

Sage 200 Consolidated Terms and Conditions

May 2020



Your use of Sage 200 is subject to our standard terms and conditions. If you have purchased a subscription for Sage 200 then the Terms and Conditions in Part A apply to you. Otherwise, the terms and conditions in Part B apply to you¹.

If you don't accept the provisions as set out in Part A or Part B (as applicable) then you should not install, access or use this product in any way.

PART A – SAGE 200 SUBSCRIPTION TERMS AND CONDITIONS

Your subscription to our Solution² is subject to these Terms and Conditions and the documents we refer to (as updated by us from time to time) which form a legally binding contract between you and us (the "Agreement"). You should read this Agreement carefully in full before installing, accessing or using our Solution. You indicate that you agree to all the terms of this Agreement from the earliest date you tick a box or click on a button (or something similar) to signify your acceptance, or you install, access or use any of the Solution. If you don't accept this Agreement, you should contact us or the Sage Partner that you purchased your subscription from immediately and not install, access or use the Solution in any way.

As this is a subscription Agreement, we may update it at any time. The most recent version of this Agreement can be accessed on the Legal Pages of our Website. We will make reasonable efforts to communicate any changes to you via a notification in the Solution or by sending an email to your user address, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this Agreement as you will be deemed to accept all updates if you continue to access and use the Solution.

1. Definitions

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

"12 Month Subscription" – a subscription for the Product for a period of 12 consecutive months which shall commence with effect from the Effective Date;

"36 Month Subscription" – a subscription for the Product for a period of 36 consecutive months which shall commence with effect from the Effective Date;

"Authorised Users" – your employees, agents, contractors and advisers that are permitted to access the Solution and you assume responsibility for;

"Business Day" – any day which is not a Saturday, Sunday or Public Holiday in England for customers based in the United Kingdom or Ireland for customer based in the Republic of Ireland;

"Confidential Information" - information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 16 including without limitation Customer Data;

"Configuration Database" – an element of a Sage 200 deployment which contains a list of Authorised Users and the company databases that the Authorised Users may have access to;

"Customer Administrator" - the individual designated as the customer administrator as part of the Product sign-up who manages your use of the Solution;

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

"Data Processing Addendum" – Sage's Data Processing Addendum posted at <http://www.sage.com/dataprotectionaddendum> (or such other URL as notified to you) as amended from time to time;

"Data Retention Period" – the period of 60 days from and including the effective date of termination of this Agreement;

"Documentation" – the documentation and information made available to you by us (for example our invoices, information on our Website, technical and user guides including guidance as to minimum system requirements) or a Sage Partner from time to time which describe the Solution, Subscription Fees, payment and user instructions, but excluding marketing literature;

"Effective Date" – the date we accept your order for the On Premise Solution or the date your instance of the Online Solution is deployed in the Portal by your Sage Partner;

"Fair Usage Policy" – the fair usage policy made available to you by us or a Sage Partner from time to time;

"Group" – in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;

"Group Company" – in relation to a company any member of its Group;

"Modules" – the component modules applicable to your subscription for the Product which shall comprise of all or some of the following: Bill of Materials, Business Intelligence, Commercials, Financials, Manufacturing, Project Accounting, Sage 200 CRM, Sales, Marketing, Service, 200 Services/Extra, Excel Reporting, Microsoft Office 365 and 200 Services Migration (or such other modules as we may provide from time to time) as more particularly described in the Documentation;

"Monthly Subscription" – payment of the Subscription Fee for a 12 Month Subscription or a 36 Month Subscription on a monthly basis in accordance with clause 13.2.1;

"Microsoft Office 365" the optional additional product provided by Microsoft® that you may subscribe to from us or your Partner with Sage 200cloud Standard and 200cloud Professional subject to payment of an additional Subscription Fee;

"Price List" – our list of prices to be paid in relation to each of the Modules and components of the Online Solution;

"Privacy Notice" – means Sage's privacy notice posted on www.sage.com (or such other URL as Sage may notify to you) and which may be amended by Sage from time to time;

"Product" – the software package comprised of the Modules, Salary and Supplier Payments. Powered by Modulr, to which your subscription relates to as described in the Documentation, including any Updates or Upgrades issued by us during the term of this Agreement;

¹Part A shall apply to all new customers who purchase Sage 200 after 30/9/2019. If you are using version 9 of Sage 200 (or later versions) and are not currently on subscription then Part B shall apply, however Part A shall apply with effect from your next renewal date. If you are using version 4 - version 8 of Sage 200 then Part B shall apply until you upgrade to version 9, at which point Part A shall apply. All versions of Sage 200 referred to include their variants.

²Note: Sage 200 Standard Online was renamed as Sage 200cloud Standard with the launch of the latest version on 8 August 2017. This Agreement continues to apply to users of Sage 200 Standard Online purchased prior to this date and for new Sage 200cloud Standard and Professional customers as well as new and existing Sage 200 Extra Online customers.

“Renewal Term” – means a period of 12 consecutive months commencing with effect from the anniversary of the Effective Date and each consecutive period of 12 months thereafter during the term of this Agreement;

“Restricted Territories” means (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;

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

“Salary and Supplier Payments. Powered by Modulr” – means the optional additional product provided by Modulr FS Limited, that you may subscribe to from us, subject to the payment of an additional fee;

“Service Level Agreement” – the service level agreement for the Online Solution as amended by us from time to time and accessible via the Online Solution;

“Installation” – a deployment of one or more web applications that use a common Configuration Database;

“Solution” – the provision by us to you of the Product and Support on a subscription basis as either an Online Solution or an On Premise Solution as described in the Documentation;

“Subscription Fees” – the subscription fees payable by your Sage Partner to us (or by you to us as provided in clause 13), at the agreed intervals for the Solution (together with any Upgrades which are chargeable) as set out in the Documentation;

“Support” – the product support services package provided by us or your Sage Partner, as described in the Fair Usage Policy or in the Documentation;

“Online Solution” – the provision of the Solution and the Portal by us to you over the internet;

“On Premise Solution” – the provision of the Product on your hardware;

“Portal” – the management platform for the Online Solution referred to as Sage 200 Online Services or Sage ERP Online Services;

“User Parameters” – the restrictions on use of the Product as set out in clause 5;

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

“Upgrades” – a major revision to the Product which adds new or different functions or capabilities released by us from time to time which is either: (a) released by us free of charge, or (b) offered for purchase in the normal course of our business;

“Termination Date” – means the beginning of the calendar month following the date you, or your Sage Partner, serves notice upon us in accordance with clause 19.1;

“website” – www.sage.co.uk if you subscribe to the Solution in the United Kingdom or www.sage.ie if you subscribe to the Solution in the Republic of Ireland;

“us” “we” “our” “Sage” – Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom) if you subscribe to the Solution in the United Kingdom or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: Number One, Central Park, Dublin 18 if you subscribe to the Solution in the Republic of Ireland); and

“you” and “your” – the Customer who subscribes for the Solution.

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

2. Term and Free Trials

- 2.1. With effect from 1 July 2015 in respect of the Product known as Sage 200cloud Standard and from 1 August 2015 for all other Products (or such other dates as we may specify), new customers may subscribe to a Product on a 12 Month Subscription as specified in the Documentation and in accordance with the terms and conditions of this Agreement.
- 2.2. New customers wishing to subscribe to Sage 200cloud Standard may, on or after 21 August 2015 (or such other date as we may specify), take advantage of a free trial for Sage 200cloud Standard (such free trial not being applicable to any other Products). We will confirm the duration of any applicable free trial period in a confirmatory email following registration. If you continue to use Sage 200cloud Standard following the end of your free trial, you agree to pay the applicable Subscription Fee (plus VAT or applicable sales tax) directly to us in accordance with clause 13 below and follow such instructions as we may reasonably require regarding the provisioning and continued use of Sage 200cloud Standard. If you choose not to pay the Subscription Fee to continue to use Sage 200cloud Standard at the end of any trial period, your access to Sage 200cloud Standard as a free trial will be terminated.
- 2.3. Except for those Modules which are mandatory and provided to you automatically as part of the Product (as specified in the Documentation) or where you subscribe to Microsoft Office 365 (as set out in clause 3.7 below), you may subscribe to additional Modules at any time (where available) either via your Sage Partner or directly with us if you are subscribing to the Product known as Sage 200cloud Standard or via your Sage Partner for all other Products (provided that you have an active subscription to use the Product applicable to the Module). Save for Microsoft Office 365 or those Modules which are payable monthly or incur a one off charge as more particularly described on our website or in the Documentation, all other Modules added pursuant to this clause 2.3 shall be charged in the same way as your subscription to use your Product (for example, if you have subscribed to Sage 200cloud Standard for a 12 Month Subscription payable annually upfront, you will be charged for that Module on a pro-rated basis for the remaining term of that 12 Month Subscription. Payment for the Module shall be made either directly by you (if that Module relates to the Product known as Sage 200cloud Standard) or your Sage Partner (for those Modules which relate to any other Products) in accordance with clause 13. Subscriptions to a Module may only be ended so they co-terminate with the subscription applicable to your Product.
- 2.4. Notwithstanding clause 2.3, where you subscribe to Microsoft Office 365, your subscription will commence on the date of purchase and continue for a term of 12 months (or such other term as confirmed to you in the Documentation) (“Office 365 Subscription Term”). At the end of the Office 365 Subscription Term, your licence to use Microsoft Office 365 will automatically renew without notice unless and until terminated in accordance with this Agreement. If you terminate your subscription to Microsoft Office 365 it will not affect your Product Subscription. Please note that if you terminate your Subscription for the Product, your subscription for Microsoft Office 365 will continue for the Office 365 Subscription Term unless terminated in accordance with this Agreement.

- 2.5. If you have subscribed to a Product and any Modules prior to 1 July 2015 (or such other date as we may specify), the term of your subscription and the payment provisions for it shall remain unchanged until such time that we (or your Sage Partner) notify you otherwise in writing (as applicable) and for all other Products your Sage Partner will provide these details to you.

