

Last Updated: September 2018

1. Definitions

In this Agreement, these words have the following meanings:

“Data Protection Laws”	means all applicable EU laws and regulations governing the use or processing of Personal Data, including (where applicable) the European Union Directive 95/46/EC (until and including 24 May 2018), the GDPR (from and including 25 May 2018), and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.
“Customer Data”	shall mean the data, information or material provided, inputted or submitted by you or on your behalf into the Services, which may include data relating to your customers and/or employees.
“Customer Personal Data”	has the meaning set out in clause 5.
“GDPR”	means EU General Data Protection Regulation 2016/679.
“Personal Data”	means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
“Data Controller”	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.
“Data Processor”	a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.
“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 by Sage from time to time.
“Processing”	means any operation or set of operations which is 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.

“Supervisory Authority”	means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data.
“us” “we” “our” “Sage”	– Sage (UK) Limited (company registration number 1045967, registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom)
“you” and “your”	– the customer who subscribes to the software

2. What this Agreement is about

a. This agreement describes how you are allowed to use the self-study course materials (which includes any certification, e-learning information and other materials displayed on the website, any software and any written materials that form part of the self-study course (the ‘materials’)) that relate to the self-study course for which you have paid the appropriate fee to undertake (the ‘course’).

b. If we have supplied or otherwise provided you with access to any software as part of the course, your use of that software will also be governed by our standard software licence agreement for that software (the ‘software licence agreement’). If the terms of the software licence agreement and this Agreement disagree (except in relation to paragraph 6d below), the terms of the software licence agreement will apply.

c. If there is any difference between the paper copy of the Agreement and any electronic version on our website, or in the software, the paper copy will apply. Please make sure you are happy with all the terms in this Agreement before you start the course or undertake certification.

3. How you indicate that you accept this Agreement, and when this Agreement starts

a. You accept every term of this Agreement if you pay the appropriate fees and you do any of the following:

- tick a box or click on a button (or something similar) when asked to confirm that you accept this Agreement on our website or during the installation process of the software (as appropriate); or
- open the sealed packaging of any materials; or
- install the software and keep it installed for longer than 5 days; or
- access the certification area of the website; or
- download the software. This Agreement starts from the date you accept this Agreement in any of these ways.

b. If you accept this Agreement, you can use the materials as described in this Agreement and any relevant documents (such as the software licence agreement) we have provided with this Agreement. By entering into this Agreement, you and we agree to be bound by and to fully keep to it (and any relevant documents).

c. If you do not want to enter into this Agreement, you should not use the materials and immediately and permanently delete them from all computers they have been installed on. You should then return to us all physical materials unused within 10 days. Where you are undertaking the course via the e-learning route, you should leave the website and immediately inform us of your decision not to proceed (we will let you know how to do this when you contact us).

d. If you are not satisfied with the course or have any other problem with it, please email our customer care team on customer.experience@sage.com or call 0845 111 55 55.

4. Who this Agreement is between

This Agreement is between:

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

5. Data Protection

a. For the purposes of this Agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data (“Customer Personal Data”) and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality.

b. You warrant and represent that:

- i) you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
- ii) you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;
- iii) you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:
 - (a) you to disclose the Customer Personal Data to us;
 - (b) us to Process the Customer Personal Data for the purposes set out in this Agreement; and
 - (c) us to disclose the Customer Personal Data to: (i) our agents, service providers and other companies within the Sage group of companies; (ii) law enforcement agencies; (iii) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (iv) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.

c. To the extent that Sage Processes any Customer Personal Data, the terms of Exhibit A shall apply and the parties agree to comply with such terms.

d. Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our Privacy Notice, we shall comply with all Data Protection Laws applicable to us as Data Controller.

e. You agree that we may record, retain and use Customer Data generated and stored during your use of the Service (including Customer Personal Data, which we shall Process as Data Controller as set out in our Privacy Notice, on the basis of our legitimate business interests), in order to:

- i) deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of Services;
- ii) carry out research and development to improve our, and our Affiliates', services, products and applications;
- iii) develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Sage customers;
- iv) provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience,

provided that Sage shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. If at any time you do not want us to use Customer Data in the manner described in this clause e, please contact us at the email address set out in the Privacy Notice.

