



## X3 Perpetual Agreement

YOU WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY DOING ONE OR MORE OF THE FOLLOWING OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO ONE OR MORE OF THE FOLLOWING FOR YOU: (1) CLICKING “I AGREE” OR A SIMILAR AFFIRMATION AS APPLICABLE WHICH APPEARS DURING THE INSTALLATION OF THE PROGRAM, OR (2) ACCESSING OR USING THE PROGRAM, (3) EXECUTING AN ORDER THAT INCORPORATES THIS AGREEMENT, OR (4) SIGNING A COPY OF THIS AGREEMENT.

### 1. DEFINITIONS AND INTERPRETATIONS

- 1.1 “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control of the subject entity, where “control” is 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. An entity is an Affiliate only so long as such control continues.
- 1.2 “**Agreement**” means this Sage End User License Agreement including its Exhibits, any Supplemental License Terms, your Order, the Documentation, all applicable Perpetual License fee invoices, and any other documents or addenda, which are incorporated herein by reference and made a part hereof.
- 1.3 “**Cloud Solution Services**” means a service provided by certain Sage Group plc entities (or a subsidiary thereof) or certain of our Resellers, or which Sage or a Reseller may procure from a third party, which enables you to remotely access and Use the Software or certain components of the Software via the Internet.
- 1.4 “**Commencement Date**” means the earliest date Sage either accepts your Order for the Program or you do anything consistent with accepting this Agreement such as Using the Program, signing a copy of this Agreement, or ticking a box or clicking on a button (or something similar) when you are asked to confirm that you accept this Agreement during the installation of the Program unless Sage agrees otherwise with you.
- 1.5 “**Customer Data**” shall mean the data, information or material provided, inputted or submitted by you or on your behalf into the Program, which may include data relating to your customers and/or employees.
- 1.6 “**Customer Support**” means, subject to Section 8, Software assistance you receive by phone, email, chat, access to on-line information, or by similar means because you purchased support, or which you have acquired with the purchase of a Subscription License that includes support.
- 1.7 “**Data Processing Addendum**” means the terms in **Exhibit A** attached to this Agreement in respect of the processing of personal data in providing the Software under this Agreement.
- 1.8 “**Documentation**” means the Program specifications that are set forth in the Program help files and any release-related notes, guides or manuals Sage publishes specific to the current version of the Program (as updated by Sage from time to time), but excluding marketing materials and sales publications.
- 1.9 “**Environment**” means the servers, operating systems, databases and other operating software required for Use with the Software.
- 1.10 “**Exhibits**” means the exhibits to this Agreement.
- 1.11 “**Maintenance Software**” means, subject to Section 8, an updated version of the Software that Sage delivers because you have paid for maintenance or which you have acquired with the purchase of a Subscription License that includes support.
- 1.12 “**Order**” means the document evidencing the Perpetual License you have purchased including among other things, the number of licenses, types of license, the Software modules and components, the applicable fees for the billing period and other charges as agreed in writing between you and Sage or you and a Reseller (as the case may be) and any subsequent Orders in written form evidencing some or all or the same; each such Order to be incorporated into and to become a part of this Agreement.
- 1.13 “**Perpetual License**” means, subject to the termination provisions of this Agreement and where the Sage Group plc entity with which you contracted to Use the Software agrees with you, a perpetual license to Use the Software according to the terms of this Agreement.
- 1.14 “**Perpetual License Period**” means your perpetual License for the period of time stated on your Order or which but may be communicated to you in another way such as on your invoice.
- 1.15 “**Privacy Notice**” means Sage’s privacy notice which may be amended by Sage from time to time.
- 1.16 “**Program**” means the X3 computer program that you procure from Sage or your Reseller, which excludes any program and/or software provided by a third party.
- 1.17 “**Reseller**” means an independent third party authorized or accredited by Sage to distribute the Software through Sage’s various authorized partner or other programmes.
- 1.18 “**Sage**” means the Sage Group plc entity with which you are registered for the Use of the Software as indicated in **Exhibit B**.
- 1.19 “**Software**” means collectively the Program, the Documentation and any part thereof.



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- 1.20 **“Supplemental License Terms”** means additional terms and restrictions provided to you by the Sage Group plc entity with which you contracted for the Software (either in printed or electronic form including by reference to any URL which Sage may notify to you from time to time) that are specific to the Program you license under this Agreement or third party software you license in connection with this Agreement.
- 1.21 **“Use”** means to install and use the Program, provided that:
- 1.20.1 You install the Program only on a computer system that you own or subject to Section 2.1.4 and Section 2.1.6 only on a computer system not owned by you if you will be the only party with access to the installed Program (this includes third party hosting); and
- 1.20.2 You Use the Program during the term of your Perpetual License Period (i) for its intended purpose solely in connection with the management of the business that you and your Affiliates conduct, and (ii) solely to the extent of any and all applicable limitations (whether as to specific modules or other parts of the Program, or number of production or backup server computers) set forth in this Agreement; and
- 1.20.3 If you Use the Program with a mobile device, you may need a further software application (commonly referred to as an “app”) to do so, for which you may incur additional fees. You are responsible for obtaining and maintaining any third party software, services and/or hardware to enable you to obtain mobile access as well as charges for data usage and connectivity. When using the Program with a mobile device you must continue to adhere to this Agreement and any additional terms and conditions accompanying the app. If you obtained the app from Sage and it is not accompanied by terms and conditions, this Agreement will also apply to your Use of the app; and
- 1.20.4 Unless the Sage Group plc entity with which you contracted for the Software notifies you otherwise or applicable law provides otherwise, you may make only a reasonable number of backup copies of the Program solely for the purpose of reinstalling the Program, if reinstallation becomes necessary; and
- 1.20.5 Unless the Sage Group plc entity with which you contracted for the Software provides otherwise or applicable law provides otherwise, you may make one copy of the Program for Use in a testing environment solely for testing purposes; and
- 1.20.6 Unless the Sage Group plc entity with which you contracted for the Software provides otherwise or applicable law provides otherwise, you may make and install one copy of the Program at a disaster recovery site for your Use only for so long as a disaster or other emergency prevents you from Using the Program at your original installation site, provided you have paid the additional license fees, if any, for the Use of the Program in this way.
- 1.22 **“you”** or **“your”** means or refers to the company or person that Sage has registered as the licensee for the Software.
- 1.23 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; and (e) use of the singular shall be treated as including the plural and vice versa.
- ## 2. LICENSE GRANT AND RESTRICTIONS
- 2.1 License Grant. In consideration of the fees paid by you under this Agreement Sage grants you a limited, non-exclusive, non-transferable, non-sublicensable license of the scope described in this Agreement to Use the Software only upon the following conditions:
- 2.1.1 You or someone acting on your behalf and at your direction, such as your Reseller, has or will:
- 2.1.1.1 Place an Order with Sage for either an initial license or an upgrade (such as for more users, additional modules, etc.) and Sage has accepted such Order; and
- 2.1.1.2 Accepted all of the terms and conditions of this Agreement either before or during installation of the Program.
- 2.1.2 You may Use the Software only for the Perpetual License Period for which Sage has received your Perpetual License fee.
- 2.1.3 You may Use the Software to process the data of an Affiliate only if:
- 2.1.3.1 Your aggregate Use of the Software is limited to a single dataset unless you have paid the relevant fees for users of Affiliates to access and Use the Software in which case users of such Affiliates may access and Use the Software in accordance with terms of this Agreement;
- 2.1.3.2 You understand and agree that where users of Affiliates access and Use the Software, any acts or omissions of such users of Affiliates shall be deemed to be your acts or omissions and that you shall have in place appropriate measures including, but not limited to, organizational and technical measures to ensure that users of Affiliates are aware of and comply with the terms of this Agreement as if they were a party to it. If you become aware of any breach of the terms of this Agreement by users of Affiliates, you must notify Sage



