

Sage 50 Payroll; Sage 50 Accounts; Sage Instant Payroll and Sage Instant Accounts Fixed Term Licence May 2018

This agreement describes how you are allowed to use the Software¹. If you accept this agreement you can use the Software only as described in this agreement and the applicable Documentation. Please make sure you are happy with all the terms in this agreement before you install the Software.

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 Software. If you don't accept this Agreement, you should contact us or the supplier you purchased the Software from immediately and not install, access or use the Software in any way.

If you are not satisfied with the Software, or have any other problem with it, please contact us using the details of the particular Sage business in the country where you purchased your licence to use the Software, detailed in clause 17 below.

We may update this Agreement at any time, the most recent versions 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 Software 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 Software.

1. Definitions

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

"Apps" – specific applications, such as Sage 50 Accounts Tracker and Sage 50 Accounts Mobile Sales or as specified in your Documentation, devised for use with Sage 50 Accounts v21:00 on mobile devices in accordance with the relevant Application Licence Terms;

"Application Licence Terms" – the specific terms governing the use of any App developed for Sage 50 Accounts v21:00;

"Authorised Users" – your employees, agents, contractors and advisers that are permitted to access the Software and (for whom you assume primary liability for) and you shall ensure that you take all necessary and reasonable steps to monitor their usage and ensure they do not take, maintain or use unauthorised copies of your data extractable from the Product;

"Business Day" – any day which is not a Saturday, Sunday or public holiday in the country of the Sage company you licensed the Software from;

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

"Credit Hound Express for Sage 50" means the optional additional product provided by Draycir Limited that you may subscribe to from us subject to payment of an additional fee;

"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;

"Customer Personal Data" – has the meaning set out in Clause 8.1;

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

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

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

"Documentation" – the documentation and information made available to you by us (for example our invoices, the help file in the Software and the information on our Website) or our authorised resellers from time to time which describe the Software, Modules, fees, payment and user instructions but excluding marketing literature;

"Effective Date" – the date you accept the agreement in one of the ways set out above;

"GDPR" - means EU General Data Protection Regulation 2016/679;

"Licence Period" – the length of time for which you may use the Software from and including the Effective Date and, in the case of perpetual licence periods, we mean 15 calendar years;

"Module" – packages that you may use alongside Software (as described in the Documentation) either subject to payment of an additional fee, or as otherwise agreed, on a subscription or fixed term basis; the Modules may include without limitation the following product options: Sage 50 Accounts CIS, Pensions Module (for Sage 50 Payroll or Sage Instant Payroll), and Sage 50 Accounts Foreign Trader . Some Modules are optional whilst others will be included automatically in your licence; please refer to your Documentation and our Website for details;

¹ Note: Sage Instant Accounts was renamed as Sage 50 Accounts Essentials with the launch of the latest version on 1 February 2016. This Agreement continues to apply to users of Instant Accounts purchased prior to this date and for new Sage 50 Accounts Essentials customers.

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

“Privacy Notice” – means 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;

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

“Sage Drive” – the Sage 50 Accounts technology enabler will provide functionality whereby you and other nominated persons are able to share online access to your Sage 50 Accounts data in a secure environment;

“Software” – the provision by us to you of the software as more particularly described in the Documentation;

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

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

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

“Website” – www.sage.co.uk or www.sage.ie;

“us” “we” “Sage” and “our” – Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom) if you purchase your licence to use the Software in the United Kingdom, or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: Unit 3090 Lake Drive, Citywest Business Park, Dublin 24) if you purchase your licence to use the Software in the Republic of Ireland; and

“you” and “your” – the customer authorised to use the Software.

- 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.

2. The Software

- 2.1 We grant a non-exclusive licence to you to use the object code of the Software in accordance with this agreement and the Documentation or as otherwise allowed by us in writing. You may not use the Software in any other way.
- 2.2 To use the Software you must activate it (and depending on the Software, re-activate it at the end of the licence period if you want to continue using it and pay the then current fees) by using an ‘activation code’. We or your supplier will provide this to you following receipt of registration information from you. Without this information we or your supplier will not be able to activate or re-activate your Software and you will not be able to use it.
- 2.3 We also allow use of some of our Software on a temporary basis to let you assess its suitability for your needs (we sometimes refer to this as a ‘trial’ or ‘demonstration’). We (or your supplier) will tell you if you are only able to use the Software in this way before you receive it. If you want to use the Software after the end of the temporary period you will need to activate it using an activation key that we will provide to you (if you also agree to pay our fees). After you have activated the Software all of the terms of this agreement will continue to apply to you. If you do not activate the Software, it will stop working and you should remove it in the way described above.
- 2.4 You must not:
- 2.4.1 make the Software available for anyone else to install or use in any way, or give anyone else any right (of any kind) to distribute, use or benefit from the Software in any way unless we have told you in writing that you can. For example, you may not allow anyone other than your Authorised Users to have access to the Software and you cannot provide the Software as part of a service you provide to others;
 - 2.4.2 use (or try to use) the Software in a way which we have not specifically allowed. For example, you must not try to make the Software work in a particular way if it does not usually work or has not been designed to work that way;
 - 2.4.3 use the Software to help you develop your own software;
 - 2.4.4 change the Software, take it apart, or permit others to do so without our permission. Please contact us if you want to do this. We will try to help you, and will make sure that you can change the Software or take it apart in the way the law allows you to;
 - 2.4.5 copy any part of the Software, or allow anyone else to. This clause does not limit, however, your ability to take multiple copies of your Customer Data (and we encourage you to do this).
- 2.5 If you have purchased a ‘package’ (by package we mean licences to a number of different Software titles sold by us as a single item) in addition to the other restrictions in this clause 2, you must not attempt to resell or otherwise distribute any part of the package.
- 2.6 If, evidence becomes available that allows us to consider you may have breached some part of this agreement, you give us permission to visit your premises during normal office hours to check your relevant systems and records. When we carry out this check, we will keep the disruption to your business to a minimum and you must give us any help we may reasonably need.

