

Sage 50 Terms and Conditions

February 2024

Your use of this product is subject to our standard terms and conditions as set out in this Agreement. If you have purchased a fixed term/perpetual licence for the Software, the Software Licence Agreement in Part A applies to you. If you have purchased a subscription for the product and support in respect of Sage Accounts and/or Sage Payroll, then the Terms and Conditions in Part B apply to you. If you have purchased a subscription for the product and support in respect of Sage 50cloud, then the Terms and Conditions in Part C apply to you. If you don't accept the provisions as set out in Part A or Part B or Part C (as applicable) then you should not install, access or use the Software in any way.

PART A – FIXED TERM LICENCE AGREEMENT

This Agreement describes how you are allowed to use the Software¹. If you accept this Agreement, you can use the Software only as described in this Agreement and the applicable Documentation. Please make sure you are happy with all the terms in this Agreement before you install the Software.

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 install, access or use any of the Software. If you don't accept this Agreement, you should contact us or the supplier you purchased the Software from immediately and not install, access or use the Software in any way.

We may update this Agreement at any time, the most recent versions can be accessed on the Legal Pages of our Website. We will make reasonable efforts to communicate any changes to you via a notification in the Software or 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 Software.

1. Definitions

- 1.1 In this Agreement, these words have the following meanings:
- “**Agreement**” - these terms and conditions, the exhibits, appendices, annexes, schedules, and attachments (if any), the Data Protection Addendum, and any other documentation or terms and conditions referred to within any of them as amended or varied from time to time, by written notice;
 - “**Apps**” – specific applications, such as Sage 50 Accounts Tracker and Sage 50 Accounts Mobile Sales or as specified in your Documentation, devised for use with Sage 50 Accounts v21:00 on mobile devices in accordance with the relevant Application Licence Terms;
 - “**Application Licence Terms**” – the specific terms governing the use of any App developed for Sage 50 Accounts v21:00;
 - “**Business Day**” – any day which is not a Saturday, Sunday or public holiday in the country of the Sage company you licensed the Software from;
 - “**Confidential Information**” – information that is proprietary or confidential and is either clearly labelled as such or identified

as confidential information in clause 11 including without limitation Customer Data;

“**Credit Hound Express for Sage 50**” - means the optional additional product provided by Draycir Limited that you may subscribe to from us subject to payment of an additional fee;

“**Customer Data**” – the data, information or material provided, inputted, or submitted by you or on your behalf into the Services, or shared with Sage by any means, which may include Personal Data and data relating to Users, your customers, suppliers, contacts, employees or other third parties;

“**Data Controller**” - has the meaning of controller as set out in the GDPR;

“**Data Processor**” - has the meaning of processor as set out in the GDPR;

“**Data Protection Addendum**” – means the data protection addendum available at <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/> as may be amended from time to time which, together with this Agreement, comprise the Agreement and form your instructions to us as Data Processor;

“**Data Protection Laws**” - means all applicable UK and EU laws and regulations governing the use or processing of Personal Data, including the General Data Protection Regulation (EU) 2016/679 and member state laws, the UKGDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time;

“**Documentation**” – the documentation and information made available to you by us (for example our invoices, the help file in the Software and the information on our Website) or our authorised resellers from time to time which describe the Software, Modules, fees, payment and user instructions but excluding marketing literature;

“**Effective Date**” – the date you accept the Agreement in one of the ways set out above;

“**GDPR**” - means the UK and EU General Data Protection Regulation as applicable;

“**Licence Period**” – the length of time for which you may use the Software from and including the Effective Date and, in the case of perpetual licence periods, we mean 15 calendar years;

“**Module**” – packages that you may use alongside Software (as described in the Documentation) either subject to payment of an additional fee, or as otherwise agreed, on a subscription or fixed term basis which may or may not be provided by a third party; the Modules may include without limitation the following product options: Sage 50 Accounts CIS, Pensions Module (for Sage 50 Payroll or Sage Instant Payroll), and Sage 50 Accounts Foreign Trader. Some Modules are optional whilst others will be included automatically in your licence; please refer to your Documentation and our Website for details;

“**Personal Data**” – means any information relating to an identified or identifiable natural person;

“**Privacy Notice**” – means Sage's privacy notice posted on www.sage.com (or such other URL as Sage may notify to you) and which may be amended and updated by Sage from time to time. It is your responsibility to check for updates to the Privacy Notice but we will notify you of any significant changes;

¹ Note: Sage Instant Accounts was renamed as Sage 50 Accounts Essentials on 1 February 2016. This Agreement continues to apply to users of Instant Accounts purchased prior to this date and for new Sage 50 Accounts Essentials customers.

“Processing” - means any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and “Process”, “Processed” and “Processes” shall be construed accordingly; “Sage Remote Data Access” and/or “Remote Data Access” (formerly known as Sage Drive) – means the Sage 50 Accounts technology enabler will provide functionality whereby you and other nominated persons are able to share online access to your Sage 50 Accounts data in a secure environment; “Salary and Supplier Payments. Powered by Modulr” – means the optional additional product provided by Modulr FS Limited, that you may subscribe to from us, subject to the payment of an additional fee; “Services” references to “Services” include as applicable any “Apps”, “Cloud Solution Services”, “Development”, “Module”, “Product”, “Product Improvement”, “Program”, “Service”, “Software”, “Solution” or “Support” as defined in the Agreement and references to our “website” include as applicable any “Website” defined in the Agreement or hosted by Sage; “Software” – the provision by us to you of the software as more particularly described in the Documentation; “Supervisory Authority” - means an independent public authority which is established under applicable UK or Member State law and which concerns itself with the Processing of Personal Data; “Updates” – a permanent fix to a known problem in the Software or due to a change in legislation which is released by us from time to time; “Upgrades” – a major revision to the Software which adds new or different functions or capabilities which is released by us from time to time; “User” – an individual who is authorised to use the Services, for whom you have purchased a subscription, and who has been supplied with a user identification and password by you (or by Sage at your request) and may include your employees, agents, contractors and advisers that are permitted to access the Software and (for whom you assume primary liability for) and you shall ensure that you take all necessary and reasonable steps to monitor their usage and ensure they do not take, maintain or use unauthorised copies of your data extractable from the Product; “Website” – www.sage.com; “us” “we” “our” and/or “Sage” – Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: C23 - 5 & 6 Cobalt Park Way, Cobalt Park, Newcastle Upon Tyne, United Kingdom, NE28 9EJ, United Kingdom) if you purchase your licence to use the Software in the United Kingdom, or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: Number One Central Park Leopardstown, Dublin 18, Ireland) if you purchase your licence to use the Software in the Republic of Ireland; and “you” and “your” – the customer authorised to use the Software.

1.2 A reference to a statute, statutory provision or subordinate legislation in this Agreement is a reference to it as it is 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.

2. The Software

- 2.1 We grant a non-exclusive licence to you to use the object code of the Software in accordance with this Agreement and the Documentation or as otherwise allowed by us in writing. You may not use the Software in any other way.
- 2.2 To use the Software you must activate it (and depending on the Software, re-activate it at the end of the licence period if you want to continue using it and pay the then current fees) by using an ‘activation code’. We or your supplier will provide this to you following receipt of registration information from you. Without this information we or your supplier will not be able to activate or re-activate your Software and you will not be able to use it.
- 2.3 We also allow use of some of our Software on a temporary basis to let you assess its suitability for your needs (we sometimes refer to this as a ‘trial’ or ‘demonstration’). We (or your supplier) will tell you if you are only able to use the Software in this way before you receive it. If you want to use the Software after the end of the temporary period you will need to activate it using an activation key that we will provide to you (if you also agree to pay our fees). After you have activated the Software all of the terms of this Agreement will continue to apply to you. If you do not activate the Software, it will stop working and you should remove it in the way described above.
- 2.4 You must not:
 - 2.4.1 make the Software available for anyone else to install or use in any way, or give anyone else any right (of any kind) to distribute, use or benefit from the Software in any way unless we have told you in writing that you can. For example, you may not allow anyone other than your Users to have access to the Software and you cannot provide the Software as part of a service you provide to others;
 - 2.4.2 use (or try to use) the Software in a way which we have not specifically allowed. For example, you must not try to make the Software work in a particular way if it does not usually work or has not been designed to work that way;
 - 2.4.3 use the Software to help you develop your own software;
 - 2.4.4 change the Software, take it apart, or permit others to do so without our permission. Please contact us if you want to do this. We will try to help you, and will make sure that you can change the Software or take it apart in the way the law allows you to;
 - 2.4.5 copy any part of the Software, or allow anyone else to. This clause 2.4.5 does not limit, however, your ability to take multiple copies of your Customer Data (and we encourage you to do this).
- 2.5 If you have purchased a ‘package’ (by package we mean licences to a number of different Software titles sold by us as a single item) in addition to the other restrictions in this clause 2, you must not attempt to resell or otherwise distribute any part of the package.
- 2.6 If, evidence becomes available that allows us to consider you may have breached some part of this Agreement, you give us permission to visit your premises during normal office hours to check your relevant systems and records. When we carry out this check, we will keep the disruption to your business to a minimum and you must give us any help we may reasonably need.
- 2.7 We allow some of our Software to be used on laptops or equivalent portable computers that belong to you and which are to be used by your Users away from your premises. Unless we tell you otherwise, you will need to buy an additional licence from us (or your supplier) to allow you to do so for each user that is to use the Software in this way (in addition to normal users of the Software).
- 2.8 You are permitted to use this Software with a mobile device. It is likely that you will need a further software application

(commonly referred to as an “App”) to do so, for which you may incur additional fees. When using the Software with a mobile device you must continue to adhere to this Agreement and any Application Licence Terms, or as otherwise specified.

2.9 You acknowledge that you are fully responsible for obtaining and maintaining any third party software, services and/or hardware to enable you to access the Software via a portable, mobile or similar device.

2.10 The Software may include technology that enables us to:

2.10.1 check specific information directly relevant to your use of the Software contained in your computer against our records to make sure the Software is being used in accordance with this Agreement and to troubleshoot any problems;

2.10.2 collect information about how you and your Users use the functions of the features of the Software; and

2.10.3 gather statistical information about the operating system and environment on which the Software is installed;

By accepting this Agreement you are giving us your informed consent to use this information in accordance with our Data Protection Addendum and Privacy Notice.

2.11 The Software may include a feature which you can enable to automatically check our website for Updates and to apply them to the Software. You can configure this feature to suit your preferences. If you use it, certain information will be collected and recorded by us from your system, such as what operating systems you utilise and the name and version number of the Software. If your supplier is making the Software available to you in the manner described under ‘Hosted Software’ at clause 2.12 below, then you acknowledge that you may not receive Updates from us as the decision to update the Software is made by your supplier.

2.12 Hosted Software

2.12.1 We licence and allow certain of our authorised business partners to provide some of our software to customers using a hosting environment. By hosting environment we mean software installed on our own (or our authorised business partner’s) computers that your Users may access and use through the Internet. Where you access the Software via a hosting environment, you are responsible for maintaining your own access to the Internet to allow your Users to access the Software. You also agree that due to the nature of using software in this way there may be times when your Users are unable to access and use the Software (for example due to maintenance or circumstances beyond our control). Separate agreements may also relate to our Software where it is used in this way and your use of the Software will be subject to that separate agreement. If this Agreement and any separate agreement conflict in any way, then the separate agreement will be applicable on that particular issue.

2.12.2 If you have purchased a licence from your supplier to access our Software using its hosting environment, then your supplier (not us) is fully responsible for your access or inability to access our Software in this way and any related services that it provides.

2.13 Changes in the law may affect the Software, including changes to employment, tax and national insurance laws. If the Documentation says that it ‘complies with’ any law, we mean that it meets the law in the tax year shown in the Documentation. If you want to make sure the Software continues to meet the applicable law, you should consider taking out a subscription to

the appropriate Sage Cover service and ensure you upgrade the Software to the relevant new release for each tax year. If the Software or the Documentation states that the Software is for a previous tax year, please contact us. You may acquire information about Sage Cover from our Website. Please note that an annual contract for a Sage Cover which is bought for a Sage 50 Accounts fixed term/perpetual licence is non-transferable and will not be compatible with a subscription to use Sage 50 Accounts.

2.14 The Software may include a security feature which makes sure that no more than the specified number of Users can use the Software at one time. If this feature prevents you from using the Software, please contact us.

3. User Parameters

3.1 The Software must only be used:

3.1.1 for your legitimate internal business purposes and with your own information or the demonstration data supplied with the Software (unless we have granted you additional rights at clause 4.7);

3.1.2 to process the data for the agreed number of employees as set out in the Documentation (by “employee” we mean a person you manage using the Software whether or not currently employed by you);

3.1.3 to process data for the specified number of companies as set out in the Documentation (by “company” we mean a single set of your own records and information containing a unique VAT or PAYE reference number); and

3.1.4 for the number of Users (whether named or concurrent) as set out in the Documentation (you must not allow any other person or organisation to use the Product). The number of Users that can use the Software will depend on the type of software licence you have bought.

3.2 You are responsible for ensuring you have appropriate network capability to access the Product and the security of your networks, operating systems and data within your environments.

3.3 If you have bought a ‘single-user’ licence, only one User can use the Software and you can only install the Software on one computer, other than where you are entitled to use Remote Data Access. If you are entitled to use Remote Data Access, each Remote Data Access user will also be permitted to install the Software on one other device to facilitate the sharing of the Sage 50 Accounts data through Remote Data Access.

3.4 If you have bought a ‘multi-user’ licence (sometimes called a ‘concurrent user licence’ in the Documentation), up to the number of we or your supplier specifies (for example in your invoice) can use the Software at any one time.

3.5 If we have told you in writing that you can use the Software to provide services to others (who are not part of your business) you can do so for up to the number of users, employees and/or companies we (or your supplier) have agreed as set out in the Documentation.

3.6 If you want to increase the number of Users able to access the Software, companies or employees you use the Software for, then you must buy an additional licence.

4 Product Specific Terms

4.1 Certain terms and conditions of this Agreement only apply to some of our Software or specific Modules or additional products/services. You will need to check what we told you when you bought your licence (for example in the Documentation) to see if these terms apply to your use of the Software.

