the E-Learning without buying another Subscription from us.
- 7.4. You are solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems to the E-Learning, and for all problems, conditions, delays, delivery failures, costs and all other loss or damage arising from or relating to your network connections, telecommunications links or caused by the internet.
- 7.5. You shall indemnify us, and hold us and our officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that your use of the E-Learning in breach of this Agreement infringes the rights of, or has caused harm to, a third party.

8. Restrictions on using the E-Learning

- 8.1. The E-Learning may be accompanied or include other material which we do not own ("**Third-Party Material**"). You cannot use the Third-Party Material by itself; you can only use it as part of your Subscription and you agree to comply with any licence agreement provided with that Third-Party Material. If there is no licence agreement with that Third-Party Material, this Agreement will apply to how you use that Third-Party Material. Sage does not endorse, and does not make any representation, warranty or promise regarding such Third-Party Material and shall have no liability whatsoever for any damage, liabilities or losses caused by any Third-Party Material.
- 8.2. You shall not:
 - 8.2.1. use the E-Learning in any way other than as set out in this Agreement;
 - 8.2.2. allow anyone else to access or use the E-Learning in any way or give anyone else any right (of any kind) to access, distribute, alter, copy, use or benefit from any part of the E-Learning in any way;
 - 8.2.3. use the E-Learning to help you develop your own training course or learning materials;
 - 8.2.4. transfer any part of the E-Learning to any other person or organisation. For example, you cannot sell the E-Learning. If you become insolvent, an insolvency practitioner may not pass on the E-Learning or your Subscription as part of your assets;
 - 8.2.5. attempt to de-compile, reverse compile, disassemble, reverse engineer, copy, modify or make derivative works based upon the E-Learning;
 - 8.2.6. remove any proprietary notices or labels from the Documentation or the E-Learning;
 - 8.2.7. use the E-Learning for any purpose other than those for which it was designed and specifically not use it:
 - 8.2.7.1. to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or regulations;
 - 8.2.7.2. to provide us with fraudulent information;
 - 8.2.7.3. to send or store material which violates the rights of a third party;
 - 8.2.7.4. to send or store material containing viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
 - 8.2.7.5. to interfere with or disrupt the integrity or performance of the E-Learning or other data contained therein or threaten to do the same;
 - 8.2.7.6. to make or attempt to make a local non-cache copy or any part of the E-Learning; or
 - 8.2.7.7. for any other illegal or unlawful purposes.
- 8.3. If we believe that the way you use the E-Learning may breach any part of this Agreement, we reserve the right to terminate your Subscription in accordance with clause 13.

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9. Right of Audit

- 9.1. Without prejudice to any other rights or remedies which we may have, if we reasonably suspect that you have breached clauses 7 or 8 of this Agreement, then we (or our third party representatives) shall have the right to audit your Subscription activity. You will allow us (or our third-party representatives) to access your premises, personnel, systems and relevant records for the purposes of conducting such an audit, which may take place during your Subscription and for a period of one (1) month thereafter. If, after the completion of such an audit, we determine that you have breached clauses 7 or 8 of this Agreement then this will be deemed as a material breach of this Agreement and we may immediately terminate your Subscription in accordance with clause 13.1.2. Any outstanding Subscription Fees in relation to your Subscription will immediately become due.

10. E-Learning Material and our Website

- 10.1. From time to time we may change or add to the E-Learning.
- 10.2. We will try to make sure that our Website or the E-Learning are free from viruses, however, we cannot guarantee this. We recommend that you use your own virus-protection software.
- 10.3. From time to time we may temporarily stop providing access to our Website, for maintenance, repairs or other reasons. If possible, we will try to make sure this happens outside normal business hours.

11. Data Privacy

- 11.1. To the extent that we process any Customer Data, including your personal data (as defined in the Data Processing Addendum), we will do so pursuant to the Data Processing Addendum.

12. Commencement and Term

- 12.1. Your Subscription shall commence on the Effective Date and shall continue for the Initial Subscription Term and thereafter, your Subscription shall be automatically renewed for successive periods of one (1) month (each a “**Renewal Term**”), unless and until:
- 12.1.1. we notify you of termination, in writing, at any time in which case your Subscription shall terminate at the end of the calendar month following the month in which we notify you;
- 12.1.2. you call us on 0191 479 5955 or 0191 579 5999 if you subscribe in the UK, or 01 447 0800 or 01 447 0808 if you subscribe in the Republic of Ireland and instruct us that you wish to terminate your Subscription, after which your Subscription will terminate at the end of the calendar month following the month in which you called us; or
- 12.1.3. your Subscription is otherwise terminated in accordance with the terms of this Agreement.
- 12.2. In the event that you fail to give us notice of non-renewal pursuant to clause 12.1.2 then you shall remain liable for the Subscription Fees for the remainder of the following Renewal Term.

