

Sage Subscription Modules

Terms and Conditions

March 2019

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

The Module is available on subscription with support. The terms and conditions of support for your Module are also set out in this Agreement.

You should read this Agreement carefully in full before installing, accessing or using the Module. You indicate that you agree to all the terms of this Agreement from the earliest date you tick a box or click on a button (or something similar) to signify your acceptance, or you install, access or use any of the Module. If you don't accept this Agreement, you should contact us (or in the case where you have purchased the Module via a Sage Partner, that Sage Partner) immediately and not install, access or use the Module in any way. Please note, unless otherwise specified by us in writing, you cannot use the Module for a trial period and no refund or cooling-off period applies. We may undertake credit checks when you apply for a subscription to the Module and any orders processed are subject to satisfactory credit status.

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

We may update this Agreement at any time, the most recent versions can be accessed on the Legal Pages of our Website. We may make reasonable efforts to communicate any changes to you via a notification in the Module or by contacting you, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this Agreement as you will be deemed to accept all updates we may make from time to time if you continue to access and use the Module. If we make a change that's materially detrimental to you, you may terminate this Agreement and we will reimburse any prepaid Subscription Fees as at the date of termination.

1. Definitions

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

“Application Licence Terms” means the specific terms governing the use of any App developed for the Module;

“Apps” means the specific applications devised for use with the Module in the cloud and on mobile devices in accordance with the relevant Application Licence Terms;

“Authorised Users” means your employees, agents, contractors and advisers that are permitted to access the Module (and for whom you assume primary liability for);

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

“Confidential Information” means information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 11 including without limitation Customer Data;

“Customer Data” shall mean the data, information or material provided, inputted or submitted by you or on your behalf into the Module, which may include data relating to your customers and/or employees;

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

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

“Module” means the package (including any relevant Apps) that you may subscribe for and use subject to payment of a fee in accordance with these terms;

“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;

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

“Service Tier” means the relevant subscription service subscribed to by you as set out in the Documentation for the Module;

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

“Subscription Term” means the period of time you subscribe to the Module as described in the Documentation;

“Support” means the Module support package provided by us and selected by you, as described in the Documentation;



“Termination Date” means the beginning of the calendar month following the date notice is served in accordance with clause 14.1.1 and 14.1.2; “Third Party Software” means software which we do not own;

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

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

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

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

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

“you” and “your” means the customer who subscribes to the Module.

1.2 A reference to a statute, statutory provision or subordinate legislation in this Agreement is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts. Words of a technical nature which are not defined in this Agreement shall be construed in accordance with the relevant general usage in the computer software industry in the United Kingdom.

2. Term

2.1 This Agreement commences on the Effective Date and shall continue for the Subscription Term, unless terminated earlier in accordance with this Agreement.

3. The Module

3.1 We grant a non-exclusive licence to you to use the Module for the Subscription Term in accordance with this Agreement and the Documentation. To use the Module you must activate it in accordance with the instructions we give to you from time to time. You must ensure that when the Module is in use, the machine on which it is installed or accessed via is connected to the internet.

3.2 You must not:

3.2.1 change the Module, take it apart or permit others to do so without our permission;

3.2.2 copy any part of the Module or allow anyone else to, except for making one back-up copy of it (which we encourage you to do). We permit a back-up copy to be used on a computer if your original copy is no longer available. This clause does not limit, however, your ability to take multiple copies of your Customer Data (and again we encourage you to do this); or

3.2.3 use the Module to help you develop your own software.

3.3 You agree to:

3.3.1 use the Module strictly in accordance with this Agreement; and 3.3.2 promptly install any Updates we may issue to you.

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

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

3.6 If we have agreed in the Documentation, you can load and use the Module on a computer network provided that you do so in accordance with this Agreement. Doing this may affect the performance of the Module. If you use the Module on a network which is not a local area network (a network of computers linked by private connections) there is a risk that the Module will not perform as intended, we may not be able to provide Support to you in those circumstances and, accordingly, the statements in clause 8.1 will not apply.