4.2 Installations and workstations

- 4.2.1 If we (or your supplier) have told you that the Software may only be used on a specified number of computers (sometimes referred to as ‘installations’) then you may only install and use the Software on and up to that specific number of computers and you may not transfer the Software to a different computer after it has been installed unless we agree otherwise.
- 4.2.2 Unless the Software is licensed for use on specific computers, you can transfer a copy of the Software from one computer to another one owned by you, as long as you always adhere to the terms of clauses 2, 3 and 4 of this Agreement and the Documentation and permanently delete the Software from the computer it was originally installed on. You may need an ‘activation code’ in order to do this (see clause 2.2).
- 4.3 Networked and remote use
- 4.3.1 You can load and use the Software on a computer network (for access by your number of Users) as long as we have agreed at the outset and as long as you use the Software in accordance with this Agreement. The performance of the network may affect the performance of that Software. If you use the Software on a network which is not a ‘local area network’: you may have problems with that Software; we may not be able to provide any technical support and the warranties we give in clause 7 do not apply to your use in this way.
- 4.3.2 When we say ‘local area network’, we mean a network of computers which is linked by private connections. Other private networks can also allow you to access the Software if you are away from the premises where the Software is installed. This is often referred to as ‘remote’ access.
- 4.3.3 If when you bought your licence to use the Software, you were notified that you may allow a third party information technology service provider (such as your supplier) to load the Software on to its own computer on your behalf to enable your Users to access the Software remotely, you must not allow your third party information technology service provider or anyone else to then use the Software.
- 4.3.4 You should read all up to date Documentation we publish about using the Software which gives information about network use and about limits on using that Software remotely.
- 4.4 Online training. If your licence includes a free right to use our online training:
- 4.4.1 You must not copy or allow anyone else to copy any material which forms part of online training, or allow anyone else to use online training without our permission.
- 4.4.2 From time to time we may change the material which forms part of the online training.
- 4.5 Business information
- 4.5.1 If your licence includes a free right to use our online business information, we will give you free access to the section of our Website which contains information relevant to your business (business information) for one year from the Effective Date. Details of the business information you can get access to are given in the Documentation.
- 4.5.2 We will give you at least three months’ notice if we want to change or end this free access. The notice will take effect after the end of the free period. Whilst we give you access to business information you can use that information for your business purposes. You can see and download the business information and make any copies you reasonably need for those of your employees who may need to have the business information to work for you, you must not remove or alter any copyright notices, trademarks or other notices.
- 4.5.3 You must not use business information in any way other than as set out in this Agreement and the Documentation, or as allowed by us in writing. In particular, you must not sell, rent out, distribute, publish, display or alter the business information or create documents from any business information, or use business information for any illegal purpose.
- 4.5.4 The business information is prepared and updated in line with relevant laws and best practice in England and Wales, Scotland and Northern Ireland. It is only suitable for use in those countries. However, business information cannot take account of all circumstances, and so cannot provide specific advice (such as how a particular event will affect your legal position). We recommend that you get your own legal advice if you have any particular questions about an issue set out in business information.
- 4.6 Access to our Website, online training and business information. We will do everything reasonably possible to make sure that the sections of the Website which contain online training and business information are free from viruses. However, we cannot guarantee this. We recommend that you use your own virus-protection software. We cannot guarantee that the Website(s) will be compatible with your browser or computer set-up, or that your access to the Website(s) will not be interrupted (this may be beyond our control). From time to time we may temporarily stop providing access to the Website, for maintenance, repairs or other reasons. If possible, we will try to make sure this happens outside normal business hours.
- 4.7 Client Manager and Accountants’ Dataset Manager
- 4.7.1 If you have purchased a licence to use Client Manager (being made available with Accountants’ Dataset Manager), your licence to use this Software must be renewed annually. Please note, Accountants’ Dataset Manager cannot be installed using a trial activation key.
- 4.7.2 Your licence to use this Software entitles you to install and access all older supported versions of Client Manager and you must have a valid licence to do this. Where we stop supporting an older version of Client Manager (which you have installed using this Software or which you have already installed yourself), you may continue to access it, but we will not provide you with any support and Accountants’ Dataset Manager will not work with unsupported versions. Accordingly, any continued use of an unsupported version of Client Manager will be at your own risk.
- 4.7.3 Where you access previous versions of Client Manager, you must ensure that the total number of Users accessing those versions does not exceed the maximum number of Users under your licence to use the current version of Client Manager.
- 4.7.4 We reserve the right to use such licence management software as we may deem appropriate to ensure you are using Client Manager (and Accountants’ Dataset Manager) in accordance with the terms and conditions of this Agreement. Without prejudice to any other rights or remedies which we may have, we may restrict, suspend or terminate your use of Client Manager (and Accountants’ Dataset Manager) for any breach, non-payment or other

failure by you to comply with your obligations under this Agreement.

4.8 If we give you an extra document which says you can use the Software in a different way, or for a different purpose to that set out in this Agreement, the wording in that document overrides this Agreement. Examples of the sorts of extra document include 'additional licences' and 'business partner' agreements.

4.9 Provision of Modules, Apps and Remote Data Access

4.9.1 Modules, Apps and Remote Data Access. Subject to availability, certain Modules, Apps or Remote Data Access, as detailed in your Documentation, may be made available to you along with the Software. In some instances, as detailed in the Documentation, this use shall be limited for 12 months or less from the Effective Date (as applicable to the relevant Module). Where this is applicable to you, after the expiry of the relevant period, you will be presented with different options to subscribe to the Module and/or Remote Data Access at the then current subscription price. We will give you reasonable notice of the price to allow you to decide if you would like to subscribe to the Module and/or Remote Data Access. These Modules, Apps and Remote Data Access may require the Customer Data to be uploaded, copied and/or transferred to Sage where it will be stored securely.

4.10 You acknowledge and agree that fixed term/perpetual licences for Sage 50 Accounts are limited to providing support to a maximum number of 10 Users. If you require support for 11 or more Users you will need to purchase a subscription licence to use Sage 50 Accounts.

4.11 Salary and Supplier Payments. Powered by Modulr

4.11.1 Salary and Supplier Payments. Powered by Modulr. is a service that integrates with certain eligible Sage products to offer an integrated payments experience by allowing you to reconcile your payment transactions back to your Sage product. If you have chosen to use Salary and Supplier Payments. Powered by Modulr. with your Sage product, please note that this service is provided to you by Modulr FS Limited, which is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register Reference: 900573) for the issuing of electronic money.

4.11.2 You must agree to the additional terms and conditions set out at Exhibit A if you want to take advantage of Salary and Supplier Payments. Powered by Modulr. Where there is a conflict between this Agreement and the additional terms set out in Exhibit A, those additional terms set out in Exhibit A shall prevail in respect of the conflicting subject matter.

4.12 Credit Hound Express for Sage 50

4.12.1 If you have an active contract with us for Sage Cover Extra and Sage 50 Accounts then you are eligible to subscribe for Credit Hound Express for Sage 50. If you cancel your contract for Sage Cover Extra after subscribing for Credit Hound Express for Sage 50, you will not be able to renew your licence for Credit Hound Express for Sage 50 on its renewal date.

4.12.2 Your licence to use Credit Hound Express for Sage 50 is between you and Draycir Limited only and you must accept this via a 'click-through' process as part of the installation of Credit Hound Express for Sage 50. In the case of conflict between this Agreement and your licence to use Credit Hound Express for Sage 50, this

Agreement takes precedent in relation to your payment obligations, support and the sale of Credit Hound Express for Sage 50 only.

5. Third Party Providers

5.1 With the Software you may receive other software which we do not own (third-party software). You cannot use the third-party software by itself – you can only use it in the course of using the Software. If you do use third-party software, you agree to keep to any licence agreement provided with that third-party software. If there is no licence agreement with that third-party software, this Agreement will apply to how you use that Software. You also agree to keep to any other conditions we impose on using the third-party software.

5.2 The owners of the third-party software keep all relevant rights in their own software and in all copies of it. In particular, if our software comes with a Microsoft® product, to the extent permitted by law, Microsoft® does not make any warranties and/or guarantees to you in respect of its software and it will not be liable to you for any damages, whether direct, indirect, incidental or consequential as a result of the use or installation of its software; and your use of the Microsoft® product is subject to the Microsoft® software licence agreement that we (or your supplier) provided to you or which Microsoft® has generally made available to users of that Microsoft® product (which forms part of this Agreement).

5.3 Some features of the Software rely on or provide access to technology or information not provided by us (third party technology and information), including but not limited to HM Revenue & Customs or where applicable, Revenue Irish Tax & Customs website. Except where clause 13.3 applies, we are not responsible for any problem with any third-party technology and information and will not be liable for those problems. If you access any third party technology or information you also agree to the terms and conditions of the third party which relate to such access.

5.4 Some features of the Solution (which can be disabled in the Solution settings at any time) may require us to share Customer Data with a third party. We will only do this if you have subscribed to that feature (either expressly or automatically as applicable), if we have told you about it and if we have an appropriate agreement in place with that third party.

5.5 You can register an interest in various third party products and services with us. If you do, we can either refer you to the relevant third party provider so that you can purchase that product / service directly from the third party or, in relation to some products and / or services, you may be able to purchase those products and / or services directly from us. In either case, your licence to use the third party product / service, and the terms and conditions for any associated services, are between the relevant third party and you only.

6. Your Obligations

You agree to:

6.1 pay the applicable fees when due at the times we agreed when you bought your licence to use the Software, a specific Module, Salary and Supplier Payments. Powered by Modulr or Credit Hound Express for Sage 50;

6.2 provide us with:

6.2.1 all necessary co-operation in relation to this Agreement; and

6.2.2 all necessary access to such information as we may reasonably require in order to provide the Software,

- including but not limited to Customer Data, security access information and configuration services;
- 6.3 comply with all applicable laws and regulations in respect of your activities under this Agreement;
- 6.4 carry out all your obligations under this Agreement in a timely and efficient manner. We will not be responsible for any delay in the provision of the Software as a result of any third party act or omission;
- 6.5 ensure that the Users use the Software in accordance with this Agreement and you will be responsible for any User's breach of this Agreement;
- 6.6 notify us in writing of any defect or alleged defect in the Software within five days of the date you become aware of it; and
- 6.7 ensure that your network and systems comply with the systems requirements publicised by us from time to time.

7. Our Obligations and Guarantees

1.1 We warrant that for 45 days from the Effective Date the Software will perform substantially in accordance with the Documentation and with reasonable care and skill, provided that you use the Software in accordance with this Agreement and the Documentation. If you write to tell us within that time frame that the Software does not comply with this warranty and this affects how you can use the Software (and our checks verify this) we will either provide replacement software to correct the problem or refund to you (or your supplier) the fee you paid for the Software and this Agreement will terminate with immediate effect.

7.2 DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING THOSE: (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; OR (IV) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES AND OUR LICENSORS DO NOT REPRESENT, NOR DO WE WARRANT, GUARANTEE OR UNDERTAKE THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOFTWARE IS FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, OR THAT THE SOFTWARE, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY ISSUES WITH THE SOFTWARE THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD-PARTY, AND YOU ACCEPT THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SOFTWARE MEETS YOUR REQUIREMENTS.

7 Data Protection

8.1 Each party will abide by the terms of the Data Protection Addendum.

9. Proprietary Rights

9.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Software and the Documentation. Except as expressly stated, this Agreement does not grant to you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software or the Documentation.

9.2 We own the rights in our Software and any related logos. Other owners own the rights in the third-party software and their logos. By giving you the licence, we do not give you ownership of any of those rights or logos, and the rights you have to use the Software, the third-party software, and any related logos, are as described in this Agreement and any other relevant document.

10 Technical support and replacement software

10.1 Technical support

10.1.1 If specified in the Documentation and subject always to clause 10.1.3, for no extra charge we will give you technical support covering problems you may have using the Software (you will need to be based in the United Kingdom unless we tell you otherwise when you buy your licence to use the Software). We will provide this support from the date you are first given an activation code for the current version of the Software for the period set out in the Documentation. The technical support will automatically stop at the end of the free period. If you require technical support to continue then you can ask us (or your supplier) to provide further technical support under a separate contract, which may be subject to payment of fees.

10.1.2 We will tell you whether you will be entitled to any free support before you upgrade your Software to a newer or advanced version.

10.1.3 We only provide support for current versions of the Software and one (1) version immediately preceding the current version of the Software. Your licence allows you to install and access older unsupported versions of the Software and you must have a valid licence to do this. Where we stop supporting an older version of the Software, you may continue to access it, but we will not provide you with any support and some functionality may not work with unsupported versions. Accordingly, any continued use of an unsupported version of the Software will be solely at your own risk. Where you access previous versions of the Software, you must ensure that the total number of Users accessing those versions do not exceed the maximum number of Users under your licence to use the current version of the Software.

10.2 Replacement software. If we provide software which replaces all or part of the Software, the licence described in clause 2 will cover you to use it, from the date you first use the replacement software. To allow a smooth changeover to the replacement software, you may continue to use both the Software and the replacement software for three months, then the licence to use the original Software will expire and clause 15 (*Effect of Termination*) will apply to the original Software.

10.3 We may stop providing technical support or replacement software at any time, though we will give you a reasonable amount of notice. This will not affect your licence to use the Software.

10.4 If you have purchased a licence to use the Software for a specified period of time, we reserve the right to discontinue the provision of support and/or maintenance of the Software (or any version of it) at any time and to also provide to you (in substitution of the Software) replacement software which fulfils the same or similar functions.

11 Confidentiality

11.1 Both parties may have access to Confidential Information from the other in order to perform obligations under this Agreement. Confidential Information will not be deemed to include information that:

- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 11.1.2 was in your or our lawful possession before the disclosure;
- 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 11.1.4 is independently developed by the receiving party and which can be proven by written evidence; or
- 11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Both parties will hold the other's Confidential Information in confidence and, unless required by law, will not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

11.3 Both parties will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.4 This clause 11 will survive termination of this Agreement, however arising.

12 Indemnity

12.1 You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Software, provided that:

- 12.1.1 we give you prompt notice of any such claim;
- 12.1.2 we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
- 12.1.3 you are given sole authority to defend or settle the claim.

12.2 We will defend you, your officers, directors and employees against any claim that the Software infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and will indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:

- 12.2.1 you give us prompt notice of any such claim;
- 12.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
- 12.2.3 we are given sole authority to defend or settle the claim.

12.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on reasonable notice to you without any additional liability or

obligation to pay liquidated damages or other additional costs to you.

12.4 In no event will we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:

- 12.4.1 a modification of the Software by anyone other than us; or
- 12.4.2 your use of the Software in a manner contrary to the instructions given to you by us; or
- 12.4.3 your use of the Software after notice of the alleged or actual infringement from us or any appropriate authority.

12.5 The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13 Limitation of Liability

13.1 This clause 13 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:

- 13.1.1 arising under or in connection with this Agreement;
- 13.1.2 in respect of any use made by you of the Software and Documentation or any part of them; and
- 13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2 Except as expressly and specifically provided in this Agreement:

- 13.2.1 you assume sole responsibility for results obtained from the use of the Software by you, and for conclusions drawn from such use; and
- 13.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

13.3 Nothing in this Agreement excludes our liability for:

- 13.3.1 death or personal injury caused by our negligence;
- 13.3.2 fraud or fraudulent misrepresentation; or
- 13.3.3 any other matter we cannot limit or exclude under applicable law.

13.4 Subject to clause 13.2 and clause 13.3:

- 13.4.1 we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
 - 13.4.1.1 any loss of profits, loss of business, lost working time, depletion of goodwill, and/or similar losses or loss or corruption of data or information, or pure economic loss; or
 - 13.4.1.2 any special, indirect, incidental or consequential loss, costs, damages, charges or expenses however arising under this Agreement including without limitation fines or penalties levied by any relevant authority or claims from third parties; and
- 13.4.2 our total aggregate liability in contract (including in respect of the indemnity at clause 12), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to:
 - 13.4.2.1 125% of the value of the fees you paid for the licence to use the Software where you purchased a licence for a perpetual licence period; or

- 13.4.2.2 125% of the value of the fees you paid in the 12 last months for the licence to use the Software where you purchased a licence to use the Software for a specified period.
- 13.5 You agree that the limitations set out in this clause 13 and restrictions in this Agreement are reasonable because they reflect the fact that:
 - 13.5.1 we cannot control how and for what purpose you use our Software;
 - 13.5.2 we have not developed the Software specifically for you; and
 - 13.5.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Software.
- 13.6 If you believe you could experience anything that we have told you we will not be responsible for we recommend you consider obtaining insurance cover.

14. Term and Termination

- 14.1 You may use the Software for the Licence Period. You will not be allowed to use the Software after the Licence Period ends unless we extend your right to use it. The way we extend your right to use the Software will depend on the Software you are using. We (or your supplier) will tell you how to extend your right to use the Software in each case.
- 14.2 You may end this Agreement at any time by writing to tell us and once acknowledged by us, the Agreement may end. Such termination will mean all sums owed to us become immediately due and you will not be entitled to any refund. If you are paying for technical support or any other service from us and you want to end that service, you should read the terms for that support or service to find out how to stop that particular service.
- 14.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement immediately without liability to the other if:
 - 14.3.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 14.3.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - 14.3.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; or
 - 14.3.4 a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - 14.3.5 the other party makes any arrangement or composition with its creditors, or makes an

- application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 14.3.6 the other party ceases, or threatens to cease, to trade; or
- 14.3.7 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 14.4 If you have purchased a licence to use the Software for a specified period of time, rather than a perpetual licence period, we may end this Agreement by giving you thirty days written notice at any time. If we do, we will refund an amount being the proportion of the unexpired period of the term of this Agreement.

15 Effect of Termination

- 15.1 No matter how this Agreement ends, the information you store in the Software remains your information and you can remove it from the Software before the end of the Agreement. If you don't, this will not prevent this Agreement from ending. In those circumstances, we do not have to remove your information from the Software or help you to do so.
- 15.2 On termination of this Agreement for any reason:
 - 15.2.1 all licences granted under this Agreement will immediately terminate and you will uninstall the Software and cease use of the Software. If requested by us, and where the customer or partner still has a physical copy of the Software, you shall return all copies of the Software and certify in writing your compliance with this clause 15;
 - 15.2.2 each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 15.2.3 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.