6. Your rights to use the materials

a. If you accept this Agreement in one of the ways set out in clause 3 above we give you the right (called a licence) to use the materials in the way described in this Agreement. You may not use the materials in any other way (however, please read paragraphs 2b and 7a about how you can use them as described in other documents from us).

b. Your licence is not exclusive, which means that we may grant the same and similar rights to others.

c. You must only use the materials for one person's training requirements (the 'student'). You must buy additional licences from us if more people wish to undertake the course.

d. You can only use the software and access the e-learning materials (where applicable) for the limited period we told you about in the relevant documents or when you purchased your licence to undertake the course (where appropriate). After this time, you will not be able to use the software or access the e-learning materials without buying an additional licence from us.

e. You cannot transfer any part of the materials to any other person or organisation. For example, you cannot sell the materials. If you become insolvent, an insolvency practitioner may not pass on the materials as part of your assets.

7. Limits on using the materials and software

a. Materials owned by others

The materials may be accompanied or include other material which we do not own ('third-party material'). You cannot use the third-party material by itself – you can only use it as part of the course and you agree to keep to any licence agreement provided with that third-party material. If there is no licence agreement with that third-party material, this Agreement will apply to how you use that material.

b. Altering or copying the materials

You must not alter the materials or copy (or in the case of e-learning download) any part of the materials or allow anyone else to do so, unless we tell you that you may in writing.

c. How we use information about you

We will use any information you provide us under this Agreement, or that we collect under this Agreement as described in our Privacy Notice (which can be found at www.sage.com) and in particular to:

- provide, manage and administer your use of the software;
- fulfill our contractual obligations under this Agreement;
- liaise with regulators, banks, law enforcement agencies (including the police), credit agencies and fraud detection parties;
- contact you to see if you would like to take part in our customer research;
- contact you about other products and services which we think you will be interested in;
- deliver targeted advertising, marketing (including in-product messaging) or information to you which may be useful, based on your use of the software or any other information we have about you (you may be able to configure these features to suit your preferences); and
- otherwise in accordance with our Privacy Notice.

d. We may disclose information to other companies in the Sage group of companies, our contractors, and other organisations for example, we may disclose information to:

- organisations which we use to help us send communications;
- organisations we use to help us provide the software or services (such as hosting providers, where relevant);
- law enforcement agencies and fraud detection parties;
- third parties (if any) used by us to perform our obligations to you under this Agreement; and
- any other person in order to meet any legal obligations on us, including statutory or regulatory reporting.

e. If you provide us with information which contains personal data we will process that data in accordance with the Data Protection Laws and you agree and authorise us to use it as described at paragraphs 5c and 5d above.

f. If at any time you do not want us to use your personal data to contact you about taking part in customer research or to provide information about other products or services, if you are using the software in the UK, please call 0800 111 66 66 or visit the “contact us” page on our Website at <https://mysage.co.uk/contact-us/home.aspx>. If are using the software in the Republic of Ireland, please call 1890 88 20 60 or email us at access@sage.com

g. Unauthorised use of the materials

The following are examples of things you must not do (or allow any one else to do) with the materials.

- You must not use the materials in any way other than as set out in this Agreement, the relevant documents or as allowed by us in writing.
- Only the student may use the materials. You must not allow anyone else to access, install or use the materials in any way, or give anyone else any right (of any kind) to access, distribute, use or benefit from them in any way.
- You must not install the materials on more than one computer (including laptop, PC or other computing device) at any one time.
- You may not use the materials to help you develop your own training course or materials.
- If we believe that the way you use the materials may break any part of this Agreement, we will check by asking one of your directors, partners or similar senior managers to confirm to us in writing (using a form which we will provide to you) that you have kept to all parts of this Agreement.

h. Ownership of the materials

Although you have rights to use the materials as described in paragraph 6, you do not own any of the intellectual property rights in the materials. Intellectual property rights are, in summary, the rights an owner has to say how certain things, like literature, films and software may be used. We, or the third party owners described in paragraph 7a above, continue to own the intellectual property rights in the materials. The only rights you have to the materials are the licence to use the materials as described in paragraph 6 and any other rights we give you under this Agreement.

8. E-Learning and certification

a. This paragraph 8a applies to you if you have purchased a license to undertake certification or the e-learning course:

You must only undertake certification or the e-learning course and use the associated materials in a manner consistent with the terms of this Agreement and any relevant documents.

From time to time we may change the material which forms part of certification or the e-learning course.

We will try to make sure that the sections of our website which contain certification or e-learning materials are free from viruses, however, we cannot guarantee this. We recommend that you use your own virus-protection software.

We cannot guarantee that our website will be compatible with your browser or computer set-up, or that your access to our website will not be interrupted (this may be beyond our control).

From time to time we may temporarily stop providing access to our website, for maintenance, repairs or other reasons. If possible, we will try to make sure this happens outside normal business hours.

