

Sage Business Cloud Accounting and Sage Business Cloud Payroll

Terms and Conditions of Use

(Last updated: January 2022)

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE SERVICE (AS DEFINED BELOW).

YOU ACCEPT THIS AGREEMENT AND ITS TERMS EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY PROCEEDING TO USE THE SERVICE.

IF YOU DO NOT AGREE WITH OR OTHERWISE ACCEPT THIS AGREEMENT, YOU MAY NOT USE THE SERVICE.

IF YOU ARE AN ACCOUNTANT OR PARTNER USING THE SERVICE, THIS AGREEMENT TAKES PRECEDENCE IN RELATION TO YOUR OPERATION AND USE OF THE SERVICE AND APPLIES IN ADDITION TO ANY OTHER TERMS AND CONDITIONS IN PLACE BETWEEN US FROM TIME TO TIME.

1. Definitions and Interpretation

1.1. Definitions. In this Agreement, the following words shall have the following meanings:

Accountant	a professional financial adviser who subscribes to the accountant specific version of the Service.
Affiliate	any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity. An entity is an Affiliate only so long as such Control continues.
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.
API	an application programming interface for the Service, as updated from time to time at our discretion.
App	application software designed to run on a mobile device which allows you and your Users to use the Service in accordance with this Agreement.
Bank Terms	Feed 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.

Control the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. The terms “Controlled” and “Controls” shall be construed accordingly.

Customer Data the data, information or material provided, inputted or submitted by you or on your behalf into the Service, which may include data relating to Users, your customers, suppliers, employees or other third parties.

Data Protection Addendum our Data Protection Addendum posted on <http://www.sage.com/dataprotectionaddendum> (or such other URL as notified to you) as amended from time to time. Terms defined in the Data Protection Addendum shall have the same meanings when used in these terms and conditions unless otherwise specified.

Data Protection Laws any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018, the UK GDPR (and where applicable the EU GDPR) and The Privacy and Electronic Communications (EC Directive) Regulations 2003.

Developer Tools the development components, developer tools, deployment tools and other documents and materials that we make available from time to time for the development, testing, operating or maintaining of applications that interoperate with the Service.

Documentation the user guides, specifications, instructions and manuals relating to the Service made available by Sage through the Service or otherwise on a website administered by Sage or its



Affiliates, as updated from time to time, but excluding marketing materials and sales publications.

Effective Date the date you accept this Agreement in one of the ways set out above.

Force Majeure Event an act of God (e.g. a natural disaster, accident or epidemic) or another event outside of a party's reasonable control (e.g. acts of war, terrorism, government authority or by another third-party outside the party's control). For the purposes of this Agreement, 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 good 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.

Free Trial access to the Service, free of charge, for a limited or short-term period as set out in our marketing and sales material.

Intellectual Property Rights rights recognised by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), trade secret rights, trade marks, service marks, domain name rights, database rights, patents, trade secrets, know-how, rights in confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"party" you and us, together the **"parties"**.

Privacy Notice the Sage privacy notice, found at <https://www.sage.com/company/privacy-notice-and-cookies>, as updated from time to time.

Promotional Price a reduction in the recommended retail price for the Service for a

limited time period as set out in our marketing and sales material which can be redeemed by entering a promotion or activation code as part of the registration process or using special links provided by us for registration; including 'buy-now' prices for customers who choose not to complete a Free Trial. The term **"Promotional Prices"** shall be construed accordingly.

Sage Data data about the configuration and use of the Service, the Documentation, and other information provided to you via login in the Service or otherwise by Sage in the course of performance under this Agreement, other than Customer Data.

Service the accounting and payroll solutions that you procure from us under this Agreement (including any modifications, enhancements, Updates, upgrades, revisions, patches and fixes thereto) together with the App, but excluding Third-Party Services.

Third-Party Provider the provider of a Third-Party Service.

Third-Party Service(s) any product(s) (e.g. software, cloud services, or forms), tool(s) (e.g. integration or development tools) or service(s) (e.g. implementation, configuration, development or accounting) provided by a party other than Sage.

Update has the meaning set out in clause 3.3.

User 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). Users may include your employees, consultants, contractors or agents.

"we" "us" "our" "Sage" **Sage Global Services Limited** a company incorporated in England (company registration number 09506951, VAT number GB 555 909 605) whose registered office is at C23 - 5 & 6 Cobalt Park Way Cobalt Park, Newcastle Upon Tyne, United Kingdom, NE28 9EJ, or such other entity as may be identified in the invoices which are issued to you with



respect to your use of the Service, in which case your contracting entity shall be the entity identified in your invoices unless and until specified otherwise by Sage.

"you" or "your" the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then: (i) the person represents that they have the authority to bind such entity and its Affiliates to the terms of this Agreement; and (ii) **"you"** and **"your"** refers to such entity and, to the extent appropriate, such Affiliates.