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- immediately in writing of the breach and you must, at your own cost, take any corrective action as directed by Sage;
- 2.1.3.3 You maintain an accurate list of the Affiliates who have a right to access and Use the Software pursuant to this Agreement (you shall be required to provide a copy of such list of Affiliates, to Sage, upon Sage's request); and
- 2.1.3.4 You promptly notify Sage of any change to the list of Affiliates specified in Section 2.1.3.3, in which case any users whose rights to access and Use the Software derive from any Affiliates who no longer have a right to access and Use the Software pursuant to this Agreement, shall automatically lose any rights of access and Use relating to the Software.
- 2.1.4 Subject always to Sage's prior written consent, you may from time to time retain third parties to provide information technology services to you and on your behalf (eg. a managed or outsourced provider) in connection with the Software ("**Third-Party Service**"). If such a third party needs to install the Software in order to provide information technology services to you, then (a) that third party can install your copy of the Software so long as you do not install it as well, (b) the third party must not Use the Software or allow anyone else to Use it; and (c) you must enter into a written agreement with that third party which does not increase or otherwise adversely affect Sages' obligations, liabilities, costs or other burdens in respect of this Agreement and must include those provisions which are necessary in order to protect Sage and its licensors' interests and the license granted to you under this Agreement including, but not limited to, Sage and its licensors' intellectual property rights relating to the Software and any modifications or changes to it. If you become aware of any breach of the provisions this Agreement or your own agreement with the third party, you must notify Sage immediately in writing of the breach and you must, at your own cost, take any corrective action as directed by Sage. You remain responsible to Sage for your and the third parties' compliance with this Agreement. You should be aware that Sage has not tested the Software for Use other than directly by you in accordance with the Documentation.
- 2.1.5 We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any Third-Party Service regardless of whether it is described as "authorised", "certified", "recommended" or the like. We have no obligation to make available or provide support for any Third-Party Service and do not guarantee the initial or continuing interoperability of the Software with any Third-Party Service. We 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 by any Third-Party Service, and you acknowledge that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities. This shall not relieve us of our responsibility in respect of the operation of our facilities that are within our control.
- 2.1.6 You may permit a Reseller to provide you with access to the Software using Cloud Solution Services but prior to Using the Software in this way you are responsible for checking to ensure that the Reseller has the necessary accreditations and authorizations from Sage (as well as from any other relevant third party) before it can provide such Cloud Solution Services to you. If you access and Use the Software using Cloud Solution Services you are responsible for maintaining your own access to the Internet so that your users can access the Software. You also understand and agree that due to the nature of Using the Software in this way, there may be times when your users are unable to access and Use the Software (for example due to maintenance or circumstances beyond Sage's control). If you obtain Cloud Solution Services from your Reseller, your Reseller (and not Sage) is fully responsible and liable for the provision of any Cloud Solution Services to you including, without limitation, your access (or inability to access) the Software together with any other related services that it provides to you. If you obtain Cloud Solution Services from your Reseller, you must enter into a written agreement for the Cloud Solution Services which does not increase or otherwise adversely affect Sages' obligations, liabilities, costs or other burdens in respect of this Agreement. If there is any conflict between this Agreement and the agreement you have for the Cloud Solution Services with your Reseller, then the provisions of the separate agreement will apply in relation to the Cloud Solution Services (and any other services provided to you by the Reseller) but you will still remain responsible and liable to Sage for your compliance with this Agreement.
- 2.1.7 You must Use the Software in connection with the Environment and the Environment must be in full working order with a full operating system. The Environment must be selected from Sage's published list of supported designated Environments, as amended by Sage from time to time. The Software may be transferred from the Environment to a replacement Environment and, if it is transferred, the Software must be irretrievably deleted from the replaced Environment.



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- 2.2 Limits of License. The Perpetual License contained in this Agreement does not include the right to perform, and you shall not perform any of the following:
- 2.2.1 Except as expressly set forth in Section 1.20.4 above, make any copy of the Software.
  - 2.2.2 Except as expressly set out in Section 2.1.4 and Section 2.1.6, rent, lease, loan, lend, sell, reuse, distribute, license, sublicense, market or commercialize any part of the Software or Use the Software as part of a facility management, timesharing, or service bureau arrangement or for software or application development.
  - 2.2.3 Use the Software for personal, family, household, or other non-business purposes.
  - 2.2.4 Other than to the extent permitted by applicable law or with Sage's prior written consent, alter, modify, merge, translate, adapt, decompile, disassemble, reverse-engineer or create any derivative work based upon the Software, either in whole or in part.
  - 2.2.5 Remove, change or obscure any copyright or trademark notices in the Software.
  - 2.2.6 Share or disclose with any third party any license keys, passwords or system IDs provided to you by either Sage or your Reseller for the Program.
  - 2.2.7 Use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface, operating logic or underlying database structure and database fields of the Program for incorporation into or the development of any software or other product or technology.
  - 2.2.8 Use or try to Use the Software in a way which Sage has not specifically allowed. For example you must not try to make the Software work in a particular way if it does not usually work in that way.
  - 2.2.9 Use or try to use the Software in any way which damages or is likely to damage Sage's business or reputation, or in any way which causes Sage or threatens to cause Sage to incur any legal, tax or regulatory liability.
  - 2.2.10 Facilitate or aid any third party to perform any of the activities described in Sections 2.2.1 to 2.2.8.
  - 2.2.11 Use the Software in excess of (i) the limitations set forth in this Agreement, and (ii) the number and types of users, seats or licenses for which you have purchased the Perpetual License. The maximum number of users, the types of user, Software components or modules and your Perpetual License Period (where relevant) are normally specified on your Order or invoice but may be communicated to you in another way. Use of the Software in excess of the number and type of licenses you purchased (or which you may have downgraded to) constitutes a material breach of this Agreement and (a) you agree to pay to Sage the additional fees due for the unpaid use calculated in accordance with the applicable Sage retail price list in effect at the time payment is made; and (b) failure to make the foregoing payment within 30 days of Sage's invoice date is also a material breach of this Agreement and results in the automatic termination of this Agreement without notice.
- 2.3 Additional Restrictions.
- 2.3.1 Any report-writing software contained within the Program may be subject to a restriction such that its use may be limited to accessing only the data that is created by, or used by, the Program.
  - 2.3.2 You may not Use, export, re-export or otherwise transfer the Software in violation of any domestic or foreign laws or regulations in effect from time to time in the jurisdiction in which you are a resident or in which the Software is Used. You represent and warrant that you are not located in, under the control of, or a national or resident of, any restricted country or of any entity or person designated as restricted.
  - 2.3.3 Any right to Use, transmit, reproduce, distribute, download, or exploit the Program not expressly licensed to you in this Agreement is strictly prohibited. All rights not expressly set out in this Agreement are reserved by Sage.
  - 2.3.4 Where any functionality of the Software is provided by a Sage Group plc entity using Cloud Solution Services you agree not to Use that functionality to:
    - 2.3.4.1 provide Sage with fraudulent information;
    - 2.3.4.2 send spam or other unsolicited or duplicative messages in violation of applicable laws;
    - 2.3.4.3 store, distribute or transmit material that is (i) obscene, threatening, libelous or otherwise unlawful or tortious (including material harmful to children or in violation of third party privacy or intellectual property rights), or (ii) contains viruses or other harmful or malicious code that may compromise the security or functionality of any website, program, process, business or data;
    - 2.3.4.4 use any tool, process, or method to (i) collect or detect email addresses, financial information, or other information from Sage or other Sage customers; or (ii) attempt to gain unauthorized access to the Software, other accounts, computer systems or networks connected to or supporting the Software through hacking, password mining or by any other means;
    - 2.3.4.5 post, upload, use framing techniques to use or otherwise distribute copyrighted material without the consent of the copyright holder;
    - 2.3.4.6 Use the Software in any way that threatens the integrity, performance or reliability of the Cloud Solution Services



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infrastructure (including performance or stress testing), or in any manner that works around any technical limitations in either the whole or any part of the Software; or

2.3.4.7 make or attempt to make a local non-cache copy of any part of the Software.

2.3.4.8 facilitate or aid any third party to perform any of the activities described in Sections 2.3.4.1 to 2.3.4.8.

You will comply with all policies and other instructions that Sage informs you about in relation to your Use of the Cloud Solution Services.

2.3.5 Where any functionality of the Software is provided by a Sage Group plc entity using Cloud Solution Services:

2.3.5.1 Sage will use reasonable commercial efforts to ensure that the relevant functionality will be accessible to connection from the Internet, however, you understand that the functionality may be interrupted by routine maintenance. Sage will use its commercially reasonable efforts to minimize such interruption and to schedule such maintenance at non-peak hours;

2.3.5.2 you acknowledge and agree that it is subject to limitations, security vulnerabilities, delays and other problems inherent to the operation of the Internet and other electronic communications and that Sage and/or its licensors will not be liable or responsible to you for any such delays, interruptions, security problems, delivery failures or other damage resulting from such problems;

2.3.5.3 Sage may suspend access to the Cloud Solution Services without telling you and without liability, but wherever practicable Sage will give you reasonable prior notice:

2.3.5.3.1 if there is an attack on the servers of Sage's hosting provider or other event for which Sage reasonably believes the suspension of the Cloud Solution Services is necessary to protect you, other Sage customers, Sage or our third party hosting provider;

2.3.5.3.2 if required by law or regulation or as compelled by a law enforcement or government authority.

2.3.6 You will be responsible for providing and maintaining your own compatible equipment, software and communications lines which are required to connect you to the Internet and

access the Cloud Solution Services and for your compliance with any third party license terms or other third party agreements in relation to your use of your equipment, software and communications lines.

