

# Sage Business Cloud Accounting & Payroll Early Adopter Terms & Conditions

(Last Updated: July 2021)

These terms and conditions govern the agreement between us in respect of your access and use of the Sage Business Cloud Accounting Early Adopter service (“**Early Adopter**”), which allows you to promote and facilitate the provision of Sage Business Cloud Accounting & Payroll (the “**Service**”) as a solution for your clients through the Early Adopter service.

The Sage Business Cloud Accounting & Payroll Terms and Conditions of Use (“**Service Terms of Use**”) can be found on our websites: if you subscribe in the United Kingdom, the Service Terms of Use are located at <https://www.sage.com/engb/legal/terms-andconditions/product-and-service-terms-andconditions/>; or if you subscribe in the Republic of Ireland, the Service Terms of Use are Located at <https://www.sage.com/en-ie/legal/termsandconditions/product-and-service-terms-and-conditions/>. If there is any difference between these terms and conditions and the Service Terms of Use or, where appropriate, your Sage Accountants Club / Network Membership Agreement, these terms and conditions will take precedence in relation to your access and use of Early Adopter.

Capitalised terms used herein without definition shall have the meaning given in the Service Terms of Use unless otherwise specified.

## 1. Definitions and Interpretation

1.1. Definitions. In this agreement, the following words shall have the following meanings:

**Customer Personal Data** personal data (as defined in the Data Protection Addendum) contained within Customer Data.

**Data Protection Addendum** our Data Protection Addendum posted on <http://www.sage.com/dataprotectionaddendum> (or such other URL as notified to you) as amended from time to time. Terms defined in the Data Protection Addendum shall have the same meanings when used in these terms and conditions unless otherwise specified.

## Data Protection Laws

any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018, the UK GDPR (and where applicable the EU GDPR) and The Privacy and Electronic Communications (EC Directive) Regulations 2003.

## Feedback

feedback given by you to us in connection with: (i) the Early Adopter or Materials, or our other software, products, services, business or technology plans, including without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the aforementioned items; or (ii) your views on our development direction.

## Materials

any marketing, training, hardware, software, specifications or other technical documentation related to the Early Adopter provided by us.

## Module

packages that you may use alongside the Service (as described in the Documentation) either subject to payment of an additional fee, or as otherwise agreed, on a subscription or fixed term basis. Some Modules are optional whilst others will be included automatically in your licence; please refer to your Documentation and Sage websites for details.

## Privacy Notice

the Sage privacy notice, found at <https://www.sage.com/company/privacy-notice-and-cookies>, as updated from time to time.

1.2. We may change these terms and conditions at any time. We will make reasonable efforts to communicate any changes to you via a notification on Early Adopter or by sending you an email but it is up to you to ensure that you regularly check, read, understand the most recent version of this agreement on our website as you will be deemed to accept all changes to these



terms and conditions if you continue to access and use the Early Adopter.

1.3. **Interpretation.** In this agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) “including” and “includes” and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry; (d) references to a person include an individual, a body corporate and an unincorporated association of persons; (e) use of the singular shall be treated as including the plural and vice versa; (f) unless otherwise specified, a reference to “writing” or “written” includes email but not faxes; (g) a reference to a statute, statutory provision or subordinate legislation is a reference to it as in force from time to time; and (h) references to any party shall include that party’s personal representatives, successors and permitted assigns.

## 2. Who this agreement is between

2.1. This agreement is between: you, the person or organisation authorised to use the Early Adopter under and in accordance with these terms and conditions (“**you**”, “**your**”); and us, Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: C23 5 & 6 Cobalt Park Way, Cobalt Park, Newcastle upon Tyne NE28 9EJ if you subscribe in the United Kingdom or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: 1 Central Park, Leopardstown, Dublin 18) if you subscribe in the Republic of Ireland (“**Sage**”, “**we**”, “**us**”, “**our**”).

2.2. By accessing and using Early Adopter you and we agree to be bound by and comply with these terms and conditions.

## 3. How you accept this agreement, and when the agreement between us starts

3.1. You accept these terms and conditions, and this agreement between us starts, from the earliest date you tick a box or click on a button (or something similar) when Early Adopter asks you to confirm that you accept this agreement.

3.2. Our agreement will continue until terminated in accordance with clause 13.

3.3. If you don’t accept this agreement, you should contact us immediately and you should not promote or facilitate the usage of the Service by your clients or otherwise access and use Early Adopter.