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

2. Usage Rights.

2.1. Free Trials and Promotional Prices. From time to time, we may in our sole discretion offer Free Trials and/or Promotional Prices. We may in our sole discretion determine your eligibility for a Free Trial or Promotional Price and may withdraw or modify the same without prior notice and with no liability (to the maximum extent permitted by law). Unless otherwise specified, any Free Trial and Promotional Price offers may only be redeemed by a customer once and cannot be used with any other promotions or offers with respect to the Service. If you register for a Free Trial or we agree to apply a Promotional Price to your use of the Service, the applicable provisions of this Agreement will also govern that Free Trial and such Promotional Price, together with such other terms and limitations as we may notify to you from time to time (**"Supplementary Terms"**). If there is any conflict or inconsistency between the Supplementary Terms and this Agreement, the Supplementary Terms shall take precedence in connection with the Free Trial or Promotional Price to which they relate.

2.2. Access to the Service. Subject to the rights and limitations set out in this Agreement and your payment of all applicable fees (except with respect to a Free Trial), Sage grants you a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) right to permit Users to access and use the Service and the Documentation solely for your internal business purposes for the term of this Agreement. Accountants may link to their client's account for the purposes of inputting, transferring and analysing data and documents on behalf of such clients (where the client permits this) and for making the Service available to them. You are responsible for working with your Accountant to set and manage access rights and levels of access that your Accountant has over your account. You acknowledge that we have no control over such access rights and therefore we accept no liability for any loss or damage or other liability that you may suffer as a result of any act, omission or failure of your Accountant. In the event that your Accountant suffers one of the events set out in clause 9.3(ii) to (vi), or they are in breach of this Agreement or any other terms and conditions which they hold with Sage relating to your use of the Service, we reserve the right to restrict or suspend your access to any aspect of the Service and/or to delink your account from your Accountant.

2.3. Limitations. Except with Sage's prior written consent, you shall not access the Service if you provide, or intend to provide, any service or functionality which competes with the Service, or for any other benchmarking or competitive purposes. We will take reasonable steps to make sure that the Service is free from viruses 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 or the Users.

2.4. Compatibility. You shall remain responsible for the Service being compatible with (where applicable) your web browser, network and internet connections, and/or equipment or device set-up, and for any associated fees and for all problems, conditions, delays, delivery failures, costs and all other loss or damage arising from or relating to the same. You shall also remain responsible for the establishment, maintenance and monitoring of adequate internal security measures in connection with the accessing and use of the Service by you and your Users. The Service is provided over the internet via networks only part of which are within Sage's control. Our obligations herein apply only to networks and equipment within our control, and we are not responsible for any delay, loss, interception, or alteration of Customer Data on a network outside of our control.



2.5. Restrictions. You shall not: (i) licence, rent, sell, resell, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or make the Service or Documentation available to any third-party other than your Users or Accountant, or include the Service as part of a facility management, timesharing or service bureau arrangement except as expressly authorised in this Agreement; (ii) attempt to decompile, reverse compile, disassemble, reverse engineer, copy, modify or make derivative works based upon the Service; (iii) remove any proprietary notices or labels from the Service or the Documentation; (iv) create internet links to or from, or frame or mirror any part of, the Service; (v) use the Service, including through a Third-Party Service, for any purpose other than those for which it was designed and specifically shall not use it: (a) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or regulations; (b) to provide us with fraudulent information; (c) to store sensitive data such as bank account data, social security (or equivalent) numbers and credit card data outside of the designated fields therefor; (d) to send or store material which violates the rights of a third-party; (e) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (f) to interfere with or disrupt the integrity, security, availability or performance of the Service or other data contained therein or threaten to do the same; (g) to make or attempt to make a local non-cache copy of any part of the Service; or (h) for any other illegal or unlawful purposes. In the event that you breach the provisions of this Agreement, or your use of the Service interferes with or disrupts the integrity, security, availability or performance of the Service, we reserve the right, without liability or prejudice to our other rights, to immediately modify or temporarily restrict or suspend your access to any aspect of the Service, or the entire Service and/or a Third-Party Service without notice to you.

You shall not facilitate or aid a third-party in any of the activities described in this clause 2.5.

2.6. Your account. You shall use the Service only in accordance with this Agreement and the Documentation, and shall provide all co-operation and information as Sage may reasonably require in connection with this Agreement. You shall carry out all of your obligations under this Agreement in a timely and efficient manner, and shall notify Sage immediately of any known or reasonably suspected breach of the terms of this Agreement. Each User must have a valid subscription for the Service. You are responsible for: (i) the accuracy, quality, reliability, integrity and legality of Customer Data and the means by which you acquire Customer Data and input it into the Service; (ii) the confidentiality of User access credentials that are in your possession or control; (iii) the activity of your Users in the Service, and ensuring that you have all consents and permissions required from such Users to

perform your obligations under this Agreement; (iv) your Users' compliance with this Agreement and the Documentation; and (v) any access rights granted to your Accountant. You must notify Sage immediately if you become aware, or reasonably suspect, that your account's security has been compromised. Sage has no liability for unauthorised use of your or your Users' access credentials unless it was a result of a breach of Sage's obligations under this Agreement.