2.3.7 You acknowledge that certain components within the Program may enable or assist you to access the website content of, correspond with, and purchase products and services from third parties via third-party websites and that if you make such purchases you do so solely at your own risk. Sage and/or its licensors make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, 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 website is between you and the relevant third party and not Sage. Sage recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Sage does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Program.

**3. INTELLECTUAL PROPERTY RIGHTS.** The copyright and all other intellectual property rights of whatever nature in the Software including any Maintenance Software, modifications or changes to it and all patents, trademarks and copyrights relating to it are and shall always remain the property of Sage and/or its licensors, and any rights in any other work prepared or carried out by Sage and/or its licensors shall vest in Sage and/or its licensors, as the case may be, on creation of it. You shall notify Sage immediately if you become aware of any unauthorized Use of the Software in whole or in part by any third party.

**4. CONFIDENTIALITY.** You acknowledge that the Software contains intellectual property rights and know-how, system design and proprietary information which is the exclusive and valuable property of Sage or its Affiliates ("**Confidential Information**"). You will not, without the prior written consent of Sage, disclose the Confidential Information to any third party. You will take reasonable and customary precautions to prevent disclosure of such Confidential Information to any such third party. You shall be permitted to disclose aspects of the Software to your personnel only to the extent necessary and to those personnel having a legitimate need to know. You are responsible for ensuring that your personnel are made aware, prior to disclosure of any Confidential Information to them, that all Confidential Information is the confidential and proprietary material of Sage or its Affiliates, and that such personnel owe a duty of confidence to Sage. This section shall not apply to Confidential Information if you can demonstrate that: (a) it was in the public domain at



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the time of Sage's communication thereof to you or it subsequently entered the public domain through no fault of yours; (b) it was in your possession free of any obligation of confidence at the time of Sage's communication of it to you, or it was subsequently rightfully communicated to you free of any obligation of confidentiality; or (c) it has been communicated by Sage to a third party free of any obligation of confidence; or (d) as compelled by relevant law. The obligations contained in this section shall survive any termination of this Agreement, howsoever caused.

### 5. LIMITED WARRANTIES AND DISCLAIMERS

5.1 Software. Subject to Section 5.2 and Section 5.4, Sage warrants that, during the 90 day period (the "**Software Warranty Period**") that commences on the Commencement Date, the Program, when Used in accordance with Sage's operating instructions, shall perform substantially in accordance with the Documentation. If you report to Sage in writing within the Software Warranty Period any nonconformity between the Documentation and the Program (a "**Warranty Claim**"), and if Sage is able to replicate and verify that such nonconformity exists and such nonconformity does not result from you, or anyone acting on your behalf, having amended the Program or used it outside the terms of this Agreement for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software, program and/or service not provided by Sage, then Sage shall make commercially reasonable efforts to correct such nonconformity and, if successful, shall supply you with such correction at no additional cost to you. If such efforts are unsuccessful and the nonconformity is material, your sole remedy for a breach of the warranty described in this section, shall be as follows:

5.1.1 except for Maintenance Software, you may terminate this Agreement, discontinue Use of and return all copies you have of the Software, and Sage will ensure that you receive a refund of the license fee you paid for the Software Warranty Period; and

5.1.2 for Maintenance Software, you may terminate your maintenance and support, discontinue Use of and return all copies you have of the Maintenance Software to Sage, and Sage will ensure that you receive a refund of or credit for the fee you paid for the purchase of the terminated maintenance and support plan..

5.2 Sage does not warrant or make any representation:

5.2.1 That the Software will meet your requirements;

5.2.2 That you will be able to Use the Software in a particular way;

5.2.3 That the operation of the Software will be uninterrupted or error free; or

5.2.4 Regarding the Use of and/or output from the Software or the results of such Use in terms of content, correctness, accuracy, reliability or otherwise.

5.3 Customer Support. Sage warrants that provided you have paid all required maintenance and support fees and where Sage provides Customer Support directly to you, Sage will use qualified personnel to provide Customer Support in a professional manner consistent with industry standards. Your sole remedy under this subsection is limited to Sage's re-performance of the Customer Support services giving rise to your claim. You may request that Sage performs additional consultancy, implementation or other services, which Sage may at its discretion agree to do, subject to and on the terms of a separate services agreement.

5.4 DISCLAIMERS. OTHER THAN THE EXPRESS, LIMITED WARRANTIES STATED IN THIS SECTION 5, SAGE, ITS LICENSORS AND ITS SUPPLIERS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, CONDITIONS, OR GUARANTEES (I) OF MERCHANTABILITY, (II) SATISFACTORY QUALITY, (III) OF FITNESS FOR A PARTICULAR PURPOSE, (IV) OF NON-INFRINGEMENT OF PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND (V) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU UNDERSTAND AND AGREE THAT: (1) THE UTILITY OF A BUSINESS MANAGEMENT COMPUTER PROGRAM DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES, (2) YOU ARE FREE TO DECIDE, AND ARE RESPONSIBLE FOR DECIDING, WHEN TO UPGRADE YOUR SOFTWARE, AND (3) SAGE DISCLAIMS ANY RESPONSIBILITY TO DELIVER LATER-RELEASED SOFTWARE OR OTHERWISE RENDER ANY CUSTOMER SUPPORT SERVICES NOT INCLUDED IN MAINTENANCE AND SUPPORT THAT YOU HAVE NOT PAID FOR IN FULL.

5.5 Other Limitations. Sage will have no responsibility under these limited warranties for any Software that has been modified, lost, stolen, or damaged by accident, abuse, or misapplication. No employee, agent, or representative of Sage, nor any reseller (including your Reseller) or any other third party, is authorized to make any warranty with respect to the Software, except those expressly stated in this Agreement, and you may not rely on any such unauthorized warranty. You acknowledge and agree that you have chosen your Reseller and that such Reseller is an independent party and not an agent of Sage.

### 6. EXCLUSIONS OF AND LIMITATION OF LIABILITY

6.1 Neither party excludes or limits its liability for:



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- 6.1.1 Death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- 6.1.2 Fraud or fraudulent misrepresentation; or
- 6.1.3 Any other matter which cannot be limited or excluded by applicable law.

6.2 You acknowledge and understand that software is inherently complex and may not be free from errors and that you have been advised to verify the work produced by the Program. Subject to Section 6.1, neither party shall be liable to the other whether in tort (including negligence or breach of statutory duty), delict, contract, misrepresentation, restitution or otherwise (even if such loss or damage was reasonably foreseeable or if one party had advised the other of the possibility of such loss or damage) for:

- 6.2.1 Any special, indirect, incidental, consequential, or punitive damages resulting from any defect in the Software;
- 6.2.2 Any loss of time, loss of or corruption to data, loss of anticipated profits, lost opportunity cost, loss of use of the Software, depletion of goodwill, or similar losses however caused; or
- 6.2.3 Any damages or costs incurred in connection with obtaining substitute software, receiving support services, claims made against you by others, or similar costs.

6.3 SUBJECT TO SECTIONS 6.1 AND 6.2 ABOVE, EXCEPT FOR YOUR OBLIGATIONS TO PAY FEES UNDER THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, MAINTENANCE AND SUPPORT, OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT, DELICT OR OTHERWISE, SHALL NOT EXCEED THE FEE ACTUALLY PAID BY YOU TO PURCHASE THE PERPETUAL LICENSE.

You acknowledge and agree that this Agreement allocates risk between you and Sage as authorized by applicable law, and that the pricing of Sage products reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this Agreement shall remain in full force and effect.

6.4 You acknowledge that unless you and Sage agree in writing for Sage to provide other products and/or services (including, without limitation, software implementation services) directly to you in connection with the provision of the Software, you are responsible for engaging a qualified third party to provide such products and/or services for you on terms you negotiate. You also acknowledge that Sage does not endorse any reseller (including your Reseller) or any other service provider and you are responsible for independently investigating the skills and qualifications of such third party to ensure that they provide you with

the level of skill and service your business requires. You agree that Sage shall have no liability whatsoever for any failure associated with products and/or services (including any delay or non performance of the Software which is caused by such products and/or services), even if the party you engage is a Reseller, consultant, or installer of Sage products.

6.5 In the event that you wish to bring a claim or other civil proceeding arising out of or in connection with this Agreement, you represent and warrant to Sage that the involvement of you and any of your Affiliates in such a claim or proceeding shall not give rise to any increase in or multiplication of any cap placed on Sage's liability.

All dates supplied by Sage for the delivery of the Software shall be treated as approximate only. Sage shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

## 7. INDEMNIFICATION

7.1 Indemnification by Sage. Subject to 7.3 Sage will indemnify and hold you and your Affiliates, officers, directors, employees, and agents harmless from and against any and all costs, damages, expenses, including reasonable attorneys' fees and costs (collectively, "**Damages**"), to the extent arising out of a claim alleging that the Software infringes or misappropriates the intellectual property rights of a third party, except to the extent that the alleged infringement is based on: (a) a modification of the Software by anyone other than Sage; (b) use of the Software in combination with any software, hardware, network or system not supplied by Sage if the alleged infringement relates to such combination; (c) use of the Software in a manner contrary to Sage's written instructions or the Documentation; or (d) which arises as a result of your continued Use of the Software after you have been notified that it infringes the rights of a third party.