3. The Product

- 3.1. As part of your subscription, we grant a non-exclusive non-transferable licence to you to use the object code of the Product in accordance with this Agreement and the Documentation. You must not use or try to use the Product in any way which we have not permitted and, if you are a Sage 200cloud Standard customer, clauses 6.4, 6.6, 6.8, 6.9, 6.10, 6.11 and 6.12 of Part B below will also apply to you as applicable.
- 3.2. To activate the Product you may need to enter your Customer Account Number and Serial Number. If you are a Sage 200cloud Standard customer either we will provide the foregoing to you or otherwise your Sage Partner will provide these details to you (as applicable) and for all other Products your Sage Partner will provide these details to you following receipt of registration information from you. For Online Solution users, your Serial Number will be displayed in the Portal.
- 3.3. You agree to use the Product strictly in accordance with this Agreement. Except to the extent permitted by law, you must not:
- 3.3.1. change the Product, take it apart or permit others to do so without our permission;
 - 3.3.2. save as otherwise set out in this Agreement, copy any part of the Product or allow anyone else to do so, except this clause does not limit, however, your ability to take multiple copies of your Customer Data (which we encourage you to do); or
 - 3.3.3. use or copy (no matter how much is copied) the whole or any part of the Product or the Portal's graphical user interface, operating logic or underlying database structure for incorporation into or the development of any software or other product or technology.
- 3.4. If you use the Product outside of the UK or Republic of Ireland, you need to make sure you comply with any applicable legal and legislative requirements. You are permitted to use the Product with a mobile device, however, it is likely that you will need a further software application (commonly referred to as an "app") to do so, for which you may incur additional fees. 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 Product 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 us and it is not accompanied by terms and conditions, this Agreement will also apply to your use of the app.
- 3.5. The Product may include technology that enables us to:
- 3.5.1 ensure no more than the specified number of Authorised Users can use the Product at any one time;
 - 3.5.2 check specific information directly relevant to your use of the Product contained in your computer against our records to make sure the Product is being used in accordance with this Agreement and to troubleshoot any problems;
 - 3.5.3 collect information about how you and your Authorised Users use the functions of the features of the Product;
 - 3.5.4 gather statistical information about the operating system and environment on which the Product is installed;
- By accepting this Agreement you are giving us your informed consent to use this information for our own business purposes and in accordance with our Privacy Notice.
- 3.6. With the Product you may receive other software which is not owned by us (for example database software) or third party services (such as Windows @ Azure™). If so, you agree to comply with any licence agreement which accompanies that other software or any applicable terms and conditions of service. If there is no licence agreement with that other software, this Agreement shall apply to your use of that other software. You also agree to comply with any other requirements about using that other software which we tell you about from time to time. The owners of that other software keep all relevant rights (including copyright and other intellectual property rights) and ownership in their own software and all copies of it. We do not provide support to any third party products.
- 3.7. Microsoft Office 365
- 3.7.1 If you subscribe to the Sage 200cloud Standard or Professional Product then the Microsoft Office 365 will be available for you to purchase directly from Sage or from Sage via your Sage Partner. Your licence to use Microsoft Office 365 is between you and Microsoft® only and you must accept this (i) via a click through process as part of your installation (or similar) if you purchase Microsoft Office 365 from Sage or from Sage via your Sage Partner (ii) directly with Microsoft® or a third party authorised Microsoft® partner if you purchase other than from Sage or from Sage via a Sage Partner. In the case of a conflict between this Agreement and your licence to use Microsoft Office 365, this Agreement takes precedent in relation to your payment obligations, support and the sale of Microsoft Office 365 only.
 - 3.7.2 If you purchase Microsoft Office 365 (i) from Sage directly, then Support for the Module will be provided to you directly by Sage; (ii) from Sage via a Sage Partner, then Support for the Module will be provided by your Sage Partner and Sage may provide additional support to you at its discretion as confirmed to you in the Documentation; and (iii) where you have purchased a licence directly with Microsoft® or a third party authorised Microsoft® partner, no Support will be provided by Sage or your Sage Partner in respect of Microsoft Office 365. Sage (or your Sage Partner) may provide additional support to you help integrate the Product with your existing Microsoft Office 365 licence as separately confirmed to you in the Documentation, however where you licence Microsoft Office 365 directly with Microsoft® or through a third party authorised Microsoft® partner, you acknowledge and agree that it is your responsibility to ensure that such licences are compatible with the Product prior to purchase.
 - 3.7.3 Where you purchase Microsoft Office 365 with the Product you acknowledge and agree that Microsoft® will have access to your Customer Data and Microsoft® responsibilities and obligations in respect of your Customer Data are set out in the licence between you and Microsoft®. In addition, you grant us permission to provide Microsoft® with such data as is required for the provisioning of Microsoft Office 365 licence. We are not responsible for any disclosure, modification or deletion of such information resulting from access by Microsoft® and/or its affiliates and/or third party contractors.
 - 3.7.4 If you have previously purchased a licence directly with Microsoft® for Office 365 and wish to purchase a new licence through Sage (or Sage Partner) for the use of Microsoft Office 365 in accordance with this Agreement, you accept that your data held under your previous licence will not be available under your new licence and that you are responsible for making a back-up copy of such data prior to purchasing a new licence through Sage.
 - 3.7.5 If you purchase a licence for Microsoft Office 365 from Sage or from Sage via your Sage Partner, Sage (or your Sage Partner) will send you a link for you to install and access Microsoft Office 365. You acknowledge that you will be liable to pay the relevant Subscription

Fees for such licence to Sage (or Sage Partner as applicable) whether or not you proceed to then install and use Microsoft Office 365 until termination of such licence in accordance with this Agreement.

4. Salary and Supplier Payments. Powered by Modulr

- 4.1 Salary and Supplier Payments. Powered by Modulr. is a service that integrates with certain eligible Sage products to offer an integrated payments experience by allowing you to reconcile your payment transactions back to your Sage product. If you have chosen to use Salary and Supplier Payments. Powered by Modulr. with your Sage product, please note that this service is provided to you by Modulr FS Limited, which is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register Reference: 900573) for the issuing of electronic money.
- 4.2 You must agree to the additional terms and conditions set out at Exhibit A if you want to take advantage of Salary and Supplier Payments. Powered by Modulr. Where there is a conflict between this Agreement and the additional terms set out in Exhibit A, those additional terms set out in Exhibit A shall prevail in respect of the conflicting subject matter.

5. User Parameters

- 5.1. The Product must only be used:
- 5.1.1. for your (and, provided you have paid the relevant fees, your Group Company's) legitimate internal business purposes with your own information or the demonstration data supplied with the Product;
 - 5.1.2. for the number of Authorised Users (whether named or concurrent) as set out in the Documentation (you must not allow any other person or organisation to use the Product). You understand and agree that the number of Authorised Users may differ per Module; and
 - 5.1.3. on one Installation.
- 5.2 You can change the number of Authorised Users permitted to access a Module, or which Modules you subscribe for, at any time by contacting your Sage Partner. Changes will take effect from the date your Sage Partner processes the requested changes through the Portal or we process your request in our entitlement system following receipt of instructions from your Sage Partner. If you cancel a Module or reduce the number of Authorised Users you will not be entitled to a refund of prepaid fees (if any). If you add a Module or increase the number of Authorised Users a pro-rated charge for the current calendar month will be applied to the following calendar months invoice for the Subscription Fees.

6. The Support Services

- 6.1. As part of your subscription, if you are a Sage 200cloud Standard customer we will either provide Support to you directly or Support will be provided by your Sage Partner (as confirmed to you by Sage) and for all other Products Support will be provided by your Sage Partner in accordance with the relevant contractual arrangements between the Sage Partner and us which includes providing Updates and Upgrades at such times as we may determine in our absolute discretion.
- 6.2. We do not provide Support for problems:
- 6.2.1. caused by using the Product in any way not described in the Documentation (for example making direct changes to the Product's database); and
 - 6.2.2. which do not directly relate to the performance of the Product itself, for example problems which relate to: (a) the administration and maintenance of a computer system or network; or (b) the way in which the Product was set up by your Sage Partner.
- 6.3. At our absolute discretion, we may provide technical support for the Product in a virtualised Windows environment provided the environment is running a version of Windows that we support. It is not practical or feasible for Sage to test the Product on all virtualised platforms, however, and if you use the Product in this way you do so at your own risk. We may require issues to be reproduced in a standard (non-virtualised) environment by you or your Sage Partner and any defects relating to the running of the Product in a virtualised environment would not be addressed by us.

7. On Premise Solution - This clause only applies where you have purchased the On Premise Solution from us

- 7.1. You may let someone else (for example a managed/outsourced/hosted services provider) install the Product so that they can provide managed/outsourced/hosted services only to you using your copy of the Product, so long as: (a) you do not install it as well; and (b) the third party provider has confirmed to you in writing that it will comply with this Agreement, in particular that it will only provide and manage access to your Authorised Users and not use it for any other purpose. If you do let someone else install the Product in this way, you remain responsible to us for your and their compliance with this Agreement. You should be aware that we have not tested the Product for use other than directly by you in accordance with our operating instructions.
- 7.2. We encourage you to take back up copies of Customer Data but you should not make a back-up copy of the Product unless you have purchased a Disaster Recovery Licence from us.
- 7.3. Your subscription includes an entitlement to Updates and the Upgrades we issue free of charge from time to time and make available to Sage Partners via the Sage 200 Support Website or MySage. For those Upgrades which are chargeable, any fees for those Upgrades will be chargeable separately and will be payable to us by your Sage Partner in accordance with clause 13 below. You should discuss and agree implementation of Updates and all Upgrades with your Sage Partner. Any implementation of an Upgrade should be performed by your Sage Partner, the terms and conditions for which should be agreed separately between you and your Sage Partner.

8. Online Solution - This clause applies where you have purchased the Online Solution from us

- 8.1. The Online Solution will be provided and delivered in accordance with this Agreement and the Service Level Agreement.
- 8.2. You must use the Online Solution in accordance with the Fair Usage Policy.
- 8.3. The Subscription Fee charged for the Online Solution includes payments for fixed amounts of database storage. If you have reached your limit for database storage we will automatically increase your subscription to the next band of database storage for which you will be charged in accordance with our Price List. We will use our reasonable endeavours to notify your Customer Administrator and Sage Partner when you are reaching the limit but you should proactively review this via the Portal.
- 8.4. We may from time to time issue Updates and Upgrades which we will designate as being either optional or mandatory and make available to

you and Sage Partners via the Portal. Where a mandatory Update or Upgrade is issued we shall use our reasonable efforts to notify you of this and the timescales in which you need to apply this to the Online Solution. Where you fail to apply a mandatory Update or Upgrade within the stipulated time period, or where we need to apply a mandatory Update or Upgrade to Online Solution instances to remedy a security issue or imminent threat, we reserve the right to apply these without your prior consent or notification.

- 8.5. The Online Solution includes the provision of an automated rolling back up service as described in the Documentation. Additional back-up functionality may be made available to permit the taking of manual back-ups by you or your Sage Partner. If such functionality is made available, it may be subject to payment of an additional fee.
- 8.6. You will conform with any third party terms and conditions relating to your use of the Online Services that we advise you of, including without limitation any additional terms for Microsoft Azure which are brought to your attention.
- 8.7. Your Sage Partners will be able to access your Online Solution installation at any time through the Portal, including your Customer Data. You should separately agree with your Sage Partner any restrictions or requirements you want to impose regarding their access to your Online Solution and Customer Data.

9. Data Privacy

- 9.1 We will process all Customer Data, including your Personal Data (as defined in the Data Processing Addendum), pursuant to the Data Processing Addendum.