16 General terms

- 16.1 If you have bought a licence for a number of our software products under this Agreement, the extent of your rights to use each software product may be different depending upon your choice of software and the fees you pay. We will tell you the extent of your licence for each individual software product at the time you buy your licence and the terms of this Agreement will apply to that individual software product as appropriate.
- 16.2 From time to time we may change this Agreement by telling you that we have changed it. If you do not agree with those changes, please contact us as soon as possible. If you buy any other product or service relating to the Software from us or your software supplier, after we have told you that we have changed this Agreement, we will consider you to have accepted those changes.
- 16.3 If we quote you a price (on our website or by telephone) for any of our products or services, that price will be confirmed when we issue our invoice.
- 16.4 In this Agreement, where we say 'we have told you', we mean that we have confirmed this in writing to you (for example on your invoice).
- 16.5 Any supplier or business partner you buy the licence from does not have any authority or right to enter into any contract or provide any guarantee on our behalf. These organisations are 'independent' third parties (by this we mean they are not part of our business) and we are not responsible for any changes these

- organisations have made to the Software or for anything they do or fail to do.
- 16.6 If you use the Software outside of the United Kingdom or the Republic of Ireland you need to make sure that you comply with any applicable legal requirements.
- 16.7 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.
- 16.8 If you or we fail to, or delay in, exercising any rights under this Agreement, that will not mean that those rights cannot be exercised in the future.
- 16.9 This Agreement is the entire agreement between you and us for you using the Software, free technical support, online training and business information, and replaces all documents, information and other communications (whether spoken or written) between us for such use. The paper licence agreement that accompanies the Software (if any) takes priority over the terms of the licence agreement displayed in the Software and that shown on our website.
- 16.10 This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. You cannot transfer the Software (including this Agreement) to any other person or organisation. For example, you cannot sell it if you no longer want to use it, and if you become insolvent, an insolvency practitioner may not pass on the Software as part of your business assets.
- 16.11 We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this Agreement at any time without your consent.
- 16.12 This Agreement applies to the Software you bought the licence for. If you buy a licence from us for other software at a different time, then the software licence agreement that we give you with that software will apply to your use of that software. If you upgrade your Software (for example by purchasing a licence for a new or advanced version of the Software), then the software licence agreement we give you at that time will replace this software licence agreement for your continued use of the Software.
- 16.13 If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this Agreement because of those circumstances, for as long as those circumstances continue. For the purposes of this Agreement you agree that a cyber-attack or breach of cyber security is beyond our reasonable control, subject to us being able to demonstrate that we acted in accordance with what would be reasonably considered to be best practice by a business accountancy and payroll software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security.
- 16.14 This Agreement is personal to you and us and no third party shall have any right to enforce the terms of this Agreement or be entitled to obtain any benefit under it, except that the owners of third-party software can benefit from clauses 2, 3, 5 and 13 and any other part of this Agreement that applies to third-party software. This means that only you, we and the owners of any third-party software can benefit from the rights set out in this Agreement. However, you and we can end this Agreement or change any term of it (if we both agree to this in writing) without permission from the owner of the third-party software.
- 16.15 If you purchased your licence to use the Software in the United Kingdom then this Agreement is governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this Agreement. If you purchased your licence to use the Software in the Republic of Ireland then this Agreement is governed by the laws of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this Agreement.

PART B – SUBSCRIPTION LICENCE TERMS AND CONDITIONS FOR THE SAGE ACCOUNTS AND/OR SAGE PAYROLL

Your subscription to Sage 50 Accounts² and/or Sage 50 Payroll (the “Core Product”) is subject to these Terms and Conditions and our Privacy Notice (as updated by us from time to time) which form a legally binding contract between you and us.

Some Core Products are available on subscription with differing levels of support. For example you can subscribe to Sage 50 Accounts without support, with online support only or with Sage Cover Extra. If you have purchased an annual contract for Sage Cover for use with a fixed term/perpetual licence, this Sage Cover contract is non-transferable and to obtain support for your Core Product you must purchase a support inclusive subscription. The terms and conditions of support for your Core Product are also set out in this Agreement.

To enhance your Core Product we offer optional and inclusive modules and various optional additional products and services (some of which are provided by third parties) that you can subscribe for at any time. This Agreement also includes the terms and conditions governing your use of these modules, products and services.

You should read this Agreement carefully in full before installing, accessing or using our Solution (as defined below). 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 install, access or use any of the Solution. If you don't accept this Agreement, you should contact us or the Sage Partner you purchased your subscription from immediately and not install, access or use the Solution in any way. Please note, unless otherwise specified by us in writing, you cannot use the Solution for a trial period and no refund or cooling-off period applies. We may undertake credit checks when you apply for a subscription to a Solution and any orders processed are subject to satisfactory credit status.

We may update this Agreement at any time, the most recent versions can be accessed on the Legal Pages of our Website. We will make reasonable efforts to communicate any changes to you via a notification in the Solution or 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 Solution. If we make a change that's materially detrimental to you, you may terminate this Agreement and we will reimburse any prepaid Subscription Fees as at the date of termination.

1. Definitions

- 1.1. In this Agreement, these words have the following meanings:
- “24 Month Subscription Customer” - means a customer who subscribes to the Core Product on a 24 month recurring basis in accordance with clause 2.1.3;
 - “36 Month Subscription Customer” - means a customer who subscribes to the Core Product on a 36 month recurring basis in accordance with clause 2.1.4;
 - “Agreement” - means these terms and conditions, the exhibits, appendices, annexes, schedules, and attachments (if any), the Data Protection Addendum, and any other documentation or

terms and conditions referred to within any of them as amended or varied from time to time, by written notice;

“Advice Modules” - means any or all of the following Sage 50 Accounts modules: HR Advice Module, the H&S Advice Module and Excel Support (and such other advice modules as we may add from time to time);

“Annual Subscription Customer” - means a customer who subscribes to the Core Product on an annual recurring basis in accordance with clause 2.1.2;

“Apps” - means the specific applications devised for use with Sage 50 Accounts on mobile devices in accordance with the relevant Application Licence Terms such as Sage 50 Accounts Tracker and Sage 50 Accounts Mobile Sales which are available only with Remote Data Access;

“Application Licence Terms” - means the specific terms governing the use of any App developed for Sage 50 Accounts;

“Bank Feed Terms” - the Sage Bank Feeds Service Terms posted on <https://www.sage.com/~media/group/files/Products/sage-bank-feeds-service-terms.pdf> (or such other URL as notified to you) as amended from time to time;

“Business Day” - means any day which is not a Saturday, Sunday or Public Holiday in England;

“Confidential Information” - means information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 13 including without limitation Customer Data;

“Credit Hound Express for Sage 50” - means the optional additional product provided by Draycir Limited that you may subscribe to from us subject to payment of an additional Subscription Fee;

“Customer Data” - means the data, information or material provided, inputted, or submitted by you or on your behalf into the Services, or shared with Sage by any means, which may include data relating to Users, your customers, suppliers, contacts, employees or other third parties. When you input data into the Services, we don't own it or control it;

“Data Controller” - has the meaning of controller as set out in the GDPR;

“Data Processor” - has the meaning of processor as set out in the GDPR;

“Data Protection Addendum” - means the data protection addendum available at <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/> as may be amended from time to time which, together with this agreement, comprise the Agreement and form your instructions to us as Data Processor;

“Data Protection Laws” - means all applicable UK and EU laws and regulations governing the use or processing of Personal Data, including the General Data Protection Regulation (EU) 2016/679 and member state laws, the UKGDPR, the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time;

“Documentation” - means the documentation and information made available to you by us (for example our invoices and information on our Website) or a Sage Partner from time to time which describe the Solution, Subscription Fees, Modules, payment and user instructions but excludes marketing literature;

² Note: Sage Instant Accounts was renamed as Sage 50 Accounts Essentials with the launch of the latest version on 1 February 2016. This Agreement continues to apply to users of this product line.

“Effective Date” - means the date we or the Sage Partner accepts your order for the Solution or a Module;

“GDPR” - means the UK and EU General Data Protection Regulation, as applicable;

“Inclusive Payslips” - means the number of payslips included within your subscription as determined by the level of Sage 50 Payroll software you have subscribed to;

“Module” - means packages (including Apps) that you may subscribe for and use alongside a Core Product subject to payment of an additional fee, or mandatory packages which may be made available to you to use alongside the Core Product and that may or may not be provided by a third party, in either event in accordance with these terms or specific Application Licence Terms including without limitation the following product options: Sage 50 Accounts CIS, Sage 50 Payroll Pensions Module, Sage 50 Accounts Foreign Trader, Payroll Payslip Module and, in respect of subscriptions to the Solution taken out in the UK service options: H&S Advice Professional, H&S Advice Professional and Excel Support;

“Monthly Subscription Customer” - means a customer who subscribes to the Core Product on a monthly subscription basis in accordance with clause 2.1.1 or 2.2;

“Payslip Module” - means either (i) the Sage 50 Payroll subscription module currently known as “Sage Automated Payslips” which will link with your Sage 50 Payroll Software to provide you with the functionality to input payslip information and have PAYE documentation (such as P45s and P60s) generated (details of options and functionality available on the Website) on your behalf; or (ii) the Sage 50 Payroll subscription module currently known as “Sage Online Payslips” available from 19 August 2016 which provides you with different functionality to that in (i) and which is not included automatically in your subscription; both are more particularly described in our Documentation and in clause 3.4 below;

“Personal Data” - means any information relating to an identified or identifiable natural person;

“Privacy Notice” - means Sage’s privacy notice posted on www.sage.com (or such other URL as Sage may notify to you) and which may be amended and updated by Sage from time to time our privacy notice accessible via our Website. It is your responsibility to check for updates to the Privacy Notice but we will notify you of any significant changes;

“Processing” - means any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and “Process”, “Processed” and “Processes” shall be construed accordingly;

“Product” - means the Core Product including any Updates or Upgrades issued by us during the term of this Agreement, the Modules, Salary and Supplier Payments. Powered by Modulr, Credit Hound Express for Sage 50 and Remote Data Access;

“Sage Partner” - means any accredited partner or Sage approved reseller, distributor or dealer from whom you may purchase the Solution;

“Sage Remote Data Access” and/or **“Remote Data Access”** (formerly known as Sage Drive) means the Sage 50 Accounts technology enabler will provide functionality whereby you and other nominated persons are able to share online access to your Sage 50 Accounts data in a secure environment;

“Salary and Supplier Payments. Powered by Modulr” - means the optional additional product provided by Modulr FS Limited, that you may subscribe to from us, subject to the payment of an additional Subscription Fee;

“Services” references to “Services” include as applicable any “Apps”, “Cloud Solution Services”, “Development”, “Module”, “Product”, “Product Improvement”, “Program”, “Service”, “Software”, “Solution” or “Support” as defined in the Agreement and references to our “website” include as applicable any “Website” defined in the Agreement or hosted by Sage;

“Service Tier” - means the relevant Sage 50 Accounts subscription service subscribed to by you being either: (i) Sage 50 Accounts Subscription Product Only; (ii) Sage 50 Accounts Subscription-Online Support, or (iii) Sage 50 Accounts Subscription with Sage Cover Extra (collectively, the “**Service Tiers**”) there are no tier options for Sage 50 Payroll or Sage 50 Accounts Essentials subscriptions and service is provided as set out in the Documentation for these products;

“Solution” - means the provision by us to you of the Product and Support on a subscription basis as described in the Documentation;

“Subscription Fees” - means the subscription fees payable by you to us at the agreed intervals for the Solution as set out in the Documentation;

“Supervisory Authority” - means an independent public authority which is established under applicable UK or Member State law and which concerns itself with the Processing of Personal Data;

“Support” - means the level of product support package provided by us and selected by you, as described in the Documentation being either “Online Support” or “Sage Cover Extra” as applicable;

“Third Party Software” - means software which we do not own;

“User Parameters” - means the restrictions on use of the Product as set out in clause 4;

“Updates” - means a permanent fix to a known problem in the Product or due to a change to legislation released by us from time to time;

“Upgrades” - means a major revision to the Product which adds new or different functions or capabilities released by us from time to time;

“Users” - an individual who is authorised to use the Service, for whom you have purchased a subscription, and who has been supplied with a user identification and password by you (or by Sage at your request) and may include your employees, agents, contractors and advisers that are permitted to access the Solution and (for whom you assume primary liability for) and you shall ensure that you take all necessary and reasonable steps to monitor their usage and ensure they do not take, maintain or use unauthorised copies of your data extractable from the Product;

“Website” - means www.sage.com;

“us” “we” “our” and/or **“Sage”** means Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: C23 - 5 & 6 Cobalt Park Way, Cobalt Park, Newcastle Upon Tyne, United Kingdom, NE28 9EJ) if you subscribe in the UK; or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: Number One Central Park Leopardstown, Dublin 18, Ireland) if you subscribe to the Solution in the Republic of Ireland; and **“you”** and **“your”** means the customer who subscribes for the Solution.

1.2 A reference to a statute, statutory provision or subordinate legislation in this Agreement is a reference to it as it is 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. Words of a technical nature which are not defined in this Agreement shall be construed in accordance with the relevant general usage in the computer software industry in the United Kingdom.

2. Term

2.1. You can choose to subscribe to the Core Product and Service Tier on:

- 2.1.1. a monthly basis in which case your subscription commences on the Effective Date and continues for that calendar month and automatically renews without notice for each successive calendar month thereafter unless and until terminated in accordance with this Agreement; or
 - 2.1.2. an annual basis in which case your subscription commences on the Effective Date and continues for that calendar month and the following 12 calendar months (unless your Effective Date is the 1st calendar day of a month in which case your subscription continues for 12 calendar months only) and automatically renews without notice for each successive 12 calendar month period thereafter unless and until terminated in accordance with this Agreement; or
 - 2.1.3. a 24 month basis in which case your subscription commences on the Effective Date and continues for that calendar month and the following 24 calendar months (unless your Effective Date is the 1st calendar day of a month in which case your subscription continues for 24 calendar months only) and automatically renews without notice for each successive 24 calendar month period thereafter unless and until terminated in accordance with this Agreement; or
 - 2.1.4. a 36 month basis in which case your subscription commences on the Effective Date and continues for that calendar month and the following 36 calendar months (unless your Effective Date is the 1st calendar day of a month in which case your subscription continues for 36 calendar months only) and automatically renews without notice for each successive 36 calendar month period thereafter unless and until terminated in accordance with this Agreement.
- 2.2. Customers who purchased a Core Product subscription prior to 13 January 2014 subscribed to a monthly subscription plan with an initial fixed term period of 12 calendar months. For the purposes of this Agreement your initial fixed term period has now lapsed and you are a Monthly Subscription Customer.
- 2.3. Except for those Modules which are inclusive and provided to you automatically as part of your Core Product subscription (such as the Payslip Module), you may subscribe to a Module, Salary and Supplier Payments. Powered by Modulr or Credit Hound Express for Sage 50 at any time directly with us (certain Modules can be purchased or obtained through Sage Partners but payment must be made directly to us) provided that you have an active subscription for the relevant Core Product. Your subscription for that Module, Salary and Supplier Payments. Powered by Modulr or Credit Hound Express for Sage 50 commences on the Effective Date and continues for that calendar month and automatically renews without notice for each successive calendar month

thereafter unless and until terminated in accordance with this Agreement. If you terminate your subscription to a Module, Salary and Supplier Payments. Powered by Modulr or Credit Hound Express for Sage 50 it will not affect your Core Product subscription. If you terminate your subscription for a Core Product this will automatically terminate your subscription for any Modules, Salary and Supplier Payments. Powered by Modulr and Credit Hound Express for Sage 50 you have also subscribed for that relate to that Core Product with effect from the termination date of your Core Product.

3. The Core Product, Modules and Additional Products and Services

3.1. The Product

3.1.1 As part of your subscription, we grant a non-exclusive licence to you to use the object code of the Product in accordance with this Agreement and the Documentation. To use the Product you must activate it by using an 'activation code'. We or your Sage Partner will provide this to you following receipt of registration information from you. You must ensure that when the Product is in use, the machine on which it is installed or accessed via is connected to the internet. Your subscription includes onboarding support in the first few weeks, which will be provided by a series of feature focused emails. You'll also have access to our general support resources including knowledgebases, Live Q&A, learning sites, communities and direct support.

3.1.2 You must not:

- 3.1.2.1 change the Product, take it apart or permit others to do so without our permission;
- 3.1.2.2 copy any part of the Product or allow anyone else to, except for making one back-up copy of it (which we encourage you to do). We permit a back-up copy to be used on a computer if your original copy is no longer available. This clause 3.1.2.2 does not limit, however, your ability to take multiple copies of your Customer Data (and again we encourage you to do this); or
- 3.1.2.3 use the Solution to help you develop your own software.

3.1.3 You agree to:

- 3.1.3.1 use the Product strictly in accordance with this Agreement; and
- 3.1.3.2 promptly install any Updates we may issue to you.

