

Sage Early Adopter Terms & Conditions

These terms and conditions govern the agreement between us in respect of your access and use of the Sage Product Early Adopter Test Service (as defined below).

The Sage Product Terms and Conditions of Use (“**Service Terms of Use**”) can be found on our websites: if you subscribe in the United Kingdom, the Service Terms of Use are located at <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/>; if you subscribe in the Republic of Ireland, the Service Terms of Use are located at <https://www.sage.com/en-ie/legal/terms-and-conditions/>; and if you subscribe in the USA, the Service Terms of Use are located at <https://www.sage.com/en-us/legal/terms-and-conditions/product-and-service-terms-and-conditions/sage-people/>

Capitalised terms used herein without definition shall have the meaning given in the Service Terms of Use unless otherwise specified.

You agree to all the terms of this Agreement from the date you access or use the Early Adopter Test Service. This Agreement shall commence from the date of deemed acceptance and shall continue in full force and effect until we cease providing you with the Early Adopter Test Service or it is terminated in accordance with this Agreement.

If you do not accept this Agreement, you must notify us immediately in writing. You will then not be given access to the Early Adopter Test Service and will have no rights to use it.

1. Interpretation

- 1.1. For the purpose of this Agreement the following words or expressions shall have the meaning set out against them:

“AI Data”: together AI Input Data, AI-Generated Output and any data derived from or containing the same.

“Affiliate(s)”: 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.

“AI-Generated Output”: the content generated and returned to a User resulting from that User prompting or using an AI System in the context of, or embedded within, the Early Adopter Test Service.

“AI Input Data”: any data input into an AI System, by you or any User, including prompts, queries and instructions (in whatever medium or format), but excluding: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (b) Sage provided customisation or fine-tuning data.

“AI System”: any artificial intelligence technologies, systems, models, tools or functionality, including machine learning, deep learning, generative AI, and any autonomous, semi-autonomous or agentic AI functionality or capabilities.

“Early Adopter Test”: those tests notified by Sage to the Tester which the Tester undertakes to run on the Early Adopter Test Service.

“Early Adopter Test Period”: the period during which the Tester must carry out the Early Adopter Tests on the Early Adopter Test Service, as reasonably required by Sage, subject to earlier termination in accordance with this Agreement;

“Early Adopter Test Service”: the service accessible by the Tester in machine-readable form for the purposes of Early Adopter Tests in accordance with this Agreement, including any AI Systems;

“Feedback”: feedback given by you or your Users to us or our Affiliates in connection with: (i) the Project, the Early Adopter Test Service, the Product, the Test Documentation or other software, products, services, business or technology plans relating to Sage or a Sage Affiliate, including without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the aforementioned items by Sage, a Sage Affiliate or on its behalf; or (ii) the Tester’s or the Users’ views on Sage’s development direction;

“Product”: the relevant Sage software product made available by Sage to you for the Early Adopter Test Period;

“Project”: the: (i) testing and evaluation of the Early Adopter Test Service and Test Documentation by the Tester in accordance with the terms of this Agreement; and (ii) the provision of Feedback by the Tester;

“Test Documentation”: any pre-release technical documentation, in draft form, which Sage will supply to the Tester during the Early Adopter Test Period including any Documentation (as defined in the Service Terms of Use); and

“Usage Data”: non-personally identifiable data resulting from Users’ use of the Early Adopter Test Service, such as metadata, performance metrics and usage trends or volume.

“User”: those humans who are authorised by you to access and use the Early Adopter Test Service.

1.2. We may change these terms and conditions at any time. We will make reasonable efforts to notify you of changes via the Early Adopter Test Service or by email, but it is your responsibility to regularly check and read the most recent version of this Agreement on our website. Continuing to access or use the Early Adopter Test Service after a change constitutes acceptance of the updated terms.