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

3.8 The Module may include technology that enables us to:

3.8.1 ensure no more than the specified number of Authorised Users can use the Module at any one time;

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

3.8.3 collect information about how you and your Authorised Users use the functions of the features of the Module;



3.8.4 gather statistical information about the operating system and environment on which the Module is installed; By accepting this Agreement you are giving us your informed consent to use this information for our own business purposes, for the purpose in accordance with our Privacy Notice.

4. User Parameters and Restrictions

- 4.1 The Module must only be used:
- 4.1.1 for your legitimate internal business purposes with your own information or the demonstration data supplied with the Module (unless we have granted you the additional rights at clause 4.4);
 - 4.1.2 to process data for the specified number of companies as set out in the Documentation (by “company” we mean a single set of your own records and information containing a unique VAT, PAYE or applicable sales tax or income tax reference number); and
 - 4.1.3 for the number of Authorised Users (whether named or concurrent) as set out in the Documentation (you must not allow any other person or organisation to use the Module). You shall ensure that you take all necessary and reasonable steps to monitor their usage and ensure they do not take, maintain or use unauthorised copies of your data extractable from the Module.
- 4.2 You are responsible for ensuring you have appropriate network capability to access the Module and the security of your networks, operating systems and data within your environments.
- 4.3 If your license is a ‘single user’ then only one Authorised User can use the Module and you can only install the Module on one computer.
- 4.4 If your license is a ‘multi user’ licence (sometimes called a concurrent user licence in the Documentation) then up to the number of Authorised Users identified in the Documentation can use the Module at any one time.
- 4.5 You can increase the number of Authorised Users able to access the Module and/or companies you use the Module for; at any time which will take effect immediately. An invoice may be raised to cover this additional usage for the period from the date of receipt of instructions to increase your subscription and you will continue to pay your Subscription Fees for the Subscription Term.
- 4.6 You can decrease the number of Authorised Users able to access the Module or companies you use the Module for; but we will not reduce the Subscription Fee until your next payment date provided that this is at least 30 days after we agree to such a change, otherwise this change will not be affected for a further 12-month period.

5. The Support

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

are re-using any document you have previously used, you should (in addition to calling the business advice helpline (if you have subscribed to it) and getting your own legal advice) check our Website to see if that document or any related material has been updated. When preparing and updating our business information and business advice we will do everything reasonably possible to make sure it is correct and up to date.

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

6. Third Party Providers

6.1 With the Module you may receive Third Party Software. You cannot use the Third Party Software by itself; you can only use it in the course of using the Module. If you do use Third Party Software, you agree to adhere to any licence agreement provided with that Third Party Software. If there is no licence agreement with that Third Party Software, this Agreement will apply to how you use the Third Party Software. You also agree to keep to any other conditions we impose on using the Third Party Software.

6.2 The owners of Third Party Software keep all relevant rights in their own software and in all copies of it.

6.3 You acknowledge that the Module may enable or assist you to submit data to, access the website content of, correspond with, and purchase products and services from, third party interfaces and that you do so solely at your own risk. We make no representation or commitment and will have no liability or obligation whatsoever in relation to the submission of data, content or use of, or correspondence with, any such third-parties, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party interface is between you and the relevant third party, and not us. We recommend that you refer to the third party's terms and conditions prior to using the relevant third-party website and services. We do not endorse or approve any third-party services, website or interface nor the content of any of the third-party website made available via the Module.

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

7. Your Obligations

You agree to:

7.1 pay the Subscription Fee when due in accordance with clause 9;

7.2 provide us with:

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

7.2.2 all necessary access to such information as we may reasonably require in order to provide the Module, including but not limited to Customer Data, security access information and configuration services;

7.3 comply with all applicable laws and regulations in respect of your activities under this Agreement;

7.4 carry out all your obligations under this Agreement in a timely and efficient manner. We will not be responsible for any delay in the provision of the Module as a result of any third party act or omission;

7.5 ensure that the Authorised Users use the Module in accordance with this Agreement and you will be responsible for any Authorised User's breach of this Agreement;

7.6 notify us in writing of any defect or alleged defect in the Module within five days of the date you become aware of it; and

7.7 ensure that your network and systems comply with the systems requirements publicised by us from time to time.

