

Quickpay Software Licence Agreement

(Last updated: May 2018)



When you try to install Sage Quickpay for the first time or run a Quickpay update, the installer prompts you to read the software licence agreement.

Before you, (the "Customer"), click on the "I Agree" button at the end of this software licence agreement (the "Agreement") and install the software (the "Software"), carefully read the terms and conditions including Exhibit A contained in this Agreement. You should print off a copy of this Agreement and retain it for your records. By clicking on the "I Agree" button and installing the Software the Customer signifies its acceptance of the terms and conditions contained in this Agreement and is thereby entering into a legally binding agreement. If the Customer does not agree to be bound by the terms and conditions of this Agreement the Customer should click on the "NO" button at the end of this Agreement and should not install or use the Software. If the Customer has obtained the Software directly from Sage Hibernia Limited trading as Sage Ireland and referred to as "Sage Ireland" in this Agreement, the Customer should return the Software and its associated documentation to Sage Ireland in accordance with the returns procedure which is available on Sage Ireland's website at www.sage.ie, or by telephoning Sage Ireland directly on 353-1-642 0800. If the Software and its associated documentation was acquired from a third party, the Customer should contact the third party directly in order to return the Software in accordance with that party's refunds policy (if any).

1. LICENCE GRANT

1.1. When the Customer clicks on the "I Agree" button, Sage Ireland hereby grants the Customer, in consideration of the Customer's acceptance and continued observance of the terms of this Agreement together with the licence fees paid by the Customer for the Software, a non-assignable, non-transferable, non-exclusive licence to use the Software, on a single computer (for the single-user version), or on a single network server accessed by multiple computers (for the multi-user version), on the terms and conditions contained herein. Copyright and other intellectual property rights in the Software shall at all times remain vested in Sage Ireland and the Customer's rights in the Software shall be limited to those of a user licensed under the terms of this Agreement, such use also to be limited to the Customer's internal business purposes only.

1.2. How long your licence lasts depends on the software and why you are using it.

When you buy a licence to use our software we (or your supplier) will tell you how long you may use it for. We may tell you in person, on our website or by using a notice in our software (and this will be confirmed in any documentation we give to you). Your right to use the software will (unless the Agreement is ended as described below) be for a specified period of time following installation (for example, this may be monthly or yearly and will be subject to you paying our applicable fees). This period will reflect our current software licensing structure.

You will not be allowed to use the software after that specified period ends unless we extend your right to use the software. The way we extend your right to use the software will depend on the software you are using. We (or your supplier) will tell you how to extend your right to use the software in each case.

We also allow use of some of our software on a temporary basis to let you assess its suitability for your needs (we sometimes refer to this as a 'trial' or 'demonstration'). We (or your supplier) will tell you if you are only able to use the software in this way before you receive it. If you want to use the software after the end of the temporary period you will need to activate it using an activation key that we will provide to you (if you also agree to pay our fees). After you have activated the software all of the terms of this Agreement will continue to apply to you. If you do not activate the software, it will stop working and you should remove it in the way described under paragraph 7 below.

2. WARRANTY AND MAINTENANCE

2.1. Sage Ireland warrants that for a period of 90 days from delivery:

- 2.1.1. the physical media on which the Software is supplied will be free from defects and workmanship; and
- 2.1.2. the Software will perform substantially in accordance with the relevant user documentation.

THE WARRANTIES SET OUT IN THIS CLAUSE 2 ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE COMMON LAW OR OTHERWISE INCLUDING, WITHOUT LIMITATION, THE IMPLIED TERMS OF SATISFACTORY OR MERCHANTABILITY, FITNESS FOR PURPOSE AND DESCRIPTION WHICH ARE HEREBY SPECIFICALLY AND UNRESERVEDLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SAGE IRELAND DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF IT WILL BE UNINTERRUPTED OR ERROR FREE. SAGE IRELAND DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OF THE SOFTWARE OR THE RESULTS OF SUCH USE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NO ORAL OR WRITTEN COMMUNICATIONS BY OR ON SAGE IRELAND'S BEHALF SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SAGE IRELAND HAS GIVEN.

2.2. Prior to the end of any free trial period for the Software which may be notified to the Customer by Sage Ireland (the "Expiry Date"), Sage Ireland may (at its discretion) provide the following maintenance and support services ("Maintenance and Support") to the Customer :-

- (a) error corrections; and
- (b) product updates; and

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(c) telephone assistance.