1.3. In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) “including” and “includes” and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in accordance with the relevant general usage in the computer software industry; (d) references to a person include an individual, a body corporate and an unincorporated association of persons; (e) use of the singular shall be treated as including the plural and vice versa; (f) unless otherwise specified, a reference to “writing” or “written” includes email but not faxes; (g) a reference to a statute, statutory provision or subordinate legislation is a reference to it as in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; and (h) references to any party shall include that party’s personal representatives, successors and permitted assigns.

2. Who this agreement is between



2.1. This agreement is between: you, the person or organisation authorised to use the Early Adopter Test Service under and in accordance with these terms and conditions (“Tester”, “you”, “your”) and the applicable Sage entity for the Product set out in the Service Terms of Use (“Sage”, “we”, “us”, “our”).

2.2. By accessing and using the Early Adopter Test Service, you and we agree to be bound by and comply with these terms and conditions.

3. Grant of Licence

3.1. In consideration of the Tester agreeing to undertake the Project and the payment of the fees, Sage will provide the Tester with access to the Early Adopter Test Service and any Test Documentation as may be required by the Tester (at Sage’s sole discretion) on a case-by-case basis, pursuant to the terms of this Agreement. Sage grants to the Tester for the Early Adopter Test Period a non-exclusive, non-transferable licence to use the Early Adopter Test Service and Test Documentation solely for the purposes of the Project, subject to the terms of this Agreement.

3.2. The Tester must not use or copy the Early Adopter Test Service or Test Documentation except as permitted under this Agreement.

3.3. The Tester shall, at its own expense, use all reasonable endeavours to procure that any necessary third party promptly executes and delivers all documents and performs all acts required to give full effect to this Agreement.

3.4. We may present to you, or the Early Adopter Test Service may integrate with, Third-Party Services provided by Third-Party Providers. We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any such Third-Party Services. Accordingly, we shall not be liable for any damages, liabilities or losses caused by any act or omission relating to a Third-Party Service, regardless of how that service is described or whether it is included in your Order or the Early Adopter Test Service, including where it employs, uses, or forms part of a Third-Party Provider AI System.

4. Testing

4.1. During the Early Adopter Test Period, the Tester will:

- 4.1.1. use the Early Adopter Test Service on live data in a live environment, and only use the Early Adopter Test Service and Test Documentation for the purposes of the Project in accordance with this Agreement, any Test Documentation provided from time to time, and Sage’s reasonable instructions;
- 4.1.2. keep User access credentials (including usernames and passwords) secure and confidential, and ensure that Users do the same. You remain fully responsible for all use of and access to the Early Adopter Test Service made using your User credentials. You are not permitted to share the User credentials with any third party or any AI System acting on your behalf or at your direction without Sage’s authorisation;
- 4.1.3. evaluate the Early Adopter Test Service and Test Documentation so as to measure their effectiveness in meeting the specific requirements of the Test Documentation;
- 4.1.4. promptly report any problems, bugs or defects in the Early Adopter Test Service or the Test Documentation to Sage;
- 4.1.5. provide regular reports (in some cases by way of completion of a Sage questionnaire in relation to tests which the Tester is asked to perform as part of the Project) on the operation of and defects (if any) in the

Early Adopter Test Service including recommendations as to modifications to improve operation or its facilities in addition to reporting on bugs or other operational difficulties; and

4.1.6. allow Sage’s representative(s) to visit the Tester’s site and/or to remotely access the Tester’s systems when the Early Adopter Test is taking place to witness and discuss such test, so long as the Tester has agreed the time of such visit or access in advance. Sage will hold as strictly confidential any of the Tester’s proprietary information that comes into its possession as a result of such visits or access.