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- 2.7 We allow some of our Software to be used on laptops or equivalent portable computers that belong to you and which are to be used by your Authorised Users away from your premises. Unless we tell you otherwise, you will need to buy an additional licence from us (or your supplier) to allow you to do so for each user that is to use the Software in this way (in addition to normal users of the Software).
- 2.8 You are permitted to use this Software with a mobile device. It is likely that you will need a further software application (commonly referred to as an “App”) to do so, for which you may incur additional fees. When using the Software with a mobile device you must continue to adhere to this agreement and any Application Licence Terms, or as otherwise specified.
- 2.9 You acknowledge that you are fully responsible for obtaining and maintaining any third party software, services and/or hardware to enable you to access the Software via a portable, mobile or similar device.
- 2.10 The Software may include technology that enables us to:
- 2.10.1 check specific information directly relevant to your use of the Software contained in your computer against our records to make sure the Software is being used in accordance with this agreement and to troubleshoot any problems;
- 2.10.2 collect information about how you and your Authorised Users use the functions of the features of the Software; and
- 2.10.3 gather statistical information about the operating system and environment on which the Software is installed;
- By accepting this agreement you are giving us your informed consent to use this information for one of the purposes described in clause 8.1 below and in accordance with our Privacy Notice.
- 2.11 The Software may include a feature which you can enable to automatically check our website for Updates and to apply them to the Software. You can configure this feature to suit your preferences. If you use it, certain information will be collected and recorded by us from your system, such as what operating systems you utilise and the name and version number of the Software. If your supplier is making the Software available to you in the manner described under ‘Hosted service’ at clause 2.12 below, then you acknowledge that you may not receive Updates from us as the decision to update the Software is made by your supplier.
- 2.12 Hosted Software
- 2.12.1 We licence and allow certain of our authorised business partners to provide some of our software to customers using a hosting environment. By hosting environment we mean software installed on our own (or our authorised business partner’s) computers that your Authorised Users may access and use through the Internet. Where you access the Software via a hosting environment, you are responsible for maintaining your own access to the Internet to allow your Authorised Users to access the Software. You also agree that due to the nature of using software in this way there may be times when your Authorised Users are unable to access and use the Software (for example due to maintenance or circumstances beyond our control). Separate agreements may also relate to our Software where it is used in this way and your use of the Software will be subject to that separate agreement. If this agreement and any separate agreement conflict in any way, then the separate agreement will be applicable on that particular issue.
- 2.12.2 If you have purchased a licence from your supplier to access our Software using its hosting environment, then your supplier (not us) is fully responsible for your access or inability to access our Software in this way and any related services that it provides.
- 2.13 Changes in the law may affect the Software, including changes to employment, tax and national insurance laws. If the Documentation says that it ‘complies with’ any law, we mean that it meets the law in the tax year shown on the packaging of the Software or in the Documentation. If you want to make sure the Software continues to meet the applicable law, you should consider taking out a subscription to the appropriate Sage Cover service and ensure you upgrade the Software to the relevant new release for each tax year. If the Software, the Documentation or packaging states that the Software is for a previous tax year, please contact us using the details provided at clause 17 below. You may acquire information about Sage Cover from our Website. Please note that an annual contract for a Sage Cover which is bought for a Sage 50 Accounts fixed term/perpetual licence is non-transferable and will not be compatible with a subscription to use Sage 50 Accounts.
- 2.14 The Software may include a security feature which makes sure that no more than the specified number of Authorised Users can use the Software at one time. If this feature prevents you from using the Software, please contact us.
- 3. User Parameters**
- 3.1 The Software must only be used:
- 3.1.1 for your legitimate internal business purposes and with your own information or the demonstration data supplied with the Software (unless we have granted you additional rights at clause 4.7);
- 3.1.2 to process the data for the agreed number of employees as set out in the Documentation (by “employee” we mean a person you manage using the Software whether or not currently employed by you);
- 3.1.3 to process data for the specified number of companies as set out in the Documentation (by “company” we mean a single set of your own records and information containing a unique VAT or PAYE reference number); and
- 3.1.4 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). The number of Authorised Users that can use the Software will depend on the type of software licence you have bought.
- 3.2 You are responsible for ensuring you have appropriate network capability to access the Product and the security of your networks, operating systems and data within your environments.
- 3.3 If you have bought a ‘single-user’ licence, only one Authorised User can use the Software and you can only install the Software on one computer, other than where you are entitled to use Sage Drive. If you are entitled to use Sage Drive, each Sage Drive user will also be permitted to install the Software on one other device to facilitate the sharing of the Sage 50 Accounts data through Sage Drive.