3.1.4 If you use the Product outside of the UK you need to make sure you comply with any applicable legal and legislative requirements.

3.1.5 The Product may include a feature which you can enable to automatically check our Website for Updates and to apply them to the Product. You can configure this feature to suit your preferences. If you use it, certain information excluding Customer Data will be collected and recorded by us from your system, such as what operating systems you utilise. This will be collected and used in accordance with the Privacy Notice.

3.1.6 If we have agreed in the Documentation, you can load and use the Product on a computer network provided

that you do so in accordance with this Agreement. Doing this may affect the performance of the Product. If you use the Product on a network which is not a local area network (a network of computers linked by private connections) there is a risk that the Product will not perform as intended, we may not be able to provide Support to you in those circumstances and, accordingly, clause 9.1 will not apply.

3.1.7 You are permitted to use the Product with a mobile device, however, it is likely that you will need a further software application (commonly referred to as an “App”) to do so, for which you may incur additional fees. When using the Product with a mobile device you must continue to adhere to this Agreement and any Application Licence Terms, which will take priority over these Terms and Conditions. If the App is not accompanied by terms and conditions, this Agreement will also apply to your use of the app.

3.1.8 The Product may include technology that enables us to:

3.1.8.1 ensure no more than the specified number of Users can use the Product at any one time;

3.1.8.2 check specific information directly relevant to your use of the Product contained in your computer against our records to make sure the Product is being used in accordance with this Agreement and to troubleshoot any problems;

3.1.8.3 collect information about how you and your Users use the functions of the features of the Product;

3.1.8.4 gather statistical information about the operating system and environment on which the Product is installed;

By accepting this Agreement you are giving us your informed consent to use this information in accordance with our Data Protection Addendum and Privacy Notice.

3.2 Remote Data Access

3.2.1 Subject to its availability, Remote Data Access will be provided along with your subscription to Sage 50 Accounts for a period of 12 months from the Effective Date, after that time you will be given the option to subscribe to Remote Data Access at the then current subscription price, we will give you reasonable notice of the price to allow you to decide if you would like to upgrade your subscription to include Remote Data Access. Should you choose to subscribe to Remote Data Access, these terms and conditions (or the then current Subscription Licence) shall govern your use of the Solution.

3.2.2 We may from time to time, limit the amount of data which can be shared, made available or stored using Remote Data Access at any one time, this will always be subject to a reasonable period of notice and in accordance with any fair usage policy we may implement at any time.

3.2.3 If you subscribe to Remote Data Access, in addition to your obligations in clause 8.5, for each User you invite to join Remote Data Access (up to a maximum of 25 if you subscribe to Sage 50 Accounts or, a maximum of

3 if you subscribe to Sage 50 Accounts Essentials), you are responsible for notifying them:

3.2.3.1 of the maximum amount of data storage available to them at any one time;

3.2.3.2 that the content of any files must not and will not result in any injury, damage or harm to us or to any third party (including without limitation defamation or breach of confidentiality) and that the content does not (and will not) contain anything which is unlawful, obscene, indecent or immoral or promotes illegal or unlawful activities;

3.2.3.3 that on termination by you of your relationship with the User, all Remote Data Access data will not be accessible after the date of termination and that it is the responsibility of you or the User (as directed by you) to make a back-up copy of that data;

3.2.3.4 that, if appropriate, they must treat the shared information as confidential and where applicable comply with all Data Protection Laws; and

3.2.3.5 of the sign in and security requirements, in respect of the creation of a unique Sage identity number. For security purposes, we will use our reasonable endeavours to ensure that any data you share via Remote Data Access is encrypted and you agree that you will keep all passwords and other security information that we may provide to you safe and secure and protected from any unauthorised access or disclosure. You acknowledge and agree that the use of encryption technologies may affect our ability to check your data for viruses or other malicious code and you will at all times be responsible for ensuring that you have appropriate controls in place to protect your data from such viruses or other malicious code.

3.3 Modules

In addition to Remote Data Access (as described in clause 3.2 above), certain Modules (subject to availability), as detailed in your Documentation, may be made available to you for 12 months or less from the Effective Date (as applicable to the relevant Module) as provided in the Documentation, in all cases, after the expiry of the relevant period, you will be presented with different options to subscribe to the Module at the then current subscription price. We will give you reasonable notice of the price to allow you to decide if you would like to upgrade your subscription to include the Module. These Modules, Apps and

Remote Data Access may require the Customer Data to be uploaded, copied and/or transferred to Sage where it will be stored securely. Should you choose to subscribe to the Module, these terms or the then current Subscription Licence shall govern your use of the Solution. Please note that this does not apply to the Payslip Module. If you have been receiving the Payslip Module on an optional basis prior to 2 February 2015 (or such other date as we may notify you or specify on our Website), the Payslip Module will be included automatically in your Monthly Subscription in accordance with clause 3.4 below.

- 3.4 Payslip Module
- 3.4.1 The terms outlined in this clause 3.4 shall apply to your use of the Payslip Module in addition to both the provisions of these terms and conditions and any specific restrictions or requirements outlined in the Documentation.
- 3.4.2 The Payslip Module is included automatically in your Monthly Subscription for Sage 50 Payroll Software. The number of payslips included within your subscription will be determined by the Sage 50 Payroll Software you have selected (the "Inclusive Payslips").
- 3.4.3 The Documentation will detail the level of functionality which will apply to you for your use of the Payslip Module, this will outline the nature of the service and the number of Inclusive Payslips you are entitled to receive for the Subscription Fee. Should you request or require payslips in addition to the Inclusive Payslips you will be charged an additional sum. The additional sum which will be payable will be as detailed in your Documentation, at the time that you submit a request for payslips it may not be obvious that you will exceed your Inclusive Payslips and that an additional charge will be made. It is your responsibility to track how many payslips you require against your Inclusive Payslips.
- 3.4.4 If you do exceed your Inclusive Payslips amount and an additional sum is payable this will be shown on your invoice and taken by direct debit the month after the additional sums are incurred.
- 3.4.5 The Payslip Module will use information from your Sage 50 Payroll account to generate the PAYE documentation, Sage will have no liability for any errors or failures arising as a result of or in respect of the information used to generate the PAYE documentation, such as lost or corrupted data or delivery errors, as the Customer Data will have been inputted by you or someone using your account, you must therefore ensure that all Customer Data is correct and backed up daily.
- 3.4.6 The Payslip Module will use Customer Data to generate and, if applicable, deliver the PAYE documentation. It is your responsibility to ensure that your use of the Payslip Module is in compliance with the Data Protection Laws.
- 3.4.7 If you wish to cancel your subscription to the Payslip Module, the Customer Data will remain available to you for a period of ninety (90) days from your cancellation of the subscription. Please note that you will not be able to cancel your subscription to the Payslip Module.
- 3.4.9 If you are an existing customer prior to 19 August 2016 and as part of your use of the Payslip Module you have

elected to have the PAYE documentation posted to either an employee's home address or your business address, the PAYE documentation will be carried by Royal Mail. You acknowledge and agree that we have no control over Royal Mail and shall have no liability in the event of any loss, damage, delay in or failure to deliver any PAYE documentation. Please note that if you did not elect for this prior to 19 August, you will no longer be able to do so from 19 August.

- 3.4.10 The Subscription Fee for the Payslip Module will depend upon the options you select and will be as displayed in the Documentation from time to time, this is exclusive of postal charges (if any) and we reserve the right to amend the Subscription Fee to reflect increased postal charges at any time. Should postal charges increase we will notify you as soon as reasonably practicable.
- 3.4.11 If prior to 19 August 2016 you elected to have PAYE documentation printed via the Payslip Module, you will also obtain an electronic copy of the PAYE documentation. This is available at an extra charge detailed on the Website.
- 3.4.12 The Payslip Module is provided to you via a weblink in Sage 50 Payroll and we make no guarantee that it will be available, uninterrupted or error free; we will not be responsible or liable for any consequences of you being unable to use (in whole or in part) the Payslip Module for any reason.
- 3.4.13 We will take reasonable steps to make sure that the Payslip Module is free from viruses or other harmful technology but we cannot guarantee this. We recommend that you use your own virus-protection software as we will not be responsible for any loss or damage caused by any viruses or other harmful technology that may infect your computer systems, data or other material owned by you.
- 3.4.14 We cannot guarantee that the Payslip Module will be compatible with your web browser or computer set-up or that your access to the Payslip Module will be uninterrupted or error free (this may be beyond our control).
- 3.4.15 From time to time we may temporarily suspend access to the Payslip Module, for maintenance, repairs or other reasons. We will try to do this outside normal business hours and provide advance notice but this might not always be possible.

3.6 Online Timesheets

- 3.5.1 The terms outlined in this clause 3.5 shall apply to your use of the Online Timesheets Module in addition to both these terms and conditions and any specific restrictions or requirements outlined in the Documentation.
- 3.5.2 Online Timesheets is not included automatically in your Monthly Subscription and must be purchased separately to the Payslip Module, however in order to access the Online Timesheets, you must also have registered access to the Payslip Module at all times.
- 3.5.3 The Documentation will detail the level of functionality which will apply to you for your use of the Online Timesheets, this will outline the nature of the service and the number of inclusive timesheets included within your subscription ("Inclusive Timesheets"). Should you require additional

timesheets in addition to the Inclusive Timesheets you will be charged an additional sum.

3.5.4 If you do exceed your Inclusive Timesheets amount and an additional sum is payable this will be shown on your invoice and taken by direct debit the month after the additional sums are incurred.

3.5.5 Online Timesheets will use information from your Sage 50 Payroll account to enable your Users generate the timesheets, Sage will have no liability for any errors or failures arising as a result of or in respect of the information used to generate the timesheets, such as lost or corrupted data or delivery errors, as the Customer Data will have been inputted by you or someone using your account, you must therefore ensure that all Customer Data is correct and backed up daily.

3.5.6 Online Timesheets will use Customer Data to enable your Users to generate the timesheets. It is your responsibility to ensure that your use of Online Timesheets is in compliance with the Data Protection Laws.

3.5.7 If you cancel your subscription to the Online Timesheets Module, the Customer Data will no longer be available to you after cancellation and you must ensure that all Customer Data is backed up prior to cancellation.

3.5.8 The Subscription Fee for the Online Timesheets Module will depend upon the options you select and will be as displayed in the Documentation from time to time.

3.5.9 Online Timesheets is provided to you via a weblink in Sage 50 Payroll and we make no guarantee that it will be available, uninterrupted or error free; we will not be responsible or liable for any consequences of you being unable to use (in whole or in part) the Online Timesheets Module for any reason.

3.5.10 We will take reasonable steps to make sure that the Online Timesheets Module is free from viruses or other harmful technology but we cannot guarantee this. We recommend that you use your own virus-protection software as we will not be responsible for any loss or damage caused by any viruses or other harmful technology that may infect your computer systems, data or other material owned by you.

3.5.11 We cannot guarantee that the Online Timesheets Module will be compatible with your web browser or computer set-up or that your access to Online Timesheets will be uninterrupted or error free (this may be beyond our control).

3.5.12 From time to time we may temporarily suspend access to Online Timesheets, for maintenance, repairs or other reasons. We will try to do this outside normal business hours and provide advance notice but this might not always be possible.

3.6 Salary and Supplier Payments. Powered by Modulr

3.6.1 Salary and Supplier Payments. Powered by Modulr. is a service that integrates with certain eligible Sage products to offer an integrated payments experience by allowing you to reconcile your payment transactions back to your Sage product. If you have chosen to use Salary and Supplier Payments. Powered by Modulr. with your Sage product, please note that this service is provided to you by Modulr FS Limited,

which is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register Reference: 900573) for the issuing of electronic money.

3.6.2 You must agree to the additional terms and conditions set out at Exhibit A if you want to take advantage of Salary and Supplier Payments. Powered by Modulr. Where there is a conflict between this Agreement and the additional terms set out in Exhibit A, those additional terms set out in Exhibit A shall prevail in respect of the conflicting subject matter.

3.7 Credit Hound Express for Sage 50

Your licence to use Credit Hound Express for Sage 50 is between you and Draycir Limited only and you must accept this via a 'click-through' process as part of the installation of Credit Hound Express for Sage 50. In the case of conflict between this Agreement and your licence to use Credit Hound Express for Sage 50, this Agreement takes precedent in relation to your payment obligations, support and the sale of Credit Hound Express for Sage 50 only.

3.8 Bank Feeds

You can import bank feeds into the Solution directly from your existing banking services. The bank feeds service is provided to you by either Sage directly or by third-party bank feed aggregators on behalf of Sage. By taking advantage of the bank feeds service you agree to the Bank Feed Terms. Where the bank feeds service is provided to you by a third-party bank feed aggregator, you will also need to provide your internet banking credentials to the third-party bank feed aggregator to use the bank feeds service. Before you create a bank feed, you must check that your use of the bank feed service does not breach the terms and conditions of your bank or account provider. Where there is a conflict between this Agreement and the Bank Feed Terms, the Bank Feed Terms shall prevail in respect of the conflicting subject matter.

4. **User Parameters and Restrictions**

4.1. The Product must only be used:

4.1.1. for your legitimate internal business purposes with your own information or the demonstration data supplied with the Product (unless we have granted you the additional rights at clause 4.4);

4.1.2. to process the data for the agreed number of employees as set out in the Documentation (by "employee" we mean a person you manage using the software whether or not currently employed by you);

4.1.3. to process data for the specified number of companies as set out in the Documentation (by "company" we mean a single set of your own records and information containing a unique VAT, PAYE or applicable sales tax or income tax reference number); and

4.1.4. for the number of Users (whether named or concurrent) as set out in the Documentation (you must not allow any other person or organisation to use the Product).

4.2. You are responsible for ensuring you have appropriate network capability to access the Product and the security of your networks, operating systems and data within your environments.

4.3. If you have bought a 'single user' licence, only one User can use the Product and you can only install the Product on one computer.

4.4. If you have bought a 'multi user' licence (sometimes call a concurrent user licence in the Documentation) up to the number

