

## Migration Tool Terms and Conditions

To assist you in migrating your data to the Sage software or other Sage cloud-based information system services you have licensed we have developed this migration tool (the "Migration Tool") for you to use.

Your use of the Migration Tool is subject to the terms below and Sage's privacy policy <http://www.sage.co.uk/legal-and-site-information/privacy-and-cookies> which we may update from time to time.

Please read these terms carefully before downloading the Migration Tool or migrating your data. By downloading or using the Migration Tool, you indicate your acceptance of these terms (the "Agreement").

### **Terms and Conditions**

1. In order to utilise the functionality of the Migration Tool you need a valid licence for the Sage software or other Sage cloud-based information system services you wish to transfer your data into (the "Software"). We specify which Software this Migration Tool can be used for in our accompanying collateral. These terms do not affect or modify any of the terms of the licence agreement or terms and conditions governing your use of the Software (the "License Agreement").
2. We grant you a limited, non-exclusive, non-transferable, non-assignable, licence to download and use the Migration Tool only for your legitimate internal business purposes. The Migration Tool is licensed to you, not sold. You may use the Migration Tool only as expressly permitted in these terms. We reserve all other rights.
3. It shall be your responsibility to ensure that the data is in order once it has migrated and any reliance you place on the migrated data will be at your own discretion and risk.
4. The Migration Tool may feature technology that enables us to (i) collect information about how you use the functions and features of the Migration Tool and to help troubleshoot any issues; and (ii) gather statistical information about the operating system and environment on which the Migration Tool is installed. The information allows us to improve the Migration Tool's functions and features so we can continue to offer something you want to use. Our privacy policy explains how we use your personal data.
5. No warranty - You agree that use of the Migration Tool is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Migration Tool is provided "as is" and "as available", with all potential faults and without warranty of any kind, and Sage disclaims all warranties and conditions with respect to the Migration Tool, either express, implied or statutory, including but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, or accuracy, of quiet enjoyment, and non-infringement of third party rights. Sage does not warrant against interference with your enjoyment of the Migration Tool, that the functions performed or provided by the Migration Tool will meet your requirements, that the operation of the Migration Tool will be uninterrupted or error-free, or that defects in the Migration Tool will be corrected. No oral or written information or advice given by Sage or its authorized representatives will create a warranty.
6. Limitation of liability – To the extent not prohibited by law, in no event will Sage be liable for any incidental, special, indirect or consequential damages whatsoever, or for any damages for loss of profits, loss of data, business interruption, revenue, contracts, business, business interruptions, loss of anticipated profits, customers, sales, production, savings and/or anticipated savings, goodwill, loss of reputation and/or similar losses, or opportunities (in each case whether direct or indirect), arising out of or related to the agreement or your use or inability to use the Migration Tool, however caused (whether in contract, tort (including negligence), or otherwise) and even if Sage has been advised of the possibility of such damages. In no event will Sage's total liability to you for all damages or losses arising out of or in connect with these terms of the Migration Tool exceed the amount (i) you paid for the Migration Tool or (ii) £500.00, whichever is

greater. Nothing in this section will limit or exclude Sage's liability for death or personal injury arising from its negligence or for fraud or fraudulent misrepresentation or for any other liability which Sage is not allowed to limit or exclude by law.

7. Confidentiality and Intellectual Property Rights - The terms and conditions concerning confidentiality and intellectual property rights as stated in the respective License Agreement between the parties apply to the Migration Tool and this Agreement.
8. These terms (which constitute the entire Agreement between Sage and you in relation to the Migration Tool) and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims) are governed by the laws of England and Wales and the courts of England have exclusive jurisdiction on legal disputes or claims about these terms.