13. Termination

- 13.1. We may terminate your Subscription and this Agreement in writing with immediate effect if you:
- 13.1.1. fail to pay any Subscription Fees by the due date;
- 13.1.2. are in material breach of any terms of this Agreement;
- 13.1.3. violate any part of clause 8. Any outstanding Subscription Fees in relation to your Subscription will become immediately due and payable by you;
- 13.1.4. are unable to pay your debts, or become insolvent, bankrupt, stop trading, are subject to an order or a resolution for your liquidation, administration, winding-up, dissolution, have an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of your assets, or enter into or proposes any composition or arrangement with your creditors generally, or are subject to any analogous event or proceeding in any applicable jurisdiction; or
- 13.1.5. sell all of your assets or are merged or re-organised in circumstances where you are not the surviving entity.
- 13.2. Termination by us in accordance with our rights under clause 13.1 is without prejudice to any other of our rights or remedies accrued prior to termination.
- 13.3. On termination pursuant to clause 13.1 all rights granted to you under this Agreement and the licence granted pursuant to clause 5 shall immediately cease.
- 13.4. Ending your Subscription will not prejudice any clause which is expressed or by its nature implied to remain in effect after your Subscription has ended and will not prejudice any right of either party which has accrued on or before your Subscription has ended.

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- 13.5. On termination of this Agreement for any reason:
- 13.5.1 you will cease using the E-Learning; and
 - 13.5.2 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, will not be affected or prejudiced.
- 13.6. No matter how this Agreement ends, your Customer Data remains your data and you are entitled to extract it from the E-Learning before the end of your Subscription. However, your failure to extract your Customer Data will not prevent this Agreement ending. Throughout your Subscription you should take back-up copies of your Customer Data.

14. Confidentiality

- 14.1. Subject to clause 14.2 **Error! Reference source not found., "Confidential Information"** means all information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms of this Agreement, business and marketing plans, pricing and payment information, technology and technical information, product designs, and business processes.
- 14.2. Confidential Information excludes: (i) information that was known to the Receiving Party without a confidentiality restriction prior to its disclosure by the Disclosing Party; (ii) information that was or becomes publicly known through no wrongful act of the Receiving Party; (iii) information that was rightfully received from a third party authorised to make such disclosure without restriction; (iv) information that has been independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information; and (v) information that was authorised for release (in writing) by the Disclosing Party.
- 14.3. The Receiving Party will use the same degree of care as it uses for its own confidential information of like nature, but no less than commercially reasonable care, to protect the Disclosing Party's Confidential Information from any use or disclosure not permitted by this Agreement or authorised by the Disclosing Party. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information in order to affect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those in the Agreement
- 14.4. The Receiving Party may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Receiving Party provides advance notice thereof (to the extent practicable) and reasonable assistance, at the Disclosing Party's cost, to enable the Disclosing Party to seek a protective order or otherwise prevent or limit such disclosure.

15. Sanctions

- 15.1. You hereby confirm that: (i) you shall, at all times during the Subscription Term, conduct your business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU; (ii) neither you nor any of your 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 are you or any of your Affiliates owned or controlled by a politically exposed person; and (iii) you have and shall maintain throughout the Subscription Term appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 15.1. You shall not permit Users to access and/or use the E-Learning in violation of any export restrictions in any jurisdiction or any sanctions law or regulation or in any Restricted Territories. Such access and/or use is not permitted by us and shall constitute a material breach of this Agreement, and where we are aware of or suspect you (or any of your Users) to be accessing, using, permitting or otherwise facilitating such access and/or use in any Restricted Territory in breach of such laws or regulations, we may immediately suspend your use of the E-Learning to the extent that we consider necessary without prior notice, and we shall promptly notify you of such suspension and investigate any potential breach. You will promptly notify us if either you or any of your Affiliates has violated, or if a third party has a reasonable basis for alleging that you or any of your Affiliates has violated, this clause 15.1. In the event that we have grounds to suspect that you are accessing and/or using the E-Learning in violation of this clause 15.1, you shall provide us with your full cooperation and assistance in respect of your access and/or use of the E-Learning and in respect of your compliance with this clause 15.1. You shall indemnify (and keep indemnified) us and our officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorneys fees and costs) arising out of or in connection with your (or your Users) breach of this clause 15.1.