8. Our Obligations and Guarantees

8.1 We agree that the Module will perform substantially in accordance with the Documentation.

8.2 We:

8.2.1 do not warrant that your use of the Module will be uninterrupted or error-free, or that the Module, Documentation and/or the information obtained by you through the Module will meet your requirements or produce particular outcomes or results (irrespective of whether you informed us or a Sage Partner about how you intend to use the Module at the point of purchase); and

8.2.2 are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledges that the Module may be subject to limitations, delays and other problems inherent in the use of such communications facilities.



9. Charges and Payment

- 9.1 Where you subscribe directly with us for the Module, you will on the Effective Date provide to us valid up-to-date and complete purchase order information, billing details and complete a continuous direct debit mandate authority. We will invoice you at the agreed intervals for the Subscription Fees and take this amount from your nominated bank account via direct debit on the dates agreed in the Documentation.
- 9.2 Where you subscribe for the Module through one of our Sage Partners, if we require you to pay the Subscription Fees directly to us (instead of paying these fees to your Sage Partner), you will provide to us valid up-to-date and complete purchase order information, billing details and complete a continuous direct debit mandate authority on demand. We will invoice you at the agreed intervals for the Subscription Fees and take this amount from your nominated bank account via direct debit on the dates agreed in the Documentation.
- 9.3 If we have not received payment of the applicable Subscription Fees 30 days after the date we agree your direct debit payment shall be taken, without prejudice to our other rights of remedies:
- 9.3.1 we may, without liability to you, disable your password, account and access to all or part of the Module or disable certain functionality and we will be under no obligation to provide any or all of the Module to you whilst the invoice(s) concerned remain unpaid; and
- 9.3.2 interest will accrue on such overdue amounts at an annual rate equal to 4% over the then current base lending rate of The Bank of England if you subscribe to the Module in the UK or The Bank of Ireland if you subscribe to the Module in the Republic of Ireland at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.4 All amounts and fees stated or referred to in this Agreement are:
- 9.4.1 payable in pounds sterling if you subscribe to the Module in the UK or Euros if you subscribe to the Module in the Republic of Ireland; and
- 9.4.2 exclusive of value added tax or any other applicable sales tax which will be added to our invoices at the appropriate rate.
- 9.5 We will be entitled to increase the Subscription Fees at any time upon prior written notice which will take effect on your next payment date thereafter.
- 9.6 We may from time to time at our discretion offer special price deals, discounts, free periods or other incentives. We can remove these offers at any time without notice and you may need to meet certain conditions in order to take advantage of these offers.
- 9.7 For the purposes of clause 14.3.1, failure to pay the Subscription Fees when due constitutes a material breach of this Agreement.

10. Proprietary Rights

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

11. Confidentiality

- 11.1 Both parties may have access to Confidential Information from the other in order to perform obligations under this Agreement. Confidential Information will not be deemed to include information that:
- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 11.1.2 was in your or our lawful possession before the disclosure;
- 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 11.1.4 is independently developed by the receiving party, which can be shown by written evidence; or
- 11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2 Both parties will hold the other's Confidential Information in confidence and, unless required by law, will not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 11.3 Both parties will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 11.4 This clause 11 will survive termination of this Agreement, however arising.

12. Indemnity

- 12.1 You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Module, provided that:
- 12.1.1 we give you prompt notice of any such claim;
- 12.1.2 we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
- 12.1.3 you are given sole authority to defend or settle the claim.



- 12.2 We will defend you, your officers, directors and employees against any claim that the Module infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and will indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that: 12.2.1 you give us prompt notice of any such claim;
- 12.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
 - 12.2.3 we are given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Module, replace or modify the Module so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on reasonable notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 12.4 In no event will we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- 12.4.1 a modification of the Module by anyone other than us; or
 - 12.4.2 your use of the Module in a manner contrary to the instructions given to you by us; or
 - 12.4.3 your use of the Module after notice of the alleged or actual infringement from us or any appropriate authority.
- 12.5 The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. Limitation of Liability