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- 3.4 If you have bought a 'multi-user' licence (sometimes called a 'concurrent user licence' in the Documentation), up to the number of Authorised Users we or your supplier specifies (for example in your invoice) can use the Software at any one time.
- 3.5 If we have told you in writing that you can use the Software to provide services to others (who are not part of your business) you can do so for up to the number of users, employees and/or companies we (or your supplier) have agreed as set out in the Documentation.
- 3.6 If you want to increase the number of Authorised Users able to access the Software, companies or employees you use the Software for, then you must buy an additional licence.
- 4 Product Specific Terms**
- 4.1 Certain terms and conditions of this agreement only apply to some of our Software or specific Modules or additional products/services. You will need to check what we told you when you bought your licence (for example in the Documentation) to see if these terms apply to your use of the Software.
- 4.2 Installations and workstations
- 4.2.1 If we (or your supplier) have told you that the Software may only be used on a specified number of computers (sometimes referred to as 'installations') then you may only install and use the Software on and up to that specific number of computers and you may not transfer the Software to a different computer after it has been installed unless we agree otherwise.
- 4.2.2 Unless the Software is licensed for use on specific computers, you can transfer a copy of the Software from one computer to another one owned by you, as long as you always adhere to the terms of clauses 2, 3 and 4 of this agreement and the Documentation and permanently delete the Software from the computer it was originally installed on. You may need an 'activation code' in order to do this (see clause 2.2).
- 4.3 Networked and remote use
- 4.3.1 You can load and use the Software on a computer network (for access by your number of Authorised Users) as long as we have agreed at the outset and as long as you use the Software in accordance with this agreement. The performance of the network may affect the performance of that Software. If you use the Software on a network which is not a 'local area network': you may have problems with that Software; we may not be able to provide any technical support and the promises we give in clause 7 do not apply to your use in this way.
- 4.3.2 When we say 'local area network', we mean a network of computers which is linked by private connections. Other private networks can also allow you to access the Software if you are away from the premises where the Software is installed. This is often referred to as 'remote' access.
- 4.3.3 If when you bought your licence to use the Software, you were notified that you may allow a third party information technology service provider (such as your supplier) to load the Software on to its own computer on your behalf to enable your Authorised Users to access the Software remotely, you must not allow your third party information technology service provider or anyone else to then use the Software.
- 4.3.4 You should read all up to date Documentation we publish about using the Software which gives information about network use and about limits on using that Software remotely.
- 4.4 Online training. If your licence includes a free right to use our online training:
- 4.4.1 You must not copy or allow anyone else to copy any material which forms part of online training, or allow anyone else to use online training without our permission.
- 4.4.2 From time to time we may change the material which forms part of the online training.
- 4.5 Business information
- 4.5.1 If your licence includes a free right to use our online business information, we will give you free access to the section of our Website which contains information relevant to your business (business information) for one year from the Effective Date. Details of the business information you can get access to are given in the Documentation.
- 4.5.2 We will give you at least three months' notice if we want to change or end this free access. The notice will take effect after the end of the free period. Whilst we give you access to business information you can use that information for your business purposes. You can see and download the business information and make any copies you reasonably need for those of your employees who may need to have the business information to work for you, you must not remove or alter any copyright notices, trademarks or other notices.
- 4.5.3 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, or use business information for any illegal purpose.
- 4.5.4 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 get your own legal advice if you have any particular questions about an issue set out in business information.