7.2 If the Software infringes, or Sage reasonably believes it may infringe intellectual property rights, Sage may, at its own expense and option: (i) procure the right for you to continue use of such Software; (ii) modify such Software so that it becomes non-infringing without material loss of functionality; or (iii) if (i) or (ii) are not feasible, terminate the Agreement whereupon Sage shall ensure that: you receive a refund or credit for (i) the maintenance and support fees you incurred to purchase or renew your maintenance and support for the then-current term, and (ii) a pro rata portion of the Perpetual License fees you incurred for the purchase of your initial Perpetual License and all upgrades, which pro rata portion will be determined on the basis of the remaining period of a useful life of 5 years, where the five-year useful life begins on the date you purchase your initial license. THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE REPRESENT SAGE'S SOLE AND EXCLUSIVE LIABILITY AND



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### YOUR EXCLUSIVE REMEDY FOR ANY INDEMNITY CLAIM.

- 7.3 Indemnification by You. Subject to Section 7.4, you will indemnify and hold Sage and its Affiliates, officers, directors, employees, and agents harmless from and against any and all Damages to the extent arising out of a third-party claim alleging that your collection, retention or use of Customer Data or your use of the Software in breach of this Agreement infringes the rights of, or has caused harm to, a third party.
- 7.4 Indemnification Procedure. In the event of a potential indemnity obligation under this Section 7, the party claiming the indemnity shall provide to the other party: (i) prompt written notice of the claim such that the other party's ability to defend the claim is not prejudiced; (ii) sole control of the defence and settlement of the claim; and (iii) all reasonable assistance, at the other party's expense. Without the prior written consent of the party claiming the indemnity, the other party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the party claiming the indemnity.
- 7.5 In the event a party wishes to bring a claim or other civil proceeding arising out of or in connection with this Section 7, each party represents and warrants that the involvement of its Affiliates in such a claim or proceeding shall not give rise to any increase in or multiplication of any cap placed on the other party's liability.

## 8. MAINTENANCE AND CUSTOMER SUPPORT

- 8.1 If you purchased Maintenance Software and/or Customer Support directly from Sage, information about such Maintenance Software and Customer Support will be provided to you by the Sage Group plc entity with which you contracted for the Software (and which may be either in printed or electronic form including by reference to any customer services handbooks, support guides and any URL which Sage may notify to you from time to time).
- 8.2 If the Sage Group plc entity with which you contracted for the Software allowed you to purchase Maintenance Software and/or Customer Support from a Reseller, such Maintenance Software and/or Customer Support will be provided to you in accordance with the Reseller's own documentation and instructions and the provisions of Section 8.1 will not apply to you. If you acquired a Subscription License that includes support, Sage will provide Maintenance Software and Customer Support to your Reseller and the Reseller will provide the same to you in accordance with the provisions of this Section 8.2.
- 8.3 You may be required to pay for Maintenance Software and Customer Support during the first year of your license. Information about the provisions of such

Maintenance Software and Customer Support will be provided to you by the Sage Group plc entity with which you contracted for the Maintenance Software and Customer Support (and which may be either in printed or electronic form including by reference to any customer services handbooks, support guides and any URL which Sage may notify to you from time to time). If the Sage Group plc entity with which you contracted for the Software allowed you to purchase Maintenance Software and Customer Support from a Reseller, such Maintenance Software and Customer Support will be provided to you in accordance with the Reseller's own documentation and instructions.

- 8.4 Where Sage provides Maintenance Software and/or Customer Support directly to you, Sage will not be required to provide such Maintenance Software and/or Customer Support where errors arise from:
- 8.4.1 your use of any third party equipment, hardware, software, service or communication lines;
- 8.4.2 your use of the Software in any manner otherwise than in accordance with Sage's operating instructions or in the case of an operator error;
- 8.4.3 your failure to fulfil or observe your obligations in Section 2 of this Agreement;
- 8.4.4 your failure to ensure that your network and systems comply with the relevant specifications provided by Sage from time to time; or
- 8.4.5 any other circumstances where it is stated in the information provided to you by Sage that such Maintenance Software and/or Customer Support will not be provided.

- 8.5 Sage reserves the right to introduce any substitute or replacement Software which substantially fulfils the same functions as the Software which it substitutes or replaces.

## 9. FEES AND PAYMENTS

- 9.1 Sage may increase its Perpetual License and other fees at any time without notice so fees due for new or additional Software license or subscription purchases may be more than a previous purchase.
- 9.2 You must pay the relevant fees and any other charges arising under this Agreement as stated on Sage's invoice or Order and within 30 days of the date on the invoice, or as otherwise agreed with Sage. All invoices to you and payments from you to Sage will be in the currency specified on your invoice or Order. Fees quoted do not include applicable sales taxes but all applicable taxes will be included in the amount Sage charges you.
- 9.3 Fees may include late payment fees or penalties incurred because your financial institution fails to honor a check or electronic charge, direct debit or transfer. Late payments will accrue interest at the highest rate permitted by the law of the Sage Group plc entity with





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which you contracted for the Software or as otherwise agreed with your local Sage entity.

9.4 You are obligated to pay all fees irrespective of whether you receive an invoice. If you purchased your Perpetual License (as the case may be) from a Reseller, the Reseller may be responsible for paying all fees to Sage on your behalf (if the Sage Group plc entity with which you contracted for the Software permits this). If Sage has not received payment of the applicable fees either from you or from your Reseller (as the case may be) or if Sage has received notification from your Reseller of your non-payment of the same, then without prejudice to Sage's other rights and obligations Sage may suspend or terminate your Perpetual License (as the case may be).

9.5 If at any time during your Perpetual License Period (as the case may be) you want to increase the number of your users which can access the Program or to access additional components or modules in the Program, you must pay Sage's applicable fees.

9.5.1 the additional fees will be payable from the date such additional users are added to your license and/or the date access to the additional Program components or modules is made available to you; and

9.5.2 there will be no refund or credit of the license fees which you have previously paid and any decrease in the fees payable for Maintenance Software and/or Customer Support will be reflected in your next invoice for renewal of Maintenance Software and/or Customer Support.

Unless you agreed otherwise with the Sage Group plc entity from which you purchased your Maintenance Software and Customer Support, payment is required in advance for the full length of your Initial Support Term and each subsequent Support Renewal Term (as described in Section 10.2) and is non-cancellable and non-refundable.

9.6 If the Sage Group plc entity with which you contracted for the Software allowed you to purchase the Perpetual License through a Reseller, then except for Section 9.4, the terms in that agreement in relation to payment of fees for a Perpetual License, support, maintenance and any other services provided by the Reseller to you will prevail over the payment terms in this Section 9.

### 10. TERM AND TERMINATION

10.1 This Agreement is effective from the Commencement Date and continues until terminated in accordance with this section.

10.2 You may terminate this Agreement at any time, at which point your license hereunder will terminate; if you do so, there will be no refund or credit or your license fees either in whole or in part. You shall be responsible for retrieving your data from the Software prior to this Agreement terminating and any failure by you to extract

your data will not prevent this Agreement from terminating.

10.3 Subject to Section 8.3 if you have purchased Maintenance Software and Customer Support directly from a Sage Group plc entity, the initial period for such Maintenance Software and Customer Support will be for one (1) year unless you are offered and select a shorter or a longer period in which case the shorter or longer term will be your initial period ("Initial Support Term"). Your Initial Support Term will automatically continue to renew thereafter for the same period of time (your "Support Renewal Term") unless a different term is agreed otherwise with the Sage Group plc entity from which you purchased your Maintenance Software and Customer Support. You may choose not to renew your Initial Support Term or subsequent Support Renewal Term (as the case may be) by providing at least 90 days' written notice of your non-renewal to the Sage Group plc entity from which you purchased your Maintenance Software and Customer Support (unless you agreed a different notice period with such Sage Group plc entity in which case such different notice period will apply) and your non-renewal notice will expire on the last day of your Initial Support Term or Support Renewal Term (as the case may be). If you terminate the provision of your Maintenance Software and Customer Support you will still have the right to continue to Use the Software in accordance with the terms of this Agreement, however, you understand and agree that you will not have the right to receive any further Maintenance Software and Customer Support;

10.4 Subject to Section 8.3, if you have purchased Maintenance Software and Customer support from a Reseller, you may terminate your Reseller's provision of Maintenance Software and Customer Support in accordance with the terms of your agreement with your Reseller and, if you do so, you will still have the right to continue to Use the Software in accordance with the terms of this Agreement, however, you understand and agree that you will not have the right to receive any further Maintenance Software and Customer Support.