9. Our guarantees relating to the materials

a. We guarantee that, as far as we are aware, the materials do not infringe the rights of any third party. If, we do not meet this promise, then we will either provide replacement materials to correct the problem or refund the fee you paid for the course. If we give you a refund, this Agreement will immediately end.

b. We do not guarantee:

- that the materials will meet your individual needs;
- that there will be no interruptions in your use of the materials;
- that you will get particular results from the materials; and
- the standard of the results you will get from using the materials.

The fact that you have told our representative about how you intend to use the materials will not affect this paragraph as the course been developed for many different types of participant.

c. Except where paragraph 10c applies, this Agreement describes all of our guarantees relating to the materials and the course. Unless this Agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, by law, a particular term, warranty or other promise relating to the materials or software would automatically be included in this Agreement, we will only be bound by that term, warranty or promise to the extent set by law.

10. Our liability and responsibility to you if something goes wrong

a. Our liability (including for negligence) under this Agreement will be limited to paying you an amount equal to 125% of the value of the fees you paid for the licence to undertake the course.

b. You are better placed to understand the risks to your business that may occur as a result of your use of the materials. Accordingly, we will not be responsible for any of the following, even if we knew or should have known there was a possibility you could experience the problem:

- financial or similar loss of any kind, including, for example, loss of profits, business, estimated savings or goodwill, however the loss is caused;
- any interruption to your business or loss of or damage to information, however that interruption, loss or damage is caused;
- loss or damage which we could not have reasonably known about at the time you entered into this Agreement; and
- we recommend that you consider obtaining insurance cover if you believe that you could experience anything that we have told you that we will not be responsible for.

c. Nothing in this Agreement will prevent or limit your or our liability for fraud, death of or personal injury to any person as a result of our negligence, or any legally binding promise, automatically given by law that we cannot exclude.

d. Your and our responsibilities under this Agreement are reasonable because they reflect that:

we cannot control how, and for what purposes, you undertake the course and/or use the materials;

we have not developed the course or materials specifically for you.

11. How you or we may end this Agreement

a. You may end this Agreement at any time by writing to tell us. If you do this, we will not give you a refund, and you must immediately pay all amounts you owe us by the date this Agreement ends.

b. This Agreement will automatically and immediately end if you become bankrupt (or something similar happens) or your business cannot pay its debts or stops trading, or if any finance arrangement relating to the software has ended for any reason without you paying the full amount of that finance. In those circumstances, we will not give you a refund and the licence for the software cannot be transferred by or to any person. For example, any firm (such as an insolvency practitioner) trying to sell your assets cannot pass on the materials or software.

c. If you or we discover that the other has done something which is not allowed by this Agreement, or has not done something that must be done, the one who discovered the situation can give the other notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who discovered the situation can then end this Agreement immediately by giving the other written notice.

d. No matter how this Agreement ends, the information you store in the software remains your information and you can take it off 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.

12. General terms

a. If we quote you a price, on our website or by phone, for the course, that price will be confirmed when we issue our invoice.

b. 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.

c. This Agreement is the entire agreement between you and us relating to the course and replaces all documents, information and other communications (whether spoken or written) between us for such use and you agree that you have not relied upon any such documents, information and other communications in entering into this Agreement.

d. You must not transfer this Agreement to anyone else. We may transfer this Agreement to another organisation which is part of our group of companies at any time.

e. 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 materials or software from us after we have told you that we have changed this Agreement, we will consider you to have accepted those changes.

f. If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this Agreement for as long as those circumstances continue.

g. Nothing in this Agreement gives anyone any right or benefit under the Contracts (Rights of Third Parties) Act 1999, except that the owners of third-party software can benefit from paragraphs 6, 7, 11 and any other part of this Agreement that applies to third-party software.

h. This Agreement is governed by English law and you and we both agree that the English courts will be the only courts that can decide on legal disputes or claims about this Agreement.

Exhibit A – Data Protection

1. Interpretation

- 1.1. Where there is any inconsistency between the terms of this Exhibit A and any other terms of this Agreement, the terms of this Exhibit A shall take precedence.

2. Processing of Personal Data

- 2.1. During the term of this Agreement we warrant and represent that we:
 - 2.1.1 shall comply with the Data Protection Laws applicable to us whilst any Personal Data is in our control;
 - 2.1.2 when acting in the capacity of a Processor, shall only Process the Personal Data:
 - 2.1.2.1 as is necessary for the provision of the Services under this Agreement and the performance of our obligations under this Agreement; or
 - 2.1.2.2 otherwise on your documented instructions.
- 2.2. We agree to comply with the following provisions with respect to any Personal Data processed for you in connection with the provision of the Service under this Agreement.