2.7. Using the App together with the Service. We may make available to you an App which will allow you to access the Service. Your access to and use of the App is subject to the terms of this Agreement and any additional terms and conditions governing the use of the App, in addition to this Agreement. Where there is a conflict between this Agreement and any additional terms accompanying the App, those additional terms shall prevail with respect to the conflicting subject matter. Unless we notify you otherwise, you will not be charged for your use of the App. Should a charge become payable, we shall inform you on reasonable notice as to the amount payable. You and/or your Users continued use of the App shall constitute your deemed acceptance of such charges.

2.8. API and Developer Tools. If the Service offers integration capabilities via an API or Developer Tools, your use of the API or Developer Tools may be subject to additional costs, Sage specific policies, and terms and conditions (which shall prevail in relation to your use of the API or Developer Tools). You may not access or use the API or Developer Tools in any way that could cause damage to us or the Service, or in contravention of any applicable laws. We reserve the right in our sole discretion, to: (i) update any API or Developer Tools from time to time; (ii) place limitations around your use of any API or Developer Tools; and (iii) deny you access to any API or Developer Tools in the event of misuse by you or to otherwise protect our legitimate interests.

2.9. Bank Feeds. You can import bank feeds into the Service 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. You must agree to the Bank Feed Terms if you want to take advantage of the bank feeds service. 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 with respect to the conflicting subject matter.



2.10. Changing Service Tiers. We may make available for purchase different tiers of the Service from time to time, as detailed on our websites or otherwise notified by us from time to time (“**Service Tiers**”). If you wish to move up or down the Service Tiers, Sage shall have sole discretion as to whether you may do so, for which additional fees may be payable as specified by Sage from time to time. Without prejudice to the foregoing, you must comply with such processes for moving up or down Service Tiers as Sage may notify to you from time to time, and by changing Service Tiers you may waive your entitlement to a Free Trial or Promotional Price. We may at our discretion decide to upgrade you from one Service Tier to another Service Tier, provided that we will give you not less than thirty (30) days’ notice in advance of any changes to the applicable charges for such Service Tier, either within the Service or by sending you an email.

3. Availability and Support

3.1. Availability. We will use reasonable endeavours to maintain availability of the Service 24 hours a day, 7 days per week, except for: (i) planned downtime; (ii) any unavailability that is necessary to protect you, Sage or our subcontractors (wherever practicable we will give you prior notice of such unavailability); or (iii) any unavailability caused by a Force Majeure Event. We will endeavour to schedule planned maintenance affecting the availability of the Service at non-peak times, and you will receive reasonable advance notice (either via the Service or at <https://trust.sage.com/>) of such planned maintenance. Notwithstanding the foregoing, we reserve the right at any time to suspend without notice your access to and/or use of the Service for the purpose of enabling us to carry out essential emergency and/or urgent maintenance.

3.2. Technical support. We will use reasonable endeavours to provide support to assist you in your use of the Service in accordance with the Documentation, but we do not provide any warranty or guarantee that we will be able to fix any problems or remedy any issues experienced by you in relation to the Service. Your subscription includes onboarding support, which will usually be provided by a series of feature focused emails within the first month of your subscription. You will also have access to our general support resources including knowledgebases, Live Q&A, learning sites, communities and direct support. We may use certain technologies to facilitate such support, such as call recording and caller recognition technology. 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 grant us the right to access your systems to provide such support. We will not be required to provide support where any errors arise from: (i) your failure to fulfil or comply with your obligations under this Agreement; or (ii) any other circumstance where it is stated in the Documentation that such support will not be provided. Online resources and/or online support for the

Service may be provided to you, and may be subject to additional charges. Sage also offers optional support services which may require the payment of additional fees. We will not provide technical support or other assistance if you only use the App, or for any Third-Party Services.

3.3. Maintenance. We may release enhancements or provide additional features for the Service (each an “**Update**”). The frequency and how we provide any Updates to you will be at our discretion. We will use reasonable endeavours to notify you when we are going to provide such Updates via a notification in the Service or by sending an email to you. The Service may contain auto update technology, a feature used to implement Updates. This feature cannot be disabled. This feature will: (i) connect to our (or our subcontractors) systems over the internet; (ii) use internet protocols to determine whether Updates are required; and (iii) automatically download and install, or prompt you to download and install, current Updates. By accessing and using the Service, you consent to the automatic downloading and installing of Updates in this manner.

3.4. Professional services. Sage may also provide other services, such as consulting, training or development services. Any such services or requirements are outside the scope of this Agreement and shall only be provided by Sage subject to the terms of a separate written agreement between the parties. You acknowledge that we are not your accountant and the Service should not be used as a substitute for professional accountancy advice.

3.5. Personnel. Except as otherwise specified in this Agreement, Sage shall remain responsible for the performance of our employees and agents and their compliance with our obligations under this Agreement.