10. Third Party Providers

You acknowledge that you may purchase and/or otherwise obtain selected third party products and/or services which integrate with the Solution and acknowledge that the Solution may enable or assist you to submit data to, access the website content of, correspond with, and/or purchase products and/or services from third party websites and/or interfaces and that you do so solely at your own risk. We make no warranty, promise, guarantee, representation or other commitment and will have no liability or obligation whatsoever in relation to your use of any such third party products and/or services or in relation to your submission of data, content or your use of, or your correspondence with, any such third party websites and/or interfaces, any transactions you complete, or any contract you enter into, with any such third party. Any contract entered into and any transaction completed via any third party website and/or 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/or interface or purchasing and/or otherwise obtaining any third party products and/or services. We do not endorse or approve any third party products and/or services, website and/or interface, nor the content of any of the third party website and/or interface made available via the Solution. We have no obligation to provide support for any third party products and/or services and do not guarantee the initial or continuing interoperability of the Solution with any third party products and/or services.

11. Your Obligations

You agree to:

- 11.1. pay the Subscription Fee, Salary and Supplier Payments. Powered by Modulr to us or the Sage Partner when due in accordance with clause 13;
- 11.2. provide us with:
 - 11.2.1. all necessary co-operation in relation to this Agreement;
 - 11.2.2. all necessary access to such information as we may reasonably require in order to provide the Solution, including but not limited to Customer Data, security access information and configuration services; and
 - 11.2.3. without prejudice to the generality of clause 11.2.2 above, all information as we or a Sage Partner may reasonably request in connection with the Authorised Users and/or those organisations who are using or who intend to use the Product (including your business and the business of your Group Companies) to verify compliance with this Agreement.
- 11.3. comply with all applicable laws and regulations in respect of your activities under this Agreement;
- 11.4. carry out all your obligations under this Agreement in a timely and efficient manner. We will not be responsible for any delay in the provision of the Solution as a result of any third party act or omission;
- 11.5. ensure that the Authorised Users use the Solution in accordance with this Agreement and you will be responsible for any Authorised User's breach of this Agreement;
- 11.6. notify us in writing of any defect or alleged defect in the Solution within five days of the date you become aware of it; and
- 11.7. ensure that your network and systems comply with the systems requirements publicised by us from time to time.

12. Our Obligations and Guarantees

- 12.1. We warrant that the Solution will perform substantially in accordance with the Documentation (where utilised in accordance with our operating instructions) and will be provided with reasonable care and skill. This warranty only applies so long as you use the Solution in accordance with our operating instructions (for example, the Documentation).
- 12.2. We:
 - 12.2.1. do not warrant that your use of the Solution will be uninterrupted or error-free, or that the Solution, Documentation and/or the information obtained by you through the Solution will meet your requirements or produce particular outcomes or results (irrespective of whether you informed us or a Sage Partner about how you intend to use the Solution at the point of purchase); and
 - 12.2.2. are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledges that the Solution may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

13. Charges and Payment

- 13.1. Except for any and all Subscription Fees for the Product known as Sage 200cloud Standard or Microsoft Office 365 which shall either be payable directly by you to us or by your Sage Partner (as agreed with Sage on purchase of the Product) and without prejudice to clause 13.2 below, for all other Products, the Sage Partner is responsible for paying all Subscription Fees to us on your behalf. Subscription Fees may fluctuate depending on changes in the Modules you subscribe for, Authorised Users numbers, and your usage of the Solution i.e. storage

costs for Online Solution customers. Subscription Fees for the 12 Month Subscription and the 36 Month Subscription may increase upon each applicable Renewal Term in accordance with clause 13.3. For the purposes of clause 19.4.1 failure to pay the Subscription Fees when due constitutes a material breach of this Agreement.

- 13.2. Where the subscription for a Product is either a 12 Month Subscription or a 36 Month Subscription, the following payment terms shall apply (whether paid by the Sage Partner or by you):
- 13.2.1. the subscription shall be paid either: (i) as a Monthly Subscription (subject to the following restriction); or (ii) paid in full as one (1) upfront payment (being all 12 consecutive months paid upfront in full in the case of a 12 Month Subscription and all 36 consecutive months paid upfront in full in the case of a 36 Month Subscription), subject to such discounts as we may in our sole discretion apply;
 - 13.2.2. all payments shall be made in full via direct debit (whether or not such payment is made by you or your Sage Partner) unless we advise otherwise in writing; and
 - 13.2.3. any Modules added to a 12 Month Subscription or a 36 Month Subscription will be payable in the same way as the subscription selected under clause 13.2.1(i) or clause 13.2.1(ii) pro-rated for the remainder of the applicable subscription term.
 - 13.2.4. Where you subscribe to Microsoft Office 365, your subscription shall be paid as a Monthly Subscription for the duration of your Microsoft Office 365 Term (as defined above) or paid in full as one (1) upfront payment at the start of each Microsoft Office 365 Term.
- 13.3. Without prejudice to clause 13.6, we reserve the right to increase the Subscription Fees payable for the Products (including any Modules) under a 12 Month Subscription or a 36 Month Subscription upon the commencement of each Renewal Term. We will use our reasonable endeavours to give 90 days' notice in writing of the date of commencement of the Renewal Term to your Sage Partner or directly to you if you subscribe to Sage 200cloud Standard or Microsoft Office 365) and the amount by which the Subscription Fees shall increase upon the Renewal Term (if a price increase applies).
- 13.4. If we have not received payment of the applicable Subscription Fees 30 days after the date of invoice from you in respect of the Product known as Sage 200cloud Standard or Microsoft Office 365 or your Sage Partner in respect of all other Products (as applicable), or have received notification from your Sage Partner of your non-payment of the same, without prejudice to our other rights of remedies:
- 13.4.1. we may, without liability to you, disable your password, account and access to all or part of the Solution or disable certain functionality and we will be under no obligation to provide any or all of the Solution to you whilst the invoice(s) concerned remain unpaid;
 - 13.4.2. contact you directly to discuss payment of outstanding invoice(s) and transfer to another Sage Partner; and
 - 13.4.3. interest will accrue on such overdue amounts at an annual rate equal to 4% over the then current base lending rate of The Bank of England at the date the relevant invoice was issued for invoices in Pounds Sterling and 4% over the then current EURIBOR at the date the relevant invoice was issued for invoices in Euros, commencing on the date of invoice and continuing until fully paid, whether before or after judgment.
- 13.5. All amounts and fees stated or referred to in this Agreement are:
- 13.5.1. payable in pounds sterling if you subscribe to the Solution in the United Kingdom or Euros if you subscribe to the Solution in the Republic of Ireland;
 - 13.5.2. subject to clause 18.4.2, non-cancellable and non-refundable;
 - 13.5.3. exclusive of value added tax (or applicable sales tax) which will be added to our invoices at the appropriate rate.
- 13.6. Except where clause 13.3 applies, we will be entitled to increase the Subscription Fees at any time upon giving 4 calendar months prior written notice to your Sage Partner to take effect on your next payment date following the expiry of the notice period. This clause 13.6 will apply also to all Monthly Subscriptions subscribed to under clause 13.2.1 above unless that Monthly Subscription has less than 4 calendar months to run prior to its Renewal Term, in which event, any price increases will take effect upon the commencement of that Renewal Term.

14. Bank Feeds

- 14.1. If you have purchased bank feeds services in connection with the Product ("**Bank Feeds Services**"), Sage may provide the Bank Feeds Services directly or may use a third party service provider to facilitate the provision of the Bank Feeds Services. The use of the Bank Feeds Services will be subject to separate additional terms and conditions made available by Sage or its Affiliates ("**Sage Bank Feeds Services Terms**"), which will govern your use of the Bank Feeds Services. You acknowledge and agree that the Sage Bank Feeds Services Terms may be updated by Sage or its Affiliates from time to time. In the case of conflict between this Agreement and the Sage Bank Feeds Services Terms, the Sage Bank Feeds Service Terms will take precedence in relation to the Bank Feeds Services only..

15. Proprietary Rights

- 15.1. You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Solution and the Documentation. Except as expressly stated, this Agreement does not grant to you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade-marks (whether registered or unregistered), or any other rights or licences in respect of the Solution or the Documentation and any copies made by you.
- 15.2. We confirm that we have all the rights in relation to the Solution and the Documentation that are necessary to grant you the rights under and in accordance with the terms of this Agreement.
- 15.3. If the Product was provided to you on a disk (or other physical media) you own that disk or media from the date you pay your first Subscription Fee but you do not own the software and intellectual property rights recorded on that disk or media.

16. Confidentiality

- 16.1. Both parties may have access to Confidential Information from the other in order to perform obligations under this Agreement. Confidential Information will not be deemed to include information that:
- 16.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 16.1.2 was in your or our lawful possession before the disclosure;
 - 16.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 16.1.4 is independently developed by the receiving party without access to the Confidential Information and which can be shown by written evidence; or
 - 16.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

- 16.2. Both parties will hold the other's Confidential Information in confidence and, unless required by law, will not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 16.3. Both parties will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 16.4. This clause 16 will survive termination of this Agreement, however arising.

17. Indemnity

- 17.1. You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Solution, provided that:
 - 17.1.1 we give you prompt notice of any such claim;
 - 17.1.2 we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
 - 17.1.3 you are given sole authority to defend or settle the claim.
- 17.2. We will defend you, your officers, directors and employees against any claim that the Solution infringes any United Kingdom or Republic of Ireland patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and will indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
 - 17.2.1 you give us prompt notice of any such claim;
 - 17.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
 - 17.2.3 we are given sole authority to defend or settle the claim.
- 17.3. In the defence or settlement of any claim, we may procure the right for you to continue using the Solution, replace or modify the Solution so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on reasonable notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 17.4. In no event will we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
 - 17.4.1 a modification of the Solution by anyone other than us; or
 - 17.4.2 your use of the Solution in a manner contrary to the instructions given to you by us; or
 - 17.4.3 your use of the Solution after notice of the alleged or actual infringement from us or any appropriate authority.
- 17.5. The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 17.6. In the event that you wish to bring a claim or other civil proceeding arising out of or in connection with this Agreement that also involves any of your Group Companies, you represent and warrant to us that the involvement of any of your Group Companies in such a claim or proceeding shall not give rise to any increase in or multiplication of any cap placed on our liability

18. Limitation of Liability

- 18.1. This clause 18 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
 - 18.1.1 arising under or in connection with this Agreement;
 - 18.1.2 in respect of any use made by you of the Solution and Documentation or any part of them; and
 - 18.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 18.2. Except as expressly and specifically provided in this Agreement:
 - 18.2.1 you assume sole responsibility for results obtained from the use of the Solution by you, and for conclusions drawn from such use; and
 - 18.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 18.3. Nothing in this Agreement excludes our liability for death or personal injury caused by our negligence:
 - 18.3.1 fraud or fraudulent misrepresentation; or
 - 18.3.2 any other matter we cannot limit or exclude under applicable law.
- 18.4. Subject to clause 18.2 and clause 18.3:
 - 18.4.1 we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
 - 18.4.1.1 any loss of profits, loss of business, lost working time, depletion of goodwill, and/or similar losses or loss or corruption of data or information; or
 - 18.4.1.2 any special, indirect, incidental or consequential loss, costs, damages, charges or expenses however arising under this Agreement including without limitation fines or penalties levied by any relevant authority or claims from third parties; and
 - 18.4.2 our total aggregate liability in contract (including in respect of the indemnity at clause 17.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to the total Subscription Fees paid to us by you or received by us on your behalf from a Sage Partner in the 12 calendar months immediately preceding the date on which the claim arose.
- 18.5. You agree that the limitations set out in this clause 18 and restrictions in this Agreement are reasonable because they reflect the fact that:
 - 18.5.1 we cannot control how and for what purpose you use our Solution;
 - 18.5.2 we have not developed the Solution specifically for you; and
 - 18.5.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Product or provision of Support;If you believe you could experience anything that we have told you we will not be responsible for we recommend you consider obtaining insurance cover.