16. General terms

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- 16.1. If we quote you a price, on our website or by phone, for access to and use of the E-Learning, that price will be confirmed in the Documentation.
- 16.2. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent fulfilment or performance of any terms or provisions of the Agreement are delayed or prevented by a Force Majeure Event.
- 16.3. If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both of us. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 16.4. This Agreement is the entire agreement between you and us relating to the E-Learning and replace all documents, information and other communications (whether spoken or written) between us for such use and you agree that you have not relied upon any such documents, information and other communications in entering into this Agreement.
- 16.5. You must not assign or transfer this Agreement to anyone else. We may assign or transfer this Agreement to another organisation which is part of our group of companies at any time.
- 16.6. If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this Agreement for as long as those circumstances continue.
- 16.7. Nothing in this agreement gives anyone any right or benefit under the Contracts (Rights of Third Parties) Act 1999.
- 16.8. This Agreement is governed by English law and you and we both agree that the English courts will be the only courts that can decide on legal disputes or claims about this Agreement.

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Annex 1

Data Protection Addendum

1. DEFINITIONS & INTERPRETATION

1.1. In this Addendum, unless the context otherwise requires:

“Data Protection Laws” means all applicable European Union and UK laws and regulations governing the use or processing of personal data, including the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and any national laws implementing or supplementing or superseding the foregoing; **“binding corporate rules”**, **“controller”**, **“data subject”**, **“personal data”**, **“personal data breach”**, **“processing”**, **“processor”**, **“pseudonymisation”** and **“supervisory authority”** have the meanings given to them in Data Protection Laws and the term **“supervisory authority”** shall be deemed to include the UK Information Commissioner;

“European Law” means European Union law, member state law and/or the law in any part of the UK;

“International Transfer” means a transfer of Relevant Data from the European Union or the UK to a third country or international organisation;

“Relevant Data” means all Customer Data: (i) which relate to a data subject; and (ii) in respect of which you (the Customer) are the controller; and (iii) which will be processed by us on your behalf in connection with the Agreement, as more particularly described in Schedule 1 (Specification of processing);

“Security Incident” means a personal data breach in respect of the Relevant Data;

“Sub-processor” means another processor engaged by us; and

“Your Data Responsibilities” means your protection responsibilities under or in connection with the Agreement, including:

- your contractual relationships with third parties, other members of your group and your other processors;
- the compliance of your processing (and of other members of your group, if any) under this Addendum and the Agreement as controller;
- the compliance of your business with applicable Data Protection Laws;
- the compliance of your intra-group transfers (if any) of personal data;
- the compliance of your transfers (if any) of personal data to processors and/or other suppliers;
- the compliance of your processing of Relevant Data as controller;
- the compliance of your handling of and response to data subjects’ requests under applicable Data Protection Laws, regardless of any assistance we may provide; and
- the compliance of your remote use of our systems from a third country or international organisation (if any)

and otherwise complying with your controller obligations under applicable Data Protection Laws.

1.2. In this Addendum, references to “Services” include as applicable any “Apps”, “Cloud Solution Services”, “Module”, “Product”, “Program”, “Service”, “E-Learning”, “Software”, “Solution” or “Support” as defined in the Agreement and references to our “website” include as applicable any “Website” defined in the Agreement.

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- 1.3. Where there is any inconsistency between the terms of this Addendum and any other term of the Agreement, the terms of this Addendum shall take precedence.

2. PROCESSING RELEVANT DATA

- 2.1. The parties acknowledge that, for the purposes of the Agreement, you are the controller and we are the processor of the Relevant Data. Details of the processing of Relevant Data we shall carry out for you are set out in Schedule 1 (Specification of processing), which you agree that you have checked and confirmed as correct or have changed as necessary to reflect the processing of Relevant Data under the Agreement. If you have changed Schedule 1 (Specification of processing), it is your responsibility to provide it to us and to agree the changes with us before you enter into the Agreement. The parties may update Schedule 1 (Specification of processing) during the term of the Agreement, in accordance with the Agreement or by mutual written agreement, to reflect changes in processing or for other reasons. Each updated version shall form part of the Addendum.