4. Third-Party Services

4.1. No endorsement or warranty. Sage may present to you (including on Sage websites) and/or the Services may integrate with Third-Party Services that are offered by Third-Party Providers. Sage does not endorse or make any representation, warranty or promise regarding, and does not assume any responsibility for, any such Third-Party Service or Third-Party Provider and shall have no liability whatsoever for any damage, liabilities or losses caused by any Third-Party Service or Third-Party Provider, regardless of whether it is described as “authorised,” “certified,” “recommended” or the like and regardless of whether the Third-Party Service is included in your Sage order. We have no obligation to make available or provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Service with any Third-Party Services. Your use of the Third-Party Services is subject to the terms and conditions imposed by the Third-Party Providers in addition to these terms and conditions (to the extent applicable). If there is a conflict or inconsistency between these terms and conditions and such



terms and conditions imposed by the Third-Party Providers, these terms and conditions shall take precedence in connection with the use of the Service. If you do not accept or agree to the terms and conditions imposed by the Third-Party Providers then your access and use of the Service may be affected. You are solely responsible for evaluating Third-Party Services and Third-Party Providers, and for reviewing all applicable terms and conditions and policies of any such Third-Party Providers. We may withdraw access to Third-Party Services at any time and without notifying you. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with the Service features on reasonable terms, we may cease providing those Service features without entitling you to any refund, credit or other compensation.

4.2. Data sharing. If you obtain a Third-Party Service that requires access to or transfer of Customer Data, you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider's own privacy notices and policies, and that Sage is authorised to provide the Customer Data as requested by the Third-Party Service. Sage is not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by you.

4.3. AWS platform. The Service is hosted on Amazon's AWS platform, an internet-scale cloud computing and services platform hosted in Amazon data centers. Your use of the Service is also subject to the following Amazon terms, conditions and policies: (i) AWS Privacy Notice Statement: available at <http://aws.amazon.com/privacy>; (ii) AWS Service terms: available at <http://aws.amazon.com/serviceterms>; and (iii) AWS Acceptable Use Policy: available at <http://aws.amazon.com/aup/>. Neither you, nor anyone accessing the Service, may use Amazon's AWS platform in any way prohibited by the AWS Acceptable Use Policy.

5. Fees and Payment

5.1. Rate and frequency. By providing your payment details to us in connection with the Service, you agree that we may automatically begin charging you the fees for the Service in accordance with the terms of this Agreement. You must pay all fees due for the Service at such rate and frequency, and on such payment dates, as set out in our welcome / login information email or the invoice provided to you with respect to your purchase of the Service, or as otherwise notified by us pursuant to the terms of this Agreement. Payment obligations are non-cancellable and fees paid are non-refundable (other than as expressly set out in this Agreement). Where we have agreed in advance that your Accountant will pay your fees for the Service, payment of such fees by you to your Accountant shall constitute valid payment for the purposes of this Agreement.

5.2. Expiry of a Free Trial. In order to continue to use the Service following the end of a Free Trial period, unless this Agreement is terminated in accordance with its terms, you will be required to provide your payment details to us and to pay the applicable fees. Failure to do so will result in termination of this Agreement at the expiry of the Free Trial. Subject to the foregoing requirements of this clause, you will automatically be charged our standard list price for the Service unless we advise you otherwise in writing.

5.3. Expiry of a Promotional Price. At the end of a Promotional Price period, unless this Agreement is terminated in accordance with its terms, you will automatically be charged our standard list price for the Service unless we advise you otherwise in writing.

5.4. Changes to the fees. We shall be entitled to increase the applicable fees for the Service at any time by giving you not less than thirty (30) days' written notice, and such an increase will take effect from your next payment date after this notice period has ended.

5.5. Payment terms. Unless otherwise stated, we will automatically charge the fees for the Service at such rate and frequency, and on such payment dates, as set out in our welcome / login information email or the invoice provided to you with respect to your purchase of the Service, or as otherwise notified by us pursuant to the terms of this Agreement.

5.6. Billing and contact information. You agree to provide us with complete and accurate billing and contact information and shall promptly notify us of any change to this information.

5.7. Taxes. All fees are exclusive of applicable taxes, levies, or duties imposed by taxing authorities, including, for example, value added tax, goods and services tax, sales, use or withholding taxes, assessable by any jurisdiction whatsoever, and you shall be responsible for the payment of all such taxes, levies or duties in addition to the fees, excluding taxes on Sage's net income.

5.8. Late payment. If any funds are unavailable from your account on (or fees are not received by your Accountant, if we have agreed in advance that they can pay your fees for the Service, by) the due date for payment, then without limiting our rights or remedies: (i) those fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or up to the maximum rate permitted by law, whichever is lower; and/or (ii) we may apply shorter payment terms to any future fees.

5.9. Suspension for non-payment. If any funds are unavailable from your account on (or fees are not received by your Accountant, if we have agreed in advance that they can pay your fees for the Service, by) the due date for



payment and/or any amount owing by you under this Agreement or any other agreement for our services is overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under this Agreement or such other agreements so that all such obligations become immediately due and payable, and/or suspend your access to the Service until such amounts are paid in full.