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- 4.6 Access to our Website, online training and business information. We will do everything reasonably possible to make sure that the sections of the Website which contain online training and business information are free from viruses. However, we cannot guarantee this. We recommend that you use your own virus-protection software. We cannot guarantee that the Website(s) will be compatible with your browser or computer set-up, or that your access to the Website(s) will not be interrupted (this may be beyond our control). From time to time we may temporarily stop providing access to the Website, for maintenance, repairs or other reasons. If possible, we will try to make sure this happens outside normal business hours.
- 4.7 Client Manager and Accountants Dataset Manager
- 4.7.1 If you have purchased a licence to use Client Manager (which ships with Accountants Dataset Manager), your licence to use this Software must be renewed annually. Please note, Accountants Dataset cannot be installed using a trial activation key.
- 4.7.2 Your licence to use this Software entitles you to install and access all older supported versions of Client Manager and you must have a valid licence to do this. Where we stop supporting an older version of Client Manager (which you have installed using this Software or which you have already installed yourself), you may continue to access it, but we will not provide you with any support and Accountants Dataset Manager will not work with unsupported versions. Accordingly, any continued use of an unsupported version of Client Manager will be at your own risk.
- 4.7.3 Where you access previous versions of Client Manager, you must ensure that the total number of Authorised Users accessing those versions does not exceed the maximum number of Authorised Users under your licence to use the current version of Client Manager.
- 4.7.4 We reserve the right to use such licence management software as we may deem appropriate to ensure you are using Client Manager (and Accountants Dataset Manager) in accordance with the terms and conditions of this agreement. Without prejudice to any other rights or remedies which we may have, we may restrict, suspend or terminate your use of Client Manager (and Accountants Dataset Manager) for any breach, non-payment or other failure by you to comply with your obligations under this agreement.
- 4.8 If we give you an extra document which says you can use the Software in a different way, or for a different purpose to that set out in this agreement, the wording in that document overrides this agreement. Examples of the sorts of extra document include 'additional licences' and 'business partner' agreements.
- 4.9 Provision of Modules, Apps and Sage Drive
- 4.9.1 Modules, Apps and Sage Drive. Certain Modules, Apps or Sage Drive, as detailed in your Documentation, may be made available to you along with the Software. In some instances, as detailed in the Documentation, this use shall be limited for 12 months from the Effective Date (as applicable to the relevant Module). Where this is applicable to you, after the expiry of the 12 month period, you will be presented with different options to subscribe to the Module and/or Sage Drive at the then current subscription price. We will give you reasonable notice of the price to allow you to decide if you would like to subscribe to the Module and/or Sage Drive.
- 4.10 You acknowledge and agree that fixed term/perpetual licences for Sage 50 Accounts are limited to providing support to a maximum number of 10 users. If you require support for 11 or more users you will need to purchase a subscription licence to use Sage 50 Accounts.
- 4.11 Sage Payments
- 4.11.1 Sage Payments 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. Please see our website for further details. If you have chosen to use Sage Payments with your Sage product, please note that the Sage Payments service is provided to you by Sage Payments (UK) Ltd, which is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register Reference: 900180) for the issuing of electronic money. Your Sage Payments service is subject to separate terms and conditions as set out on the Sage Payments area of our website.
- 4.11.2 If you have multiple data sets in your Sage 50 product and you use Sage Payments, you may link one or more Sage data sets with your Sage Payments account provided that the data set relates to the same one legal entity or business as the Sage Payments account. You may not use a Sage Payments account to make payments on behalf of any other legal entity or business even if that entity or business is owned by or in some other way connected to you or is part of your business' group.
- 4.11.3 Please contact Sage Payments (UK) Ltd directly if you have any questions relating to your Sage Payments service.
- 4.12 Credit Hound Express for Sage 50
- 4.12.1 If you have an active contract with us for Sage Cover Extra and Sage 50 Accounts then you are eligible to subscribe for Credit Hound Express for Sage 50. If you cancel your contract for Sage Cover Extra after subscribing for Credit Hound Express for Sage 50, you will not be able to renew your licence for Credit Hound Express for Sage 50 on its renewal date.
- 4.12.2 Your licence to use Credit Hound Express for Sage 50 is between you and Draycir Limited only and you must accept this via a 'click-through' process as part of the installation of Credit Hound Express for Sage 50. In the case of conflict between this Agreement and your licence to use Credit Hound Express for Sage 50, this Agreement takes precedent in relation to your payment obligations, support and the sale of Credit Hound Express for Sage 50 only.
- 4.13 Bank Feeds

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If you have an active contract with us for Sage Cover Extra and Sage 50 Accounts then you are eligible to subscribe for bank feeds. You can import bank feeds into Sage 50 Accounts directly from your existing banking services. Sage uses a service provided by Yodlee Inc. a bank feed aggregator, to facilitate this service. Before you create a bank feed you must check that your use of this service does not breach the terms and conditions of your bank or account provider. You will need to provide your internet banking credentials to Yodlee Inc to take advantage of this service and agree the additional terms and conditions set out in Exhibit A to this agreement. In the case of conflict between this agreement and Exhibit A, Exhibit A takes precedent in relation to the bank feeds service only.

5. Third Party Providers

- 5.1 With the Software you may receive other software which we do not own (third-party software). You cannot use the third-party software by itself – you can only use it in the course of using the Software. If you do use third-party software, you agree to keep to any licence agreement provided with that third-party software. If there is no licence agreement with that third-party software, this agreement will apply to how you use that Software. You also agree to keep to any other conditions we impose on using the third-party software.
- 5.2 The owners of the third-party software keep all relevant rights in their own software and in all copies of it. In particular, if our software comes with a Microsoft® product, to the extent permitted by law, Microsoft® does not make any promises to you in respect of its software and it will not be liable to you for any damages, whether direct, indirect, incidental or consequential as a result of the use or installation of its software; and your use of the Microsoft® product is subject to the Microsoft® software licence agreement that we (or your supplier) provided to you or which Microsoft® has generally made available to users of that Microsoft® product (which forms part of this agreement).
- 5.3 Some features of the Software rely on or provide access to technology or information not provided by us (third party technology and information), including but not limited to HM Revenue & Customs or where applicable, Revenue Irish Tax & Customs website. Except where clause 13.3 applies, we are not responsible for any problem with any third-party technology and information and will not be liable for those problems. If you access any third party technology or information you also agree to the terms and conditions of the third party which relate to such access.