- 2.2. You warrant and represent that:

2.2.1. you will comply, and will ensure that your instructions for the processing of Relevant Data will comply, with Data Protection Laws;

2.2.2. you are authorised by the relevant data subjects, or are otherwise permitted pursuant to Data Protection Laws, to disclose the Relevant Data to us;

2.2.3. you will, where necessary, and in accordance with Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to data subjects in order for:
 (i) you to disclose the Relevant Data to us; and
 (ii) us to process the Relevant Data for the purposes set out in the Agreement and this Addendum and in accordance with Data Protection Laws; and

2.2.4. your instructions to us and/or to any Sub-processor(s) relating to processing of Relevant Data will not put us or any Sub-processor(s) in breach of Data Protection Laws.

- 2.3. You acknowledge and agree that we may be required or permitted by European Law to disclose certain personal data or other information relating to you, the Services and/or the Agreement to third parties. We may also be required by European Law to process the Relevant Data other than on your documented instructions under paragraph 3.1.1. If that happens, we will inform you of that legal requirement before the processing, unless that legal requirement or law prohibits us from doing so on important grounds of public interest. Where we are prohibited from informing you of the legal requirement, and/or where we are subject to an ongoing legal requirement to process, you give us general authorisation and consent to carry out that processing without your specific authorisation or consent. Just to be clear, that authorisation/consent is from you as a business Customer: it is not consent from you as an individual under the GDPR.

- 2.4. Where we assist you with your compliance with data protection requirements or where we otherwise assist you under or pursuant to this Addendum, we reserve the right to charge you on the basis of our standard applicable pricing. In addition you will be responsible for the cost of engaging any third-party auditor you wish to commission to conduct an audit. You will reimburse us for all additional costs and liabilities incurred by us resulting from any failure or delay(s) by you to comply with your obligations under this Addendum. Nothing in this paragraph 2.4 shall affect our rights to charge you under the Agreement.

3. OUR OBLIGATIONS

- 3.1. We shall:

3.1.1. **Lawful Instructions:** except as indicated in paragraph 2.3 and paragraph 5.1.5, only process the Relevant Data in accordance with your documented instructions including with regard to International Transfers; you hereby instruct us to process the Relevant Data in order to provide the Services and in accordance with any other instructions set out in the Agreement; nothing in this paragraph 3.1.1 will permit you to vary our obligations and/or any instructions under the Agreement other than with our prior written agreement; if we reasonably consider that any of your instructions may put us and/or any Sub-processor(s) in breach of Data Protection Laws and/or any provision of the Agreement, we shall be

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entitled not to carry out that processing and will not be in breach of the Agreement or otherwise liable to you as a result of our failure to carry out or delays in carrying out that processing;

- 3.1.2. **Security of Processing:** implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by processing (in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Relevant Data), taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Relevant Data, as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects, and including, as and where appropriate, measures to ensure:
- (a) the pseudonymisation and/or encryption of the Relevant Data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability of and access to the Relevant Data in a timely manner in the event of physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- 3.1.3. take steps to ensure that any natural person acting under our authority who has access to Relevant Data does not process them except on your instructions, unless he or she is required to do so by European Law; and
- 3.1.4. operate, maintain and enforce an information security management programme (“Security Programme”) which is consistent with recognised industry practice; the Security Programme contains appropriate administrative, physical, technical and organisational safeguards, policies and controls in the following areas:
- Information security policies
 - Organisation of information security
 - Human resources security
 - Asset management
 - Access control
 - Cryptography
 - Physical and environmental security
 - Operations security
 - Communications security
 - System acquisition, development and maintenance
 - Supplier relationships
 - Information security incident management
 - Information security aspects of business continuity management
 - Legislative, regulatory and contractual compliance;
- 3.1.5. **Assistance in Compliance:** taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests by data subjects exercising their rights under Data Protection Laws; **please note** that if we assist you in responding to requests, including the provision of tools or reports within the Services to support your searches, we give no warranty and make no representation as to the compliance of the nature and scope of the search with applicable Data Protection Laws, nor do we warrant or represent the accuracy or completeness of the output of our assistance: it is your responsibility, and not our responsibility, to determine the nature and scope of the search, validate the output and ensure that your response to the data subject is compliant in all respects with applicable Data Protection Laws, as further referred to in paragraph 7;
- 3.1.6. assist you in ensuring compliance with the obligations in Data Protection Laws in respect of security of processing, notification of a Security Incident to a supervisory authority, communication of a Security Incident to the data subject, data protection impact assessments and prior consultation, taking into account the nature of processing and the information available to us;