5.10. Reactivation of a suspended account. Where we suspend your use of the Service pursuant to clauses 2.5, 5.9 or 13, we may at our discretion agree to reactivate your account subject to you paying a reactivation fee. If you were paying a Promotional Price for the Service prior to suspension and we reactivate your account, you will no longer be eligible for the Promotional Price and will be charged our standard list price for the Service unless we advise you otherwise in writing.

6. Verification of Use

Sage (or its designated auditors) shall have the right to monitor or audit your use of the Service to verify compliance with this Agreement. If it is revealed that you have underpaid fees, including such fees as may be due to your Accountant, or owe fees to Sage, without prejudice to any other rights that Sage may have under this Agreement, Sage will invoice you for the underpayment or amount due based on Sage's then current price list. You shall pay any such invoice within ten (10) days of the date of the invoice, and all unauthorised User subscriptions will be converted into full-use subscriptions at our then-current list pricing for such full-use User subscriptions.

7. Proprietary Rights

7.1. Sage Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Sage alone (and its licensors, where applicable) reserves all rights, title and interest in and to the Service (including any configurations, customisations, modifications, enhancements, Updates and revisions thereof), Sage Data and Documentation, including all related Intellectual Property Rights therein. All rights not expressly set out in this Agreement are reserved by Sage. The Sage name, logo and the product names associated with the Service and the Documentation are trademarks of Sage or third parties, and no right or licence is granted to use them.

7.2. Ownership of Customer Data. All title and Intellectual Property Rights in and to the Customer Data is owned by you, and you grant Sage, its Affiliates, employees, personnel, representatives, agents and subcontractors a worldwide, royalty-free, non-exclusive licence to host, copy, transmit, display and use the Customer Data to provide, administer and ensure the proper operation of the Service and related systems, and to perform our rights and obligations under this Agreement.

7.3. Feedback. You may, but are not required to, provide Sage, its Affiliates, employees, personnel, representatives, agents or subcontractors with ideas, suggestions, requests, recommendations or feedback about the Service ("**Feedback**"). If you do so, you grant Sage and its Affiliates, employees, personnel, representatives and agents a non-exclusive, royalty free, worldwide, perpetual, irrevocable licence to use, exploit, reproduce, incorporate, distribute, disclose, and sublicense any Feedback for any purpose.

8. Confidentiality

8.1. Definition of Confidential Information. Subject to clause 8.2, "**Confidential Information**" means all information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms of this Agreement, the Service, the Documentation, Sage Data, business and marketing plans, pricing and payment information, technology and technical information, product designs, and business processes.

8.2. Exceptions. Confidential Information excludes: (i) information that was known to the Receiving Party without a confidentiality restriction prior to its disclosure by the Disclosing Party; (ii) information that was or becomes publicly known through no wrongful act of the Receiving Party; (iii) information that was rightfully received from a third-party authorised to make such disclosure without restriction; (iv) information that has been independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information; and (v) information that was authorised for release (in writing) by the Disclosing Party.

8.3. Confidentiality obligations. The Receiving Party will use the same degree of care as it uses for its own confidential information of like nature, but no less than reasonable care, to protect the Disclosing Party's Confidential Information from any use or disclosure not permitted by this Agreement or authorised by the Disclosing Party. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information in order to effect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those in the Agreement. The Receiving Party shall be responsible for any breach of this clause by its employees, Affiliates and service providers.

8.4. Disclosure required by law. The Receiving Party may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Receiving Party provides advance notice thereof (to the



extent practicable) and reasonable assistance, at the Disclosing Party's cost, to enable the Disclosing Party to seek a protective order or otherwise prevent or limit such disclosure.

8.5. Injunctive relief. A breach of this clause 8 may cause irreparable damage, which money cannot satisfactorily remedy, and therefore, in addition to any other available remedies, the Disclosing Party may seek injunctive relief for any threatened or actual breach of this clause 8 without the need to prove damages or post a bond or other surety.

9. Term and Termination

9.1. Duration of this Agreement. This Agreement commences on the Effective Date and continues until terminated by either party in accordance with this Agreement. If we have agreed in advance that your Accountant will pay the fees for your access to the Service, you must inform your Accountant if you wish to terminate this Agreement and we will only act on your Accountant's instructions in relation to the administration of your account.

9.2. Termination for convenience. This Agreement may be terminated for convenience at any time:

- 9.2.1. by us, if we provide written notice of termination to you of not less than thirty (30) days; or
- 9.2.2. by you, if you: (i) provide written notice of termination to us or to your Accountant (where your Accountant has set up the Service for you) of not less than thirty (30) days or such shorter period as we may specify from time to time, including within the Service; or (ii) follow such other process as we may specify from time to time, including within the Service.

The rights and obligations set out in this Agreement (including your obligations to pay any applicable fees) shall continue until termination has taken effect.