## 4. Feedback

4.1. During the course of this Agreement, you shall be required to provide Feedback to Sage. To enable Sage to use such Feedback, you grant to us a non-exclusive, perpetual,

irrevocable, worldwide, sub-licensable, royalty-free licence, to use, publish, and disclose such Feedback and to display, perform, copy, make, have made, use, sell, and otherwise dispose of our products or services embodying the Feedback in any manner and via any media that we choose, at our sole discretion. Sage shall be entitled to use the Feedback for any purpose without restriction or remuneration of any kind with respect to you. For the avoidance of doubt, Sage shall be under no obligation whatsoever to use any Feedback provided by the you.

## 5. Confidentiality

5.1. For the purposes of this Agreement, confidential information shall have the following meaning. All confidential information (however recorded, preserved or disclosed) disclosed directly or indirectly by Sage to you under or in connection with the Agreement, whether before or after acceptance of this Agreement, and includes: (i) the existence and terms of this Agreement; (ii) any information that would be considered confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of Sage, the operations, processes, product information, know-how, designs, trade secrets or software (including without limitation the existence of the Early Adopter, the software, documentation, the landing page, the website and all Materials) of Sage; and (iii) any information, findings, data or analysis derived from confidential information or otherwise developed by You in connection with this Agreement (“**Confidential Information**”).

5.2. You acknowledge that whilst the Early Adopter is a live service, it is not yet on general release to the public and is therefore highly confidential. You shall keep the Confidential Information confidential.

5.3. You shall not;

5.3.1. use Confidential Information except for the purpose of using the Early Adopter service; or

5.3.2. disclose Confidential Information in whole or in part to any third party.

5.4. You shall be liable to us for any failure by You to comply with this clause 5, and shall indemnify and defend us against any losses or claims which arise out of any acts or omissions by you.

## 6. Your Subscription

6.1. We may charge you for your use of Early Adopter. The fees are set out in our price list from time to time in force and are payable in accordance with clause 9.

6.2. We may, from time to time, make available promotional offers in respect of Early Adopter. Any such promotional offers will be subject to these terms and conditions and we reserve the



right to withdraw or cease to offer any promotional offers at any time without notice to you.

## **7. Access to the Service**

7.1. Once you subscribe to Early Adopter you can either:

7.1.1. set up and administer the Service accounts for your clients which will link to your own Early Adopter account, or permit us to do this on your behalf whether as part of any multiple client import service (or otherwise) that we may offer from time to time; or

7.1.2. link to your clients' own existing Service accounts, in each case, so that you can access reports, transfer files, help your clients to manage their own Service accounts and provide your own services to your clients as agreed between you and your individual clients.

7.2. Where you link to a client's existing Service account your client can revoke your access to its Service account at any time. Where your client is a Direct Billing Customer (as defined in clause 9.1.1 below), that client may revoke the link from their Service account to your Early Adopter account and this will prevent your access to their Service account.

7.3. You must take all reasonable steps to ensure that your clients comply with the Service Terms of Use, and any notices, policies and instructions relating to their use of the Service which we provide to you and/or your clients, from time to time.

7.4. We reserve the right to access your Early Adopter account at any time including, without limitation, for the purposes of enabling us to:

7.4.1. establish your compliance with this agreement;

7.4.2. investigate and/or remedy any errors or other bugs within Early Adopter and/or monitor your use of Early Adopter; and

7.4.3. delink any and all of your clients from your Early Adopter if you are in breach of this agreement.

7.5. Where we set up Service accounts on your behalf pursuant to clause 7.1 above, you hereby give us consent (and warrant and represent that you are (and at all times shall be) duly and properly authorised to give such consent (including on behalf of your clients)) to permit us to process any and all of the Customer Personal Data you provide to us (including any personal data (as defined in the Data Protection Addendum) of your clients) in the performance of our obligations under this clause 7. You further warrant and represent that any data provided by you hereunder is accurate, complete and up-to-date and you will verify the same when asked to do so.

7.6. Early Adopter allows you to have access to your clients' Service accounts (including access to client data) as well as manage such access rights over your clients' Service accounts. You are responsible for ensuring that the level(s) of access that you assign to each of your client's Service accounts has been agreed between you and your client.

7.7. For each client that you set up through Early Adopter, you are responsible for:

7.7.1. notifying them that you will have access to their Service account, that you are responsible for access rights over their Service account and that Sage has no control over such access rights; and

7.7.2. agreeing with each client the level(s) of access rights that they permit you and your business colleagues (as applicable) to have over their Service account.