19. Term and Termination

- 19.1. This Agreement will, unless otherwise terminated in accordance with this Agreement or as provided in this clause 19, continue until either:
- 19.1.1 we receive written notice from your Sage Partner (or you if you subscribe directly) to terminate this Agreement or any Modules on your behalf (such notice to take effect on the Termination Date), unless that termination is in relation to a 12 Month Subscription or a 36 Month Subscription (or any Renewal Term) of Sage 200cloud Standard, Sage 200 Education or Sage 200 Extra Online in which event the provisions of clause 19.2 shall apply; or
 - 19.1.2 we serve not less than 6 calendar months written notice on you, such notice to expire at any time.
- 19.2. Each 12 Month Subscription and 36 Month Subscription shall renew automatically for a Renewal Term. In accordance with clause 13.3, we will use our reasonable endeavours to give 90 days' notice in writing of the date of commencement of each Renewal Term to your Sage Partner (or you if you subscribe directly) unless you give us 30 days' notice in writing to expire no earlier than the last day of your 12 Month Subscription or your 36 Month Subscription (or any Renewal Term (as the case may be)). You or your Sage Partner must pay all sums due to us under this Agreement up to and including the date of termination and any Subscription Fees paid in advance will not be refunded.
- 19.3. If you terminate your subscription this will automatically terminate your subscription for Salary and Supplier Payments. Powered by Modulr.
- 19.4. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement immediately without liability to the other if:
- 19.4.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 19.4.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - 19.4.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or any arrangements are made or notices are served pursuant to the Personal Insolvency Act 2012; or
 - 19.4.4 a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - 19.4.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 19.4.6 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

20. Effect of Termination

- 20.1. On termination of this Agreement for any reason:
- 20.1.1 all licences granted under this Agreement will immediately terminate and you will uninstall the Product and cease use of the Solution. If requested by us, you will return all copies of the Product and certify in writing your compliance with this clause 20;
 - 20.1.2 each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 20.1.3 subject to clause 20.3 below, we will destroy or otherwise dispose of beyond retrieval any Customer Data in our possession at the end of the Data Retention Period. If we receive a written request from you or a Sage Partner not less than seven (7) days prior to the expiry of the Data Retention Period for the extraction and delivery of the then most recent back-up of your Customer Data (where applicable), we will use reasonable commercial endeavours to deliver the back-up within 30 days of receipt of such a written request, provided that all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) are paid. You will also be required to pay all reasonable expenses incurred by us in returning or disposing of Customer Data. Following delivery of the most recent back up of your Customer Data we will then destroy or otherwise dispose of beyond retrieval any Customer Data in our possession; and
 - 20.1.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, will not be affected or prejudiced.
- 20.2. No matter how this Agreement ends, your Customer Data remains your data and you are entitled to extract it from the Product before the end of this Agreement. However, your failure to extract your Customer Data will not prevent this Agreement ending.
- 20.3. Nothing in this Agreement shall require us to return or destroy any documents and materials containing or based on the Customer Data that we are required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which we are subject, or as we may otherwise need to retain for our internal compliance or auditing procedures. The provisions of clause 16 shall continue to apply to any documents and materials retained by us pursuant to this clause 20.3.

21. Sanctions

- 21.1 You hereby confirm that:
- 21.1.1 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;
 - 21.1.2 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
 - 21.1.3 you have and shall maintain throughout the duration of this Agreement appropriate procedures and controls in place to ensure and be able to demonstrate your compliance with this clause 21.1.
- 21.2 You shall not permit Authorised Users to use or access the Solution in violation of any export restrictions in any jurisdictions or any sanctions law or regulation or in any Restricted Territories. Such use and / or access is not permitted by Sage and shall constitute a material breach of this Agreement, and where Sage is aware of or suspects you (or any of your Authorised Users) to be using, accessing, permitting or otherwise facilitating such use or access in any Restricted Territory in breach of such laws or regulations, Sage may immediately suspend use of the

Solution to the extent that Sage considers necessary without prior notice, and Sage shall promptly notify you of such suspension and investigate any potential breach.

- 21.3 You will promptly notify Sage 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 clause 21.
- 21.4 In the event that Sage has grounds to suspect you (or any of your Authorised Users) are using and / or accessing the Solution in violation of this clause 21, you shall provide Sage with full cooperation and assistance in respect of your use or access of the Solution and of your compliance with this clause 21.
- 21.5 You shall indemnify and keep indemnified Sage against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Sage or any Sage Affiliate as a result of your (or your Authorised Users) breach of this clause 21.

22 General Terms

- 22.1 If you have purchased a licence which allows your Group Companies to use the Product, you will ensure that those Group Companies are notified of and understand their rights and obligations in respect of the Product and you shall ensure that all your Group Companies Use the Product in accordance with the terms of this Agreement. You understand and agree that any act or omission of your Group Companies shall be deemed to be your act or omission and that you shall have in place appropriate measures including, but not limited to, organisational and technical measures to ensure that your Group Companies are aware of any comply with the terms of this Agreement. If you become aware of any breach of the provisions of this Agreement by you or your Group Companies you must notify us immediately in writing of the breach and you must, at your own cost, take any corrective action as directed by us.
- 22.2 Save as provided in clause 17.2.1, any notice required to be given under this Agreement will be sent by email to us at reseller.services@sage.com or to you at the email address you provide to us at the point of registration for the Customer Administrator, or such other email address as either party provides during the term of this Agreement. Notices will be deemed to have been received on successful transmission of such emails.
- 22.3 We will not be liable to you for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond our reasonable control, provided that if any period of failure or delay continues for more than 60 days you will be entitled to terminate this Agreement by notice in writing to us.
- 22.4 If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 22.5 Any failure by us to enforce any of the terms of this Agreement will not be construed as a waiver of our rights and remedies which are cumulative and are not exclusive of any rights and remedies provided by law.
- 22.6 This Agreement and all up to date Documentation constitute the entire agreement between you and us relating to the Solution, and replaces all documents, information and other communications (whether spoken or written) between us on this subject. We both acknowledge and agree that in entering into this Agreement neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 22.7 This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part (including any free trial)) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this Agreement at any time without your consent.
- 22.8 Nothing in this Agreement is intended to or will operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 22.9 Sage Partners are independent of us and not appointed or authorised by us as our employee, agent or subcontractor. These businesses have no authority (either explicit or implied) to enter into contract or grant any licence or provide any representation, warranty, condition or guarantee with or to you on our behalf, or otherwise commit us to any obligations. We are not responsible for any modifications or mergers made to the Product by any Sage Partners or any third parties and we are not obliged to provide Support for such.
- 22.10 As we are part of a group of companies, our parent company The Sage Group plc may enforce the terms of this Agreement. Otherwise, a person who is not a party to this Agreement has no right to enforce any term of it. This means that only us, you and The Sage Group plc can enforce the rights set out in this Agreement.
- 22.11 If you subscribe to the Solution in the United Kingdom, this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and we both agree that the English courts will be the only courts that can decide on legal disputes or claims about this Agreement. If you subscribe to the Solution in the Republic of Ireland, this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of Ireland and we both agree that the Irish courts will be the only courts that can decide on legal disputes or claims about this Agreement.

PART B – SAGE 200 TERMS AND CONDITIONS FOR ON PREMISE FIXED TERM INSTALLATIONS

Your use of our Solution¹ is subject to these Terms and Conditions and the documents we refer to (as updated by us from time to time) which form a legally binding contract between you and us (the "Agreement"). You should read this Agreement carefully in full before installing, accessing or using our Solution.

You indicate that you agree to all the terms of this Agreement from the earliest date you: tick a box or click on a button (or something similar) to signify your acceptance within the Product; email your Sage Partner to confirm your acceptance; pay the Fees to your Sage Partner; or, access or use the Solution.

We may update this Agreement at any time and the most recent version can be accessed on the Legal pages of our Website. At the end of any Fixed Term Period you should read the latest version of this Agreement which can be accessed on the Legal Pages of our Website or provided via your Sage

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Partner. You will be deemed to accept all updates and changes to this Agreement from and including your Renewal Date by: continuing to access or use the Solution after termination of your current Fixed Term Period; paying the Fee for a further Fixed Term Period; or, by keeping the Product installed for longer than seven days after your Renewal Date. Where you have purchased a perpetual licence we will make reasonable efforts to communicate any changes to you via a notification in the Product or by email to your user address, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this Agreement as you will be deemed to accept all updates if you continue to access and use the Product.

If you don't accept this Agreement, you should immediately contact the Sage Partner from whom you purchased the Solution. You should not access or use the Solution (or any part of it) in any way and permanently delete the Product from all computers it has been installed on as soon as possible and in any event within seven days of initial installation or your Renewal Date. Once you have notified your Sage Partner that you do not accept this Agreement, we or they may need to verify that you have permanently deleted it and we or they will contact you to discuss this.

1 Definitions

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

"Authorised Users" – your employees, agents, contractors and advisers that are permitted to access the Solution and you assume responsibility for;

"Confidential Information" - information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 14 including without limitation Customer Data;

"Configuration Database" – an element of a Sage 200 deployment which contains a list of Authorised Users and the company databases that the Authorised Users may have access to;

"Customer Administrator"- the individual designated as the customer administrator as part of the Product sign-up who manages your use of the Solution;

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

"Data Processing Addendum" – Sage's Data Processing Addendum posted at <http://www.sage.com/dataprotectionaddendum> (or such other URL as notified to you) as amended from time to time;

"Data Retention Period" – the period of 60 days from and including the effective date of termination of this Agreement;

"Documentation" – the documentation and information made available to you by us (for example our invoices, service or product brochures, information on our Website, technical and user guides including guidance as to minimum system requirements) or a Sage Partner from time to time which describe the Solution, Fees, payment and user instructions, but excluding marketing and sales literature;

"Effective Date" – the date we accept your order for the Solution;

"Fair Usage Policy" – the fair usage policy made available to you by us or a Sage Partner from time to time;

"Fees" – the fees payable by your Sage Partner to us (or by you to us as provided in clause 11), at the agreed intervals for the Solution as set out in the Documentation together with the Read Only Licence Fee;

"Fixed Term Period" – in respect of a fixed term licence, 12 calendar months or 36 calendar months (as confirmed in the Documentation) from and including the Effective Date or any Renewal Date;

"Group" – in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;

"Group Company" – in relation to a company any member of its Group;

"Installation" – a deployment of one or more web applications that use a common Configuration Database;

"Licence Period" the length of time for which you may use the Solution, from and including the Effective Date, which shall be in the case of fixed term licence, the Fixed Term Period and in the case of a perpetual licence, the period of 15 years.