9.3. Termination for cause. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (i) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if remediable) fails to remedy that breach within fourteen (14) days of being notified in writing to do so; (ii) to the extent permitted by applicable law, the other party becomes the subject of a petition in bankruptcy or other proceedings relating to insolvency (within the meaning of Section 123 Insolvency Act 1986) or makes an assignment for the benefit of creditors; (iii) if 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; (iv) 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; (v) if the other party suspends or ceases, or threatens to suspend or cease, to trade; (vi) the other party takes or suffers any similar or analogous action to those set out in points (ii) – (v) above in any jurisdiction in consequence of debt; or (vii) there is a change in Control that results in you being, or being an Affiliate of, any of our direct competitors.

9.4. Termination for non-payment. Sage may terminate this Agreement with immediate effect if you fail to pay any amount due under this Agreement on the due date for payment, including such amounts as may be due to your Accountant.

9.5. Effect of termination. On expiration or termination of this Agreement for any reason: (i) all applicable User licences and other rights granted to you shall immediately terminate, and you shall cease all activities authorised by this Agreement; (ii) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages with respect to any breach of the Agreement which existed at or before termination, shall not be affected or prejudiced; and (iii) subject to clause 9.8, each party shall, at the request of the other party, destroy all materials that may contain the other party's Confidential Information and/or (to the extent legally and technically practicable) erase the other party's Confidential Information from all computer and communication devices used by it. Notwithstanding the foregoing, each party may retain the other party's Confidential Information to the extent required by law or any applicable governmental body, or by a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject, provided that such Confidential Information will continue to be governed by the terms of clause 8 of this Agreement.

9.6. Survival. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

9.7. Effect of termination on fees. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination, and on termination any outstanding fees due from you will become immediately due and payable.



9.8. Return of Customer Data. Customer Data may be exported at any time during the term of this Agreement. Subject to clause 14.1 with respect to Personal Data (as defined in the Data Protection Addendum):

- 9.8.1. following termination of this Agreement, we will not delete Customer Data from our production environment for a period of six months or such other product-specific retention periods as we may notify to you from time to time including in Documentation (the “**Retention Period**”), and may assist you with exporting Customer Data during the Retention Period at our standard hourly consulting rate; and
- 9.8.2. after the Retention Period has expired, we will have the right to delete or destroy all Customer Data in our systems or otherwise in our possession or control in accordance with our internal data retention policies, unless legally prohibited, and will have no further obligation to make it available to you.

We recommend that you download a copy of the Customer Data before the Retention Period expires. Should you desire longer storage of Customer Data, paid archival services may be available. Please see the Data Protection Addendum and the Privacy Notice for further details on data retention.

10. Warranties

10.1. Authority. Each party represents to the other that it has the authority to enter into this Agreement, to carry out its obligations set out in this Agreement, and to give the rights and licences granted herein.

10.2. Sage warranties. We warrant that the Service will perform materially in accordance with the Documentation. The warranty in this clause 10.2 shall only apply provided you use the Service in accordance with our operating instructions (including any instructions set out in the Documentation) and provided that the Service has not been modified or altered by anyone other than us, or our duly authorised consultants, subcontractors or agents acting under our explicit instruction.

10.3. Remedies. If you notify us in writing that the Service does not conform with the warranty in clause 10.2, we will use reasonable endeavours to correct any such non-conformance promptly. You will provide us with all the information that may be necessary to assist us in resolving the non-conformance, including a documented example of any defect or fault, or sufficient information to enable us to re-create the defect or fault. You will use reasonable endeavours to mitigate any loss, damage or liability you may incur as a result of such non-conformance. Subject to your right to terminate the Service in accordance with the provisions of this Agreement, this clause 10.3 constitutes

your sole and exclusive remedy for any breach of the warranties set out in clause 10.2.

10.4. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE 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 SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICE IS FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, OR THAT THE SERVICE, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY ISSUES WITH THE SERVICE 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 SERVICE MEETS YOUR REQUIREMENTS.

11. Indemnification

11.1. Sage indemnification. Subject to clause 11.4, Sage shall indemnify and hold you and your Affiliates harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) to the extent arising out of or in connection with a claim alleging that the Service infringes the Intellectual Property Rights of a third-party. In no event shall Sage, its Affiliates, employees, consultants, agents and subcontractors be liable to you to the extent that the alleged infringement is based on: (i) a customisation or modification of the Service by anyone other than Sage; (ii) your use of the Service in a manner contrary to the instructions given to you by Sage, including such instructions given in any Documentation; (iii) your use of the Service in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; or (iv) your use of the Service after notice of the alleged or actual infringement from Sage or any appropriate authority.



11.2. If the Service infringes, or Sage reasonably believes it may infringe, third-party rights, Sage may, at its own expense and sole discretion: (i) procure the right for you to continue use of the Service; (ii) modify the Service so that it becomes non-infringing; or (iii) if (i) or (ii) are not feasible, terminate the Agreement and refund you a pro-rata refund of any prepaid fees covering the period following the effective date of termination.