7.8. You agree that you will only assign access rights over your clients' Service accounts strictly in accordance with that particular client's instructions.

7.9. We shall not be liable for any losses damages, costs and expenses whatsoever that are suffered and/or incurred by you and/or your clients which arise out of or in connection with any breach or other failure to comply with this clause 7 relating to access rights.

7.10. You will indemnify us and our Affiliates from any and all third party claims caused by or arising from or in connection with your access rights to client accounts and/or any breach or other failure by you of the provisions within this clause 7.

## **8. Your obligations**

8.1. You will perform your obligations promptly, diligently and in accordance with the standard to be reasonably expected of an experienced, trained and appropriately qualified accountant (or equivalent) operating in your market.

8.2. You shall comply with all notices, policies and instructions relating to your access and use of Early Adopter which we provide to you, from time to time. We reserve the right to audit your use of Early Adopter to verify your compliance with this agreement. If any such audit reveals any aspect of non-compliance, then you agree to promptly:

8.2.1. provide us with all information that we consider to be necessary in relation to any such non-compliance; and

8.2.2. correct any such non-compliance at your own cost.



## Modules

8.3. Certain Modules, as detailed in your Documentation, may be made available to you along with the Service. 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 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.

8.4. You acknowledge and agree that we may change the prices we charge for your use of Modules at any time. We will use our reasonable endeavours to give you as much notice as is reasonably possible of any such changes.

## Bank Feed Service

8.5. Bank Feeds. You, or your clients, can import bank feeds into the Service directly from existing banking services. The bank feeds service is provided by either Sage directly or by thirdparty bank feed aggregators on behalf of Sage. You, and your clients, must agree to the Bank Feed Terms (as defined in the Service Terms of Use) in order to take advantage of the bank feeds service. Where the bank feeds service is provided by a third-party bank feed aggregator, you and your clients will also need to provide your internet banking credentials to the thirdparty bank feed aggregator to use the bank feeds service. Before you or your clients create a bank feed, you or they must check that use of the bank feed service does not breach the terms and conditions of the relevant bank or account provider. Where there is a conflict between this agreement and the Bank Feed Terms, the Bank Feed Terms shall prevail in respect of the conflicting subject matter.

## Third-Party Services

8.6. No Endorsement or Warranty. Sage may present to you, including on Sage websites, or you may separately procure Third-Party Services that are offered by Third-Party Providers. Sage does not endorse or make any representation, warranty or promise regarding, and does not assume any responsibility for, any such Third-Party Services or Third-Party Provider and shall have no liability whatsoever for any damage, liabilities or losses caused by any Third-Party Services or Third-Party Provider, regardless of whether it is described as **“authorised”**, **“certified”**, **“recommended”** or the like and regardless of whether the Third-Party Services are included in a Sage order. We have no obligation to make available or provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Early Adopter and/or Service with any Third-Party Services. Your use of the Third-Party Services is subject to the terms and conditions imposed by the Third-Party Providers in addition to any terms relating to the same under this Agreement. If you do not accept or agree to the terms and conditions imposed by the ThirdParty Providers, then

your access and use of the Early Adopter and/or Service may be affected. You are solely responsible for evaluating Third-Party Services and Third-Party Providers, and for reviewing all applicable terms and conditions and policies of any such Third-Party Providers. We may withdraw access to Third-Party Services at any time and without notifying you. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with the Early Adopter and/or Service features on reasonable terms, we may cease providing those Early Adopter and/or Service features without entitling you to any refund, credit or other compensation.

8.7. In the event that you procure any Third-Party Services on your or your clients' behalf, or you use or facilitate the use of a Third-Party Services in relation to your clients' accounts, you shall remain fully responsible for the operation of such ThirdParty Services. You warrant and represent that you are (and at all times shall be) duly and properly authorised to use or facilitate the use of such Third-Party Services (including on behalf of your clients), and shall indemnify us our Affiliates from any and all third party claims caused by or arising from or in connection with any breach of the warranty or representation in this clause 6.7.