"Microsoft Office 365" means the optional additional product provided by Microsoft® that you may subscribe to from us or your Partner with Sage 200cloud Professional subject to payment of an additional Fee;

"Modules" – the component Product modules you purchase as described in the Documentation;

"Privacy Notice" – means Sage's privacy notice posted on www.sage.com (or such other URL as Sage may notify to you) and which may be amended by Sage from time to time;

"Product" – the Sage 200 software package comprised of the Modules, Salary and Supplier Payments. Powered by Modulr as described in the Documentation, including any Updates or Upgrades issued by us during the term of this Agreement (where applicable);

"Read Only Licence" – the read only licence which you may subscribe to upon the termination of this Agreement in accordance with clause 4.3 below;

"Read Only Licence Fees" – the licence fees specified by us from time to time which you must pay in order to acquire a Read Only Licence.

¹Note: Sage 200 Extra was renamed as Sage 200cloud Professional with the launch of the latest version on 8 August 2017. This Agreement continues to apply to users of Sage 200 Extra purchased prior to this date and for new Sage 200cloud Professional customers

"Renewal Date" – in respect of a fixed term licence, the date 13 calendar months from and including the Effective Date (or such later time period where you purchase the Solution for an initial fixed term period that is longer than 12 calendar months) and each subsequent annual anniversary of this date;

"Restricted Territories" means (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;

"Salary and Supplier Payments. Powered by Modulr" – means the optional additional product provided by Modulr FS Limited, that you may subscribe to from us, subject to the payment of an additional Subscription Fee;

"Sage Partner" – any accredited partner or Sage approved reseller, distributor or dealer from whom you may purchase the Solution;

"Services" – the value added services support package provided by us (where applicable), as described in the Documentation;

"Solution" the provision by us to you of the Product and Services;

"Support" – the product support services package provided by us or your Sage Partner, as described in the Fair Usage Policy or in the Documentation;

"Termination Date" means the beginning of the calendar month following the date you, or your Sage Partner, serves notice upon us in accordance with Clause 17.1;

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“**Updates**” – a permanent fix to a known problem in the Product or due to a change to legislation released by us from time to time;
“**Upgrades**” – a major revision to the Product which adds new or different functions or capabilities released by us from time to time which is either: (a) released by us free of charge, or (b) offered for purchase in the normal course of our business;
“**us**” “**we**” “**our**” “**Sage**” – Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom) if you use the Solution in the United Kingdom or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: Number One, Central Park, Dublin 18) if you use the Solution in the Republic of Ireland;
“**Website**” – www.sage.co.uk if you purchase the Solution in the United Kingdom or www.sage.ie if you purchase the Solution in the Republic of Ireland; and
“**you**” and “**your**” – the customer who purchases the Solution.

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

2. The Product

- 2.1 We grant a non-exclusive non-transferable licence to you to use the object code of the Product in accordance with this Agreement and the Documentation. You must not use or try to use the Product in any way which we have not permitted.
- 2.2 To activate the Product initially and on each Renewal Date (where applicable) you may need to enter an activation code and/or your Customer Account Number and Serial Number. Your Sage Partner will provide these details to you following receipt of a signed copy of your registration information. You acknowledge and agree that your Sage Partner may transfer this information to us and we will use it in accordance with clause 6 of this Agreement.
- 2.3 You agree to use the Product strictly in accordance with this Agreement. Except to the extent permitted by law, you must not:
 - 2.3.1 change the Product, take it apart or permit others to do so without our permission;
 - 2.3.2 save as otherwise set out in this Agreement, copy any part of the Product or allow anyone else to do so, except this clause does not limit, however, your ability to take multiple copies of your Customer Data (which we encourage you to do) or to take a back-up copy of the software for security purposes. If you require a copy of the Product for back-up or disaster recovery purposes you must acquire a separate disaster recovery licence from us; or
 - 2.3.3 use or copy (no matter how much is copied) the whole or any part of the Product, operating logic or underlying database structure for incorporation into or the development of any software or other product or technology.
- 2.4 If you use the Product outside of the UK or Republic of Ireland, you need to make sure you comply with any applicable legal and legislative requirements.
- 2.5 You are permitted to use the Product with a mobile device, however, it is likely that you will need a further software application (commonly referred to as an “app”) to do so, for which you may incur additional fees. 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 Product 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 us and it is not accompanied by terms and conditions, this Agreement will also apply to your use of the app.
- 2.6 The Product may include technology that enables us to:
 - 2.6.1 ensure no more than the specified number of Authorised Users can use the Product at any one time;
 - 2.6.2 check specific information directly relevant to your use of the Product contained in your computer against our records to make sure the Product is being used in accordance with this Agreement and to troubleshoot any problems;
 - 2.6.3 collect information about how you and your Authorised Users use the functions or the features of the Product;
 - 2.6.4 gather statistical information about the operating system and environment on which the Product is installed;By accepting this Agreement you are giving us your informed consent to use this information for our own business purposes and in accordance with our Privacy Notice.
- 2.7 With the Product you may receive other software which is not owned by us (for example database software) or third party services. If so, you agree to comply with any licence agreement which accompanies that other software or any applicable terms and conditions of service. If there is no licence agreement with that other software, this Agreement shall apply to your use of that other software. You also agree to comply with any other requirements about using that other software which we tell you about from time to time. The owners of that other software keep all relevant rights (including copyright and other intellectual property rights) and ownership in their own software and all copies of it.
- 2.8 You may let someone else (for example a managed/outsourced/hosted services provider) install the Product (excluding any third party products or services covered under clause 2.7) so that they can provide managed/outsourced/hosted services only to you using your copy of the Product, so long as: (a) you do not install it as well, and (b) they have confirmed to you in writing that they will comply with this Agreement, in particular that they will only provide and manage access to your own users as described in clause 4.1 and not use it for any other purpose. If you do let someone else install the Software in this way, you remain responsible to us for your and their compliance with this Agreement and you must, at your own cost, take any corrective action as directed by us. You should be aware that we have not tested the Software (and any related materials) for use other than directly by you in accordance with our operating instructions.
- 2.9 Save as set out in clause 2.8, you must not allow anyone else to use, access, distribute or exploit the Product in any way. For example you may not use the Product to provide services to others (sometimes called bureau services) or to permit anyone else other than your Authorised Users to have remote access to the Product (sometimes called hosted or ASP services).
- 2.10 Microsoft Office 365
 - 2.10.1 If you subscribe to the Sage 200cloud Professional Product then the Microsoft Office 365 will be available for you to purchase directly from Sage or from Sage via your Sage Partner. Your licence to use Microsoft Office 365 is between you and Microsoft® only and you must accept this (i) via a click through process as part of your installation (or similar) if you purchase Microsoft Office 365 from Sage or from Sage via your Sage Partner (ii) directly with Microsoft® or a third party authorised Microsoft® partner if you purchase other than

from Sage or from Sage via a Sage Partner. In the case of a conflict between this Agreement and your licence to use Microsoft Office 365, this Agreement takes precedent in relation to your payment obligations, support and the sale of Microsoft Office 365 only.

- 2.10.2 If you purchase Microsoft Office 365 (i) from Sage directly, then Support for the Module will be provided to you directly by Sage; (ii) from Sage via a Sage Partner, then Support for the Module will be provided by your Sage Partner and Sage may provide additional support to you at its discretion as confirmed to you in the Documentation; and (iii) where you have purchased a licence directly with Microsoft® or a third party authorised Microsoft® partner, no Support will be provided by Sage or your Sage Partner in respect of Microsoft Office 365. Sage may at its discretion provide additional support to you help integrate the Product with your existing Microsoft Office 365 licence as separately confirmed to you in the Documentation, however where you licence Microsoft Office 365 directly with Microsoft® or through a third party authorised Microsoft® partner, you acknowledge and agree that it is your responsibility to ensure that such licences are compatible with the Product prior to purchasing the Product.
- 2.10.3 Where you purchase Microsoft Office 365 with the Product you acknowledge and agree that Microsoft® will have access to your Customer Data and Microsoft® responsibilities and obligations in respect of your Customer Data are set out in the licence between you and Microsoft®. In addition, you grant us permission to provide Microsoft® with such data as is required for the provisioning of Microsoft Office 365 licence. We are not responsible for any disclosure, modification or deletion of such information resulting from access by Microsoft® and/or its affiliates and/or third party contractors.
- 2.10.3 If you have previously purchased a licence directly with Microsoft® for Office 365 and wish to purchase a new licence through Sage (or Sage Partner) for the use of Microsoft Office 365 in accordance with this Agreement, you accept that your data held under your previous licence will not be available under your new licence and that you are responsible for making a back-up copy of such data prior to purchasing a new licence through Sage.
- 2.10.4 If you purchase a licence for Microsoft Office 365 from Sage or from Sage via your Sage Partner, we will send you a link for you to install and access Microsoft Office 365. You acknowledge that you will be liable to pay the relevant Fees for such licence to Sage (or Sage Partner as applicable) whether or not you proceed to then install and use Microsoft Office 365 until termination of such licence in accordance with this Agreement.

3 Salary and Supplier Payments. Powered by Modulr

- 3.1 Salary and Supplier Payments. Powered by Modulr. is a service that integrates with certain eligible Sage products to offer an integrated payments experience by allowing you to reconcile your payment transactions back to your Sage product. If you have chosen to use Salary and Supplier Payments. Powered by Modulr. with your Sage product, please note that this service is provided to you by Modulr FS Limited, which is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register Reference: 900573) for the issuing of electronic money.
- 3.2 You must agree to the additional terms and conditions set out at Exhibit A if you want to take advantage of Salary and Supplier Payments. Powered by Modulr. Where there is a conflict between this Agreement and the additional terms set out in Exhibit A, those additional terms set out in Exhibit A shall prevail in respect of the conflicting subject matter..