4.2. The Tester shall not, and shall procure that Users shall not:

- 4.2.1. build, create, develop, configure, deploy or operate any AI agent, autonomous agent, or automated agent system using, derived from, or incorporating the Early Adopter Test Service, any AI-Generated Outputs, or any data or functionality obtained through or in connection with the Early Adopter Test Service;
- 4.2.2. allow any third party, including the Tester’s Users, to access the Early Adopter Test Service or any Test Documentation;
- 4.2.3. access or interact with the Early Adopter Test Service, or permit any third party (including any Third-Party Provider) to access or interact with the Early Adopter Test Service, by means of any AI System;
- 4.2.4. share user credentials with any third party, third-party system or any AI System acting on your or any User’s behalf or at their direction, without Sage’s prior written authorisation;
- 4.2.5. alter, modify, translate, decompile, disassemble or reverse-engineer the Early Adopter Test Service or create any derivative work based upon the Early Adopter Test Service;
- 4.2.6. remove, alter or obscure any proprietary, trademark, patent or copyright notices from the Early Adopter Test Service or any Test Documentation;
- 4.2.7. use, export, re-export or otherwise transfer the Early Adopter Test Service in violation of any domestic or foreign laws or regulations in effect from time to time in the jurisdiction in which the Tester or Users reside or in which the Early Adopter Test Service is used; or
- 4.2.8. use the Early Adopter Test Service in excess or violation of the limitations and restrictions set out in this Agreement and the Service Terms of Use, or as otherwise notified by Sage from time to time.

4.3. The Tester shall, and shall procure that Users shall, comply with all applicable laws and regulations in performing this Agreement.

4.4. At its sole discretion, Sage will provide free technical support to the Tester during the term of the Project via a dedicated support route comprising email and other support routes as specified by Sage from time to time. Unless otherwise agreed between the parties, Sage is not required to perform any consultancy or other services pursuant to this Agreement.

5. Data

5.1. For the purposes of this Agreement, the term “Customer Data” shall include any data, information or material provided, input or submitted by you or on your behalf into the Early Adopter Test Service, which may include data relating to Users, your customers, suppliers, employees or other third parties, and the Service Terms of Use shall be construed accordingly.

5.2. Subject to clause 5.1, any Customer Data and Personal Data (as defined in the Data Protection Addendum) shall be governed by the



terms of the Service Terms of Use, such that the Tester shall have the responsibilities and shall grant the licences, and Sage shall enjoy the rights, as specified therein.

- 5.3. Sage does not claim ownership rights in any AI-Generated Output. You are solely responsible for your use, modification, combination with other materials and publication of any AI-Generated Output.
- 5.4. You grant Sage, its Affiliates, and its subcontractors a royalty-free, non-exclusive and sublicensable right to use, host, process, copy, store, analyse, display, transform, reformat, combine and create derivative works from, the Customer Data and AI-Generated Outputs solely to the extent necessary to: (i) develop, create, improve, enhance and make available our, and our Affiliates', services, products and applications; (ii) provide, administer and ensure the proper operation of the Early Adopter Test Service and related systems; (iii) comply with applicable laws; and (iv) exercise our rights and perform our obligations under this Agreement.
- 5.5. Sage may collect Usage Data for internal research and to improve the Early Adopter Test Service and the Sage Product to which you subscribe. 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.
- 5.6. Other than as required by applicable law, you shall not, and shall procure that any Third-Party Provider AI System shall not, transmit, export, copy, or otherwise make available any Customer Data, AI Data, or Sage Data to: (i) any third-party environment that has not been authorised by Sage; or (ii) any external artificial intelligence training, fine-tuning, or model development pipeline.

6. Fees

- 6.1. The Early Adopter Test Service is chargeable, and the relevant fees shall be specified on the Order. You must pay all fees as set out in the Order or as otherwise notified to you. Where we provide you with credits then such credits used during the Early Adopter Test Period will be deducted from your overall balance (including any credits consumed for the purposes of support activities or investigations) and such balance will not reset upon the Early Adopter Test Period ending and the Early Adopter Test Service moving to general availability.
- 6.2. From time to time, we may make available to you different charging plans in respect of the Early Adopter Test Service ("Service Plan"). If you choose to move up or down a Service Plan, then additional fees may be payable as specified by us from time to time. If you exceed any volume or consumption limitations set out within your then-current Service Plan, then we may at our discretion: (i) decide to upgrade you from one Service Plan to another Service Plan and additional fees may be payable; or (ii) we may invoice you for such additional volume in each case on a pro-rated basis for the first date of such excess volume through to the end of the then current subscription term. We will notify you of such upgrade either within the Early Adopter Test Service or by sending you an email. Any change in your Service Plan may waive your entitlement to discount or promotional price.
- 6.3. If we identify any additional volume, modules, increased subscriptions or new subscriptions and such items are not licensed in accordance with this Agreement, then we will notify you and invoice you for such items at our then-current list prices. Such fees shall be due by the date specified in the applicable Order or invoice and shall be backdated to the earlier of: (i) the commencement date of your most recent renewal

Order; and (ii) the date on which such unlicensed use first occurred.