6. Your Obligations

You agree to:

- 6.1 pay the applicable fees when due at the times we agreed when you bought your licence to use the Software, a specific Module or Credit Hound Express for Sage 50;
- 6.2 provide us with:
- 6.2.1 all necessary co-operation in relation to this agreement; and
 - 6.2.2 all necessary access to such information as we may reasonably require in order to provide the Software, including but not limited to Customer Data, security access information and configuration services;
- 6.3 comply with all applicable laws and regulations in respect of your activities under this agreement;
- 6.4 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 Software as a result of any third party act or omission;
- 6.5 ensure that the Authorised Users use the Software in accordance with this agreement and you will be responsible for any Authorised User's breach of this agreement;
- 6.6 notify us in writing of any defect or alleged defect in the Software within five days of the date you become aware of it; and
- 6.7 ensure that your network and systems comply with the systems requirements publicised by us from time to time.

7. Our Obligations and Guarantees

- 7.1 We warrant that for 45 days from the Effective Date the Software will perform as described in the Documentation provided that you use the Software in accordance with this agreement and the Documentation. If you write to tell us within that time frame that the Software does not comply with this warranty and this affects how you can use the Software (and our checks verify this) we will either provide replacement software to correct the problem or refund to you (or your supplier) the fee you paid for the Software and this agreement will terminate with immediate effect.
- 7.2 We agree that we will use our reasonable skill and care to provide any service to you under this agreement.
- 7.3 We:
- 7.3.1 do not warrant that your use of the Software will be uninterrupted or error-free, or that the Software, Documentation and/or the information obtained by you through the Software will meet your requirements or produce particular outcomes or results (irrespective of whether you informed us or your supplier about how you intend to use the Software at the point of purchase); and
 - 7.3.2 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 acknowledge that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.4 Except where clause 13.3 applies, this agreement describes all of our guarantees relating to the Software. Unless this agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to the Software, technical support, online training or business information would automatically be included in this agreement, we will only be bound by that term, warranty or promise to the extent set by law.

8 Data Protection

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- 8.1 For the purposes of this Agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data ("**Customer Personal Data**") and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality.
- 8.2 You warrant and represent that:
- 8.2.1 you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
- 8.2.2 you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;
- 8.2.3 you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:
- 8.2.3.1 you to disclose the Customer Personal Data to us;
- 8.2.3.2 us to Process the Customer Personal Data for the purposes set out in this Agreement; and
- 8.2.3.3 us to disclose the Customer Personal Data to: (a) our agents, service providers and other companies within the Sage group of companies; (b) law enforcement agencies; (c) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.
- 8.3 To the extent that Sage Processes any Customer Personal Data, the terms of Exhibit B shall apply and the parties agree to comply with such terms.
- 8.4 Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our Privacy Notice, we shall comply with all Data Protection Laws applicable to us as Data Controller.
- 8.5 You agree that we may record, retain and use Customer Data generated and stored during your use of the Service (including Customer Personal Data, which we shall Process as Data Controller as set out in our Privacy Notice, on the basis of our legitimate business interests), in order to:
- 8.5.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of Services;
- 8.5.2 carry out research and development to improve our, and our Affiliates', services, products and applications;
- 8.5.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Sage customers;
- 8.5.4 provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience,
- provided that Sage shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. If at any time you do not want us to use Customer Data in the manner described in this clause 8.5, please contact us at the email address set out in the Privacy Notice.
- 9. Proprietary Rights**
- 9.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Software 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, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software or the Documentation.
- 9.2 We own the rights in our Software and any related logos. Other owners own the rights in the third-party software and their logos. By giving you the licence, we do not give you ownership of any of those rights or logos, and the rights you have to use the Software, the third-party software, and any related logos, are as described in this agreement and any other relevant document.
- 10 Technical support and replacement software**
- 10.1 Technical support
- 10.1.1 If specified in the Documentation, for no extra charge we will give you technical support covering problems you may have using the Software (you will need to be based in the United Kingdom unless we tell you otherwise when you buy your licence to use the Software). We will provide this support from the date you are first given an activation code for any version of the Software, and during the period set out in the Documentation. The technical support will automatically stop at the end of the free period. If you require technical support to continue then you can ask us (or your supplier) to provide further technical support under a separate contract, which may be subject to payment of fees.
- 10.1.2 We will tell you whether you will be entitled to any free support before you upgrade your Software to a newer or advanced version.
- 10.2 Replacement software. If we provide software which replaces all or part of the Software, the licence described in clause 2 will cover you to use it, from the date you first use the replacement software. To allow a smooth changeover to the replacement software, you may continue to use both the Software and the replacement software for three months, then the licence to use the original Software will stop and only cover the replacement software, and the wording of clause 15 (about returning the Software) will apply to the original Software.
- 10.3 We may stop providing technical support or replacement software at any time, though we will give you a reasonable amount of notice. This will not affect your licence to use the Software.