4 User Parameters

- 4.1 The Product must only be used:
- 4.1.1 for your (and, provided you have paid the relevant fees, your Group Company's) legitimate internal business purposes with your own information or the demonstration data supplied with the Product;
 - 4.1.2 for the number of Authorised Users (whether named or concurrent) as set out in the Documentation (you must not allow any other person or organisation to use the Product). You understand and agree that the number of Authorised Users may differ per Module;
 - 4.1.3 on one computer if your licence is for a single user; and
 - 4.1.4 on one Installation, provided that you may use the Product on a network.
- 4.2 You can change the number of Authorised Users permitted to access a Module or purchase additional Modules at any time by contacting your Sage Partner. If you cancel a Module or reduce the number of Authorised Users you will not be entitled to a refund but your Fees will be reduced with effect from your next Renewal Date.
- 4.3 Read Only Licence
- 4.3.1 If you wish to use the Product on a read only basis you agree to abide at all times with the terms and conditions of the Read Only Licence as set out in this Agreement and as we may amend in writing from time to time. You also agree to pay the Read Only Licence Fee for your use of the Product under the Read Only Licence.
 - 4.3.2 The Read Only Licence is only available to you if the following apply:
 - 4.3.2.1 you no longer wish to use the Product in a live environment; and
 - 4.3.2.2 you only require use of the Product in order to view your historical data contained within the Product in a read only format.
 - 4.3.3 If you require a Read Only Licence you will (or you will procure that your Business Partner) will advise us in writing of your requirement to obtain a Read Only Licence and the date from which that Read Only Licence is required. Any Subscription Fees you have paid in advance for your use of the Product will not be refunded if you elect to take out a Read Only Licence unless we agree otherwise in writing.
 - 4.3.4 Upon the payment by you (or your Business Partner (as the case may be)) of the Read Only Licence Fee, we will confirm to you the date upon which your Read Only Licence will commence. You acknowledge and agree that you are only entitled to use the Read Only Licence if you comply in full with the terms and conditions of this clause 4.3. Any failure by you to comply with this clause 4.3 will entitle us (at our sole discretion) to: (a) terminate your Read Only Licence immediately upon notice in writing; and/or (b) charge you which you agree to pay (or you will procure your Business Partner to pay) for your use of the Product at our then current applicable fees for the period you have been in breach of the Read Only Licence. If we elect to terminate your Read Only Licence in accordance with the terms and conditions of this Agreement, you acknowledge and agree that we will not give you (or your Business Partner) a refund for any amounts you have paid in advance and you agree to pay immediately upon demand (or procure for your Business Partner to pay immediately) all amounts you owe to us by the date that this Agreement ends.

- 4.3.5 You will keep at your normal place of business detailed, accurate and up to date records and books of account showing all Subscription Fees paid under this Agreement (whether by you or your Business Partner) and your use of the Product including without limitation, complete and accurate records of your copying and disclosure of the Product and its users and produce a record of this to us on request from time to time. You also agree to notify us in writing as soon as you become aware of any unauthorised use of the Product by any person which is contrary to the Read Only Licence. You will ensure that all records and books of account are sufficient to enable us to verify your compliance with the Read Only Licence.
- 4.3.6 Without prejudice to any other rights or remedies which we may have, if we reasonably suspect that there is a breach of this clause 4.3, we (and our third party representatives) shall have the right to immediately access your premises and the computer equipment located there (including but not limited to remote access) at or on which the Product is being kept or used and take copies of any records and any other information held at your premises or on that computer equipment to verify your compliance with the Read Only Licence. You will give us all necessary assistance to the conduct of such audit which may take place during the term of this Agreement and for a period of 3 years thereafter. We will give you advance notice of any such audits, which shall take place at reasonable times.
- 4.3.7 You will indemnify and keep Sage indemnified against any and all losses, liabilities, claims, demands, costs and expenses (including legal costs and expenses and for any use of the Product which is in breach of this clause 4.3) suffered or incurred by Sage which arises out of, or in connection with any non-performance, non-compliance or other failure or breach by you of the Read Only Licence and/or this clause 4.3.

5 Technical Product Support

- 5.1 We will provide technical support on the Product to your Sage Partner in accordance with the relevant contractual arrangements between the Sage Partner and us.
- 5.2 We do not provide technical support for problems:
- 5.2.1 caused by using the Product in any way not described in the Documentation (for example making direct changes to the Product's database); and
- 5.2.2 which do not directly relate to the performance of the Product itself, for example problems which relate to: (a) the administration and maintenance of a computer system or network; or (b) the way in which the Product was set up by your Sage Partner.
- 5.3 At our absolute discretion, we may provide technical support for the Product in a virtualised Windows environment provided the environment is running a version of Windows that we support. It is not practical or feasible for us to test the Product on all virtualised platforms, however, and if you use the Product in this way you do so at your own risk. We may require issues to be reproduced in a standard (non-virtualised) environment by you or your Sage Partner and any defects relating to the running of the Product in a virtualised environment would not be addressed by us.
- 5.4 We reserve the right to discontinue the provision of support and/or maintenance of the Solution (or any version of it) at any time and to also provide to you (in substitution of the Software) replacement software which fulfils the same or similar functions.

6 The Services

- 6.1
- 6.1.1 Where you have purchased a fixed term licence, you must purchase a Service offering from us in order to continue to use the Product, which entitles you to receive such Updates and Upgrades as we may choose to release.
- 6.1.2 Where you have purchased a perpetual licence you may purchase a Service offering where agreed with us, however you will not automatically receive any Updates and Upgrades and continued use of the software without a Service offering will be at your own risk.
- 6.1.3 There are various different Service packages available and your entitlement will be set out in the Documentation. We will invoice your Sage Partner at the point of order for new customers or where you have purchased a fixed term licence, 30 days before your next Renewal Date for the Fees relating to your Service for the next Fixed Term Period.
- 6.2 Where you have purchased a fixed term licence, you can upgrade your Service package at any time provided that you will be charged (and your Sage Partner invoiced) on a pro-rated basis for the period until your next Renewal Date where you have purchased a fixed term licence or upfront where you have purchased a perpetual licence.
- 6.3 You can only downgrade your Service package on your first Renewal Date or, thereafter, after you have used the Service package level for a minimum period of 12 calendar months, and you will not be entitled to a refund of Fees paid.
- 6.4 As part of your Service package you may be granted access to services or licenses for products/additional users (provided by Sage or third parties) that are subject to separate terms and conditions (for example, the Sage Business Community or additional Web User licences) and user parameters. In the case of conflict, the terms and condition that accompany and apply to a particular service or product take precedence over these terms and conditions in relation to your use of that service or product only and you must adhere to the user parameters specified for that particular service or product offering. If your Service offering entitles you to a discount on Sage purchases through your Sage Partner, this discount cannot be used in conjunction with any special offers we are running that apply for a limited time only.
- 6.5 If your Service offering entitles you to receive access to our Report Library (previously referred to as Report of the Month) you acknowledge and agree that we are not responsible for the implementation of these reports and will not provide technical support in relation to these items. The reports are prepared on the basis of the version of the Product current at the date the report is distributed and will not be maintained by us for future versions. You may need assistance from your Sage Partner to tailor these reports for your business needs or configuration of the Product.
- 6.6 As part of your Service package you may be granted a set number of tickets to redeem against Sage report design services in any Licence Period. Depending on the complexity, or time required to produce requested reports or layouts, multiple tickets may be required by Sage in exchange for producing one report. If you fail to redeem tickets in any Licence Period they will expire and cannot be rolled-over and no cash equivalent will be offered.
- 6.7 You may be granted access to Sage Webinars or Videos as part of your Service entitlement or elect to purchase additional Sage Webinars/Videos. You acknowledge that from time to time webinars may be cancelled or that you might not be able to participate in particular webinars (for example if capacity for a webinar has been reached). Webinars and videos rely on Internet connectivity so we cannot guarantee that access will be uninterrupted and, accordingly, you agree that we won't be responsible if you are unable to participate in a webinar for any reason. Any advice or guidance we give in webinars and videos will be generic and based on the standard version of our Product.

- 6.8 You will be granted access to the Sage Ideas Hub as part of your Service entitlement. We will monitor content of this Hub and can moderate or remove any content at our discretion. Any suggestions submitted to the Ideas Hub may be investigated and adopted by Sage but we are not obliged in any way to do so. You should only submit your own original ideas and suggestions and you waive absolutely any moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to your ideas and suggestions and, so far as legally possible, a broadly equivalent rights you may have in any territory of the world.
- 6.9 If you access our business advice service which includes HR Advice and/or Health and Safety Advice services as part of your Service entitlement, the following additional terms and conditions apply:
- 6.9.1 We will provide you with the relevant access to the section of our Website which contains information and documents about human resources, health and safety and other issues we may notify you of which are relevant to your business ("*business information*").
- 6.9.2 You must only use the business information for your legitimate business purposes. You can see and download the business information and make any copies you reasonably need for your employees who may need to have the business information to do their work for you. However, you must not remove or alter any copyright, notices, trademarks or other notices we may put on the business information.
- 6.9.3 You must not use business information in any way other than as set out in this Agreement and the Documentation, or as allowed by us in writing. In particular, you must not sell, rent out, distribute, publish, display or alter the business information or create documents from any business information, our Website or any other materials you receive from us, or use business information or business advice for any illegal purpose.
- 6.9.4 The business information is prepared and updated in line with relevant laws and best practice in England and Wales, Scotland and Northern Ireland. It is only suitable for use in those countries. However, business information cannot take account of all circumstances, and so cannot provide specific advice (such as how a particular event will affect your legal position). We recommend that you either get your own legal advice if you have any questions about an issue set out in business information or subscribe to the business advice helpline.
- 6.9.5 If you sign and use any document forming part of the business information without first carrying out the steps at 5.8.4 above, you do so entirely at your own risk. If you are re-using any document you have previously used, you should check our Website to see if that document or any related material has been updated.
- 6.9.6 When preparing and updating our business information we will do everything reasonably possible to make sure it is correct and up to date.
- 6.9.7 If you cancel your Service package at any time only the business information given prior to cancellation can be subject to our guarantees.
- 6.10 You may be invited to events as part of your Service package at our premises or third party locations. You are responsible for all travel and incidental costs incurred by you to attend such events and must adhere to our instructions regarding attendance including without limitation health and safety and security instructions. We reserve the right to restrict entry to events or ask individuals to leave if we deem such action necessary for the benefit of other attendees.
- 6.11 We may change the benefits available in Service packages at our discretion on reasonable notice provided that if this includes the removal of services that are material to a Service package you may terminate your use of a package on 30 days written notice and will be entitled to a pro-rated refund of any prepaid fees.

7 Data Privacy

- 7.1 We will process all Customer Data, including your Personal Data (as defined in the Data Processing Addendum), pursuant to the Data Processing Addendum.