- of Users identified in the Documentation can use the Product at any one time.
- 4.5. If we have told you that you can use the Product to provide Solution to others (who are not part of your business) you can do so for up to the number of users, employees and/or companies we (or your Sage Partner) have agreed as set out in the Documentation.
- 4.6. You can increase the number of: Users able to access the Product; companies or employees you use the Product for; at any time which will take effect immediately. A pro-rated charge will be added to the next payment for Monthly Subscription Customers and a monthly charge to each subsequent invoice. For Annual Subscription Customers, 24 Month Subscription Customers or 36 Month Subscription Customers, an invoice will be raised to cover this additional usage for the period from the date of receipt of instructions to increase your subscription to the end of your current contract period.
- 4.7. You can decrease the number of: Users able to access the Product; companies or employees you use the Product for; but we will not reduce the Subscription Fee for: Monthly Subscription Customers until the end of the calendar month following the month in which you request and we agree to such a change; or, Annual Subscription Customers, 24 Month Subscription Customers or 36 Month Subscription Customers until your next payment date provided that this is at least 30 days after we agree to such a change, otherwise this change will not be affected for a further 12 month period.
- 4.8. Restrictions in respect of moving up and down Sage 50 Accounts Service Tiers
If you have a subscription to use a Sage 50 Accounts Service Tier and choose to enhance your subscription to purchase a more expensive subscription (moving up a Service Tier), you may also move back down the Service Tiers by purchasing a less expensive subscription. You may move up and down the Service Tiers without restriction up to 3 times in any period of 12 consecutive months. If you subsequently wish to move up or down the Service Tiers more than 3 times in the same 12 month period (such period to commence with effect upon the date that you first move up or down a Service Tier) it shall be at Sage's sole discretion as to whether you may do so (and for which a reasonable charge may be payable). If we exercise our right to restrict you from moving up or down a Service Tier in accordance with this clause 4.8, you will be required to remain on the current Service Tier for the remainder of the relevant 12 month period.
- 4.9. Restrictions in respect of Advice Modules
If you have a subscription to use a Sage 50 Accounts Service Tier and choose to enhance your subscription by adding an Advice Module, you may also choose to cancel that particular Advice Module at any time subject to the following restrictions. You may add or remove a specific Advice Module without restriction up to 3 times in any period of 12 consecutive months. If you subsequently wish to add or remove a specific Advice Module more than 3 times in the same 12 month period (such period to commence with effect upon the date that you first add or remove an Advice Module) it shall be at Sage's sole discretion as to whether you may do so (and for which a reasonable charge may be payable). If Sage exercises its right to restrict you from adding or removing a specific Advice Module in accordance with this provision, you will be required to continue to subscribe to that specific Advice Module for the remainder of the relevant 12 month period.
- 4.10. Data Repair Restrictions
- 4.10.1. Subject always to clause 4.10.2 below, the only Service Tier which includes the data repair services (as more particularly described in the Documentation) within the monthly subscription fee is Sage 50 Accounts Subscription with Sage Cover Extra. If you wish to use the data repair services and you subscribe to any of the other Service Tiers (namely Sage 50 Accounts Subscription Product Only and Sage 50 Accounts Subscription-Online Support), you will have to pay our then-current charges for those data repair services as set out on our Website from time to time.
- 4.10.2. If you subscribe to Sage 50 Accounts Subscription with Sage Cover Extra you will only be entitled to receive the inclusive data repair services where you have subscribed to (and paid for) that Service Tier for an initial period of thirty (30) days. Prior to the expiry of that initial thirty (30) day period, should you wish to use the data repair service, you will need to pay our then-current charges for that data repair service as set out on our Website from time to time.
- 4.10.3. The restrictions in this clause 4.10 shall also apply to you if you subscribe to Sage 50 Payroll.
- 4.11. Restrictions in respect of Sage 50 Accounts Essentials
You acknowledge and agree that unless we notify you to the contrary, the following restrictions will apply at all times to your use of Sage 50 Accounts Essentials via subscription:
- 4.11.1. the maximum number of Users for Sage 50 Accounts Essentials shall be limited to two;
- 4.11.2. the maximum number of companies to which your subscription to use Sage 50 Accounts Essentials may apply is one;
- 4.11.3. the following Modules are not compatible for use with Sage 50 Accounts Essentials: Sage 50 Accounts CIS and the Sage 50 Accounts Mobile Sales App (for the avoidance of doubt, the Sage 50 Accounts Tracker App shall be available for use with Sage 50 Accounts Essentials upon such terms and conditions as we may specify from time to time); and
- 4.11.4. the Sage Cover support options available for Sage 50 Accounts Essentials shall be limited to product only and telephone support as we may specify on our Website from time to time.
- 5. The Support Services**
- 5.1. As part of your subscription and subject to clause 5.2, we will provide the Support to you in accordance with this Agreement and the Documentation. Support will be accessible during the hours set out in the Documentation and may be given at our discretion by way of telephone, email, web chat, remote assistance and self-help online support or other method. Unless we agree otherwise, Support does not include support or other assistance for any hardware, third party software or other equipment used with your Product.
- 5.2. We only provide Support for current versions of the Software and one (1) version immediately preceding the current version of the Software. Your licence allows you to install and access older unsupported versions of the Software and you must have a valid licence to do this. Where we stop supporting an older version of the Software, you may continue to access it, but we will not provide you with any support and some functionality may not work with unsupported versions. Accordingly, any continued use of an unsupported version of the Software will be solely at your

own risk. Where you access previous versions of the Software, you must ensure that the total number of Users accessing those versions do not exceed the maximum number of Users under your licence to use the current version of the Software.

- 5.3. When you contact us by telephone, we use:
 - 5.3.1. call recording software and may record your call for security and training purposes and for other purposes which help us to provide high quality services, including to keep a record of the Support provided to you; and
 - 5.3.2. caller recognition technology to deal with your call in the most effective way. Please ensure you do not withhold your telephone number if you would like us to prioritise your call in this way.
- 5.4. If we provide you with remote assistance, you agree to accept a software file onto your computer system(s) where necessary to allow us to provide that assistance and you understand that by doing so we will be temporarily able to access and control your computer. You will be able to see everything we can see and you will be able to monitor what we do. At any point whilst we are providing remote assistance you can ask us to stop the sessions and sever the link between our systems and yours.
- 5.5. If we give you the opportunity to participate in our webinars from time to time, you acknowledge we may cancel them or that you may not be able to participate in particular sessions. Webinars rely on internet connectivity so we cannot guarantee that access will be uninterrupted. Accordingly, you agree that we won't be responsible if you are unable to participate in a webinar for any reason.
- 5.6. We will do everything reasonably within our control to ensure that the sections of our Website accessible to you as part of the provision of Support are both free from viruses and available; however, we cannot guarantee either of these things. You should use your own virus-protection software. From time to time we may temporarily stop providing access to our Website for maintenance, repairs or other reasons but where possible we will try to make sure this happens outside of normal business hours. We cannot guarantee that our Website will be compatible with your browser or computer set up or that your access will not be interrupted as this may be beyond our control.
- 5.7. Support may include business information and business advice which is prepared and updated in line with relevant laws and best practice in England and Wales, Scotland and Northern Ireland (unless we advise you otherwise). It is only suitable for use in those countries. However, business information cannot take account of all circumstances, and so cannot provide specific advice (such as how a particular event will affect your legal position). We recommend that you contact the business advice helpline (if you have subscribed to it) and also get your own legal advice if you have any questions about an issue set out in business information. If you sign and use any document forming part of the business information without first calling the business advice helpline (if you have subscribed to it) and getting your own legal advice, you do so entirely at your own risk. If you are re-using any document you have previously used, you should (in addition to calling the business advice helpline (if you have subscribed to it) and getting your own legal advice) check our Website to see if that document or any related material has been updated. When preparing and updating our business information and business advice we will do everything reasonably possible to make sure it is correct and up to date.
- 5.8. We will endeavour to keep a record of all business advice we give to you via the business advice helpline using appropriate

recording technology and by our advisers making notes whilst giving you that advice. We also keep a record of all letters, emails, ask-the-expert responses and email follow-ups to business advice we send to or receive from you, as well as all online activity, including web pages viewed and documents downloaded by you.

- 5.9. Support may include the right for you to receive information and advice about employment issues that may arise from pre-employment through to the end of the employment relationship (employment advice). The supply of employment advice does not include:
 - 5.9.1. advice and guidance about matters arising after the end of the employment relationship; or
 - 5.9.2. acting on your behalf before any court or similar body set up to resolve employment disputes.

If we supply employment advice on a matter that results in a hearing before a court or similar body set up to resolve employment disputes, we can let you have a compliance trail for that matter. We will not prepare any other documents for your use at or before that hearing, but will, if possible, let you have our opinion of the merits of a case on which we have provided employment advice.

- 5.8. We will let you know if your subscription includes the right to access general advice and guidance about compromise agreements and the circumstances in which they are used. Compromise agreements are legally binding documents which set out the terms on which an employer and an employee agree to the end of that employee's employment, and require tailoring and legal expertise to ensure that they are suitable for the specific circumstances. We do not provide standard compromise agreements or advice and guidance in respect of your own compromise agreements.

6. HR Advice Professional and H&S Advice Professional – UK Subscribers Only

- 6.1. When you subscribe to HR Advice Professional or H&S Advice Professional (which is available solely to UK subscribers), we will provide you with the relevant:
 - 6.1.1. access to the section of our website (www.sage.co.uk) which contains information and documents about human resources, health and safety and other issues we may notify you of which are relevant to your business (business information); and
 - 6.1.2. access to business advice about human resources, health and safety and other notified issues relevant to your business (business advice) via our telephone and e-mail helpline (the business advice helpline) available during our normal office hours.
- 6.2. You must only use the business information and business advice for your legitimate business purposes. You can see and download the business information and make any copies you reasonably need for your employees who may need to have the business information to do their work for you. However, you must not remove or alter any copyright, notices, trademarks or other notices we may put on the business information.
- 6.3. You must not use business information or business advice in any way other than as set out in this agreement and the relevant documents, or as allowed by us in writing. In particular, you must not sell, rent out, distribute, publish, display or alter the business information or create documents from any business information, business advice, our website or any other materials you receive from us, or use business information or business advice for any illegal purpose.

- 6.4. The business information and business advice is prepared and updated in line with relevant laws and best practice in England and Wales, Scotland and Northern Ireland. It is only suitable for use in those countries. However, business information cannot take account of all circumstances, and so cannot provide specific advice (such as how a particular event will affect your legal position). We recommend that you contact the business advice helpline (if you have subscribed to it) and also get your own legal advice if you have any questions about an issue set out in business information.
- 6.5. If you sign and use any document forming part of the business information without first calling the business advice helpline (if you have subscribed to it) and getting your own legal advice, you do so entirely at your own risk. If you are re-using any document you have previously used, you should (in addition to calling the business advice helpline (if you have subscribed to it) and getting your own legal advice) check our website to see if that document or any related material has been updated.
- 6.6. When preparing and updating our business information and business advice we will do everything reasonably possible to make sure it is correct and up to date.
- 6.7. We endeavour to keep a record of all business advice we give to you via the business advice helpline using appropriate recording technology and by our advisers making notes whilst giving you that advice. We also keep a record of all letters, emails, ask-the-expert responses and email follow-ups to business advice we send to or receive from you, as well as all online activity, including web pages viewed and documents downloaded by you.
- 6.8. We will let you know if your subscription includes the right to ask us to prepare a report consisting of case notes and online activity, to demonstrate compliance with the advice provided (a compliance trail).
- 6.9. We will let you know if your subscription includes the right to receive information and advice about employment issues that may arise from pre-employment through to the end of the employment relationship (employment advice). The supply of employment advice does not include:
- 6.9.1. advice and guidance about matters arising after the end of the employment relationship; or
 - 6.9.2. acting on your behalf before any court or similar body set up to resolve employment disputes.
- 6.10. If we supply employment advice on a matter that results in a hearing before a court or similar body set up to resolve employment disputes, we can let you have a compliance trail for that matter. We will not prepare any other documents for your use at or before that hearing, but will, if possible, let you have our opinion of the merits of a case on which we have provided employment advice.
- 6.11. We will let you know if your subscription includes the right to access general advice and guidance about compromise agreements and the circumstances in which they are used. Compromise agreements are legally binding documents which set out the terms on which an employer and an employee agree to the end of that employee's employment, and require tailoring and legal expertise to ensure that they are suitable for the specific circumstances. We do not provide standard compromise agreements or advice and guidance in respect of your own compromise agreements.
- 6.12. If you cancel your subscription at any time only the business information and/or business advice given prior to cancellation can be subject to our guarantees.
- 7.1. With the Solution you may receive Third Party Software. You cannot use the Third Party Software by itself; you can only use it in the course of using the Solution. If you do use Third Party Software, you agree to adhere to any licence agreement provided with that Third Party Software. If there is no licence agreement with that Third Party Software, this Agreement will apply to how you use the Third Party Software. You also agree to keep to any other conditions we impose on using the Third Party Software.
- 7.2. The owners of Third Party Software keep all relevant rights in their own software and in all copies of it. In particular, if the Solution comes with a Microsoft® product, to the extent permitted by law, Microsoft® does not make any warranties and/or guarantees to you in respect of its software and it will not be liable to you for any damages, whether direct, indirect, incidental or consequential as a result of the use or installation of its software; and your use of the Microsoft® product is subject to the Microsoft® software licence agreement that we (or your supplier) provided to you or which Microsoft® has generally made available to users of that Microsoft® product (which forms part of this Agreement).
- 7.3. You acknowledge that the Solution may enable or assist you to submit data to, access the website content of, correspond with, and purchase products and services from, third party interfaces and that you do so solely at your own risk. We make no representation or commitment and will have no liability or obligation whatsoever in relation to the submission of data, content or use of, or correspondence with, any such third-parties, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party interface is between you and the relevant third party, and not us. We recommend that you refer to the third party's terms and conditions prior to using the relevant third-party website and services. We do not endorse or approve any third-party services, website or interface nor the content of any of the third-party website made available via the Solution.
- 7.4. Some features of the Solution (which can be disabled in the Solution settings at any time) may require us to share Customer Data with a third party. We will only do this if you have subscribed to that feature (either expressly or automatically as applicable), if we have told you about it and if we have an appropriate agreement in place with that third party.
- 7.5. You can register an interest in various third party products and services with us. If you do, we can either refer you to the relevant third party provider so that you can purchase that product / service directly from the third party or, in relation to some products and / or services, you may be able to purchase those products and / or services directly from us. In either case, your licence to use the third party product / service, and the terms and conditions for any associated services, are between the relevant third party and you only.

8. Your Obligations

You agree to:

- 8.1. pay the Subscription Fee when due in accordance with clause 10;
- 8.2. provide us with:
 - 8.2.1. all necessary co-operation in relation to this Agreement; and
 - 8.2.2. all necessary access to such information as we may reasonably require in order to provide the Solution, including but not limited to Customer Data, security access information and configuration services;

- 8.3. comply with all applicable laws and regulations in respect of your activities under this Agreement;
- 8.4. carry out all your obligations under this Agreement in a timely and efficient manner. We will not be responsible for any delay in the provision of the Solution as a result of any third party act or omission;
- 8.5. ensure that the Users use the Solution in accordance with this Agreement and you will be responsible for any User's breach of this Agreement;
- 8.6. notify us in writing of any defect or alleged defect in the Solution within five days of the date you become aware of it; and
- 8.7. ensure that your network and systems comply with the systems requirements publicised by us from time to time.

9. Our Obligations and Guarantees

- 9.1. We agree that the Solution will perform substantially in accordance with the Documentation and with reasonable care and skill.
- 9.2. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOLUTION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING THOSE: (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; OR (IV) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES AND OUR LICENSORS DO NOT REPRESENT, NOR DO WE WARRANT, GUARANTEE OR UNDERTAKE THAT YOUR USE OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOLUTION IS FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, OR THAT THE SOLUTION, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SOLUTION WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY ISSUES WITH THE SOLUTION THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD-PARTY, AND YOU ACCEPT THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SOLUTION MEETS YOUR REQUIREMENTS.

10. Charges and Payment

- 10.1. Where you subscribe directly with us for the Solution, you will on the Effective Date provide to us valid up-to-date and complete purchase order information, billing details and 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 agreed in the Documentation.
- 10.2. Where you subscribe for the Solution through one of our Sage Partners, if we require you to pay the Subscription Fees directly to us (instead of paying these fees to your Sage Partner), you will provide to us valid up-to-date and complete purchase order information, billing details and complete a continuous direct debit mandate authority on demand. 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 agreed in the Documentation.

- 10.3. If we have not received payment of the applicable Subscription Fees 30 days after the date we agree your direct debit payment shall be taken, without prejudice to our other rights of remedies:
 - 10.3.1. we may, without liability to you, disable your password, account and access to all or part of the Solution or disable certain functionality and we will be under no obligation to provide any or all of the Solution to you whilst the invoice(s) concerned remain unpaid; and
 - 10.3.2. interest will accrue on such overdue amounts at an annual rate equal to 4% over the then current base lending rate of The Bank of England if you subscribe to the Solution in the UK or The Bank of Ireland if you subscribe to the Solution 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.
- 10.4. All amounts and fees stated or referred to in this Agreement are:
 - 10.4.1. payable in pounds sterling if you subscribe to the Solution in the UK or Euros if you subscribe to the Solution in the Republic of Ireland;
 - 10.4.2. subject to clause 15.4.2, non-cancellable and non-refundable;
 - 10.4.3. exclusive of value added tax or any other applicable sales tax which will be added to our invoices at the appropriate rate.
- 10.5. We will be entitled to increase the Subscription Fees at any time upon prior written notice which will take effect on your next payment date thereafter.
- 10.6. 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.
- 10.7. For the purposes of clause 16.2.1, failure to pay the Subscription Fees when due constitutes a material breach of this Agreement.

11. Data Protection

- 11.1. Each party will abide by the terms of the Data Protection Addendum.

12. Proprietary Rights

- 12.1. You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Solution and the Documentation. Except as expressly stated, this Agreement does not grant to you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Solution or the Documentation.
- 12.2. We confirm that we have all the rights in relation to the Solution and the Documentation that are necessary to grant you the rights under and in accordance with the terms of this Agreement.

13. Confidentiality

- 13.1. Both parties may have access to Confidential Information from the other in order to perform obligations under this Agreement. Confidential Information will not be deemed to include information that:
 - 13.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 13.1.2. was in your or our lawful possession before the disclosure;

- 13.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 13.1.4. is independently developed by the receiving party, which can be shown by written evidence; or
 - 13.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 13.2. Both parties will hold the other's Confidential Information in confidence and, unless required by law, will not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 13.3. Both parties will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 13.4. This clause 13 will survive termination of this Agreement, however arising.