11.3. Indemnification by you. Subject to clause 11.4, you shall indemnify and hold Sage, its Affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with your and your Users' acts or omissions with respect to the Service including (without limitation) your and your Users' use of the Service and any Customer Data and/or your breach of any of your obligations under this Agreement including, but not being limited to: (i) a claim alleging that your collection, retention or use of the Customer Data infringes the rights of, or has caused harm to, a third-party; or (ii) a claim alleging that your use of the Service in breach of this Agreement infringes the rights of, or has caused harm to, a third-party, or violates applicable law.

11.4. Indemnification procedure. In the event of a potential indemnity obligation under this clause 11, the indemnified party shall: (i) give the indemnifying party prompt written notice of the claim; (ii) give the indemnifying party sole control of the defence and settlement of the claim (provided that the indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified party of all liability and such settlement does not affect Sage's business or the Service); and (iii) provide to the indemnifying party all reasonable assistance, at the indemnifying party's expense.

11.5. Exclusive remedy. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this clause.

12. Limitation of Liability

12.1. OTHER THAN YOUR OBLIGATIONS TO PAY FEES AS SET OUT IN THIS AGREEMENT AND YOUR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S (INCLUDING ITS AFFILIATES') AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE VALUE OF THE FEES PAID OR PAYABLE BY YOU TO SAGE IN RELATION TO THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

12.2. Exclusion of damages. In no event shall either party be liable to the other for any: (i) loss of or damage to data,

revenue, business, or profits; (ii) any indirect, punitive, special, exemplary, incidental or consequential damages or losses; or (iii) any damage caused by third-party hosting providers.

12.3. Unlimited liability. The exclusions and limitations set out in this clause 12 apply to all causes of action (in each case whether direct or indirect and howsoever arising), whether arising from any breach of contract, tort (including negligence), breach of statutory duty, or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss, save that nothing in this Agreement shall be construed so as to limit or exclude any liability which cannot be legally limited, including but not limited to liability for: (i) death or personal injury caused by its negligence; or (ii) fraud or fraudulent misrepresentation.

12.4. Allocation of risk. The parties agree that the allocation of risk in this Agreement is reflected in the level of fees payable under this Agreement.

12.5. Affiliate claims. No party may circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing claims on behalf of its Affiliates.

12.6. Claims against Sage. You agree that you shall only be entitled to bring a claim, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, against the Sage entity that is party to this Agreement with respect to any issues related to the Service.

13. Compliance with Laws

13.1. You shall comply with all applicable laws, statutes, codes and regulations in relation to your use of the Service, including Data Protection Laws and all applicable laws in relation to anti-bribery, anti-corruption, tax evasion and all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU ("**Relevant Requirements**"). You shall, and shall procure that persons associated with you shall: (i) comply with all Relevant Requirements; (ii) not engage in any conduct which would constitute an offence under, or otherwise breach, any of the Relevant Requirements; (iii) not do, or omit to do, any act that may lead Sage to be in breach of any Relevant Requirements; and (iv) have and maintain in place during the term of this Agreement your own policies and procedures to ensure and demonstrate compliance with the Relevant Requirements and will enforce them where appropriate.

13.2. Notwithstanding the generality of clause 13.1, the Service may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any U.S. government "denied persons list" (or equivalent targeted



sanctions list) and that it and its Affiliates are not owned or controlled by a politically exposed person. You shall be obliged to notify Sage if, during the term of this Agreement, you or any of your Affiliates become named on any U.S. government “denied persons list” (or equivalent targeted sanctions list) or become owned or controlled by a politically exposed person. You shall not permit Users to access or use the Service in a U.S. embargoed country or in violation of any U.S., UK or EU export laws or regulations, or in any Restricted Territories. “**Restricted Territories**” means: (i) Cuba, Iran, North Korea, Syria, Sudan and the territory of Crimea / Sevastopol; and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the U.S; and (iii) any other country or territory that becomes subject to sanctions by the United Kingdom, the European Union, or the U.S after the date of this Agreement. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this clause 13. You shall have, and shall maintain throughout this Agreement, appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 13. In the event that this clause 13 is breached by you, Sage shall have a right to immediately suspend your use of the Service to the extent that we consider necessary without prior notice and/or terminate this Agreement immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorneys fees and costs) arising out of or in connection with your (or your Users) breach of this clause 13.

14. Data

14.1. Data privacy and Personal Data. Each party will abide by terms of the Data Protection Addendum, and references therein to the “Agreement” shall be construed as references to this Agreement. Any Personal Data shall be handled in accordance with the requirements of the Data Protection Addendum.

14.2. Customer Data. You agree that we may record, retain and use Customer Data (including Personal Data) and other data relating to use of the Service by you or your Users pursuant to the terms of the Data Protection Addendum and the Privacy Notice and clause 14.3, together with such other: (i) terms and conditions as we may otherwise notify to you; and (ii) consents or permissions as you may provide, from time to time in connection with such activities (collectively the “**Additional Terms**”). You consent to and authorise our access to and use of the Customer Data (including Personal Data) for the purposes referred to in this clause and agree that our use of the Customer Data (including Personal Data) is legitimate, proportionate and may be necessary. Nothing in this clause shall affect any individual’s rights under Data Protection Laws.