8 Third Party Providers

- 8.1 You acknowledge that you may purchase and/or otherwise obtain selected third party products and/or services which integrate with the Solution and acknowledge that the Solution may enable or assist you to submit data to, access the website content of, correspond with, and/or purchase products and/or services from third party websites and/or interfaces and that you do so solely at your own risk. We make no warranty, promise, guarantee, representation or other commitment and will have no liability or obligation whatsoever in relation to your use of any such third party products and/or services or in relation to your submission of data, content or your use of, or your correspondence with, any such third party websites and/or interfaces, any transactions you complete, or any contract you enter into, with any such third party. Any contract entered into and any transaction completed via any third party website and/or 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/or interface or purchasing and/or otherwise obtaining any third party products and/or services. We do not endorse or approve any third party products and/or services, website and/or interface, nor the content of any of the third party website and/or interface made available via the Solution. We have no obligation to provide support for any third party products and/or services and do not guarantee the initial or continuing interoperability of the Solution with any third party products and/or services.

9 Your Obligations

You agree to:

- 9.1 pay the Fee to us or the Sage Partner when due in accordance with clause 11;
- 9.2 provide us with:
- 9.2.1 all necessary co-operation in relation to this Agreement;
- 9.2.2 all necessary access to such information as we may reasonably require in order to provide the Solution, including but not limited to Customer Data, security access information and configuration services; and
- 9.2.3 without prejudice to the generality of clause 9.2.2 above, all information as we or a Sage Partner may reasonably request in connection with the Authorised Users and/or those organisations who are using or who intend to use the Product (including your business and the business of your Group Companies) to verify compliance with this Agreement;
- 9.3 comply with all applicable laws and regulations in respect of your activities under this Agreement;
- 9.4 carry out all your obligations under this Agreement in a timely and efficient manner. We will not be responsible for any delay in the provision of

- the Solution as a result of any third party act or omission;
- 9.5 ensure that the Authorised Users use the Solution in accordance with this Agreement and you will be responsible for any Authorised User's breach of this Agreement;
- 9.6 notify us in writing of any defect or alleged defect in the Solution within five days of the date you become aware of it; and
- 9.7 ensure that your network and systems comply with the systems requirements publicised by us from time to time.

10 Our Obligations and Guarantees

- 10.1 We warrant that:
- 10.1.1 where you have purchased a perpetual licence, for 45 days from the Effective Date, the Solution will perform substantially in accordance with the Documentation (where utilised in accordance with our operating instructions) and will be provided with reasonable care and skill. This warranty only applies so long as you use the Solution in accordance with our operating instructions (for example, the Documentation). If you notify us in writing within that timeframe, that the Solution does not perform substantially in accordance with the Documentation and this non-performance is material to your use of the Solution, we will try to replicate and verify that non-performance. If we are able to replicate and verify it, we will in our sole discretion either issue an Update or Upgrade to correct the situation, or (if we do not issue Replacement Software), refund you the Fee you paid for the Solution and this Agreement will automatically terminate with immediate effect.
- 10.1.2 where you have purchased a fixed term licence, the Solution will perform substantially in accordance with the Documentation (where utilised in accordance with our operating instructions) and will be provided with reasonable care and skill. This warranty only applies so long as you use the Solution in accordance with our operating instructions (for example, the Documentation). If you notify us in writing, that the Solution does not perform substantially in accordance with the Documentation and this non-performance is material to your use of the Solution, we will try to replicate and verify that non-performance. If we are able to replicate and verify it, we will in our sole discretion either issue an Update or Upgrade to correct the situation, or (if we do not issue Replacement Software), refund you the Fee you paid for the year in which you first notified us of the non-performance, in which case this Agreement will automatically terminate with immediate effect.
- 10.2 We:
- 10.2.1 do not warrant that your use of the Solution will be uninterrupted or error-free, or that the Solution, Documentation and/or the information obtained by you through the Solution will meet your requirements or produce particular outcomes or results (irrespective of whether you informed us or a Sage Partner about how you intend to use the Solution at the point of purchase); and
- 10.2.2 are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledges that the Solution may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

11 Charges and Payment

- 11.1 The Sage Partner is responsible for paying all Fees to us on your behalf (other than Fees for Microsoft Office 365 which may be paid by you or your Sage Partner). Fees may fluctuate depending on changes in the Modules you select, Authorised Users numbers, and your usage of the Solution. For the purposes of clause 17.5.1, failure to pay the Fees when due constitutes a material breach of this Agreement.
- 11.2 If we have not received payment of the applicable Fees 30 days after the date of invoice from Sage or your Sage Partner, without prejudice to our other rights of remedies:
- 11.2.1 we may, without liability to you, disable your password, account and access to all or part of the Solution or disable certain functionality and we will be under no obligation to provide any or all of the Solution to you whilst the invoice(s) concerned remain unpaid;
- 11.2.2 contact you directly to discuss payment of outstanding invoice(s) and transfer to another Sage Partner; and
- 11.2.3 interest will accrue on such overdue amounts at an annual rate equal to 4% over the then current base lending rate of The Bank of England at the date the relevant invoice was issued for invoices in Pounds Sterling and 4% over the then current EURIBOR at the date the relevant invoice was issued for invoices in Euros, commencing on the date of invoice and continuing until fully paid, whether before or after judgment.
- 11.3 All amounts and fees stated or referred to in this Agreement are:
- 11.3.1 payable in pounds sterling if you use the Solution in the United Kingdom or Euros if you use the Solution in the Republic of Ireland; and
- 11.3.2 exclusive of value added tax (or applicable sales tax) which will be added to our invoices at the appropriate rate.
- 11.4 We will be entitled to increase the Fees at any time to take effect on your next payment date on reasonable notice to your Sage Partner.

12 Bank Feeds

- 12.1 If you have purchased bank feeds services in connection with the Product ("**Bank Feeds Services**"), Sage may provide the Bank Feeds Services directly or may use a third party service provider to facilitate the provision of the Bank Feeds Services. The use of the Bank Feeds Services will be subject to separate additional terms and conditions made available by Sage or its Affiliates ("**Sage Bank Feeds Services Terms**"), which will govern your use of the Bank Feeds Services. You acknowledge and agree that the Sage Bank Feeds Services Terms may be updated by Sage or its Affiliates from time to time. In the case of conflict between this Agreement and the Sage Bank Feeds Services Terms, the Sage Bank Feeds Service Terms will take precedence in relation to the Bank Feeds Services only..

13 Proprietary Rights

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

accordance with the terms of this Agreement.

- 13.3 If the Product was provided to you on a disk (or other physical media) you own that disk or media from the date you pay your first Fee but you do not own the software and intellectual property rights recorded on that disk or media.

14 Confidentiality

- 14.1 Both parties may have access to Confidential Information from the other in order to perform obligations under this Agreement. Confidential Information will not be deemed to include information that:
- 14.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 14.1.2 was in your or our lawful possession before the disclosure;
 - 14.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 14.1.4 is independently developed by the receiving party without access to the Confidential Information and which can be shown by written evidence; or
 - 14.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 14.2 Both parties will hold the other's Confidential Information in confidence and, unless required by law, will not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 14.3 Both parties will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 14.4 This clause 14 will survive termination of this Agreement, however arising.

15 Indemnity

- 15.1 You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Solution, provided that:
- 15.1.1 we give you prompt notice of any such claim;
 - 15.1.2 we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
 - 15.1.3 you are given sole authority to defend or settle the claim.
- 15.2 We will defend you, your officers, directors and employees against any claim that the Solution infringes any United Kingdom or Republic of Ireland patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and will indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
- 15.2.1 you give us prompt notice of any such claim;
 - 15.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
 - 15.2.3 we are given sole authority to defend or settle the claim.
- 15.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Solution, replace or modify the Solution so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on reasonable notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 15.4 In no event will we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- 15.4.1 a modification of the Solution by anyone other than us; or
 - 15.4.2 your use of the Solution in a manner contrary to the instructions given to you by us; or
 - 15.4.3 your use of the Solution after notice of the alleged or actual infringement from us or any appropriate authority.
- 15.5 The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

16 Limitation of Liability

- 16.1 This clause 16 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
- 16.1.1 arising under or in connection with this Agreement;
 - 16.1.2 in respect of any use made by you of the Solution and Documentation or any part of them; and
 - 16.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 16.2 Except as expressly and specifically provided in this Agreement:
- 16.2.1 you assume sole responsibility for results obtained from the use of the Solution by you, and for conclusions drawn from such use; and
 - 16.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 16.3 Nothing in this Agreement excludes our liability for:
- 16.3.1 death or personal injury caused by our negligence;
 - 16.3.2 fraud or fraudulent misrepresentation; or
 - 16.3.3 any other matter we cannot limit or exclude under applicable law.
- 16.4 Subject to clause 16.2 and clause 16.3:
- 16.4.1 we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
 - 16.4.1.1 any loss of profits, loss of business, lost working time, depletion of goodwill, and/or similar losses or loss or corruption of data or information; or
 - 16.4.1.2 any special, indirect, incidental or consequential loss, costs, damages, charges or expenses however arising under this Agreement including without limitation fines or penalties levied by any relevant authority or claims from third parties; and
 - 16.4.2 our total aggregate liability in contract (including in respect of the indemnity at clause 15.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance

of this Agreement will be limited to the total Fees paid to us by you or received by us on your behalf from a Sage Partner in the 12 calendar months immediately preceding the date on which the claim arose or the Fees paid to use the Solution where you purchased a licence for a perpetual licence period.

- 16.5 You agree that the limitations set out in this clause 16 and restrictions in this Agreement are reasonable because they reflect the fact that:
- 16.5.1 we cannot control how and for what purpose you use our Solution;
 - 16.5.2 we have not developed the Solution specifically for you; and
 - 16.5.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Product or provision of Services.
- If you believe you should experience anything that we have told you we will not be responsible for we recommend you consider obtaining insurance cover.
- 16.6 In the event that you wish to bring a claim or other civil proceeding arising out of or in connection with this Agreement that also involves any of your Group Companies, you represent and warrant to us that the involvement of any of your Group Companies in such a claim or proceeding shall not give rise to any increase in or multiplication of any cap placed on our liability.