14. Indemnity

- 14.1. You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Solution, provided that:
- 14.1.1. we give you prompt notice of any such claim;
 - 14.1.2. we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
 - 14.1.3. you are given sole authority to defend or settle the claim.
- 14.2. We will defend you, your officers, directors and employees against any claim that the Solution infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and will indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
- 14.2.1. you give us prompt notice of any such claim;
 - 14.2.2. you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
 - 14.2.3. we are given sole authority to defend or settle the claim.
- 14.3. In the defence or settlement of any claim, we may procure the right for you to continue using the Solution, replace or modify the Solution so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on reasonable notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 14.4. In no event will we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- 14.4.1. a modification of the Solution by anyone other than us; or
 - 14.4.2. your use of the Solution in a manner contrary to the instructions given to you by us; or
 - 14.4.3. your use of the Solution after notice of the alleged or actual infringement from us or any appropriate authority.
- 14.5. The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors')

entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15. Limitation of Liability

- 15.1. This clause 15 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
- 15.1.1. arising under or in connection with this Agreement;
 - 15.1.2. in respect of any use made by you of the Solution and Documentation or any part of them; and
 - 15.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 15.2. Except as expressly and specifically provided in this Agreement:
- 15.2.1. you assume sole responsibility for results obtained from the use of the Solution by you, and for conclusions drawn from such use; and
 - 15.2.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 15.3. Nothing in this Agreement excludes our liability for:
- 15.3.1. death or personal injury caused by our negligence;
 - 15.3.2. fraud or fraudulent misrepresentation; or
 - 15.3.3. any other matter we cannot limit or exclude under applicable law.
- 15.4. Subject to clause 15.2 and clause 15.3:
- 15.4.1. we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
 - 15.4.1.1. any loss of profits, loss of business, lost working time depletion of goodwill, and/or similar losses or loss or corruption of data or information, or pure economic loss; or
 - 15.4.1.2. any special, indirect, incidental or consequential loss, costs, damages, charges or expenses however arising under this Agreement including without limitation fines or penalties levied by any relevant authority or claims from third parties; and
 - 15.4.2. our total aggregate liability in contract (including in respect of the indemnity at clause 14.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with this Agreement will be limited to the greater of:
 - 15.4.2.1. the sum of the Subscription Fees paid to us by you, or received by us on your behalf from a Sage Partner, in the 12 months immediately preceding the date on which the incident giving rise to the claim took place; or
 - 15.4.2.2. the sum of £150.
- In the event that no Subscription Fee has been paid to us by you or received by us on your behalf from a Sage Partner in the 12 months immediately preceding the date on which the incident giving rise to the claim took place, the provisions of 15.4.2.2 shall apply.
- 15.5. You agree that the limitations set out in this clause 15 and restrictions in this Agreement are reasonable because they reflect the fact that:

- 15.5.1. we cannot control how and for what purpose you use our Solution;
- 15.5.2. we have not developed the Solution specifically for you; and
- 15.5.3. although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Product or provision of Support;

If you believe you could experience anything that we have told you we will not be responsible for we recommend you consider obtaining insurance cover.

16. Termination

- 16.1. This Agreement will continue as set out in clause 2 until either:
 - 16.1.1. we serve notice on you; or
 - 16.1.2. you call us on 0191 479 5955 if you subscribe to the Solution in the UK or 01 4470 806 if you subscribe to the Solution in the Republic of Ireland and instruct us that you wish to terminate this Agreement.
- 16.2. If you are:
 - 16.2.1. a Monthly Subscription Customer or terminating a Module, notice served under clause 16.1 will take effect at the end of the calendar month following the month in which our notice has been served/you have called us; or
 - 16.2.2. an Annual Subscription Customer, a 24 Month Subscription Customer or a 36 Month Subscription Customer, you must give us at least 30 days' notice of termination and a notice served under clause 16.1 will take effect no earlier than the end of the current 12, 24, or 36 calendar month period you are in.
- 16.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement immediately without liability to the other if:
 - 16.2.1. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 16.2.2. an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - 16.2.3. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; or
 - 16.2.4. a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - 16.2.5. the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 16.2.6. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

17. Effect of Termination

- 17.1. On termination of this Agreement for any reason:
 - 17.1.1. no refunds are due to you from us for prepaid Subscription Fees (if any);
 - 17.1.2. all licences granted under this Agreement will immediately terminate and you will uninstall the Product and cease use of the Solution. If requested by us, and where the customer or partner still has a physical copy of the Software, you shall return all copies of the Product and certify in writing your compliance with this clause 17;
 - 17.1.3. each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 17.1.4. we may destroy or otherwise dispose of any Customer Data in our possession unless we receive, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to you of the then most recent back-up of your Customer Data (where applicable). We will use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You will pay all reasonable expenses incurred by us in returning or disposing of Customer Data; and
 - 17.1.5. 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.
- 17.2. Once termination notice has been served in accordance with clause 17, no changes can be made to your subscription to the Solution (for example, you won't be able to add additional users, companies, employees or Modules),

18. General Terms

- 18.1. Save as provided in clause 16.1.2, any notice required to be given under this Agreement will be sent by email to us at the email address specified on the "contact us" page on our Website at <https://mysage.co.uk/contact-us/home.aspx> or to you at the email address you provide to us at the point of registration, or such other email address as either party provides during the term of this Agreement. Notices will be deemed to have been received on successful transmission of such emails.
- 18.2. We will not be liable to you for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond our reasonable control, provided that if any period of failure or delay continues for more than 60 days you will be entitled to terminate this Agreement by notice in writing to us. For the purpose of this Agreement you agree that a cyber-attack or breach of cyber security is beyond the reasonable control of Sage, subject to us being able to demonstrate that we acted in accordance with what would be reasonably considered to be best practice by a business accountancy and payroll software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security.
- 18.3. 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 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.

- 18.4. Any failure by us to enforce any of the terms of this Agreement will not be construed as a waiver of our rights and remedies which are cumulative and are not exclusive of any rights and remedies provided by law.
- 18.5. This Agreement and all up to date Documentation constitute the entire agreement between you and us relating to the Solution, and replaces all documents, information and other communications (whether spoken or written) between us on this subject. We both acknowledge and agree that in entering into this Agreement neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement. Nothing in this Agreement will operate to exclude or limit liability for fraud or fraudulent misrepresentation.
- 18.6. This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this Agreement at any time without your consent.
- 18.7. Nothing in this Agreement is intended to or will operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.8. Sage Partners are independent of us and not appointed or authorised by us as our employee, agent or subcontractor. These businesses have no authority (either explicit or implied) to enter into contract or grant any licence or provide any representation, warranty, condition or guarantee with or to you on our behalf, or otherwise commit us to any obligations. We are not responsible for any modifications or mergers made to the Product by you, any Sage Partners or any third parties and we are not obliged to provide Support for such modified or merged Products.
- 18.9. As we are part of a group of companies, our parent company The Sage Group plc may enforce the terms of this Agreement. Otherwise, a person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of it. This means that only us, you and The Sage Group plc can enforce the rights set out in this Agreement.
- 18.10. If you subscribe to the Solution in the UK this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this Agreement.
- 18.11. If you subscribe to the Solution in The Republic of Ireland this Agreement is governed by the laws of the Republic of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this Agreement.

PART C – SUBSCRIPTION LICENCE TERMS AND CONDITIONS FOR SAGE 50cloud ACCOUNTS

Your subscription to the Services (as defined below) is subject to these Terms and Conditions and our Privacy Notice (as updated by us from time to time) which form a legally binding contract between you and us.

The Services are available on subscription with differing levels of support. The terms and conditions of support for the Services are also set out in this Agreement.

You should read this Agreement carefully in full before installing, accessing or using the Services. 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 install, access or use any of the Services. If you don't accept this Agreement, you should contact us or the Sage Partner you purchased your subscription from immediately and not install, access or use the Services in any way. Please note, unless otherwise specified by us in writing, you cannot use the Services 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 Services and any orders processed are subject to satisfactory credit status.

Where we make available a promotional offer in respect of the Services or and additional product or module, we will confirm the details of such promotion and duration in the Documentation. If you continue to use the Services or relevant additional product or module beyond the promotional period or if you take the Services or relevant additional product or module without any promotional offer, you agree to pay the applicable subscription fee (plus any VAT or applicable sales tax) as set out in this Agreement. Any promotion will be subject to these terms and conditions and we reserve the right to withdraw or cease to offer any promotion at any time without notice to you.

We may update this Agreement at any time, the most recent versions can be accessed on our Website. We will make reasonable efforts to communicate any changes to you via a notification in the Services or 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 Services. If we make a change that's materially detrimental to you, you may terminate this Agreement and we will reimburse any prepaid Subscription Fees as at the date of termination.

1. Definitions

1.1 In this Agreement, these words have the following meanings:

"24 Month Subscription Customer" - means a customer who subscribes to the Services on a 24 month recurring basis in accordance with clause 2.1.2;

"Annual Subscription Customer" - means a customer who subscribes to the Services on an annual recurring basis in accordance with clause 2.1.1;

"Agreement" - means these terms and conditions, the exhibits, appendices, annexes, schedules, and attachments (if any), the Data Protection Addendum, and any other documentation or terms and conditions referred to within any of them as amended or varied from time to time, by written notice;

"Apps" - means the specific applications devised for use with the Services in the cloud and on mobile devices in accordance with the relevant Application Licence Terms;

"Application Licence Terms" - means the specific terms governing the use of any App developed for the Services;

"Bank Feed Terms" - means the Sage Bank Feeds Service Terms posted on <https://www.sage.com/~/media/group/files/Products/sage-bank-feeds-service-terms.pdf> (or such other URL as notified to you) as amended from time to time;

"Business Day" - means any day which is not a Saturday, Sunday or Public Holiday in England;

"Confidential Information" - means information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 12 including without limitation Customer Data;

"Credit Hound Express for Sage 50" - means the optional additional product provided by Draycir Limited that you may subscribe to from us subject to payment of an additional Subscription Fee;

"Customer Data" - means the data, information or material provided, inputted, or submitted by you or on your behalf into the Services, or shared with Sage by any means, which may include data relating to Users;

"Data Controller" - has the meaning of controller as set out in the GDPR;

"Data Processor" - has the meaning of processor as set out in the GDPR;

"Data Protection Addendum" - means the data protection addendum available at <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/> as may be amended from time to time which, together with this agreement, comprise the Agreement and form your instructions to us as Data Processor;

"Data Protection Laws" - means all applicable UK and EU laws and regulations governing the use or processing of Personal Data, including the General Data Protection Regulation (EU) 2016/679 and member state laws, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time;

"Documentation" - means the online or written user guides, specifications, and manuals regarding the Services made available by us from time to time, including any Updates Services;

"Effective Date" - means the date we or the Sage Partner accepts your order for the Services;

"GDPR" - means the UK and EU General Data Protection Regulation, as applicable;

"Module" - means packages (including Apps) that you may subscribe for and use alongside the Services subject to payment of an additional fee, or mandatory packages which may be made available to you to use alongside the Services and that may or may not be provided by a third party, in either event in accordance with these terms or specific Application Licence Terms including without limitation the following product options: Sage 50cloud Accounts CIS and Sage 50cloud Accounts Foreign Trader;

"Microsoft Office 365" - means the optional additional product provided by Microsoft® that you may subscribe to from us subject to payment of an additional Subscription Fee;

"Personal Data" - means any information relating to an identified or identifiable natural person;

“Privacy Notice” means Sage’s global privacy notices posted on www.sage.com (or such other URL as Sage may notify to you) and which may be amended by Sage from time to time. It is your responsibility to check for updates to the Privacy Notice but we will notify you of any significant changes;

“Processing” - means any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and “Process”, “Processed” and “Processes” shall be construed accordingly;

“Sage Partner” - means any accredited partner or Sage approved reseller, distributor or dealer from whom you may purchase the Services;

“Sage Remote Data Access” and/or “Remote Data Access” (formerly known as Sage Drive) means the Sage 50cloud Accounts technology enabler will provide functionality whereby you and other nominated persons are able to share online access to your Sage 50cloud Accounts data in a secure environment;

“Salary and Supplier Payments. Powered by Modulr” – means the optional additional product provided by Modulr FS Limited, that you may subscribe to from us, subject to the payment of an additional Subscription Fee;

“Service Tier” - means the relevant Sage 50cloud Accounts subscription service subscribed to by you being either: (i) Sage 50cloud Accounts Essentials; (ii) Sage 50cloud Accounts Standard, or (iii) Sage 50cloud Accounts Professional (collectively, the “Service Tiers”) and service is provided as set out in the Documentation for these products;

“Services” - the products and services provided by us to you under this Agreement or otherwise, including any associated offline or mobile components, Updates and (whether optional or mandatory) any add-ons, Modules, features or functionality that work with the products or services but excluding all Third-Party Services;

“Subscription Fees” - means the subscription fees payable by you to us at the agreed intervals for the Services as set out in the Documentation;

“Supervisory Authority” - means an independent public authority which is established under applicable UK or Member State law and which concerns itself with the Processing of Personal Data;

“Support” - means the level of product support package provided by us and selected by you, as described in the Documentation being either “OnLine Plus” or “Telephone Plus” or “Premium Plus” as applicable;

“Termination Date” - means the beginning of the calendar month following the date you serve notice upon us in accordance with clause 15.1.2;

“Third Party Service(s)” – means the products and services provided by us to you under this Agreement or otherwise, including any associated offline or mobile components, Updates and (whether optional or mandatory) any add-ons, modules, features or functionality that work with the products or services but excluding all Third-Party Services;

“User Parameters” - means the restrictions on use of the Services as set out in clause 4;

“Updates” - means any future modifications, additional features, enhancements, patches, fixes, revisions, and derivative works that may be made to Services or Documentation;

“Users” – an individual who is authorised to use the Service, for whom you have purchased a subscription, and who has been

supplied with a user identification and password by you (or by Sage at your request) and may include your employees, agents, contractors and advisers that are permitted to access the Services and (for whom you assume primary liability for) and you shall ensure that you take all necessary and reasonable steps to monitor their usage and ensure they do not take, maintain or use unauthorised copies of your data extractable from the Product;

“Website” - means www.sage.co.uk if you subscribe to the Services in the UK or www.sage.ie if you subscribe to the Services in the Republic of Ireland;

“us” “we” “our” and/or “Sage” means Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: C23 - 5 & 6 Cobalt Park Way, Cobalt Park, Newcastle Upon Tyne, United Kingdom, NE28 9EJ) if you subscribe in the UK; or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: Number One Central Park Leopardstown, Dublin 18, Ireland) if you subscribe to the Services in the Republic of Ireland; and

“you” and “your” means the customer who subscribes for the Services.

- 1.2 A reference to a statute, statutory provision or subordinate legislation in this Agreement is a reference to it as it is 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. Words of a technical nature which are not defined in this Agreement shall be construed in accordance with the relevant general usage in the computer software industry in the United Kingdom.

2. Term

2.1 You can choose to subscribe to the Services and Service Tier on:

2.1.1 an annual basis in which case your subscription commences on the Effective Date and continues for that calendar month and the following 12 calendar months (unless your Effective Date is the 1st calendar day of a month in which case your subscription continues for 12 calendar months only) and automatically renews without notice for each successive 12 calendar month period thereafter unless and until terminated in accordance with this Agreement; or

2.1.2 a 24 month basis in which case your subscription commences on the Effective Date and continues for that calendar month and the following 24 calendar months (unless your Effective Date is the 1st calendar day of a month in which case your subscription continues for 24 calendar months only) and automatically renews without notice for each successive 24 calendar month period thereafter unless and until terminated in accordance with this Agreement.

- 2.2 Except for those Modules which are inclusive and provided to you automatically as part of your Core Product subscription, you may subscribe to a Module, Salary and Supplier Payments. Powered by Modulr or Credit Hound Express for Sage 50 at any time directly with us (certain Modules can be purchased or obtained through Sage Partners but payment must be made directly to us) provided that you have an active subscription for the Services. Your subscription for that Module, Salary and Supplier Payments. Powered by Modulr or Credit Hound Express for Sage 50 commences on the Effective Date and continues for that calendar month and automatically renews without notice for each

successive calendar month thereafter unless and until terminated in accordance with this Agreement. If you terminate your subscription to a Module, Salary and Supplier Payments. Powered by Modulr or Credit Hound Express for Sage 50 it will not affect your Services subscription. If you terminate your subscription for the Services this will automatically terminate your subscription for any Modules, Salary and Supplier Payments. Powered by Modulr and Credit Hound Express for Sage 50 you have also subscribed for that relate to the Services with effect from the termination date of the Services.