10.5 Notwithstanding the foregoing, this Agreement and the Perpetual License granted to you will terminate automatically and without notice if:

10.5.1 You fail to pay any fees when due and Sage gives you 10 working days' written notice of such late payment and after 10 working days you still have not paid the amount due (unless the Sage Group plc entity from which you purchased the Perpetual License has agreed a different notice period within which you must pay your fees);

10.5.2 You fail to comply with any term of this Agreement and, if capable of remedy, do not rectify your non-compliance within 30 days of Sage's written notice requiring you to remedy your non-compliance. Where a breach is a material breach or a breach not capable of remedy, Sage may in its sole discretion



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terminate this Agreement on written to you with immediate effect; or

10.5.3 Sage is notified that any finance arrangement you may have made with a third party for the payment of any Perpetual License fees has ended for any reason other than it being satisfied in full; or

10.5.4 To the extent applicable in your local jurisdiction, if you cease to exist, cease to trade, become bankrupt, go into liquidation, suffer or make any winding up petition, make an appointment with your creditors, have an administrator, administrative receiver or other receiver appointed, benefit from a statutory moratorium of your debts, or if you are affected by any similar circumstances.

10.6 Either party may terminate this Agreement in accordance with any other section which by its express provisions allows a party to terminate this Agreement.

10.7 Within 10 days after the termination or expiration of your Perpetual License, or this Agreement, you shall uninstall the Software and certify in writing to Sage that you have done so.

10.8 Any provision in this Agreement which when reasonably read as intended to survive the termination of this Agreement shall survive, including without limitation, the disclaimer of warranties and limitations of liability.

### 11. COMPLIANCE WITH LAWS

11.1 Each party will and will procure that persons associated with them:

11.1.1 Comply with all applicable laws, statutes, regulations, and codes relating to the Software, including applicable anti-bribery and anti-corruption laws, Data Protection Laws and tax evasion laws (the “**Relevant Requirements**”);

11.1.2 Not engage in any conduct which would constitute an offence under any of the Relevant Requirements;

11.1.3 Not do, or omit to do, any act that may lead the other party to be in breach of any of the Relevant Requirements;

11.1.4 Promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement; and

11.1.5 Have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

11.2 Sanctions. You hereby confirm that: (i) you shall, at all times during the term of this Agreement, conduct your business in compliance with 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 sanctions; (ii) neither you nor any of your Affiliates is named on any “denied persons list” (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor are you or any of your Affiliates owned or controlled by a politically exposed person; and (iii) you have and shall maintain throughout the term of this Agreement appropriate procedures and controls in place to ensure and be able to demonstrate your compliance with this Section 11.2. You shall not permit users to access and/or use the Software in violation of any U.S. export or sanctions law or regulation or in any Restricted Territories meaning: (i) Cuba, Iran, Sudan, North Korea, Syria 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, United Nations and elsewhere. Such access and/or use is not permitted by us and shall constitute a material breach of this Agreement, and where we are aware of or suspect you (or any of your users) to be accessing, using, permitting or otherwise facilitating such access and/or use in any Restricted Territories in breach of such laws or regulations, we may immediately suspend your use of the Software to the extent that we consider necessary without prior notice, and we shall promptly notify you of such suspension and investigate any potential breach. You will promptly notify us if either you or any of your Affiliates has violated, or if a third party has a reasonable basis for alleging that you or any of your Affiliates has violated, this Section 11.2. In the event that we have grounds to suspect that you are accessing and/or using the Software in violation of this Section 11.2, you shall provide us with your full cooperation and assistance in respect of your access and/or use of the Software and in respect of your compliance with this Section 11.2. You shall indemnify (and keep indemnified) us, our Affiliates 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 Section 11.2.

### 12. DATA PRIVACY

12.1 We will process all Customer Data, including your Personal Data (as defined in **Exhibit A**), pursuant to the Data Processing Addendum attached hereto as **Exhibit A**.

### 13. GENERAL

13.1 Independent Contractors. Each party is an independent contractor and neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other.

13.2 Export. The Software may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named



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- on any United States government denied-party list. You shall not permit your users of the Program to access or use the Program in a United States embargoed country or in violation of any United States export law or regulation.
- 13.3 **Transfer and Assignment.** You shall not transfer, delegate, or assign this Agreement in whole or in part, directly or indirectly, by operation of law, merger, acquisition, or otherwise without Sage's prior written consent. This Agreement is assignable by Sage and Sage is entitled to sub-contract any of its obligations under this Agreement provided that any such sub-contracting will not relieve Sage of its obligations to you.
- 13.4 **U.S. Government Restricted Rights.** If the Sage Group plc entity with which you contracted for the Software is Sage Software, Inc., the Software is made available with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government (including its agencies and instrumentalities) is subject to restrictions set forth in 48 CFR 52.227-19 or DFARS 252.227-7014, as applicable. Sage Software, Inc. is the distributor in North America. Sage Software, Inc.'s address in the United States is 271 17<sup>th</sup> Street, Suite 1100, Atlanta, Georgia 30363; Sage Software, Inc.'s address in Canada is 13888 Wireless Way, Suite 120, Richmond, British Columbia, V6V 0A3, Canada.
- 13.5 **Jurisdictional Rights.** This Agreement gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so some of the provisions in this Agreement may not apply to you in which case the provisions of Section 13.14 will be applicable.
- 13.6 **Waiver.** No failure of 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 both parties.
- 13.7 **Audit Rights.** With or without prior notice, Sage may audit your Use of the Software to ensure that you comply with the terms and conditions of this Agreement. If an audit reveals that you have underpaid fees or owe fees to Sage, Sage will invoice you for the underpayment or amount due based on the Sage price list in effect at the time the audit is completed.
- 13.8 **Force Majeure.** Sage will have no liability to you under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.
- 13.9 **No Third Party Beneficiaries.** Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce any terms in this Agreement.
- 13.10 **Notices and Electronic Communications.** Your day to day communication with Sage must be via the contact details given in Sage's relevant documentation and Sage's communication to you will be via those details given to Sage when you accepted this Agreement (or any new details which you subsequently notify to Sage). Each party will use the appropriate communication medium, including e-mail, and in the case of Sage communicating with you, by publishing notices on its website. 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: (a) pre-paid mail, 48 hours after posting; or (b) recorded delivery on the next business day; or (c) email at 0900 on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt (either specifically or by conduct).
- 13.11 **Reference Program.** Unless you send us a notice in accordance with Section 13.10 Sage (or any company within the Sage Group Plc group of companies) may reference the relationship established by this Agreement by including your company name, and/or trade mark(s) and/or logo(s):
- 13.11.1 in its list of customers on Sage corporate websites or printed materials;
  - 13.11.2 in communications presenting Sage and its product and services to existing and prospective clients;
  - 13.11.3 in press releases (including in a 'customer win' release which is an announcement about Sage new clients and in Sage case studies (written or video) which may include a mutually agreeable quote or testimonial from one of your executives. Sage press releases and case studies may be published on Sage corporate websites.
- If at any time you do not want Sage to use your company name and/or trade mark(s) and/or logo(s) in the ways described above please let Sage know by sending an email to [ipfilings@sage.com](mailto:ipfilings@sage.com) or by contacting your usual Sage representative. Sage will remove any reference to your company name and/or trade mark(s) and/or 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 company name and/or trade mark(s) and/or logo(s) may still be publicly available. For more information about how Sage uses information about you please refer to the Privacy Notice.
- 13.12 **Entire Agreement.** This Agreement represents the complete and exclusive understanding between you and Sage regarding the Program, including maintenance and support, and supersedes any prior



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purchase order terms, confirmation, advertising, representation, or other communication. For clarity, if you are also required to indicate your acceptance by clicking on an "I Accept" or similar button during the installation process as well as sign a paper copy of this Agreement, the parties agree that the terms in the physical signed document shall prevail over the terms of the agreement to which you indicate your electronic acceptance during the installation process. The parties agree that notwithstanding the fact you may be required to click on an "I Accept" or similar button during the installation process, such action does not indicate your acceptance of such terms and that the terms of such agreement shall have no effect. The parties acknowledge that in entering into this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing in this section shall limited or exclude the parties' liability for fraudulent misrepresentation.

13.13 **Modification.** This Agreement may not be modified except by a written agreement signed by you and an authorized Sage representative.

13.14 **Severability.** If any provision of this Agreement is found to be void, invalid, or unenforceable, it shall be severed from and shall not affect the remainder of this Agreement, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision which conforms to applicable law of the Sage entity from which you purchased a Subscription License for the Software and embodies as closely as possible the original intent of the parties.