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10.4 If you have purchased a licence to use the Software for a specified period of time, we reserve the right to discontinue the provision of support and/or maintenance of the Software (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.

11 Confidentiality

11.1 Both parties may have access to Confidential Information from the other in order to perform obligations under this agreement. Confidential Information will not be deemed to include information that:

11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

11.1.2 was in your or our lawful possession before the disclosure;

11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

11.1.4 is independently developed by the receiving party and which can be proven by written evidence; or

11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Both parties will hold the other's Confidential Information in confidence and, unless required by law, will not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

11.3 Both parties will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

11.4 This clause 11 will survive termination of this agreement, however arising.

12 Indemnity

12.1 You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Software, provided that:

12.1.1 we give you prompt notice of any such claim;

12.1.2 we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and

12.1.3 you are given sole authority to defend or settle the claim.

12.2 We will defend you, your officers, directors and employees against any claim that the Software infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and will indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:

12.2.1 you give us prompt notice of any such claim;

12.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and

12.2.3 we are given sole authority to defend or settle the claim.

12.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this agreement on reasonable notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.

12.4 In no event will we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:

12.4.1 a modification of the Software by anyone other than us; or

12.4.2 your use of the Software in a manner contrary to the instructions given to you by us; or

12.4.3 your use of the Software after notice of the alleged or actual infringement from us or any appropriate authority.

12.5 The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13 Limitation of Liability

13.1 This clause 13 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:

13.1.1 arising under or in connection with this agreement;

13.1.2 in respect of any use made by you of the Software and Documentation or any part of them; and

13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

13.2 Except as expressly and specifically provided in this agreement:

13.2.1 you assume sole responsibility for results obtained from the use of the Software by you, and for conclusions drawn from such use; and

13.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.

13.3 Nothing in this agreement excludes our liability for:

13.3.1 death or personal injury caused by our negligence;

13.3.2 fraud or fraudulent misrepresentation; or

13.3.3 any other matter we cannot limit or exclude under applicable law.

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- 13.4 Subject to clause 13.2 and clause 13.3:
- 13.4.1 we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
 - 13.4.1.1 any loss of profits, loss of business, lost working time, depletion of goodwill, and/or similar losses or loss or corruption of data or information, or pure economic loss; or
 - 13.4.1.2 any special, indirect, incidental or consequential loss, costs, damages, charges or expenses however arising under this agreement including without limitation fines or penalties levied by any relevant authority or claims from third parties; and
 - 13.4.2 our total aggregate liability in contract (including in respect of the indemnity at clause 12), 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:
 - 13.4.2.1 125% of the value of the fees you paid for the licence to use the Software where you purchased a licence for a perpetual licence period; or
 - 13.4.2.2 125% of the value of the fees you paid in the 12 last months for the licence to use the Software where you purchased a licence to use the Software for a specified period.
- 13.5 You agree that the limitations set out in this clause 13 and restrictions in this agreement are reasonable because they reflect the fact that:
- 13.5.1 we cannot control how and for what purpose you use our Software;
 - 13.5.2 we have not developed the Software specifically for you; and
 - 13.5.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Software.
- 13.6 If you believe you could experience anything that we have told you we will not be responsible for we recommend you consider obtaining insurance cover.

14. Term and Termination

- 14.1 You may use the Software for the Licence Period. You will not be allowed to use the Software after the Licence Period ends unless we extend your right to use it. The way we extend your right to use the Software will depend on the Software you are using. We (or your supplier) will tell you how to extend your right to use the Software in each case.
- 14.2 You may end this agreement at any time by writing to tell us and once acknowledged by us, the agreement may end. Such termination will mean all sums owed to us become immediately due and you will not be entitled to any refund. If you are paying for technical support or any other service from us and you want to end that service, you should read the terms for that support or service to find out how to stop that particular service.
- 14.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement immediately without liability to the other if:
- 14.3.1 the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 14.3.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
 - 14.3.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; or
 - 14.3.4 a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - 14.3.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 14.3.6 the other party ceases, or threatens to cease, to trade; or
 - 14.3.7 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 14.4 If you have purchased a licence to use the Software for a specified period of time, rather than a perpetual licence period, we may end this agreement by giving you thirty days written notice at any time. If we do, we will refund an amount being the proportion of the unexpired period of the term of this agreement.