2.3 Notwithstanding clause 2.2, where you subscribe to Microsoft Office 365, your subscription will commence on the Effective Date and continue for the remainder of the Services subscription contract period (as set out in clause 2.1 above). At the end of the Services contract period your licence to use Microsoft Office 365 will automatically renew without notice in accordance with your agreed Services contract period unless and until terminated in accordance with this Agreement. If you terminate your subscription to Microsoft Office 365 it will not affect your Services subscription. Please note that if you terminate your subscription for the Services, your subscription for Microsoft Office 365 will also terminate in accordance with this Agreement.

3. The Core Product, Modules and Additional Products and Services

3.1 The Product

3.1.1 As part of your subscription, we grant a non-exclusive licence to you to access and use the Services and Documentation in accordance with this Agreement. To use the Services you must activate it by using an 'activation code'. We or your Sage Partner will provide this to you following receipt of registration information from you. You must ensure that when the Service is in use, the machine on which it is installed or accessed via is connected to the internet. Your subscription includes onboarding support in the first few weeks, which will be provided by a series of feature focused emails. You'll also have access to our general support resources including knowledgebases, Live Q&A, learning sites, communities and direct support.

3.1.2 You must not:

- 3.1.2.1 change the Service, take it apart or permit others to do so without our permission;
- 3.1.2.2 copy any part of the Service or allow anyone else to, except for making one back-up copy of it (which we encourage you to do). We permit a back-up copy to be used on a computer if your original copy is no longer available. This clause 3.1.2.2 does not limit, however, your ability to take multiple copies of your Customer Data (and again we encourage you to do this); or
- 3.1.2.3 use the Services to help you develop your own software.

3.1.3 You agree to:

- 3.1.3.1 use the Services strictly in accordance with this Agreement; and
- 3.1.3.2 promptly install any Updates we may issue to you.

3.1.4 If you use the Services outside of the UK you need to make sure you comply with any applicable legal and legislative requirements.

3.1.5 The Services may include a feature which you can enable to automatically check our Website for Updates and to apply them to the Services. You can configure this feature to suit your preferences. If you use it, certain information excluding Customer Data will be collected and recorded by us from your system, such as what operating systems you utilise. This will be collected and used in accordance with the Privacy Notice.

3.1.6 If we have agreed in the Documentation, you can load and use the Services on a computer network provided that you do so in accordance with this Agreement. Doing this may affect the performance of the Services. If you use the Services on a network which is not a local area network (a network of computers linked by private connections) there is a risk that the Services will not perform as intended, we may not be able to provide Support to you in those circumstances and, accordingly, clause 9.1 will not apply.

3.1.7 You are permitted to use the Services with a mobile device, however, it is likely that you will need a further software application (commonly referred to as an "App") to do so, for which you may incur additional fees. When using the Services with a mobile device you must continue to adhere to this Agreement and any Application Licence Terms, which will take priority over these Terms and Conditions. If the App is not accompanied by terms and conditions, this Agreement will also apply to your use of the app.

3.1.8 The Services may include technology that enables us to:

- 3.1.8.1 ensure no more than the specified number of Users can use the Services at any one time;
- 3.1.8.2 check specific information directly relevant to your use of the Services contained in your computer against our records to make sure the Services is being used in accordance with this Agreement and to troubleshoot any problems;
- 3.1.8.3 collect information about how you and your Users use the functions of the features of the Services;
- 3.1.8.4 gather statistical information about the operating system and environment on which the Services is installed;

By accepting this Agreement you are giving us your informed consent to use this information in accordance with our Data Protection Addendum and Privacy Notice.

3.2 Remote Data Access

3.2.1 As part of your subscription to the Services, you will get access to Remote Data Access from the Effective Date for the number of users as specified as part of your subscription as set out in the Documentation (subject to availability). If you wish to increase the numbers of users you have, you must buy additional licences.

3.2.2 We may from time to time, limit the amount of data which can be shared, made available or stored using Remote Data Access at any one time, this will always be subject to a reasonable period of notice and in

accordance with any fair usage policy we may implement at any time.

- 3.2.3 In addition to your obligations in clause 7.5, for each User you invite to join Remote Data Access (up to the maximum number of users as specified as part of your subscription), you are responsible for notifying them:
- 3.2.3.1. of the maximum amount of data storage available to them at any one time;
 - 3.2.3.2. that the content of any files must not and will not result in any injury, damage or harm to us or to any third party (including without limitation defamation or breach of confidentiality) and that the content does not (and will not) contain anything which is unlawful, obscene, indecent or immoral or promotes illegal or unlawful activities;
 - 3.2.3.3. that on termination by you of your relationship with the User, all Remote Data Access data will not be accessible after the date of termination and that it is the responsibility of you or the User (as directed by you) to make a back-up copy of that data;
 - 3.2.3.4 that, if appropriate, they must treat the shared information as confidential and where applicable comply with all Data Protection Laws; and
 - 3.2.3.5 of the sign in and security requirements, in respect of the creation of a unique Sage identity number. For security purposes, we will use our reasonable endeavours to ensure that any data you share via Remote Data Access is encrypted and you agree that you will keep all passwords and other security information that we may provide to you safe and secure and protected from any unauthorised access or disclosure. You acknowledge and agree that the use of encryption technologies may affect our ability to check your data for viruses or other malicious code and you will at all times be responsible for ensuring that you have appropriate controls in place to protect your data from such viruses or other malicious code.

3.3 Modules

Certain Modules (subject to availability), as detailed in your Documentation, may be made available to you for 12 months or less from the Effective Date (as applicable to the relevant Module) as provided in the Documentation, in all cases, after the expiry of the relevant period, you will be presented with different options to subscribe to the Module at the then current subscription price. We will give you reasonable notice of the price to allow you to decide if you would like to upgrade your subscription to include the Module. These Modules, Apps and Remote Data Access may require the Customer Data to be uploaded, copied and/or transferred to Sage where it will be stored securely. Should you choose to subscribe to the Module, these terms or the then current Subscription Licence shall govern your use of the Services.

3.4 Salary and Supplier Payments. Powered by Modulr

- 3.4.1 Salary and Supplier Payments. Powered by Modulr. is a service that integrates with certain eligible Sage Services to offer an integrated payments experience

by allowing you to reconcile your payment transactions back to your Sage Services. If you have chosen to use Salary and Supplier Payments. Powered by Modulr. with your Sage Services, please note that this service is provided to you by Modulr FS Limited, which is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register Reference: 900573) for the issuing of electronic money.

- 3.4.2 You must agree to the additional terms and conditions set out at Exhibit A if you want to take advantage of Salary and Supplier Payments. Powered by Modulr. Where there is a conflict between this Agreement and the additional terms set out in Exhibit A, those additional terms set out in Exhibit A shall prevail in respect of the conflicting subject matter.

3.5 Credit Hound Express for Sage 50

Your licence to use Credit Hound Express for Sage 50 is between you and Draycir Limited only and you must accept this via a 'click-through' process as part of the installation of Credit Hound Express for Sage 50. In the case of conflict between this Agreement and your licence to use Credit Hound Express for Sage 50, this Agreement takes precedent in relation to your payment obligations, support and the sale of Credit Hound Express for Sage 50 only.

3.6 Bank Feeds

You can import bank feeds into the Services directly from your existing banking services. The bank feeds service is provided to you by either Sage directly or by third-party bank feed aggregators on behalf of Sage. By taking advantage of the bank feeds service you agree to the Bank Feed Terms. Where the bank feeds service is provided to you by a third-party bank feed aggregator, you will also need to provide your internet banking credentials to the third-party bank feed aggregator to use the bank feeds service. Before you create a bank feed, you must check that your use of the bank feed service does not breach the terms and conditions of your bank or account provider. Where there is a conflict between this Agreement and the Bank Feed Terms, the Bank Feed Terms shall prevail in respect of the conflicting subject matter.

3.7 Microsoft Office 365

3.7.1 Some of the features available with the Services rely upon interoperation and/or integration with Microsoft Office 365. Your licence to use Microsoft Office 365 is between you and Microsoft® only and you must accept this (i) via a click through process as part of your installation (or similar) if you purchase Microsoft Office 365 through Sage or (ii) directly with Microsoft® or an authorised Microsoft® partner if you purchase other than through Sage. In the case of a conflict between this Agreement and your licence to use Microsoft Office 365, this Agreement takes precedent in relation to your payment obligations, support and the sale of Microsoft Office 365 only.

3.7.2 Where you licence Microsoft Office 365 directly with Microsoft® or through an authorised Microsoft® partner, you acknowledge and agree that it is your responsibility to ensure that such licences are compatible with the Services.

3.7.3 As a result of any interoperation and/or integration with Microsoft Office 365, you acknowledge and agree that Microsoft® will have access to your Customer Data and Microsoft® responsibilities and obligations

in respect of your Customer Data are set out in the license between you and Microsoft®. In addition, you grant us permission to provide Microsoft® with such data as is required for the provisioning of Microsoft Office 365 license. We are not responsible for any disclosure, modification or deletion of such information resulting from access by Microsoft® and/or its affiliates and/or third party contractors.

3.7.4 If you have previously purchased a licence directly with Microsoft® for Office 365 and wish to purchase a new licence through Sage for the use of Microsoft Office 365 in accordance with this Agreement, you accept that your data held under your previous licence will not be available under your new licence and that you are responsible for making a back-up copy of such data prior to purchasing a new licence through Sage.

3.7.5 If you purchase a licence for Microsoft Office 365 through Sage, we will send you a link for you to install and access Microsoft Office 365. You acknowledge that you will be liable to pay the relevant Subscription Fees for such licence to Sage (or Sage Partner as applicable) whether or not you proceed to then install and use Microsoft Office 365 until termination of such licence in accordance with this Agreement.

4. User Parameters and Restrictions

4.1 The Services must only be used:

4.1.1 for your legitimate internal business purposes with your own information or the demonstration data supplied with the Services (unless we have granted you the additional rights at clause 4.4);

4.1.2 to process data for the specified number of companies as set out in the Documentation (by “company” we mean a single set of your own records and information containing a unique VAT, PAYE or applicable sales tax or income tax reference number); and

4.1.3 for the number of Users (whether named or concurrent) as set out in the Documentation (you must not allow any other person or organisation to use the Services).

4.2 You are responsible for ensuring you have appropriate network capability to access the Services and the security of your networks, operating systems and data within your environments.

4.3 If you have bought a ‘single user’ licence, only one User can use the Services and you can only install the Services on one computer.

4.4 If you have bought a ‘multi user’ licence (sometimes call a concurrent user licence in the Documentation) up to the number of Users identified in the Documentation can use the Services at any one time.

4.5 If we have told you that you can use the Services to provide Services to others (who are not part of your business) you can do so for up to the number of users and/or companies we (or your Sage Partner) have agreed as set out in the Documentation.

4.6 You can increase the number of: Users able to access the Services and/or companies you use the Services for; at any time which will take effect immediately. An invoice will be raised to cover this additional usage for the period from the date of receipt of

instructions to increase your subscription to the end of your current contract period.

4.7 You can decrease the number of: Users able to access the Services or companies you use the Services for; but we will not reduce the Subscription Fee until your next payment date provided that this is at least 30 days after we agree to such a change, otherwise this change will not be affected for a further 12-month period.

4.8 Restrictions in respect of moving up and down Sage 50cloud Accounts Service Tiers

If you have a subscription to use a Sage 50cloud Accounts Service Tier you may choose to enhance your subscription to purchase a more expensive subscription by moving up a Service Tier at any time. Where you have upgraded your subscription in accordance with this clause 4.8, you will be required to remain on the upgraded Service Tier for the remainder of your then current contract period.

5. The Support Services

5.1 As part of your subscription and subject to clause 5.2, we will provide the Support to you in accordance with this Agreement and the Documentation. Support will be accessible during the hours set out in the Documentation and may be given at our discretion by way of telephone, email, web chat, remote assistance and self-help online support or other method. Unless we agree otherwise, Support does not include support or other assistance for any hardware, third party software or other equipment used with your Services.

5.2 We only provide Support for current versions of the Services and one (1) version immediately preceding the current version of the Services. Your licence allows you to install and access older unsupported versions of the Services and you must have a valid licence to do this. Where we stop supporting an older version of the Services, you may continue to access it, but we will not provide you with any support and some functionality may not work with unsupported versions. Accordingly, any continued use of an unsupported version of the Services will be solely at your own risk. Where you access previous versions of the Services, you must ensure that the total number of Users accessing those versions do not exceed the maximum number of Users under your licence to use the current version of the Services.

5.3 When you contact us by telephone, we use:

5.3.1 call recording software and may record your call for security and training purposes and for other purposes which help us to provide high quality services, including to keep a record of the Support provided to you; and

5.3.2 caller recognition technology to deal with your call in the most effective way. Please ensure you do not withhold your telephone number if you would like us to prioritise your call in this way.

5.4 If we provide you with remote assistance, you agree to accept a software file onto your computer system(s) where necessary to allow us to provide that assistance and you understand that by doing so we will be temporarily able to access and control your computer. You will be able to see everything we can see and you will be able to monitor what we do. At any point whilst we are providing remote assistance you can ask us to stop the sessions and sever the link between our systems and yours.

5.5 If we give you the opportunity to participate in our webinars from time to time, you acknowledge we may cancel them or that you may not be able to participate in particular sessions. Webinars rely on internet connectivity so we cannot guarantee that access will be uninterrupted. Accordingly, you agree that we won't be

- responsible if you are unable to participate in a webinar for any reason.
- 5.6 We will do everything reasonably within our control to ensure that the sections of our Website accessible to you as part of the provision of Support are both free from viruses and available; however, we cannot guarantee either of these things. You should use your own virus-protection software. From time to time we may temporarily stop providing access to our Website for maintenance, repairs or other reasons but where possible we will try to make sure this happens outside of normal business hours. We cannot guarantee that our Website will be compatible with your browser or computer set up or that your access will not be interrupted as this may be beyond our control.
- 5.7 Support may include business information and business advice which is prepared and updated in line with relevant laws and best practice in England and Wales, Scotland and Northern Ireland (unless we advise you otherwise). It is only suitable for use in those countries. However, business information cannot take account of all circumstances, and so cannot provide specific advice (such as how a particular event will affect your legal position). We recommend that you contact the business advice helpline (if you have subscribed to it) and also get your own legal advice if you have any questions about an issue set out in business information. If you sign and use any document forming part of the business information without first calling the business advice helpline (if you have subscribed to it) and getting your own legal advice, you do so entirely at your own risk. If you are re-using any document you have previously used, you should (in addition to calling the business advice helpline (if you have subscribed to it) and getting your own legal advice) check our Website to see if that document or any related material has been updated. When preparing and updating our business information and business advice we will do everything reasonably possible to make sure it is correct and up to date.
- 5.8 We will endeavour to keep a record of all business advice we give to you via the business advice helpline using appropriate recording technology and by our advisers making notes whilst giving you that advice. We also keep a record of all letters, emails, ask-the-expert responses and email follow-ups to business advice we send to or receive from you, as well as all online activity, including web pages viewed and documents downloaded by you.

6. Third Party Providers

- 6.1 With the Services you may receive Third Party Services. You cannot use the Third Party Services by itself; you can only use it in the course of using the Services. If you do use Third Party Services, you agree to adhere to any licence agreement provided with that Third Party Services. If there is no licence agreement with that Third Party Services, this Agreement will apply to how you use the Third Party Services. You also agree to keep to any other conditions we impose on using the Third Party Services.
- 6.2 The owners of Third Party Services keep all relevant rights in their own software and in all copies of it. In particular, if the Services comes with a Microsoft® product, to the extent permitted by law, Microsoft® does not make any warranties and/or guarantees to you in respect of its software and it will not be liable to you for any damages, whether direct, indirect, incidental or consequential as a result of the use or installation of its software; and your use of the Microsoft® product is subject to the Microsoft® software licence agreement that we (or your supplier) provided to you or which Microsoft® has generally made

available to users of that Microsoft® product (which forms part of this Agreement).