13.15 **Dispute Resolution.** If a dispute or other disagreement arises between the parties, then:

13.15.1 Each party agrees to promptly raise the matter internally to the relevant account managers for resolution and if the account managers are unable to rectify the matter within 30 days of being requested to do so, the parties will each escalate the matter to senior managers for resolution who will attempt to resolve the dispute within a further period of 30 days;

13.15.2 If the senior managers are unable to resolve the matter within 30 days of being requested to do so, the parties will each escalate the matter to a director or vice president. The director or vice president will then in good

faith attempt to resolve the matter within a further period of 30 days;

13.15.3 Where the matter has not been resolved following the procedure in Section 13.15.1 and Section 13.15.2 then either:

13.15.4 where you Use the Program primarily in North America, Argentina, Caribbean (except French Caribbean), Chile, Columbia, Cuba, Ecuador, Guatemala, Mexico, Panama, Peru, Puerto Rico or Uruguay, then any cause of action or claim arising out of or relating to this Agreement or the breach thereof, including without limitation, the validity, enforceability or scope of this Agreement, shall be settled by binding arbitration conducted in Atlanta, Georgia. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In addition, you agree that any cause of action or claim will be arbitrated individually and that you will not consolidate or seek class treatment for any claims, unless previously agreed to in writing by you and Sage; or

13.15.5 otherwise either party is free to pursue alternative remedies in accordance with Section 13.16.

Neither party can commence any litigation or court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute in accordance with this Section 13.15 except where a party seeks interim injunctive relief or to issue a claim within an applicable limitation period.

13.16 **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) will be governed by and construed in accordance with the laws of the Sage Group plc entity that you are contracting with as set out in the column entitled "Governing Law" in the table set out in **Exhibit B**.

Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and state (as applicable) of the Sage Group plc entity that you are contracting with as set out in the column entitled "Court of Jurisdiction" in the table set out in **Exhibit B** over any claim or matter arising out of or in connection with this Agreement or the legal relationships established by it.



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### Data Protection Addendum

#### 1. DEFINITIONS & INTERPRETATION

1.1. In this Addendum, unless the context otherwise requires:

**“Data Protection Laws”** means all applicable European Union and UK laws and regulations governing the use or processing of personal data, including the General Data Protection Regulation (EU) 2016/679 (**“GDPR”**) and any national laws implementing or supplementing or superseding the foregoing; **“binding corporate rules”**, **“controller”**, **“data subject”**, **“personal data”**, **“personal data breach”**, **“processing”**, **“processor”**, **“pseudonymisation”** and **“supervisory authority”** have the meanings given to them in Data Protection Laws and the term **“supervisory authority”** shall be deemed to include the UK Information Commissioner;

**“European Law”** means European Union law, member state law and/or the law in any part of the UK;

**“International Transfer”** means a transfer of Relevant Data from the European Union or the UK to a third country or international organisation;

**“Relevant Data”** means all Customer Data: (i) which relate to a data subject; and (ii) in respect of which you (the Customer) are the controller; and (iii) which will be processed by us on your behalf in connection with the Agreement, as more particularly described in Schedule 1 (Specification of processing);

**“Security Incident”** means a personal data breach in respect of the Relevant Data;

**“Sub-processor”** means another processor engaged by us; and

**“Your Data Responsibilities”** means your protection responsibilities under or in connection with the Agreement, including:

- your contractual relationships with third parties, other members of your group and your other processors;
- the compliance of your processing (and of other members of your group, if any) under this Addendum and the Agreement as controller;
- the compliance of your business with applicable Data Protection Laws;
- the compliance of your intra-group transfers (if any) of personal data;

- the compliance of your transfers (if any) of personal data to processors and/or other suppliers;
- the compliance of your processing of Relevant Data as controller;
- the compliance of your handling of and response to data subjects’ requests under applicable Data Protection Laws, regardless of any assistance we may provide; and
- the compliance of your remote use of our systems from a third country or international organisation (if any)

and otherwise complying with your controller obligations under applicable Data Protection Laws.

1.2. In this Addendum, references to “Services” include as applicable any “Apps”, “Cloud Solution Services”, “Module”, “Product”, “Program”, “Service”, “Software”, “Solution” or “Support” as defined in the Agreement and references to our “website” include as applicable any “Website” defined in the Agreement.

1.3. Where there is any inconsistency between the terms of this Addendum and any other term of the Agreement, the terms of this Addendum shall take precedence.

#### 2. PROCESSING RELEVANT DATA

2.1. The parties acknowledge that, for the purposes of the Agreement, you are the controller and we are the processor of the Relevant Data. Details of the processing of Relevant Data we shall carry out for you are set out in Schedule 1 (Specification of processing), which you agree that you have checked and confirmed as correct or have changed as necessary to reflect the processing of Relevant Data under the Agreement. If you have changed Schedule 1 (Specification of processing), it is your responsibility to provide it to us and to agree the changes with us before you enter into the Agreement. The parties may update Schedule 1 (Specification of processing) during the term of the Agreement, in accordance with the Agreement or by mutual written agreement, to reflect changes in processing or for other reasons. Each updated version shall form part of the Addendum.

2.2. You warrant and represent that:

2.2.1. you will comply, and will ensure that your instructions for the processing of Relevant Data will comply, with Data Protection Laws;

2.2.2. you are authorised by the relevant data subjects, or are otherwise permitted



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pursuant to Data Protection Laws, to disclose the Relevant Data to us;

2.2.3. you will, where necessary, and in accordance with Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to data subjects in order for:  
(i) you to disclose the Relevant Data to us; and  
(ii) us to process the Relevant Data for the purposes set out in the Agreement and this Addendum and in accordance with Data Protection Laws; and

2.2.4. your instructions to us and/or to any Sub-processor(s) relating to processing of Relevant Data will not put us or any Sub-processor(s) in breach of Data Protection Laws.

2.3. You acknowledge and agree that we may be required or permitted by European Law to disclose certain personal data or other information relating to you, the Services and/or the Agreement to third parties. We may also be required by European Law to process the Relevant Data other than on your documented instructions under paragraph 3.1.1. If that happens, we will inform you of that legal requirement before the processing, unless that legal requirement or law prohibits us from doing so on important grounds of public interest. Where we are prohibited from informing you of the legal requirement, and/or where we are subject to an ongoing legal requirement to process, you give us general authorisation and consent to carry out that processing without your specific authorisation or consent. Just to be clear, that authorisation/consent is from you as a business Customer: it is not consent from you as an individual under the GDPR.

2.4. Where we assist you with your compliance with data protection requirements or where we otherwise assist you under or pursuant to this Addendum, we reserve the right to charge you on the basis of our standard applicable pricing. In addition you will be responsible for the cost of engaging any third-party auditor you wish to commission to conduct an audit. You will reimburse us for all additional costs and liabilities incurred by us resulting from any failure or delay(s) by you to comply with your obligations under this Addendum. Nothing in this paragraph 2.4 shall affect our rights to charge you under the Agreement.

### 3. OUR OBLIGATIONS

3.1. We shall:

3.1.1. **Lawful Instructions:** except as indicated in paragraph 2.3 and

paragraph 5.1.5, only process the Relevant Data in accordance with your documented instructions including with regard to International Transfers; you hereby instruct us to process the Relevant Data in order to provide the Services and in accordance with any other instructions set out in the Agreement; nothing in this paragraph 3.1.1 will permit you to vary our obligations and/or any instructions under the Agreement other than with our prior written agreement; if we reasonably consider that any of your instructions may put us and/or any Sub-processor(s) in breach of Data Protection Laws and/or any provision of the Agreement, we shall be entitled not to carry out that processing and will not be in breach of the Agreement or otherwise liable to you as a result of our failure to carry out or delays in carrying out that processing;

3.1.2.