- 13.1 This clause 13 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
- 13.1.1 arising under or in connection with this Agreement;
 - 13.1.2 in respect of any use made by you of the Module and Documentation or any part of them; and
 - 13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 13.2 Except as expressly and specifically provided in this Agreement:
- 13.2.1 you assume sole responsibility for results obtained from the use of the Module by you, and for conclusions drawn from such use; and
 - 13.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 13.3 Nothing in this Agreement excludes our liability for:
- 13.3.1 death or personal injury caused by our negligence;
 - 13.3.2 fraud or fraudulent misrepresentation; or
 - 13.3.3 any other matter we cannot limit or exclude under applicable law.
- 13.4 Subject to clause 13.2 and clause 13.3:
- 13.4.1 we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
 - 13.4.1.1 any loss of profits, loss of business, lost working time depletion of goodwill, and/or similar losses or loss or corruption of data or information, or pure economic loss; or
 - 13.4.1.2 any special, indirect, incidental or consequential loss, costs, damages, charges or expenses however arising under this Agreement including without limitation fines or penalties levied by any relevant authority or claims from third parties; and
 - 13.4.2 our total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with this Agreement will be limited to the greater of:
 - 13.4.2.1 the sum of the Subscription Fees paid to us by you, or received by us on your behalf from a Sage Partner, in the 12 months immediately preceding the date on which the incident giving rise to the claim took place; or
 - 13.4.2.2 the sum of £150.
- In the event that no Subscription Fee has been paid to us by you or received by us on your behalf from a Sage Partner in the 12 months immediately preceding the date on which the incident giving rise to the claim took place, the provisions of clause 13.4.2.2 shall apply.
- 13.5 You agree that the limitations set out in this clause 13 and restrictions in this Agreement are reasonable because they reflect the fact that:
- 13.5.1 we cannot control how and for what purpose you use our Module;
 - 13.5.2 we have not developed the Module specifically for you; and
 - 13.5.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Module or provision of Support;
- If you believe you could experience anything that we have told you we will not be responsible for we recommend you consider obtaining insurance cover.



14. Termination

- 14.1 This Agreement will continue as set out in clause 2 until either:
- 14.1.1 we serve notice of non-renewal of the next Subscription Term on you; or
 - 14.1.2 you call us on 0800 111 66 66 if you subscribe to the Module in the UK or 1890 88 20 60 if you subscribe to the Module in the Republic of Ireland and instruct us that you do not wish to renew the next Subscription Term.
- 14.2 Unless otherwise set out in the Documentation, if you are terminating a Module and/or Module subscription, notice served under clause 14.1.2 will take effect on the Termination Date.
- 14.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement immediately without liability to the other if:
- 14.3.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 14.3.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - 14.3.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; or
 - 14.3.4 a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - 14.3.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 14.3.6 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

15. Effect of Termination

- 15.1 On termination of this Agreement for any reason:
- 15.1.1 for prepaid Subscription Fees, refunds will be calculated based upon the Termination Date;
 - 15.1.2 all licences granted under this Agreement will immediately terminate and you will uninstall the Module and cease use of the Module. If requested by us, and where the customer or partner still has a physical copy of the Software, you shall return all copies of the Module and certify in writing your compliance with this clause;
 - 15.1.3 each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 15.1.4 we may destroy or otherwise dispose of any Customer Data in our possession unless we receive, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to you of the then most recent back-up of your Customer Data (where applicable). We will use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You will pay all reasonable expenses incurred by us in returning or disposing of Customer Data; and
 - 15.1.5 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, will not be affected or prejudiced.
- 15.2 Once termination notice has been served in accordance with clause 14, no changes can be made to your subscription to the Module (for example, you won't be able to add additional users or companies).

16. General Terms

- 16.1 Save as provided in clause 14.1.2, any notice required to be given under this Agreement will be sent by email to us at the email address specified on the "contact us" page on our Website at <https://mysage.co.uk/contact-us/home.aspx> or to you at the email address you provide to us at the point of registration, or such other email address as either party provides during the term of this Agreement. Notices will be deemed to have been received on successful transmission of such emails.
- 16.2 We will not be liable to you for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond our reasonable control, provided that if any period of failure or delay continues for more than 60 days you will be entitled to terminate this Agreement by notice in writing to us. For the purpose of this Agreement you agree that a cyber-attack or breach of cyber security is beyond the reasonable control of Sage, subject to us being able to demonstrate that we acted in accordance with what would be reasonably considered to be best practice by a business accountancy and payroll software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security.



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