Telephone assistance when provided will be on Mondays to Fridays from 9.00am to 5.00pm excluding Bank Holidays. Whilst Sage Ireland will use reasonable endeavours to resolve any problems the Customer experiences, Sage Ireland does not guarantee that any telephone assistance that is given will be successful in resolving problems (in whole or in part).

2.3. After the Expiry Date, annual Maintenance and Support (including the right to receive product updates) may be purchased from Sage Ireland at Sage Ireland's then current rates. The prevailing terms and conditions relating to the provision of Maintenance and Support after the Expiry Date can be found on Sage Ireland's website at www.sage.ie.

3. LIABILITY

3.1. SAGE IRELAND WILL ACCEPT LIABILITY WITHOUT LIMITATION FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF SAGE IRELAND AND SAGE IRELAND WILL FURTHER ACCEPT ALL LIABILITY IN THE TORT OF DECEIT.

3.2. SUBJECT TO CLAUSE 3.1, SAGE IRELAND SHALL NOT BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR LOSS OF PROFITS (DIRECT OR INDIRECT) LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS LOSS OF GOODWILL OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, HOWSOEVER ARISING, EVEN IF SUCH LOSS OR DAMAGE RESULTED FROM ITS NEGLIGENCE OR WAS REASONABLY FORESEEABLE OR SAGE IRELAND HAS BEEN ADVISED OF THE POSSIBILITY OF THE CUSTOMER INCURRING THE SAME.

3.3. SUBJECT TO CLAUSE 3.1, SAGE IRELAND'S TOTAL LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE RELATING TO THE SOFTWARE, THE PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF OR IN RELATION TO THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SOFTWARE.

4. COPYING OF PROPRIETARY INFORMATION

The Customer agrees not to reproduce, copy or duplicate translate, adapt, arrange or alter any part of or all of the Software and to prevent its agents, employees and representatives from copying, translating, adapting, arranging, altering or duplicating any part of or all of the Software, except for back-up, interoperability or archival purposes (in each case to the extent permitted by law), without the prior written consent of Sage Ireland. Should any portion of the Software be copied or duplicated for other reasons than back-up, interoperability or archival purposes, the Customer shall immediately notify Sage Ireland of the circumstances surrounding such event and shall assist Sage Ireland in enforcing its rights against any parties who are in violation of this Agreement.

5. INDEMNIFICATIONS

5.1. Sage Ireland shall indemnify the Customer against final judgements in favour of third parties in respect of claims by third parties based on use by the Customer of the Software alleged to infringe any copyright, patent, trade mark, trade secret, proprietary information or other intellectual property right of the third party. The Customer shall promptly notify Sage Ireland in writing on the Customer first becoming aware of any circumstances which might give rise to a claim by the Customer under this clause and if the Customer fails to give such prompt notification, the Customer's right to an indemnity from Sage Ireland shall be extinguished. The Customer shall give and procure for Sage Ireland the exclusive right to conduct negotiations and litigation on the Customer's behalf (including the right to issue, settle and defend proceedings in the Customer's name) against an indemnity by Sage Ireland for any costs which may be awarded against the Customer in connection with any claim which may give rise to a claim for an indemnity under this clause and shall assist Sage Ireland in the conduct of such negotiations and litigation as Sage Ireland may require. If the circumstances are notified to Sage Ireland as provided in this clause, Sage Ireland reserves the right at its sole option to:-

- (i) replace the Software with a compatible, functionally equivalent, and non-infringing product; or
- (ii) obtain at Sage Ireland's cost, a licence for the Customer to continue using of the Software; or
- (iii) refund the price paid by the Customer for the Software and terminate the licence.

5.2. Sage Ireland's indemnity under clause 5.1 shall not apply to any use of the Software which has been in anyway modified or adapted (otherwise than by Sage Ireland or with Sage Ireland's consent) after the Software is delivered by Sage Ireland to the Customer if the claim in question would not have arisen but for such modification or adaptation.

5.3. Clauses 5.1 and 5.2 state the entire obligation and liability of Sage Ireland and the sole remedy of the Customer with respect to any infringement or alleged infringement of any intellectual property right resulting from the use of the Software or any related materials.