**Security of Processing:** implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by processing (in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Relevant Data), taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Relevant Data, as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects, and including, as and where appropriate, measures to ensure:

(a) the pseudonymisation and/or encryption of the Relevant Data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability of and access to the Relevant Data in a timely manner in the event of physical or technical incident; and

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;



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- 3.1.3. take steps to ensure that any natural person acting under our authority who has access to Relevant Data does not process them except on your instructions, unless he or she is required to do so by European Law; and
- 3.1.4. operate, maintain and enforce an information security management programme ("Security Programme") which is consistent with recognised industry practice; the Security Programme contains appropriate administrative, physical, technical and organisational safeguards, policies and controls in the following areas:
- Information security policies
  - Organisation of information security
  - Human resources security
  - Asset management
  - Access control
  - Cryptography
  - Physical and environmental security
  - Operations security
  - Communications security
  - System acquisition, development and maintenance
  - Supplier relationships
  - Information security incident management
  - Information security aspects of business continuity management
  - Legislative, regulatory and contractual compliance;
- 3.1.5. **Assistance in Compliance:** taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests by data subjects exercising their rights under Data Protection Laws; **please note** that if we assist you in responding to requests, including the provision of tools or reports within the Services to support your searches, we give no warranty and make no representation as to the compliance of the nature and scope of the search with applicable Data Protection Laws, nor do we warrant or represent the accuracy or completeness of the output of our assistance: it is your responsibility, and not our responsibility, to determine the nature and scope of the search, validate the output and ensure that your response to the data subject is compliant in all respects with applicable Data Protection Laws, as further referred to in paragraph 7;
- 3.1.6. assist you in ensuring compliance with the obligations in Data Protection Laws in respect of security of processing, notification of a Security Incident to a supervisory authority, communication of a Security Incident to the data subject, data protection impact assessments and prior consultation, taking into account the nature of processing and the information available to us;
- 3.1.7. notify you without undue delay after we become aware of a Security Incident;
- 3.1.8. **Staff Confidentiality Obligations:** ensure that our staff who are authorised to process the Relevant Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; and
- 3.1.9. **Return or Deletion of Relevant Data:** at your option (to be exercised by written notice from you) delete or return to you, all the Relevant Data after the end of the provision of the Services relating to the processing, and (in the case of return), delete existing copies of the Relevant Data unless any European Law requires us to store the Relevant Data; however we will be entitled to retain any Relevant Data which: (a) we have to keep to comply with any applicable laws; (b) we are required to keep for insurance, accounting, taxation, legal, regulatory or record keeping purposes; or (c) is necessary to investigate and resolve performance or security issues, and this Addendum will continue to apply to retained Relevant Data; notwithstanding any provision to the contrary in the Agreement, we shall be entitled to delete the Relevant Data in accordance with our normal data cleansing policies; in respect of Relevant Data which are archived/backed up, you instruct us to retain those archived/backed up Relevant Data in accordance with the typical period for which those Relevant Data are archived/backed up by us for the Services in question.



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### 4. USE OF SUB-PROCESSORS

4.1. Without prejudice to any provisions in the Agreement relating to sub-contracting, you hereby give your general written authorisation to us engaging Sub-processors to process the Relevant Data. Where the Sub-processor is in a third country, you hereby instruct us to make an International Transfer under paragraph 5.

4.2. We shall respect the conditions referred to in Article 28(2) GDPR for engaging a Sub-processor.

4.3. If we appoint a Sub-processor, we will put a written contract in place between us and the Sub-processor that specifies the Sub-processor's processing activities and imposes on the Sub-processor substantially similar terms, appropriate to the sub-processing they will undertake. If that Sub-processor fails to fulfil its data protection obligations, we shall remain liable to you for the performance of that Sub-processor's obligations.

### 5. TRANSFERS OF PERSONAL DATA TO A THIRD COUNTRY OR INTERNATIONAL ORGANISATION

5.1. We shall only make an International Transfer to a recipient:

5.1.1. on the basis of an adequacy decision made under Data Protection Laws;

5.1.2. on the basis of appropriate safeguards that are in place, and you agree to execute any documents (including data transfer agreements) relating to that International Transfer which we request that you to execute from time to time for that purpose;

5.1.3. on the basis of binding corporate rules approved by a competent supervisory authority; or

5.1.4. on the basis of an applicable derogation in Data Protection Laws

which in each case applies to the International Transfer in question; or

5.1.5. if we are required to make the International Transfer to comply with European Law, in which case we will notify you of the legal requirement prior to that International Transfer unless the European Law prohibits us from notifying you on public interest grounds. Where we are prohibited from

informing you of the legal requirement, and/or where we are subject to an ongoing legal requirement to transfer, you (a business Customer) give us general authorisation and consent to carry out that transfer without your specific authorisation or consent.

5.2. You acknowledge and agree that you shall be responsible, and we shall not be responsible, for the compliance of any International Transfers that occur when Users access the Services through a browser from a third country or international organisation, as further referred to in paragraph 7.

### 6. RIGHTS OF AUDIT

6.1. At your reasonable request and subject to you (and any third-party auditor) entering into an appropriate confidentiality agreement, we shall:

6.1.1. make available to you such information as may reasonably be necessary to demonstrate compliance with the obligations for processor agreements laid down in Data Protection Laws; and

6.1.2. subject to paragraphs 6.3 and 6.4 below, allow you (or an independent, third-party professional auditor mandated by you and acceptable to us, both of us acting reasonably) to conduct an audit, including inspection, of our processing of Relevant Data pursuant to the Agreement, and contribute to that audit,

except that you agree that nothing in this paragraph 6.1 shall require us to act in breach of an obligation of confidentiality owed to a third party.

6.2. With respect to paragraph 6.1, we shall immediately inform you in writing, but without any obligation to monitor or enquire as to the legality of your instructions or to give legal advice if, in our opinion, to follow an instruction given by you would give rise to a breach of applicable Data Protection Laws.

6.3. Where we have commissioned audit report(s) which we offer to make available to you, you agree that you may only proceed with your own audit/inspection if, acting in good faith, you are reasonably dissatisfied with the audit report(s), and that your own audit/inspection is subject to our rights in paragraph 2.4. You must coordinate with us on the timing and scope of any such audit/inspection and refrain from any act or omission that could lead to the degradation, overload or unavailability of the Services. The scope of your audit must exclude other customers' data. Any testing, probing or scanning





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tools used on our infrastructure must be pre-approved by us. You must not and must instruct any third-party auditor not to) include in your audit report any sensitive information that could be used by a third party to the detriment of the security of the Services (including, but not only, details of vulnerabilities). You must instruct any third-party auditor to give us the reasonable opportunity to review the report before it is provided to you in final form and to communicate with the auditor to resolve any questions or issues of fact. You and the auditor must keep the results and findings of any audits confidential and disclose them to third parties only to the extent required by law.

- 6.4. In relation to any Sub-processors that are engaged pursuant to paragraph 4 and/or any data centre facilities used by us, you acknowledge and agree that it is sufficient, for the purposes of satisfying the requirements of paragraph 6.1, that we shall have a right to audit or inspect those Sub-processors and/or those data centre facilities on your behalf, subject to reasonable restrictions.

### 7. YOUR OBLIGATIONS

- 7.1. You shall comply with Your Data Responsibilities. We are not in any way responsible for Your Data Responsibilities.

### 8. SAGE AS CONTROLLER

- 8.1. We will process personal data as a controller under the Agreement and/or this Addendum, for example but not exhaustively, in the management of our relationship with you, in our use of Usage Data under paragraph 9, for analytics under paragraph 10 or for marketing under paragraph 12. Please see our website privacy notice for further details. Paragraphs 2.1 (and Schedule 1) and paragraphs 3 to 6 inclusive of this Addendum shall not apply to personal data of which we are a controller.

### 9. USAGE DATA

- 9.1. We may collect or create data resulting from Users' use of the Services, such as metadata, performance metrics, and usage trends or volume ("Usage Data"). We may use Usage Data for our legitimate business purposes, including network and information security, Customer support, data analytics and marketing, provided that, except to provide the Services or as required or permitted by law, any external disclosure of Usage Data by us will be in an aggregated form that does not identify or otherwise permit the identification of you, any Users or other persons, unless you consent otherwise or initiate the sharing of Usage Data yourself.

### 10. DATA ANALYTICS

- 10.1. We may use the Customer Data, Usage Data and other data to run statistical reports within the Services for our own use; for example, showing which features are the most popular with Users, which features cause issues, for benchmarking in aggregate form and/or to gain insights. We may use Customer Data internally for product research, development and innovation; for example to improve the Services, add new features and functionality, such as receipt recognition and cashflow forecasting, and provide you with insights. You (as a business Customer) consent to and authorise our access to and use of the Customer Data for those purposes and agree that our use of the Customer Data is legitimate, proportionate and, in the case of support, network and information security, may be necessary, given the negligible impact on you and the benefit you and your Users will receive in terms of technical support and from product improvements and enhancements. For further information, including our legitimate interests for conducting analytics, please see our website privacy notice.

- 10.2. This sub-paragraph applies if and where we use Google Analytics to track use of the Services; an example would be to track how many times a particular feature is used across all users or to track variants of connected third party software. For details of how Google uses data when you use our Services, please see <http://www.google.com/policies/privacy/partners/>. For information on Google's data practices and commitment to protecting the confidentiality and security of data, please see <https://support.google.com/analytics/answer/6004245>. Google's privacy policy may be found here: <https://www.google.com/policies/privacy/>.

- 10.3. This paragraph 10 is in addition to any provisions on data analytics in the main body of the Agreement.

### 11. JOINT CONTROLLERS

- 11.1. As at the date of the Agreement, the parties do not consider themselves to be joint controllers (that is, where two or more controllers jointly determine the purposes and means of processing) for the purpose of the processing activities referred to in this Addendum.
- 11.2. If and to the extent that the parties later determine that their arrangement has become one of joint controllers, they shall comply with the requirements set out in article 26 GDPR.