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- 3.1.7. notify you without undue delay after we become aware of a Security Incident;
- 3.1.8. **Staff Confidentiality Obligations:** ensure that our staff who are authorised to process the Relevant Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; and
- 3.1.9. **Return or Deletion of Relevant Data:** at your option (to be exercised by written notice from you) delete or return to you, all the Relevant Data after the end of the provision of the Services relating to the processing, and (in the case of return), delete existing copies of the Relevant Data unless any European Law requires us to store the Relevant Data; however we will be entitled to retain any Relevant Data which: (a) we have to keep to comply with any applicable laws; (b) we are required to keep for insurance, accounting, taxation, legal, regulatory or record keeping purposes; or (c) is necessary to investigate and resolve performance or security issues, and this Addendum will continue to apply to retained Relevant Data; notwithstanding any provision to the contrary in the Agreement, we shall be entitled to delete the Relevant Data in accordance with our normal data cleansing policies; in respect of Relevant Data which are archived/backed up, you instruct us to retain those archived/backed up Relevant Data in accordance with the typical period for which those Relevant Data are archived/backed up by us for the Services in question.

4. USE OF SUB-PROCESSORS

- 4.1. Without prejudice to any provisions in the Agreement relating to sub-contracting, you hereby give your general written authorisation to us engaging Sub-processors to process the Relevant Data. Where the Sub-processor is in a third country, you hereby instruct us to make an International Transfer under paragraph 5.
- 4.2. We shall respect the conditions referred to in Article 28(2) GDPR for engaging a Sub-processor.
- 4.3. If we appoint a Sub-processor, we will put a written contract in place between us and the Sub-processor that specifies the Sub-processor's processing activities and imposes on the Sub-processor substantially similar terms, appropriate to the sub-processing they will undertake. If that Sub-processor fails to fulfil its data protection obligations, we shall remain liable to you for the performance of that Sub-processor's obligations.

5. TRANSFERS OF PERSONAL DATA TO A THIRD COUNTRY OR INTERNATIONAL ORGANISATION

- 5.1. We shall only make an International Transfer to a recipient:
 - 5.1.1. on the basis of an adequacy decision made under Data Protection Laws;
 - 5.1.2. on the basis of appropriate safeguards that are in place, and you agree to execute any documents (including data transfer agreements) relating to that International Transfer which we request that you to execute from time to time for that purpose;
 - 5.1.3. on the basis of binding corporate rules approved by a competent supervisory authority; or
 - 5.1.4. on the basis of an applicable derogation in Data Protection Laws

which in each case applies to the International Transfer in question; or

- 5.1.5. if we are required to make the International Transfer to comply with European Law, in which case we will notify you of the legal requirement prior to that International Transfer unless the European Law prohibits us from notifying you on public interest grounds. Where we are prohibited from informing you of the legal requirement, and/or where we are subject to an ongoing legal requirement to transfer, you (a business Customer) give us general authorisation and consent to carry out that transfer without your specific authorisation or consent.

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- 5.2. You acknowledge and agree that you shall be responsible, and we shall not be responsible, for the compliance of any International Transfers that occur when Users access the Services through a browser from a third country or international organisation, as further referred to in paragraph 7.

6. RIGHTS OF AUDIT

- 6.1. At your reasonable request and subject to you (and any third-party auditor) entering into an appropriate confidentiality agreement, we shall:

6.1.1. make available to you such information as may reasonably be necessary to demonstrate compliance with the obligations for processor agreements laid down in Data Protection Laws; and

6.1.2. subject to paragraphs 6.3 and 6.4 below, allow you (or an independent, third-party professional auditor mandated by you and acceptable to us, both of us acting reasonably) to conduct an audit, including inspection, of our processing of Relevant Data pursuant to the Agreement, and contribute to that audit,

except that you agree that nothing in this paragraph 6.1 shall require us to act in breach of an obligation of confidentiality owed to a third party.

- 6.2. With respect to paragraph 6.1, we shall immediately inform you in writing, but without any obligation to monitor or enquire as to the legality of your instructions or to give legal advice if, in our opinion, to follow an instruction given by you would give rise to a breach of applicable Data Protection Laws.