6. LICENCE MANAGER TECHNOLOGY

The software also contains technology which checks specific information that is directly relevant to your use of the software and which is contained in your computer, as against our records to make sure that the software is being used as intended, in a manner to ensure legal compliance and for trouble shooting any problems. We may also use the information we collect about your usage in our development work. You agree that we may use this technology in the software. Please be aware that if your

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usage of the software is not as intended, we will contact you, and continued non-authorized usage may result in this agreement ending.

7. TERMINATION

Sage Ireland may terminate this Agreement, without refund, immediately if the Customer fails to comply with any of the provisions of this Agreement and, if capable of remedy, does not rectify such non-compliance within 30 days of Sage Ireland's written notice thereof. In such an event, the Customer shall immediately cease use of the Software and, at its own expense, remove from its computers all copies (including on-line, back-up and archival) of all the Software and return them to Sage Ireland or destroy them.

8. NON-TRANSFERABLE LICENCE

The Customer acknowledges that the Software is the sole property of Sage Ireland and agrees not to assign, sub-licence or otherwise transfer the Software in any manner from the original single computer or single network computer upon which it was initially installed for use without:-

- (i) notifying Sage Ireland promptly in writing;
- (ii) payment of any applicable upgrade charges; and
- (iii) prior written consent of Sage Ireland.

9. BINDING AGREEMENT; ENTIRE AGREEMENT

Upon acceptance of this Agreement by both parties, this Agreement shall constitute the entire Agreement between the parties and shall supersede all other oral or written agreements, representations, understandings or communications between the parties. Sage Ireland shall not be bound by additional provisions or provisions at variance herewith that may appear in the Customer's acknowledgement, purchase order, or in any other communication between the Customer and Sage Ireland. Any product updates to the Software that may be supplied by Sage Ireland will be governed by the same terms and conditions of this Agreement.

10. DATA PROTECTION

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

10.2. You warrant and represent that:

10.2.1 you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;

10.2.2 you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;

10.2.3 you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:

10.2.3.1 you to disclose the Customer Personal Data to us;

10.2.3.2 us to Process the Customer Personal Data for the purposes set out in this Agreement; and

10.2.3.3 us to disclose the Customer Personal Data to: (a) our agents, service providers and other companies within the Sage group of companies; (b) law enforcement agencies; (c) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.

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

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

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

10.5.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of the Software;

10.5.2 carry out research and development to improve our, and our Affiliates', services, products and applications;

10.5.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Sage customers;

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10.5.4 provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience, provided that Sage shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. If at any time you do not want us to use Customer Data in the manner described in this clause 10.5, please contact us at the email address set out in the Privacy Notice.

11. MODIFICATION / WAIVER

This Agreement may not be modified except by a written addendum signed by duly authorised representatives of both parties. No term or provision shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

12. ASSIGNMENT

The Customer may not assign, transfer or otherwise dispose of its rights and obligations under this Agreement without the prior written consent of Sage Ireland. This Agreement is assignable by Sage Ireland.

13. NOTICES

All notices and other communications provided for or permitted under this Agreement shall be sufficient if contained in writing and delivered by hand, or by prepaid registered mail or by facsimile transmission. All such notices or communications shall be deemed received on delivery if delivered by hand, or after 2 working days if sent by prepaid registered mail or on the following working day if sent by facsimile transmission.

14. SURVIVAL

The Customer's obligations under paragraphs 2, 3 and 4 shall survive the termination of this Agreement.

15. SEVERABILITY

If any provision of this Agreement shall be held void, unenforceable or contrary to law, such provision shall be deemed to have been excluded from this Agreement ab initio and shall not affect any other provision of this Agreement, the remainder of which shall be construed as if the excluded provision had never formed part of it.

16. HEADINGS

The headings in this Agreement are for convenience only and do not in any way affect the construction or interpretation of the clauses in the Agreement.

17. THIRD PARTY MATTERS

17.1. No third party shall have any right to enforce the terms of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

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

18. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of Ireland (excluding Northern Ireland) and the parties hereby submit to the non - exclusive jurisdiction of the Irish courts.