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12. **MARKETING – IMPORTANT!**
- 12.1. **Please bring this paragraph 12 to the attention of any of your staff who will act as key contacts for us.**
- 12.2. Unless you (as an individual) have opted out of direct marketing communications (e.g. told us not to start them or told us to stop them), you acknowledge and agree that we may use personal data (such as the telephone and email contact details we have collected for you) to provide direct marketing communications to you which may be of interest, based on the individual recipient's use of the Services or areas of interest. Direct marketing communications include telephone, email and other forms of electronic communication. We track whether marketing emails are opened and whether links in the emails are clicked on. This is built into the emails and to stop this occurring you need to unsubscribe from the emails. Please be assured that we will not take contact details from the Relevant Data and use them to send direct marketing communications – we only use contact details we collect separately from the Relevant Data.
- 12.3. **How to opt out of direct marketing.** If you prefer not to receive direct marketing from us, please tell the caller, click on the 'unsubscribe' button in the relevant communication (to stop email marketing only) or contact us at [globalprivacy@sage.com](mailto:globalprivacy@sage.com). It may take up to one month for your preferences to be updated across our systems.
- 12.4. For further information, please see our website privacy notice.

### Schedule 1 - Specification of processing

#### Subject matter and duration of the processing of Relevant Data:

Subject matter: the provision of our Services.

Duration: the term of the Agreement including any transitional periods on entrance or exit from the Agreement.

#### Nature and purpose of the processing of Relevant Data:

Any or all of the following processing operations for the purpose of providing the Services, depending on the Services chosen by you; your use of and requirements for the Services; the requirements in the Agreement; and third party requests and other extraneous events (the "**Purposes**"):

- ✓ Collection
- ✓ Recording
- ✓ Organisation
- ✓ Structuring
- ✓ Storage
- ✓ Adaptation/alteration
- ✓ Retrieval
- ✓ Consultation
- ✓ Use
- ✓ Disclosure by transmission / dissemination or otherwise making available
- ✓ Alignment / combination
- ✓ Restriction
- ✓ Erasure / destruction
- ✓ Others: .....

#### Type of Relevant Data (including any special categories of Relevant Data or other sensitive data):

Any or all of the following depending on the Purposes:

- ✓ **Personal details** (any information that identifies the data subject and their personal characteristics e.g. name, address, contact details, age, sex, date of birth, physical description and any identifier issued by a public body, e.g. National Insurance number or social security number)
- ✓ **Education and training details** (any information which relates to the education and any professional training of the data subject e.g. academic records, qualifications, skills, training records, professional expertise, and student and pupil records)
- ✓ **Family, lifestyle and social circumstances** (any information relating to the family of the Data subject and the data subject's lifestyle and social circumstances e.g. current marriage and partnerships and marital history, details of family and other household members, habits, housing, travel details, leisure activities and membership of charitable or voluntary organisations)
- ✓ **Employment details** (any information relating to the employment of the data subject e.g. employment and career history, recruitment and termination details, attendance records, health and safety records,

performance appraisals, training records and security records) and pension information)

- ✓ **Financial details** (any information relating to the financial affairs of the data subject e.g. income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details and pension information)
- ✓ **Goods and services provided** (any information relating to goods and services that have been provided e.g. goods or services supplied, licences issued, agreements and contracts)
- ✓ **Special categories of personal data** (racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a data subject, data concerning health or data concerning a data subject's sex life or sexual orientation)
- ✓ **Criminal data** (criminal convictions and offences or related security measures, including personal data relating to: (a) the alleged commission of offences by the individual (b) proceedings for an offence committed or alleged to have been committed by the individual or the disposal of such proceedings, including sentencing)
- ✓ Others: .....

#### Categories of data subjects:

Any or all of the following depending on the Purposes:

- ✓ Staff including volunteers, agents, temporary and casual workers of yours
- ✓ Customers/clients (who are individuals or sole traders) of yours
- ✓ Suppliers (sole traders) of yours
- ✓ Contact persons of corporate entities (e.g. at suppliers or customers, where supplier is not a sole trader or customer is not an individual) of yours
- ✓ Members or supporters (e.g. shareholders) of yours
- ✓ Complainants, correspondents and enquirers of yours
- ✓ Relatives, guardians and associates (of data subjects) of your staff
- ✓ Advisers, consultants and other professional experts or legal representatives (individuals/sole traders) of yours
- ✓ Partners, resellers (individuals/sole traders) of yours
- ✓ Donors, supporters (individuals/sole traders) of yours
- ✓ Students if input by you
- ✓ Offenders and suspected offenders if input by you
- ✓ Landlords/tenants of yours
- ✓ Users of the Services not included in the above
- ✓ Others: .....

#### Controller's obligations and rights:

The obligations in paragraph 2.2 and paragraph 7. The rights to enforce the data processing terms in paragraphs 3, 4, 5 and 6 against us as your processor.



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### EXHIBIT B

Reference to the term “Sage” in this Agreement means the Sage Group plc entity as indicated in the table below:

	<b>Sage Entity and Address</b>	<b>Governing Law</b>	<b>Court of Jurisdiction</b>
If you contracted with Sage in the United Kingdom (including where your company, business or organization is based in the Republic of Ireland) for the Use of the Program, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage (UK) Limited, registered company number 1045967, with a registered office address at North Park, Newcastle upon Tyne, NE13 9AA.	English law	English.
If you contracted with Sage in the United States or your company, business or organization is based in Argentina, Caribbean (except French Caribbean), Chile, Columbia, Cuba, Ecuador, Guatemala, Mexico, Panama, Peru, Puerto Rico or Uruguay, for the Use of the Program, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage Software, Inc., a Virginia corporation located at 271 17 <sup>th</sup> Street, Suite 1100, Atlanta, Georgia 30363.	The laws of the State of Georgia (without reference to its conflicts of law principles) and controlling United States federal laws.	The exclusive court will be located in Gwinnett County, Georgia for state subject matter and Fulton County, Georgia for federal subject matter.
If you contracted with Sage in Canada for the Use of the Program, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage Software Canada Limited, an Ontario corporation located at 271 17 <sup>th</sup> Street, Suite 1100, Atlanta, Georgia 30363.	The laws of the Province of British Columbia.	The exclusive court will be located in Vancouver.
If you contracted with Sage in France for the Use of the Program, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage SAS, with a share capital of 6,750,000€ and registered in Paris under number 313 966 129, located at 10, rue Fructidor-75834 Paris cedex 17 Paris.	French law.	Court of Paris.
If you contracted with Sage in Germany for the Use of the Program, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage GmbH Franklinstraße 61-63, 60486 Frankfurt am Main.	German law (without reference to its conflicts of law principles and without the UNICTRAL).	Frankfurt am Main.
If you contracted with Sage in Spain for the Use of the Program, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage Spain, S.L., with registered office at Madrid, Avenida Europa, 19, 1 <sup>st</sup> floor, (28108) Alcobendas (Madrid).	Spanish law.	Madrid courts.
If you contracted with Sage in South Africa (including where your company, business, business or organization is based in any country within the Southern African Development Community) for the Use of the Program, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage South Africa (Pty) Ltd, with a street address at Sage Technology Park, 102 Western Services Road, Gallo Manor Ext. 6, Johannesburg, 2191, South Africa and a postal address at PO Box 781893, Sandton, 2146, South Africa.	South African law.	Johannesburg, South Africa.



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If you contracted with Sage in Australia (including where your company, business or organization is based in New Zealand or the Pacific Islands) for the Use of the Program, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage Business Solutions Pty Ltd (ACN 091 525 898), with a registered office address at Level 11, Zenith Tower B, 821 Pacific Highway, Chatswood NSW 2067, Australia.	Australian law.	New South Wales, Australia.
If you contracted with Sage in Portugal for the Use of the Program, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage Portugal – Software, S.A., Edifício Olympus II, Av. Dom Afonso Henriques 1462, 4450 Matosinhos, Portugal.	Portuguese law.	Porto courts.
If you contracted with Sage in Switzerland for the Use of the Program, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage Schweiz AG, Platz 10, 6039 Root D4, Switzerland.	Swiss law.	Lucerne, Switzerland.
If you contracted with Sage in Brazil for the Use of the Program, the Sage contracting entity, governing law and court of jurisdiction will be:	Sage Brasil Software S.A. Rodovia Luiz de Queiroz (SP 304), km. 127,5, city of Americana, State of São Paulo, Brasil.	Brazilian Law.	City of Americana, State of São Paulo.



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**SIGNATORY OF DULY AUTHORISED REPRESENTATIVE:**

**PLEASE USE CAPITAL LETTERS TO COMPLETE THE FOLLOWING DETAILS:**

**Signatory name:**

**Job title:**

**Full company/business name:**

**Company registered number (if applicable):**

**Company/business address:**

**Date:**