- 6.3. Where we have commissioned audit report(s) which we offer to make available to you, you agree that you may only proceed with your own audit/inspection if, acting in good faith, you are reasonably dissatisfied with the audit report(s), and that your own audit/inspection is subject to our rights in paragraph 2.4. You must coordinate with us on the timing and scope of any such audit/inspection and refrain from any act or omission that could lead to the degradation, overload or unavailability of the Services. The scope of your audit must exclude other customers' data. Any testing, probing or scanning tools used on our infrastructure must be pre-approved by us. You must not and must instruct any third-party auditor not to include in your audit report any sensitive information that could be used by a third party to the detriment of the security of the Services (including, but not only, details of vulnerabilities). You must instruct any third-party auditor to give us the reasonable opportunity to review the report before it is provided to you in final form and to communicate with the auditor to resolve any questions or issues of fact. You and the auditor must keep the results and findings of any audits confidential and disclose them to third parties only to the extent required by law.

- 6.4. In relation to any Sub-processors that are engaged pursuant to paragraph 4 and/or any data centre facilities used by us, you acknowledge and agree that it is sufficient, for the purposes of satisfying the requirements of paragraph 6.1, that we shall have a right to audit or inspect those Sub-processors and/or those data centre facilities on your behalf, subject to reasonable restrictions.

7. YOUR OBLIGATIONS

- 7.1. You shall comply with Your Data Responsibilities. We are not in any way responsible for Your Data Responsibilities.

8. SAGE AS CONTROLLER

- 8.1. We will process personal data as a controller under the Agreement and/or this Addendum, for example but not exhaustively, in the management of our relationship with you, in our use of Usage Data under paragraph 9, for analytics under paragraph 10 or for marketing under paragraph 12. Please see our website privacy notice for further details. Paragraphs 2.1 (and Schedule 1) and paragraphs 3 to 6 inclusive of this Addendum shall not apply to personal data of which we are a controller.

9. USAGE DATA

- 9.1. We may collect or create data resulting from Users' use of the Services, such as metadata, performance metrics, and usage trends or volume ("Usage Data"). We may use Usage Data for our legitimate business

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purposes, including network and information security, Customer support, data analytics and marketing, provided that, except to provide the Services or as required or permitted by law, any external disclosure of Usage Data by us will be in an aggregated form that does not identify or otherwise permit the identification of you, any Users or other persons, unless you consent otherwise or initiate the sharing of Usage Data yourself.

10. DATA ANALYTICS

10.1. We may use the Customer Data, Usage Data and other data to run statistical reports within the Services for our own use; for example, showing which features are the most popular with Users, which features cause issues, for benchmarking in aggregate form and/or to gain insights. We may use Customer Data internally for product research, development and innovation; for example to improve the Services, add new features and functionality, such as receipt recognition and cashflow forecasting, and provide you with insights. You (as a business Customer) consent to and authorise our access to and use of the Customer Data for those purposes and agree that our use of the Customer Data is legitimate, proportionate and, in the case of support, network and information security, may be necessary, given the negligible impact on you and the benefit you and your Users will receive in terms of technical support and from product improvements and enhancements. For further information, including our legitimate interests for conducting analytics, please see our website privacy notice.

10.2. This sub-paragraph applies if and where we use Google Analytics to track use of the Services; an example would be to track how many times a particular feature is used across all Users or to track variants of connected third party software. For details of how Google uses data when you use our Services, please see <http://www.google.com/policies/privacy/partners/>. For information on Google's data practices and commitment to protecting the confidentiality and security of data, please see <https://support.google.com/analytics/answer/6004245>. Google's privacy policy may be found here: <https://www.google.com/policies/privacy/>.

10.3. This paragraph 10 is in addition to any provisions on data analytics in the main body of the Agreement.

11. JOINT CONTROLLERS

11.1. As at the date of the Agreement, the parties do not consider themselves to be joint controllers (that is, where two or more controllers jointly determine the purposes and means of processing) for the purpose of the processing activities referred to in this Addendum.

11.2. If and to the extent that the parties later determine that their arrangement has become one of joint controllers, they shall comply with the requirements set out in article 26 GDPR.