Sage Hibernia Limited trading as Sage Ireland, One Central Park, Leopardstown, Dublin 18.
Tel: 353-1-642 0800 Fax: 353-1-642 0899 www.sage.ie

EXHIBIT A

Data Processing Addendum

Definitions

“**Customer Data**” any data and information submitted on your behalf into the Software or collected and processed by or for you using the Software;

“**Data Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

“**Data Processor**” a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller;

“**Data Protection Laws**” means all applicable EU laws and regulations governing the use or processing of Personal Data, including (where applicable) the European Union Directive 95/46/EC (until and including 24 May 2018), the GDPR (from and including 25 May 2018) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time;

“**GDPR**” means EU General Data Protection Regulation 2016/679;

“**Personal Data**” means any information relating to an identified or identifiable natural person (“**Data Subject**”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“**Privacy Notice**” means our Privacy Notice (as updated by us from time to time) accessible via our website at www.sage.ie

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

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

1. Interpretation

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

2. Processing of Personal Data

2.1. During the term of this Agreement we warrant and represent that we:

2.1.1. shall comply with the Data Protection Laws applicable to us whilst any Personal Data is in our control;

2.1.2. when acting in the capacity of a Processor, shall only Process Personal Data:

2.1.2.1. as is necessary for the provision of the Software under this Agreement and the performance of our obligations under this Agreement; or

2.1.2.2. otherwise on your documented instructions.

3. Our Obligations

3.1 We shall:

3.1.1 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 from individuals for exercising Data Subjects’ rights; and

3.1.2 taking into account the nature of the Processing, and the information available to us, provide reasonable assistance to you in ensuring compliance with your obligations relating to:

3.1.2.1 notifications to Supervisory Authorities;

3.1.2.2 prior consultations with Supervisory Authorities;

3.1.2.3 communication of any breach to Data Subjects; and

3.1.2.4 privacy impact assessments.

4. Personnel

4.1 We shall:

4.1.1 take reasonable steps to ensure the reliability of any personnel who may have access to Personal Data;

- 4.1.2 ensure that access to the Personal Data is strictly limited to those individuals who need to know and/or access Personal Data for the purposes of this Agreement; and
- 4.1.3 ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2 If so required by Data Protection Laws, Sage shall appoint a data protection officer and make details of the same publicly available.

5. Security and Audit

5.1 We shall implement and maintain appropriate technical and organisational security measures appropriate to the risks presented by the relevant Processing activity to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage or disclosure. Such measures include, without limitation, the security measures set out in 5.3.

5.2 Subject to any existing obligations of confidentiality owed to other parties, we shall make available to you all information reasonably necessary to demonstrate compliance with the obligations set out in this Exhibit A, which may include a summary of any available third party security audit report, or shall, at your sole cost and expense (including, for the avoidance of doubt any expenses reasonably incurred by us), allow for and contribute to independent audits, including inspections, conducted by a suitably-qualified third party auditor mandated by you and approved by us.

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

- Information security policies
- Organization 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

6. Data Breach

6.1 We shall notify you if we become aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data arising from our, or our sub-processors, acts or omissions.

7. Transfer of Personal Data outside the EEA

7.1 You expressly agree that we may transfer Personal Data within the Sage group of companies on the terms of Sage's Master Data Processing and Transfer Agreements, which incorporate the European Commission's standard contractual clauses.

7.2 You acknowledge that the provision of the Software may require the Processing of Personal Data by sub-processors in countries outside the EEA. We shall not transfer Personal Data outside the EEA to a sub-processor where such transfer is not subject to: (a) an adequacy decision (in accordance with Article 45 of the GDPR); or (b) appropriate safeguards (in accordance with Article 46 of the GDPR); or (c) binding corporate rules (in accordance with Article 47 of the GDPR), without your prior written consent.

8. Return and deletion

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

9. Use of Sub-Processors

9.1 Customer agrees that Sage has general authority to engage third parties, partners, agents or service providers, including its Affiliates, to Process Personal Data on Customer's behalf in order to provide the applications, products, services and information Customer has requested or which Sage believes is of interest to Customer ("**Approved Sub-Processors**"). Sage shall not engage a sub-processor to carry out specific Processing activities which fall outside the general authority granted above without Customer's prior specific written authorisation and, where such other sub-processor is so engaged, Sage shall ensure that the same obligations set out in this Exhibit A shall be imposed on that sub-processor.

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