3. Obligations of Sage

- 3.1. Sage shall:
 - 3.1.2 taking into account the nature of the Processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests from individuals for exercising Data Subjects' rights; and
 - 3.1.3 taking into account the nature of the Processing, and the information available to it, provide reasonable assistance to Customer in ensuring compliance with its obligations relating to:
 - 3.1.3.1 notifications to Supervisory Authorities;
 - 3.1.3.2 prior consultations with Supervisory Authorities;
 - 3.1.3.3 communication of any breach to Data Subjects; and
 - 3.1.3.4 privacy impact assessments.

4. Personnel

- 4.1 Sage shall:
 - 4.1.2 take reasonable steps to ensure the reliability of any personnel who may have access to the Personal Data;
 - 4.1.3 ensure that access to the Personal Data is strictly limited to those individuals who need to know and/or access the Personal Data for the purposes of this Agreement; and
 - 4.1.4 ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.2 If so required by Data Protection Laws, Sage shall appoint a data protection officer and make details of the same publicly available.

5 Security and Audit

- 5.1. Sage shall implement and maintain appropriate technical and organisational security measures appropriate to the risks presented by the relevant Processing activity to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage or disclosure. Such measures include, without limitation, the security measures set out in clause 5.3.
- 5.2 Subject to any existing obligations of confidentiality owed to other parties, we shall make available to you all information reasonably necessary to demonstrate compliance with the obligations set out in this Exhibit A, which may include a summary of any available third party security audit report,

or shall, at your sole cost and expense (including, for the avoidance of doubt any expenses reasonably incurred by us), allow for and contribute to independent audits, including inspections, conducted by a suitably-qualified third party auditor mandated by you and approved by us.

- 5.3 Sage operates, maintains and enforces an information security management programme ("**Security Program**") which is consistent with recognised industry best practice. The Security Program contains appropriate administrative, physical, technical and organisational safeguards, policies and controls in the following areas:

- 5.3.1 information security policies;
- 5.3.2 organization of information security;
- 5.3.3 human resources security;
- 5.3.4 asset management;
- 5.3.5 access control;
- 5.3.6 cryptography;
- 5.3.7 physical and environmental security;
- 5.3.8 operations security;
- 5.3.9 communications security;
- 5.3.10 system acquisition, development and maintenance;
- 5.3.11 supplier relationships;
- 5.3.12 information security incident management;
- 5.3.13 information security aspects of business continuity management;
- 5.3.14 legislative, regulatory and contractual compliance.

6 Data Breach

- 6.1 Sage shall notify you without undue delay if we become aware of a breach of security to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data arising from any act or omission of Sage or its sub-processors.

7 Transfer of Personal Data outside the EEA

- 7.1 You expressly agree that we may transfer Personal Data within the Sage group of companies on the terms of Sage's Master Data Processing and Transfer Agreements, which incorporate the European Commission's standard contractual clauses.
- 7.2 You acknowledge that the provision of the Services may require the Processing of Personal Data by sub-processors in countries outside the EEA. We shall not transfer Personal Data outside the EEA to a sub-processor where such transfer is not subject to: (a) an adequacy decision (in accordance with Article 45 of the GDPR); or (b) appropriate safeguards (in accordance with Article 46 of the GDPR); or (c) binding corporate rules (in accordance with Article 47 of the GDPR), without your prior written consent.

8 Return and deletion

- 8.1 At your option, Sage shall delete or return all Personal Data to you at the end of the provision of the Services and delete all existing copies of Personal Data unless we are under a legal obligation to require storage of that data or we have another legitimate business reason for doing so.

9 Use of Sub-Processors

- 9.1 Customers agree that Sage has general authority to engage third parties, partners, agents or service providers, including its Affiliates, to Process Personal Data on Customer's behalf in order to provide the applications, products, services and information Customer has requested or which Sage believe is of interest to Customer ("**Approved Sub-Processors**"). Sage shall not engage a sub-processor to carry out specific Processing activities which fall outside the general authority granted above without Customer's prior specific written authorisation and, where

such other sub-processor is so engaged, Sage shall ensure that the same obligations set out in this Exhibit A shall be imposed on that sub-processor.

- 9.2 Sage shall be liable for the acts and omissions of any Approved Sub-Processor to the same extent Sage would be liable if performing the services of each Approved Sub-Processor directly under the terms of this Exhibit A.