12. MARKETING – IMPORTANT!

12.1. **Please bring this paragraph 12 to the attention of any of your staff who will act as key contacts for us.**

12.2. Unless you (as an individual) have opted out of direct marketing communications (e.g. told us not to start them or told us to stop them), you acknowledge and agree that we may use personal data (such as the telephone and email contact details we have collected for you) to provide direct marketing communications to you which may be of interest, based on the individual recipient's use of the Services or areas of interest. Direct marketing communications include telephone, email and other forms of electronic communication. We track whether marketing emails are opened and whether links in the emails are clicked on. This is built into the emails and to stop this occurring you need to unsubscribe from the emails. Please be assured that we will not take contact details from the Relevant Data and use them to send direct marketing communications – we only use contact details we collect separately from the Relevant Data.

12.3. **How to opt out of direct marketing.** If you prefer not to receive direct marketing from us, please tell the caller, click on the 'unsubscribe' button in the relevant communication (to stop email marketing only) or contact us at globalprivacy@sage.com. It may take up to one month for your preferences to be updated across our systems.

12.4. For further information, please see our website privacy notice.

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Schedule 1 - Specification of processing

Subject matter and duration of the processing of Relevant Data:

Subject matter: the provision of our Services.

Duration: the term of the Agreement including any transitional periods on entrance or exit from the Agreement.

Nature and purpose of the processing of Relevant Data:

Any or all of the following processing operations for the purpose of providing the Services, depending on the Services chosen by you; your use of and requirements for the Services; the requirements in the Agreement; and third party requests and other extraneous events (the "Purposes"):

- ✓ Collection
- ✓ Recording
- ✓ Organisation
- ✓ Structuring
- ✓ Storage
- ✓ Adaptation/alteration
- ✓ Retrieval
- ✓ Consultation
- ✓ Use
- ✓ Disclosure by transmission / dissemination or otherwise making available
- ✓ Alignment / combination
- ✓ Restriction
- ✓ Erasure / destruction
- ✓ Others:

Type of Relevant Data (including any special categories of Relevant Data or other sensitive data):

Any or all of the following depending on the Purposes:

- ✓ **Personal details** (any information that identifies the data subject and their personal characteristics e.g. name, address, contact details, age, sex, date of birth, physical description and any identifier issued by a public body, e.g. National Insurance number or social security number)
- ✓ **Education and training details** (any information which relates to the education and any professional training of the data subject e.g. academic records, qualifications, skills, training records, professional expertise, and student and pupil records)
- ✓ **Family, lifestyle and social circumstances** (any information relating to the family of the Data subject and the data subject's lifestyle and social circumstances e.g. current marriage and partnerships and marital history, details of family and other household members, habits, housing, travel details, leisure activities and membership of charitable or voluntary organisations)
- ✓ **Employment details** (any information relating to the employment of the data subject e.g. employment and career history, recruitment and termination details, attendance records, health and safety records, performance appraisals, training records and security records) and pension information)
- ✓ **Financial details** (any information relating to the financial affairs of the data subject e.g. income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details and pension information)
- ✓ **Goods and services provided** (any information relating to goods and services that have been provided e.g. goods or services supplied, licences issued, agreements and contracts)
- ✓ **Special categories of personal data** (racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a data subject, data concerning health or data concerning a data subject's sex life or sexual orientation)
- ✓ **Criminal data** (criminal convictions and offences or related security measures, including personal data relating to: (a) the alleged commission of offences by the individual (b) proceedings for an offence committed or alleged to have been committed by the individual or the disposal of such proceedings, including sentencing)
- ✓ Others:

Categories of data subjects:

Any or all of the following depending on the Purposes:

- ✓ Staff including volunteers, agents, temporary and casual workers of yours
- ✓ Customers/clients (who are individuals or sole traders) of yours
- ✓ Suppliers (sole traders) of yours
- ✓ Contact persons of corporate entities (e.g. at suppliers or customers, where supplier is not a sole trader or customer is not an individual) of yours
- ✓ Members or supporters (e.g. shareholders) of yours

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- ✓ Complainants, correspondents and enquirers of yours
- ✓ Relatives, guardians and associates (of data subjects) of your staff
- ✓ Advisers, consultants and other professional experts or legal representatives (individuals/sole traders) of yours
- ✓ Partners, resellers (individuals/sole traders) of yours
- ✓ Donors, supporters (individuals/sole traders) of yours
- ✓ Students if input by you
- ✓ Offenders and suspected offenders if input by you
- ✓ Landlords/tenants of yours
- ✓ Users of the Services not included in the above
- ✓ Others:

Controller's obligations and rights:

The obligations in paragraph 2.2 and paragraph 7.

The rights to enforce the data processing terms in paragraphs 3, 4, 5 and 6 against us as your processor.