14.3. Product improvement. You agree that we may record, retain and use Customer Data (including Personal Data), in order to: (i) carry out research and development to improve our, and our Affiliates’, services, products and applications; (ii) develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services, predictive analytics and artificial intelligence/machine learning) to you and other Sage customers; and (iii) provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience.

14.4. Access to Customer Data. You agree that Sage may, when necessary to maintain, upgrade, troubleshoot, and/or protect the integrity of the Service, to ensure compliance with all applicable laws, statutes, codes and regulations, or to provide technical support and maintenance in connection with the Service, access and/or download Customer Data on a limited basis and for the sole purpose of completing maintenance, upgrades, troubleshooting, and/or protecting the integrity of the Service, ensuring compliance with all applicable laws, statutes, codes and regulations, or providing technical support and maintenance in connection with the Service.

14.5. Third-parties. Subject to the terms of clause 14.1 with respect to any Personal Data, where we use third-party subcontractors to provide certain features or functionality within the Service, you grant to those third-parties a non-exclusive, worldwide, royalty-free licence to use your Customer Data to provide those features or functionality within the Service and further, for their own purposes, including for disclosure, distribution, licensing or sale on an anonymised, aggregated basis.

15. General provisions

15.1. Assignment and other dealings. You may not assign, transfer, novate, charge, subcontract or deal in any other manner with any of your rights or obligations under this Agreement, whether in whole or in part, directly or indirectly, by operation of law, merger, acquisition or otherwise without Sage’s prior written consent (not to be unreasonably withheld). Sage may assign, transfer, novate, charge, subcontract or deal in any other manner with this Agreement, whether in whole or in part, without your consent.

15.2. Third-party rights. Except as expressly set out in this Agreement, a person who is not party to this Agreement will have no rights to enforce any terms of this Agreement, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.3. Entire agreement. This Agreement constitutes the entire agreement between the parties regarding the use of the Service and supersedes all prior or contemporaneous agreements, negotiations and discussions (whether written

or oral) between the parties regarding the subject matter herein. The parties acknowledge that in entering into this Agreement they have not relied on and will have no rights or remedies with respect to any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing shall limit or exclude either party's liability for fraud.

15.4. Severability. If any provision or part-provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable then such provision(s) shall be deleted, or shall be construed, as far as possible, to reflect the original intentions of the invalid, illegal or unenforceable provision(s) with all other provisions in this Agreement remaining in full force and effect.

15.5. No partnership or agency. Each party is an independent contractor and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other. We are entering into this Agreement as principal and not as agent for any other Sage company. Subject to any permitted assignment under clause 15.1, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us. You acknowledge and agree that Sage's accredited partners and your Accountant are independent of Sage, and 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.

15.6. Waiver. No failure or delay by either party to exercise or enforce any of its rights under this Agreement will act as a waiver or continuing waiver of such rights. Such rights may only be waived in writing, signed by the relevant party waiving their rights.

15.7. Force Majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent fulfilment or performance of any terms or provisions of the Agreement are delayed or prevented by a Force Majeure Event.

15.8. Order of precedence. In the event of any conflict or inconsistency between the following documents, then unless otherwise expressly stated, the order of precedence shall be: (i) the Data Protection Addendum; (ii) these terms and conditions; and (iii) the Documentation.

15.9. Variations. From time to time, Sage may amend the terms of this Agreement in its sole discretion. Sage will use reasonable endeavours to notify you of any material changes by sending you an email or posting a notice in the Service, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent

version of this Agreement. By continuing to access or use the Service, you are indicating that you agree to be bound by the modified terms.

15.10. Publicity. Neither party shall make any public statement about this Agreement or the relationship of the parties governed by this Agreement that identifies the other party without the other party's prior written consent, except that while you are a customer, Sage may use your name and logo in its customer list in a manner that does not suggest endorsement. If at any time you do not want Sage to use your name or logo(s) in the ways described above, please let us know by sending an email to ipfilings@sage.com or by contacting your usual Sage representative. Sage will remove any reference to your name and logo(s) as soon as reasonably possible, however, you acknowledge that it may take a short while to process your request and that some former publications of your name and logo(s) may still be publicly available. For more information about how Sage uses information about you please refer to our Privacy Notice.

15.11. Governing law and jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales, and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

15.12. Notices. Except as otherwise specified in this Agreement, any formal notice required to be given under this Agreement will be in writing and will be sent by pre-paid mail or recorded delivery or by email to the party required to receive the notice at the address given for that party. Any notice will be deemed to have been duly received if sent by: (i) pre-paid mail, 48 hours after posting; (ii) recorded delivery on the next business day; or (iii) email at 09:00. a.m. on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt (either specifically or by conduct).