7. Confidentiality

- 7.1. Subject to clause 7.2, the Tester shall: (a) keep the Early Adopter Test Service, Test Documentation, and Confidential Information strictly confidential at all times and use them solely for the purposes of the Project; (b) ensure that its employees, agents, and Users access and use them only to the extent necessary to meet the requirements of the Project, and do not discuss or share information about them except as necessary for the Project; and (c) not disclose any details of the Early Adopter Test Service, Test Documentation, or Confidential Information to any third party without Sage's prior written consent.
- 7.2. The provisions of clause 7.1 shall not apply to:
 - 7.2.1. information in the public domain otherwise than by breach of this Agreement; and/or
 - 7.2.2. information already in the possession of the receiving party prior to disclosure with right to use; and/or
 - 7.2.3. information received from a bona fide third party without breach of obligation to the other party to this Agreement.
- 7.3. The Tester shall implement reasonable security measures to safeguard the Early Adopter Test Service, Test Documentation and Confidential Information from theft or access by any person other than the relevant employees of the Tester for the purposes of conducting the testing.
- 7.4. The obligations in this clause 7 survive termination of this Agreement.

8. Intellectual Property Rights

- 8.1. No Intellectual Property Rights in the Early Adopter Test Service or Test Documentation (or any modification or extension of either) shall pass to the Tester. The Tester's rights are limited to those expressly granted in this Agreement. All other rights are reserved by Sage and its licensors.
- 8.2. The Tester shall immediately notify Sage if it becomes aware of any unauthorised use of the Early Adopter Test Service or Test Documentation, or any actual or potential infringement of Sage's Intellectual Property Rights. The Tester shall provide any information Sage reasonably requires in connection with such issues, and shall permit Sage to verify that its use of the Early Adopter Test Service and Test Documentation is within the terms of the licence granted under this Agreement, subject to Sage complying with the Tester's reasonable security and access requirements.
- 8.3. Except to the extent permitted by law, you shall not do, or permit to be done, anything that damages or affects the validity of Sage's Intellectual Property Rights, including breaching any terms of this Agreement or the Service Terms of Use, or holding yourself out as owner of such rights.
- 8.4. Sage warrants that it and/or its licensors own all copyright and other Intellectual Property Rights in the Early Adopter Test Service and Test Documentation, or has obtained all necessary licences and consents, sufficient to fulfil its obligations under this Agreement.

9. Feedback

- 9.1. During the term of this Agreement, the Tester may, at its sole discretion, provide Feedback to Sage.



- 9.2. To enable Sage to use such Feedback, the Tester grants to Sage a non-exclusive, perpetual, irrevocable, worldwide, sub-licensable, royalty-free licence, to use, publish, and disclose such Feedback and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Sage's (or any of Sage's Affiliates') products or services embodying the Feedback in any manner and via any media that Sage chooses, at its sole discretion.
- 9.3. Sage may use the Feedback for any purpose without restriction or remuneration. Sage is under no obligation to use any Feedback provided by the Tester.