15 Effect of Termination

- 15.1 No matter how this agreement ends, the information you store in the Software remains your information and you can remove it from the Software before the end of the agreement. If you don't, this will not prevent this agreement from ending. In those circumstances, we do not have to remove your information from the Software or help you to do so.
- 15.2 On termination of this agreement for any reason:
- 15.2.1 all licences granted under this agreement will immediately terminate and you will uninstall the Software and cease use of the Software. If requested by us, you shall return all copies of the Software and certify in writing your compliance with this clause;

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- 15.2.2 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;
- 15.2.3 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.

16 General terms

- 16.1 If you have bought a licence for a number of our software products under this agreement, the extent of your rights to use each software product may be different depending upon your choice of software and the fees you pay. We will tell you the extent of your licence for each individual software product at the time you buy your licence and the terms of this agreement will apply to that individual software product as appropriate.
- 16.2 From time to time we may change this agreement by telling you that we have changed it. If you do not agree with those changes, please contact us as soon as possible. If you buy any other product or service relating to the Software from us or your software supplier, after we have told you that we have changed this agreement, we will consider you to have accepted those changes.
- 16.3 If we quote you a price (on our website or by telephone) for any of our products or services, that price will be confirmed when we issue our invoice.
- 16.4 In this agreement, where we say 'we have told you', we mean that we have confirmed this in writing to you (for example on your invoice).
- 16.5 Any supplier or business partner you buy the licence from does not have any authority or right to enter into any contract or provide any guarantee on our behalf. These organisations are 'independent' third parties (by this we mean they are not part of our business) and we are not responsible for any changes these organisations have made to the Software or for anything they do or fail to do.
- 16.6 If you use the Software outside of the United Kingdom or the Republic of Ireland you need to make sure that you comply with any applicable legal requirements.
- 16.7 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 of us. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 16.8 If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
- 16.9 This agreement is the entire agreement between you and us for you using the Software, free technical support, online training and business information, and replaces all documents, information and other communications (whether spoken or written) between us for such use. The paper licence agreement that accompanies the Software (if any) takes priority over the terms of the licence agreement displayed in the Software and that shown on our website.
- 16.10 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. You cannot transfer the Software (including this agreement) to any other person or organisation. For example, you cannot sell it if you no longer want to use it, and if you become insolvent, an insolvency practitioner may not pass on the Software as part of your business assets.
- 16.11 We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this agreement at any time without your consent.
- 16.12 This agreement applies to the Software you bought the licence for. If you buy a licence from us for other software at a different time, then the software licence agreement that we give you with that software will apply to your use of that software. If you upgrade your Software (for example by purchasing a licence for a new or advanced version of the Software), then the software licence agreement we give you at that time will replace this software licence agreement for your continued use of the Software.
- 16.13 If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this agreement because of those circumstances, for as long as those circumstances continue. For the purposes of this agreement you agree that a cyber-attack or breach of cyber security is beyond our reasonable control, subject to us being able to demonstrate that we acted in accordance with what would be reasonably considered to be best practice by a business accountancy and payroll software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security.
- 16.14 This agreement is personal to you and us and no third party shall have any right to enforce the terms of this agreement or be entitled to obtain any benefit under it, except that the owners of third-party software can benefit from clauses 2, 3, 5 and 13 and any other part of this agreement that applies to third-party software. This means that only you, we and the owners of any third-party software can benefit from the rights set out in this agreement. However, you and we can end this agreement or change any term of it (if we both agree to this in writing) without permission from the owner of the third-party software.
- 16.15 If you purchased your licence to use the Software in the United Kingdom then this agreement is governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this agreement. If you purchased your licence to use the Software in the Republic of Ireland then this agreement is governed by the laws of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this agreement.

17 Country specific provisions

- 17.1 For Sage customers who purchased their licence to use the Software in the **United Kingdom**, if you would like to contact us, please call 0845 111 55 55 or visit the "contact us" page on our Website at <https://mysage.co.uk/contact-us/home.aspx>.
- 17.2 For Sage customers who purchased their licence to use the Software in the **Republic of Ireland**, if you would like to contact us, please call 1890 88 20 60 or email access@sage.com.

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Exhibit A Bank Feeds Terms and Conditions

Your use of automated bank account feeds enabled by the Yodlee, Inc. ("Yodlee") data gather service ("Bank Feeds Service") is subject to the following terms and conditions. You are advised to ensure that you check your Bank's internet banking terms and conditions to ensure you can use Bank Feeds with your specific online account. These terms should be read in conjunction with your Bank's internet banking terms and conditions:

- 1. Provide Accurate Information.** You, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- 2. Proprietary Rights.** You are permitted to use content delivered to you through the Bank Feeds Service only on Sage One. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the Bank Feeds Service technology, including but not limited to, any Java applets associated with the Bank Feeds Service.
- 3. Content You Provide.** You are licencing to us and Yodlee, any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the Bank Feeds Service. Sage and Yodlee may use, modify, display, distribute and create new material using such Content to provide the Bank Feeds Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Sage and Yodlee may use the Content for the purposes set out above.
- 4. Third Party Accounts.** By using the Bank Feeds Service, you authorize Sage and Yodlee to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Sage and Yodlee a limited power of attorney, and you hereby appoint Sage and Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN SAGE OR YODLEE ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, SAGE AND YODLEE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Bank Feeds Service is not endorsed or sponsored by any third party account providers accessible through the Bank Feeds Service.
- 5. DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE BANK FEEDS SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE BANK FEEDS SERVICE IS AT YOUR SOLE RISK. THE BANK FEEDS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAGE AND YODLEE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE BANK FEEDS SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE BANK FEEDS SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
- 6.** SAGE AND YODLEE MAKE NO WARRANTY THAT (i) THE BANK FEEDS SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE BANK FEEDS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BANK FEEDS SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, BANK FEEDS SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE BANK FEEDS SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.
- 7.** ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BANK FEEDS SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITEN, OBTAINED BY YOU FROM SAGE OR YODLEE THROUGH OR FROM THE BANK FEEDS SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
- 8. LIMITATION OF LIABILITY.** YOU AGREE THAT NEITHER SAGE OR YODLEE NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF SAGE OR YODLEE HAS BEEN ADVISED OF THE



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POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE BANK FEEDS SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND BANK FEEDS SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR BANK FEEDS SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE BANK FEEDS SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE BANK FEEDS SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATIER RELATING TO THE BANK FEEDS SERVICE.

9. **Indemnification.** You agree to protect and fully compensate Sage and Yodlee and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Bank Feeds Service, your violation of these terms or your infringement, or Infringement by any other user of your account, of any intellectual property or other right of anyone.
10. You agree that Yodlee is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Yodlee were a party to this Agreement.

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Exhibit B Data Protection

1. **Interpretation**
 - 1.1. Where there is any inconsistency between the terms of this Exhibit B and any other terms of this Agreement, the terms of this Exhibit B shall take precedence.
2. **Processing of Personal Data**
 - 2.1. During the term of this agreement we warrant and represent that we:
 - 2.1.1 shall comply with the Data Protection Laws applicable to us whilst such Personal Data is in our control;
 - 2.1.2 when acting in the capacity of a Processor, shall only Process the Personal Data:
 - 2.1.2.1 as is necessary for the provision of the Services under this Agreement and the performance of our obligations under this Agreement; or
 - 2.1.2.2 otherwise on your documented instructions.
 - 2.2. We agree to comply with the following provisions with respect to any Personal Data Processed for you in connection with the provision of the Service under this Agreement.
3. **Obligations of Sage**
 - 3.1. Sage shall:
 - 3.1.1 taking into account the nature of the Processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests from individuals for exercising Data Subjects' rights; and
 - 3.1.2 taking into account the nature of the Processing, and the information available to it, provide reasonable assistance to Customer in ensuring compliance with its obligations relating to:
 - 3.1.2.1 notifications to Supervisory Authorities;
 - 3.1.2.2 prior consultations with Supervisory Authorities;
 - 3.1.2.3 communication of any breach to Data Subjects; and
 - 3.1.2.4 privacy impact assessments.
4. **Personnel**
 - 4.1. Sage shall:
 - 4.1.1. take reasonable steps to ensure the reliability of any personnel who may have access to the Personal Data;
 - 4.1.2. ensure that access to the Personal Data is strictly limited to those individuals who need to know and/or access the Personal Data for the purposes of this Agreement; and
 - 4.1.3. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - 4.2. If so required by Data Protection Laws, Sage shall appoint a data protection officer and make details of the same publicly available.
5. **Security and Audit**
 - 5.1. Sage shall implement and maintain appropriate technical and organisational security measures appropriate to the risks presented by the relevant Processing activity to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage or disclosure. Such measures include, without limitation, the security measures set out in clause 5.3.
 - 5.2. Subject to any existing obligations of confidentiality owed to other parties, we shall make available to you all information reasonably necessary to demonstrate compliance with the obligations set out in this Exhibit A, which may include a summary of any available third party security audit report, or shall, at your sole cost and expense (including, for the avoidance of doubt any expenses reasonably incurred by us), allow for and contribute to independent audits, including inspections, conducted by a suitably-qualified third party auditor mandated by you and approved by us.
 - 5.3. Sage operates, maintain and enforce an information security management programme ("**Security Program**") which is consistent with recognised industry best practice. The Security Program contains appropriate administrative, physical, technical and organisational safeguards, policies and controls in the following areas:
 - Information security policies
 - Organization of information security
 - Human resources security
 - Asset management
 - Access control
 - Cryptography
 - Physical and environmental security
 - Operations security

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- Communications security
- System acquisition, development and maintenance
- Supplier relationships
- Information security incident management
- Information security aspects of business continuity management
- Legislative, regulatory and contractual compliance

6. Data Breach

6.1. Sage shall notify you if we become aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data arising from any act or omission of Sage or its sub-processors.

7. Transfer of Personal Data outside the EEA

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

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

8. Return and deletion

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

9. Use of Sub-Processors

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

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