- 6.3 You acknowledge that the Services may enable or assist you to submit data to, access the website content of, correspond with, and purchase products and services from, third party interfaces and that you do so solely at your own risk. We make no representation or commitment and will have no liability or obligation whatsoever in relation to the submission of data, content or use of, or correspondence with, any such third-parties, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party interface is between you and the relevant third party, and not us. We recommend that you refer to the third party's terms and conditions prior to using the relevant third-party website and services. We do not endorse or approve any third-party services, website or interface nor the content of any of the third-party website made available via the Services.
- 6.4 Some features of the Services (which can be disabled in the Services settings at any time) may require us to share Customer Data with a third party. We will only do this if you have subscribed to that feature (either expressly or automatically as applicable), if we have told you about it and if we have an appropriate agreement in place with that third party.
- 6.5 You can register an interest in various third party products and services with us. If you do, we can either refer you to the relevant third party provider so that you can purchase that product / service directly from the third party or, in relation to some products and / or services, you may be able to purchase those products and / or services directly from us. In either case, your licence to use the third party product / service, and the terms and conditions for any associated services, are between the relevant third party and you only.

7. Your Obligations

You agree to:

- 7.1 pay the Subscription Fee when due in accordance with clause 9;
- 7.2 provide us with:
- 7.2.1 all necessary co-operation in relation to this Agreement; and
- 7.2.2 all necessary access to such information as we may reasonably require in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- 7.3 comply with all applicable laws and regulations in respect of your activities under this Agreement;
- 7.4 carry out all your obligations under this Agreement in a timely and efficient manner. We will not be responsible for any delay in the provision of the Services as a result of any third party act or omission;
- 7.5 ensure that the Users use the Services in accordance with this Agreement and you will be responsible for any User's breach of this Agreement;
- 7.6 notify us in writing of any defect or alleged defect in the Services within five days of the date you become aware of it; and
- 7.7 ensure that your network and systems comply with the systems requirements publicised by us from time to time.

8. Our Obligations and Guarantees

- 8.1 We agree that the Services will perform substantially in accordance with the Documentation and with reasonable care and skill.

8.2 **DISCLAIMER OF ALL OTHER WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING THOSE: (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; OR (IV) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES AND OUR LICENSORS DO NOT REPRESENT, NOR DO WE WARRANT, GUARANTEE OR UNDERTAKE THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES IS FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, OR THAT THE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD-PARTY, AND YOU ACCEPT THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SERVICES MEETS YOUR REQUIREMENTS.

9. Charges and Payment

9.1 Where you subscribe directly with us for the Services, you will on the Effective Date provide to us valid up-to-date and complete purchase order information, billing details and 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 agreed in the Documentation.

9.2 Where you subscribe for the Services through one of our Sage Partners, if we require you to pay the Subscription Fees directly to us (instead of paying these fees to your Sage Partner), you will provide to us valid up-to-date and complete purchase order information, billing details and complete a continuous direct debit mandate authority on demand. 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 agreed in the Documentation.

9.3 If we have not received payment of the applicable Subscription Fees 30 days after the date we agree your direct debit payment shall be taken, without prejudice to our other rights of remedies:

9.3.1 we may, without liability to you, disable your password, account and access to all or part of the Services or disable certain functionality and we will be under no obligation to provide any or all of the Services to you whilst the invoice(s) concerned remain unpaid; and

9.3.2 interest will accrue on such overdue amounts at an annual rate equal to 4% over the then current base lending rate of The Bank of England if you subscribe to the Services in the UK or The Bank of Ireland if you subscribe to the Services 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.

9.4 All amounts and fees stated or referred to in this Agreement are:
9.4.1 payable in pounds sterling if you subscribe to the Services in the UK or Euros if you subscribe to the Services in the Republic of Ireland; and

9.4.2 exclusive of value added tax or any other applicable sales tax which will be added to our invoices at the appropriate rate.

9.5 We will be entitled to increase the Subscription Fees at any time upon prior written notice which will take effect on your next payment date thereafter.

9.6 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.

9.7 For the purposes of clause 15.3, failure to pay the Subscription Fees when due constitutes a material breach of this Agreement.

10. Data Protection

10.1 Each party will abide by the terms of the Data Protection Addendum.

11. Proprietary Rights

11.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated, this Agreement does not grant to you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

11.2 We confirm that we have all the rights in relation to the Services and the Documentation that are necessary to grant you the rights under and in accordance with the terms of this Agreement.

12. Confidentiality

12.1 Both parties may have access to Confidential Information from the other in order to perform obligations under this Agreement. Confidential Information will not be deemed to include information that:

12.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

12.1.2 was in your or our lawful possession before the disclosure;

12.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

12.1.4 is independently developed by the receiving party, which can be shown by written evidence; or

12.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

12.2 Both parties will hold the other's Confidential Information in confidence and, unless required by law, will not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

12.3 Both parties will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

12.4 This clause 12 will survive termination of this Agreement, however arising.

13. Indemnity

- 13.1 You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services, provided that:
- 13.1.1 we give you prompt notice of any such claim;
 - 13.1.2 we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
 - 13.1.3 you are given sole authority to defend or settle the claim.
- 13.2 We will defend you, your officers, directors and employees against any claim that the Services infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and will indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
- 13.2.1 you give us prompt notice of any such claim;
 - 13.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
 - 13.2.3 we are given sole authority to defend or settle the claim.
- 13.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Services, replace or modify the Services so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on reasonable notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 13.4 In no event will we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- 13.4.1 a modification of the Services by anyone other than us; or
 - 13.4.2 your use of the Services in a manner contrary to the instructions given to you by us; or
 - 13.4.3 your use of the Services after notice of the alleged or actual infringement from us or any appropriate authority.
- 13.5 The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

14. Limitation of Liability

- 14.1 This clause 14 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
- 14.1.1 arising under or in connection with this Agreement;
 - 14.1.2 in respect of any use made by you of the Services and Documentation or any part of them; and
 - 14.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 14.2 Except as expressly and specifically provided in this Agreement:
- 14.2.1 you assume sole responsibility for results obtained from the use of the Services by you, and for conclusions drawn from such use; and
 - 14.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute

or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

- 14.3 Nothing in this Agreement excludes our liability for:
- 14.3.1 death or personal injury caused by our negligence;
 - 14.3.2 fraud or fraudulent misrepresentation; or
 - 14.3.3 any other matter we cannot limit or exclude under applicable law.
- 14.4 Subject to clause 14.2 and clause 14.3:
- 14.4.1 we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
 - 14.4.1.1 any loss of profits, loss of business, lost working time depletion of goodwill, and/or similar losses or loss or corruption of data or information, or pure economic loss; or
 - 14.4.1.2 any special, indirect, incidental or consequential loss, costs, damages, charges or expenses however arising under this Agreement including without limitation fines or penalties levied by any relevant authority or claims from third parties; and
 - 14.4.2 our total aggregate liability in contract (including in respect of the indemnity at clause 13.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with this Agreement will be limited to the greater of:
 - 14.4.2.1 the sum of the Subscription Fees paid to us by you, or received by us on your behalf from a Sage Partner, in the 12 months immediately preceding the date on which the incident giving rise to the claim took place; or
 - 14.4.2.2 the sum of £150.

In the event that no Subscription Fee has been paid to us by you or received by us on your behalf from a Sage Partner in the 12 months immediately preceding the date on which the incident giving rise to the claim took place, the provisions of 14.4.2.2 shall apply.

- 14.5 You agree that the limitations set out in this clause 14 and restrictions in this Agreement are reasonable because they reflect the fact that:
- 14.5.1 we cannot control how and for what purpose you use our Services;
 - 14.5.2 we have not developed the Services specifically for you; and
 - 14.5.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Services or provision of Support;

If you believe you could experience anything that we have told you we will not be responsible for we recommend you consider obtaining insurance cover.

15. Termination

- 15.1 This Agreement will continue as set out in clause 2 until either:
- 15.1.1 we serve notice on you; or
 - 15.1.2 you call us on 0191 479 5955 if you subscribe to the Services in the UK or 01 4470 806 if you subscribe to the Services in the Republic of Ireland and instruct us that you wish to terminate this Agreement.
- 15.2 Unless otherwise set out in the Documentation, if you are terminating a Module and/or Core Services subscription

- including Microsoft Office 365, notice served under clause 15.1.2 will take effect on the Termination Date.
- 15.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement immediately without liability to the other if:
- 15.3.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 15.3.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
- 15.3.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; or
- 15.3.4 a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- 15.3.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 15.3.6 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 16 **Effect of Termination**
- 16.1 On termination of this Agreement for any reason:
- 16.1.1 for prepaid Subscription Fees, refunds will be calculated based upon the Termination Date;
- 16.1.2 all licences granted under this Agreement will immediately terminate and you will uninstall the Services and cease use of the Services. If requested by us, and where the customer or partner still has a physical copy of the Software, you shall return all copies of the Services and certify in writing your compliance with this clause 16;
- 16.1.3 each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 16.1.4 we may destroy or otherwise dispose of any Customer Data in our possession unless we receive, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to you of the then most recent back-up of your Customer Data (where applicable). We will use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You will pay all reasonable expenses incurred by us in returning or disposing of Customer Data; and
- 16.1.5 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.
- 16.2 Once termination notice has been served in accordance with clause 15, no changes can be made to your subscription to the Services (for example, you won't be able to add additional users, companies or Modules),
- 17 **General Terms**
- 17.1 Save as provided in clause 15.1.2, any notice required to be given under this Agreement will be sent by email to us at the email address specified on the "contact us" page on our Website at <https://mysage.co.uk/contact-us/home.aspx> or to you at the email address you provide to us at the point of registration, or such other email address as either party provides during the term of this Agreement. Notices will be deemed to have been received on successful transmission of such emails.
- 17.2 We will not be liable to you for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond our reasonable control, provided that if any period of failure or delay continues for more than 60 days you will be entitled to terminate this Agreement by notice in writing to us. For the purpose of this Agreement you agree that a cyber-attack or breach of cyber security is beyond the reasonable control of Sage, subject to us being able to demonstrate that we acted in accordance with what would be reasonably considered to be best practice by a business accountancy and payroll software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security.
- 17.3 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 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.
- 17.4 Any failure by us to enforce any of the terms of this Agreement will not be construed as a waiver of our rights and remedies which are cumulative and are not exclusive of any rights and remedies provided by law.
- 17.5 This Agreement and all up to date Documentation constitute the entire agreement between you and us relating to the Services, and replaces all documents, information and other communications (whether spoken or written) between us on this subject. We both acknowledge and agree that in entering into this Agreement neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement. Nothing in this Agreement will operate to exclude or limit liability for fraud or fraudulent misrepresentation.
- 17.6 This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this Agreement at any time without your consent.
- 17.7 Nothing in this Agreement is intended to or will operate to create a partnership between the parties, or authorise either party to act

as agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 17.8 Sage Partners are independent of us and not appointed or authorised by us as our employee, agent or subcontractor. These businesses have no authority (either explicit or implied) to enter into contract or grant any licence or provide any representation, warranty, condition or guarantee with or to you on our behalf, or otherwise commit us to any obligations. We are not responsible for any modifications or mergers made to the Services by you, any Sage Partners or any third parties and we are not obliged to provide Support for such modified or merged Services.
- 17.9 As we are part of a group of companies, our parent company The Sage Group plc may enforce the terms of this Agreement. Otherwise, a person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of it. This means that only us, you and The Sage Group plc can enforce the rights set out in this Agreement.
- 17.10 If you subscribe to the Services in the UK this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this Agreement.
- 17.11 If you subscribe to the Services in The Republic of Ireland this Agreement is governed by the laws of the Republic of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this Agreement.

Exhibit A

Salary and Supplier Payments. Powered by Modulr – Terms and Conditions

Your use of Salary and Supplier Payments. Powered by Modulr is subject to the following terms and conditions.

1. Acceptance of Third Party Terms

- 1.1. Before using Salary and Supplier Payments. Powered by Modulr, you will be asked to agree to separate additional terms and conditions (“**Modulr Terms**”) which you will agree to before proceeding to use this service and such terms and conditions will govern your use of Salary and Supplier Payments. Powered by Modulr. Where there is a conflict between this Agreement and the Modulr Terms, then the Modulr Terms shall prevail in respect of the conflicting subject matter.

2. Minimum Requirements

- 2.1. In order to use Salary and Supplier Payments. Powered by Modulr, you must have an active licence (perpetual or subscription) to use supported versions of Sage 50 Accounts Essentials, Sage 50 Accounts and Sage 50 Payroll (“**Sage Eligible Product**”)
- 2.2. In addition, because Salary and Supplier Payments. Powered by Modulr is a service which integrates with your Sage Eligible Product, some features of Salary and Supplier Payments. Powered by Modulr are only accessible if you have an active licence to use certain modules of your Sage Eligible Product as notified by us from time to time. Please see our Website for more information.

3. Promotional Offers

- 3.1. We may (where advertised) offer you a period of free subscription or a number of free payment transactions or other similar promotions when you sign up to or use certain aspects of Salary and Supplier Payments. Powered by Modulr (“**Promotional Offer**”). Promotional Offers are available for the period of time and subject to the terms we advertise on our Website or in our promotional literature relating to the Promotional Offer from time to time.
- 3.2. You will be liable to and agree to pay us for any usage of Salary and Supplier Payments. Powered by Modulr outside of the terms of the Promotional Offer or in excess of any limits we impose in relation to the Promotional Offer (such as limits on the maximum number of payments you can make during the promotional period).
- 3.3. At the end of any Promotional Offer your subscription to Salary and Supplier Payments. Powered by Modulr will automatically continue on your selected payment plan and subject to standard charges unless you notify us that you wish to cancel your subscription in accordance with clause 4.
- 3.4. We reserve the right to withdraw any Promotional Offer at any time in our absolute discretion.

4. How this Agreement may end

- 4.1. We reserve the right to terminate this Agreement at any time for any reason on giving you at least 2 months’ prior written notice including by email and if we do, we will refund to you any amounts you have paid in advance for the applicable subscription period calculated from the date of termination (less any deductions of Subscription Fees or other fees that may be due to us from you).
- 4.2. Notwithstanding any other rights or remedies we have, we also reserve the right to immediately close your account and terminate this Agreement at any time by giving you written notice (including by email) if:
 - 4.2.1. you fail to pay any Subscription Fees (or any other fees that may be due to us) on the due date for payment and they remain unpaid at least 7 days after we notify you to make such payment; or
 - 4.2.2. you are in breach of any of the terms of this Agreement; or
 - 4.2.3. you no longer subscribe to a Sage Eligible Product; or
 - 4.2.4. an application is made to court or an order is made for the appointment of an administrator or an administrator is appointed in respect of your business or you become unable to pay your debts as they fall due, admit your inability to pay your debts as they fall due or become insolvent or bankrupt.
- 4.3. Where this Agreement terminates immediately and you pay fees on a monthly basis, we shall reimburse such fees as relate to the unexpired portion of the month in which this Agreement terminates.
- 4.4. You may close your account and terminate this Agreement at any time for any reason by notifying us that you wish to close your account by telephone (we may ask you to confirm your request in writing) and this Agreement will then terminate on the first Business Day of the month following the month in which we received your notice. You must immediately pay all amounts you owe to us by the date this Agreement terminates or the payment due date specified in our final invoice, whichever is later.
- 4.5. Termination does not release you from, and you shall notwithstanding termination remain liable to us for, any liability in respect of sums owing to us or from any previous liability for any act performed by us in accordance with instructions received from you.

5. How this Agreement may be varied

- 5.1. Subject to clause 5.2 below, we reserve the right to change the terms and conditions of this Agreement at any time on giving to you at least 2 months prior written notice (including by email or a notification on our Website) of the proposed changes. If you do not agree to any changes we propose to make you must, before the proposed effective date of the changes, notify us in writing and this Agreement will then terminate immediately, without you incurring any additional charge for the termination, and the provisions of clause 4 will apply. Unless we receive such notification from you, you will be deemed to have accepted the changes.
- 5.2. We reserve the right to change the terms and conditions of this Agreement on giving less than 2 months’ prior written notice where a change is required by law or

regulation. In such cases, we will give as much notice as possible prior to the change becoming effective. We also reserve the right to change the terms and conditions of this Agreement at any time without notice where a change relates to the addition of a new service or extra functionality and does not change the terms and conditions relating to existing services. In such cases, an updated version of this Agreement will be published on our Website and the change will be effective immediately.

- 5.3. We reserve the right to change the Subscription Fees (or other fees that we may charge you) at any time on giving to you at least 2 months prior written notice (including by email or a notification on our Website) of the proposed changes. If you do not agree to any changes we propose to make you must, before the proposed effective date of the changes, notify us in writing and this Agreement will then terminate immediately, without you incurring any additional charge for the termination, and the provisions of clause 4 will apply. Unless we receive such notification from you, you will be deemed to have accepted the changes.