10. Warranty and Indemnity

- 10.1. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EARLY ADOPTER TEST SERVICE AND TEST DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE TEST DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS 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 IN THIS AGREEMENT, WE, OUR AFFILIATES AND OUR LICENSORS DO NOT WARRANT, REPRESENT, GUARANTEE OR UNDERTAKE THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES ARE FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, THAT THE SERVICES, TEST DOCUMENTATION, THE INFORMATION AND/OR AI-GENERATED OUTPUTS OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS OR THAT THE SERVICES WILL PRODUCE ERROR-FREE AI-GENERATED OUTPUTS, MACHINE-GENERATED ANALYSIS, BENCHMARKS, INSIGHTS OR RESPONSES. WE, OUR AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE OR LIABLE FOR: (A) ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS; OR (B) ANY DELAYS, DELIVERY FAILURES OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATION NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND YOU ACKNOWLEDGE THAT THE SERVICES AND TEST DOCUMENTATION MAY BE SUBJECT TO DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. YOU FURTHER ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY, AND YOU ACCEPT THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SERVICES AND/OR AI-GENERATED OUTPUTS MEET YOUR REQUIREMENTS AND ARE FIT FOR YOUR PURPOSES, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- 10.2. The Tester acknowledges that the Early Adopter Test Service and Test Documentation have not been fully tested, and that the purpose of this Agreement is for them to be tested and evaluated. Accordingly, the Tester waives all claims it may have against Sage arising out of the performance or non-performance of the Early Adopter Test Service or Test Documentation.
- 10.3. The Tester acknowledges that Sage does not guarantee that Early Adopter Test Service will continue to operate, nor does Sage commit to fixing any problems, bugs, or defects.

- 10.4. The Tester is solely responsible for all consequences arising from its use or misuse of any Third-Party Provider AI System in connection with the Early Adopter Test Service, including any errors, inaccuracies, data loss, security incidents, or impairment of functionality. Sage disclaims all liability for any such consequences to the fullest extent permitted by applicable law, subject to the limitations and exclusions in this Agreement.
- 10.5. Subject to clause 10.6 and clause 10.10, we shall defend, indemnify and hold you and your Affiliates, officers, directors and employees harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including, without limitation, reasonable legal fees and court costs) (collectively, "Damages") to the extent arising out of or in connection with a third-party claim alleging that your use of the Early Adopter Test Service (including any AI-Generated Outputs) infringes the Intellectual Property Rights of a third party.
- 10.6. In no event shall Sage, its Affiliates, employees, consultants, agents and subcontractors be liable to you to the extent that the alleged infringement is based on: (i) a customisation or modification of the Early Adopter Test Service at your direction or by anyone other than us; (ii) your use of the Early Adopter Test Service in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; (iii) your use of the Early Adopter Test Service in a manner contrary to our instructions or the Test Documentation; (iv) your continued use of the Early Adopter Test Service (including AI-Generated Output) after notice of an alleged or actual infringement from Sage or any appropriate authority; (v) Customer Data (including AI Input Data) provided by you or your Users; (vi) your modification, combination, or incorporation of AI-Generated Outputs with other materials, where the infringement arises from such modification, combination or incorporation; or (vii) Third-Party Services provided by Third-Party Providers, to the extent the infringement arises from such third-party elements.
- 10.7. Subject to clause 10.10, if any part of the Early Adopter Test Service infringes, 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 Early Adopter Test Service; (ii) replace or modify such Early Adopter Test Service so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate this Agreement and refund to you a pro-rata portion of any prepaid and unused fees for the Early Adopter Test Service (if applicable) covering the period following the effective date of termination.
- 10.8. Subject to clauses 10.9 and 10.10, you will defend, 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 or in connection with your and your Users' acts or omissions in connection with: (i) your and your Users' use of the Early Adopter Test Service; (ii) any Customer Data, including your or your Users' collection, retention or use thereof; (iii) you or your Users' breach of any of your obligations under this Agreement, including any claim by a third party alleging that: (a) the Customer Data, including your and your Users' collection, retention or use of Customer Data infringes the rights of, or has caused harm to, a third party; or (b) your use of the Early Adopter Test Service in breach of this Agreement infringes the rights of, or has caused harm to, a third party, or otherwise violates applicable law; or (iv) your or your Users' use or misuse of any AI System (to the extent that such AI System is not provided as part of the Early Adopter Test Service) or any Third Party Provider AI System in connection with the Early Adopter Test Service, including any data breaches, security incidents, system damage, or third-party claims arising from or in connection with such use or misuse.