17 Term and Termination

- 17.1 Where you have purchased a fixed term licence, this Agreement will, unless otherwise terminated in accordance with this Agreement or as provided in this clause 17, continue for the Fixed Term Period and thereafter automatically renew on each Renewal Date for a further Fixed Term Period until either: in respect of Microsoft Office 365 or any other Product
- 17.1.1 we receive notice from you or your Sage Partner to terminate this Agreement on your behalf, such notice to take effect on the Termination Date; or
 - 17.1.2 we serve not less than 6 calendar months written notice on you, such notice to expire no earlier than the last day of your current Fixed Term Period.
- 17.2 Where you have purchased a perpetual licence you may use the licence for the Licence Period. You will not be allowed to use the Solution after the Licence Period ends unless we extend your right to use it. You may end this Agreement at any time by your Sage Partner serving notice in writing to us. Such termination will mean all sums owed to us become immediately due and you will not be entitled to a refund.
- 17.3 Where you subscribe to Microsoft Office 365, your subscription will commence on the date that you purchase the Module and continue for a term of 12 months (or such other term as confirmed to you in the Documentation) ("Office 365 Subscription Term"). At the end of the Office 365 Subscription Term, your licence to use Microsoft Office 365 will automatically renew without notice unless and until terminated in accordance with this Agreement.
- 17.4 If you terminate your subscription this will automatically terminate your subscription for Salary and Supplier Payments. Powered by Modulr.
- 17.5 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement immediately without liability to the other if:
- 17.5.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 17.5.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - 17.5.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or any arrangements are made or notices are served pursuant to the Personal Insolvency Act 2012; or
 - 17.5.4 a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - 17.5.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 17.5.6 the other party ceases to trade or ceases to exist; or
 - 17.5.7 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

18 Effect of Termination

- 18.1.1 Subject always to any Read Only Licence which may apply pursuant to clause 4.3 above, on termination of this Agreement for any reason: all licences granted under this Agreement will immediately terminate and you will uninstall the Product and cease use of the Solution. If requested by us, you will return all copies of the Product and certify in writing your compliance with this clause;
- 18.1.2 each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and
- 18.1.3 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, will not be affected or prejudiced.
- 18.2 No matter how this Agreement ends, your Customer Data remains your data and you are entitled to extract it from the Product before the end of this Agreement. However, your failure to extract your Customer Data will not prevent this Agreement ending.
- 18.3 Nothing in this Agreement shall require us to return or destroy any documents and materials containing or based on the Customer Data that we are required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which we are subject, or as we may otherwise need to retain for our internal compliance or auditing procedures. The provisions of clause 14 shall continue to apply to any documents and materials retained by us pursuant to this clause 18.3.

19 Sanctions

- 19.1 You hereby confirm that:
- 19.1.1 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;
- 19.1.2 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
- 19.1.3 you have and shall maintain throughout the duration of this Agreement appropriate procedures and controls in place to ensure and be able to demonstrate your compliance with this clause 19.1.
- 19.2 You shall not permit Authorised Users to use or access the Solution in violation of any export restrictions in any jurisdictions or any sanctions law or regulation or in any Restricted Territories. Such use and / or access is not permitted by Sage and shall constitute a material breach of this Agreement, and where Sage is aware of or suspects you (or any of your Authorised Users) to be using, accessing, permitting or otherwise facilitating such use or access in any Restricted Territory in breach of such laws or regulations, Sage may immediately suspend use of the Solution to the extent that Sage considers necessary without prior notice, and Sage shall promptly notify you of such suspension and investigate any potential breach.
- 19.3 You will promptly notify Sage 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 clause 19.
- 19.4 In the event that Sage has grounds to suspect you (or any of your Authorised Users) are using and / or accessing the Solution in violation of this clause 19, you shall provide Sage with full cooperation and assistance in respect of your use or access of the Solution and of your compliance with this clause 19.
- 19.5 You shall indemnify and keep indemnified Sage against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Sage or any Sage Affiliate as a result of your (or your Authorised Users) breach of this clause 19.

20 General Terms

- 20.1 If you have purchased a licence which allows your Group Companies to use the Product, you will ensure that those Group Companies are notified of and understand their rights and obligations in respect of the Product and you shall ensure that all your Group Companies Use the Product in accordance with the terms of this Agreement. You understand and agree that any act or omission of your Group Companies shall be deemed to be your act or omission and that you shall have in place appropriate measures including, but not limited to, organisational and technical measures to ensure that your Group Companies are aware of any comply with the terms of this Agreement. If you become aware of any breach of the provisions of this Agreement by you or your Group Companies you must notify us immediately in writing of the breach and you must, at your own cost, take any corrective action as directed by us.
- 20.2 Save as provided in clause 15.2.1, any notice required to be given under this Agreement will be sent by email to us at reseller.services@sage.com or to you at the email address you provide to us at the point of registration for the Customer Administrator, or such other email address as either party provides during the term of this Agreement. Notices will be deemed to have been received on successful transmission of such emails.
- 20.3 We will not be liable to you for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond our reasonable control, provided that if any period of failure or delay continues for more than 60 days you will be entitled to terminate this Agreement by notice in writing to us.
- 20.4 If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 20.5 Any failure by us to enforce any of the terms of this Agreement will not be construed as a waiver of our rights and remedies which are cumulative and are not exclusive of any rights and remedies provided by law.
- 20.6 This Agreement and all up to date Documentation constitute the entire agreement between you and us relating to the Solution, and replaces all documents, information and other communications (whether spoken or written) between us on this subject. We both acknowledge and agree that in entering into this Agreement neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 20.7 This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this Agreement at any time without your consent.
- 20.8 Nothing in this Agreement is intended to or will operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 20.9 Sage Partners are independent of us and not appointed or authorised by us as our employee, agent or subcontractor. These businesses have no authority (either explicit or implied) to enter into contract or grant any licence or provide any representation, warranty, condition or guarantee with or to you on our behalf, or otherwise commit us to any obligations. We are not responsible for any modifications or mergers made to the Product by any Sage Partners or any third parties and we are not obliged to provide support for such.
- 20.10 As we are part of a group of companies, our parent company The Sage Group plc may enforce the terms of this Agreement. Otherwise, a person who is not a party to this Agreement has no right to enforce any term of it. This means that only us, you and The Sage Group plc can enforce the rights set out in this Agreement.
- 20.11 If you use the Solution in the United Kingdom, this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and we both agree that the English courts will be the only courts that can decide on legal disputes or claims about this Agreement. If you use the Solution in the Republic of Ireland, this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of Ireland and we both agree that the Irish courts will be the only courts that can decide on legal disputes or claims about this Agreement.

Sage 200 Consolidated Terms and Conditions
May 2020



Exhibit A
Salary and Supplier Payments. Powered by Modulr – Terms and Conditions

Your use of Salary and Supplier Payments. Powered by Modulr is subject to the following terms and conditions.

1. Acceptance of Third Party Terms

- 1.1. Before using Salary and Supplier Payments. Powered by Modulr, you will be asked to agree to separate additional terms and conditions (“**Modulr Terms**”) which you will agree to before proceeding to use this service and such terms and conditions will govern your use of Salary and Supplier Payments. Powered by Modulr. Where there is a conflict between this Agreement and the Modulr Terms, then the Modulr Terms shall prevail in respect of the conflicting subject matter.

2. Minimum Requirements

- 2.1. In order to use Salary and Supplier Payments. Powered by Modulr, you must have an active licence (perpetual or subscription) to use supported versions of Sage 50 Accounts Essentials, Sage 50 Accounts and Sage 50 Payroll (“**Sage Eligible Product**”)
- 2.2. In addition, because Salary and Supplier Payments. Powered by Modulr is a service which integrates with your Sage Eligible Product, some features of Salary and Supplier Payments. Powered by Modulr are only accessible if you have an active licence to use certain modules of your Sage Eligible Product as notified by us from time to time. Please see our Website for more information.

3. Promotional Offers

- 3.1. We may (where advertised) offer you a period of free subscription or a number of free payment transactions or other similar promotions when you sign up to or use certain aspects of Salary and Supplier Payments. Powered by Modulr (“**Promotional Offer**”). Promotional Offers are available for the period of time and subject to the terms we advertise on our Website or in our promotional literature relating to the Promotional Offer from time to time.
- 3.2. You will be liable to and agree to pay us for any usage of Salary and Supplier Payments. Powered by Modulr outside of the terms of the Promotional Offer or in excess of any limits we impose in relation to the Promotional Offer (such as limits on the maximum number of payments you can make during the promotional period).
- 3.3. At the end of any Promotional Offer your subscription to Salary and Supplier Payments. Powered by Modulr will automatically continue on your selected payment plan and subject to standard charges unless you notify us that you wish to cancel your subscription in accordance with clause 4.
- 3.4. We reserve the right to withdraw any Promotional Offer at any time in our absolute discretion.

4. How this Agreement may end

- 4.1. We reserve the right to terminate this Agreement at any time for any reason on giving you at least 2 months’ prior written notice including by email and if we do, we will refund to you any amounts you have paid in advance for the applicable subscription period calculated from the date of termination (less any deductions of Subscription Fees or other fees that may be due to us from you).
- 4.2. Notwithstanding any other rights or remedies we have, we also reserve the right to immediately close your account and terminate this Agreement at any time by giving you written notice (including by email) if:
- 4.1.1 you fail to pay any Subscription Fees (or any other fees that may be due to us) on the due date for payment and they remain unpaid at least 7 days after we notify you to make such payment; or
- 4.1.2 you are in breach of any of the terms of this Agreement; or
- 4.1.3 you no longer subscribe to a Sage Eligible Product; or
- 4.1.4 an application is made to court or an order is made for the appointment of an administrator or an administrator is appointed in respect of your business or you become unable to pay your debts as they fall due, admit your inability to pay your debts as they fall due or become insolvent or bankrupt.
- 4.3. Where this Agreement terminates immediately and you pay fees on a monthly basis, we shall reimburse such fees as relate to the unexpired portion of the month in which this Agreement terminates.
- 4.4. You may close your account and terminate this Agreement at any time for any reason by notifying us that you wish to close your account by telephone (we may ask you to confirm your request in writing) and this Agreement will then terminate on the first Business Day of the month following the month in which we received your notice. You must immediately pay all amounts you owe to us by the date this Agreement terminates or the payment due date specified in our final invoice, whichever is later.
- 4.5. Termination does not release you from, and you shall notwithstanding termination remain liable to us for, any liability in respect of sums owing to us or from any previous liability for any act performed by us in accordance with instructions received from you.

5. How this Agreement may be varied

- 5.1. Subject to clauses 5.2 below, we reserve the right to change the terms and conditions of this Agreement at any time on giving to you at least 2 months prior written notice (including by email or a notification on our Website) of the proposed changes. If you do not agree to any changes we propose to make you must, before the proposed effective date of the changes, notify us in writing and this Agreement will then terminate immediately, without you incurring any additional charge for the termination, and the provisions of clause 4 will apply. Unless we receive such notification from you, you will be deemed to have accepted the changes.
- 5.2. We reserve the right to change the terms and conditions of this Agreement on giving less than 2 months’ prior written notice where a change is required by law or regulation. In such cases, we will give as much notice as possible prior to the change becoming effective. We also reserve the right to change the terms and conditions of this Agreement at any time without notice where a change relates to the addition of a new service or extra functionality and does not change the terms and conditions relating to existing services. In such cases, an updated version of this Agreement will be published on our Website and the change will be effective immediately.
- 5.3. We reserve the right to change the Subscription Fees (or other fees that we may charge you) at any time on giving to you at least 2 months prior written notice (including by email or a notification on our Website) of the proposed changes. If you do not agree to any changes we propose to make you must, before the proposed effective date of the changes, notify us in writing and this Agreement will then terminate immediately, without you incurring any additional charge for the termination, and the provisions of clause 4 will apply. Unless we receive such notification from you, you will be deemed to have accepted the changes.