10.9. Without prejudice to the foregoing, clause 10.8(iii) shall not apply to the extent that any such third-party claim alleges infringement or misappropriation of third-party Intellectual Property Rights solely attributable to: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (b) Sage-provided customisation, or fine-tuning data.

10.10. In the event of a potential indemnity obligation under this clause 10, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim; 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.

10.11. 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 clause 10.

11. Liability

11.1. Neither party excludes or limits its liability for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by its negligence or; (c) any warranty as to title or quiet possession implied by statute, or any other liability which cannot lawfully be excluded or limited.

11.2. Notwithstanding any other provision of this Agreement, in no event shall either party be liable to the other for:

11.2.1. indirect or consequential loss or damage, however caused; and/or

11.2.2. direct or indirect loss of profits, business, chargeable time, revenue, goodwill or anticipated savings; and/or

11.2.3. direct or indirect loss or corruption of data, however caused, whether in contract, tort, negligence or otherwise;

in each case even if either party knew or should have known of the possibility of such loss.

11.3. Subject to clause 11.1, our total aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), under statute or otherwise, shall not exceed £1,000 (or local currency equivalent). This cap applies even if any exclusion or limitation in this Agreement is held invalid by a court of competent jurisdiction.

12. Termination

12.1. This Agreement terminates immediately: (a) if Sage gives written permission for the general release of the Early Adopter Test Service; or (b) upon the commencement of your renewal Order, upon which the Service Terms of Use shall then solely and automatically govern the relationship between the parties.

12.2. Sage may terminate this Agreement for convenience at any time by giving written notice to you.

12.3. You may terminate this Agreement for convenience at any time by giving us not less than 7 days' written notice, such notice to take effect no earlier than your then-current renewal date.

12.4. On termination of this Agreement or the licence granted under it (other than under clause 12.1), the Tester shall immediately: (a) cease all use of the Early Adopter Test Service and Test Documentation; (b) return them to Sage; and (c) destroy all copies.

12.5. On termination or expiry of this Agreement:

12.5.1. Sage will not export or return AI Data to the Tester and is under no obligation to delete it;

12.5.2. Sage's rights to use AI Data under clause 5.4, and the restriction on deletion requests under the Service Terms of Use, each survives termination; and

12.5.3. where any data constitutes both Customer Data and AI Data, it shall be treated as AI Data for the purposes of this clause 12.5.

12.6. Termination shall not affect: (a) any rights or obligations of either party that have accrued before the date of termination; or (b) the continued effect of clauses 1, 5.3, 5.4, 5.6, 6, 7, 8, 9, 10, 11.6, 11, 12.4, 12.5, 12.6, and 14 which survive termination.

13. General

13.1. If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the remainder of this Agreement, which will remain binding on both parties. 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.

13.2. A failure or delay by either party in exercising any right under this Agreement shall not constitute a waiver of that right.

13.3. This Agreement, together with the documents referred to in it, constitutes the entire agreement between the parties in relation to the Early Adopter Test Service and supersedes all prior communications and agreements relating to it.

13.4. The parties are independent contractors. Neither party shall hold itself out as an agent, employee, franchisee, joint venturer, or partner of the other, or as endorsed by the other. You have no authority to accept orders, pledge our credit, receive money, give receipts, compromise debts, or make any representation on our behalf.

13.5. This Agreement is personal to you and may not be assigned, subcontracted, licensed (including sub-licensed), charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. As an example, this means that if you sell the assets of your business, you cannot automatically transfer this Agreement to the buyer.

13.6. A person who is not a party to this Agreement has no right to enforce any term of it.

13.7. Where a party is required to give notice by email, the recipient will be deemed to have received it on the first business day following transmission.

14. Governing Law

14.1. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in



connection with it or its subject matter or formation, shall be governed by, and the parties submit to the jurisdiction of the courts specified in, the governing law and jurisdiction provisions of the Service Terms of Use, which are incorporated into this Agreement by reference.