8.8. Data sharing. If you obtain a Third-Party Service that requires access to or transfer of Customer Data, you agree to obtain any consents required, including from your clients, before sharing any Customer Data. You acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider's own privacy notices and policies, and that Sage is authorised to provide the Customer Data as requested by the Third-Party Service. Sage is not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service. You will indemnify and hold us and our Affiliates, officers, directors, employees, and agents harmless from and against any and all costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees and costs, to the extent arising out of a third-party claim alleging that your collection or use of Customer Data or your use of the Service in breach of this Agreement infringes the rights of, or has caused harm to, a third party, or violates Data Protection Laws.

8.9. Data privacy and Relevant Data. Each party will abide by terms of the Data Protection Addendum, and references therein to the “Agreement” shall be construed as references to this Agreement. Any Relevant Data shall be handled in accordance with the requirements of the Data Protection Addendum.

8.10. 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. 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),



8.11. **AWS platform.** The Early Adopter and Service are hosted on Amazon's AWS platform, an internet-scale cloud computing and services platform hosted in Amazon data centres. Your use of the Early Adopter and Service is also subject to the following Amazon terms, conditions and policies: (i) AWS Privacy Notice Statement available at <http://aws.amazon.com/privacy>; (ii) AWS Service terms available at <http://aws.amazon.com/serviceterms>; and (iii) AWS Acceptable Use Policy available at <http://aws.amazon.com/aup/>. Neither you, nor anyone accessing the Early Adopter or Service, may use Amazon's AWS platform in any way prohibited by the AWS Acceptable Use Policy.

## 9. Price and payment method

9.1. For each new client you introduce to and set up and administer a Service account through the Early Adopter, you may:

9.1.1. procure for that client to pay us directly (rather than pay you) in full for all applicable fees for that account, in accordance with such instructions as we may provide to you from time to time ("**Direct Billing Customers**"); or

9.1.2. those new clients may pay you directly for their use of the Service (in the same way as your existing customers pay you pursuant to clause 9.3 below).

Where 9.1.2 applies, your client will not be eligible for a free trial of the Service. If you do not elect how your new client will pay, they will automatically be set up as a Direct Billing Customer and in these circumstances, your client will be entitled to receive a free trial if requested.

9.2. You will continue to invoice your existing clients for whom you have already set up and administer Service accounts via your Early Adopter and you will continue to pay us in full for all applicable fees for those accounts until such time as we may advise you that those existing clients will pay us directly for their use of the Service.

9.3. For a client who subscribes to more than one Module, the same billing model must be adopted for that client's use of the Service. By this we mean that your client would either:

9.3.1. pay you for their entire use of the Modules and you would pay us for their use pursuant to clause 9.2; or

9.3.2. they would pay us for their entire use of the Modules as a Direct Billing Customer.

9.4. You acknowledge and agree that your clients cannot use a different billing model to pay for different Modules. However, you may have clients on different billing models with some

clients paying you for their use of Modules and your other clients paying us for their use of Service applications as a Direct Billing Customer.

## Payment Terms

9.5. You agree to provide us with complete and accurate billing and contact information and shall promptly notify us of any change to this information.

9.6. By providing your payment details to us in connection with the Service, you agree that we may automatically begin charging you the fees in accordance with the terms of this agreement. You must pay all fees due at such rate and frequency, and on such payment dates, as set out in the Documentation. Payment obligations are non-cancellable and fees paid are non-refundable (other than as expressly set out in this agreement).

9.7. Where your client pays you fees for the Service, payment of such fees to you shall constitute valid payment for their use of the Service for the purposes of this agreement.]

9.8. We shall be entitled to increase the applicable fees at any time by giving you not less than thirty (30) days' written notice, and such an increase will take effect from your next payment date after this notice period has ended.

9.9. All fees are exclusive of applicable taxes, levies, or duties imposed by taxing authorities, including, for example, value added tax, goods and services tax, sales, use or withholding taxes, assessable by any jurisdiction whatsoever, and you shall be responsible for the payment of all such taxes, levies or duties in addition to the fees, excluding taxes on Sage's net income.

9.10. If any funds are unavailable from your account on the due date for payment, then without limiting our rights or remedies: (i) those fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or up to the maximum rate permitted by law, whichever is lower; and/or (ii) we may apply shorter payment terms to any future fees.

9.11. All payments you make to us under this agreement will be made in full without any set-off, restriction or condition and without any deduction or withholding, unless you are required by law to make any such deduction or withholding.

9.12. Without prejudice to any other right or remedy we may have, if you fail to make any payment in accordance with this agreement or fail to perform any other obligation to us, we:

9.12.1. may at our option and upon written notice terminate this agreement or suspend performance of our obligations under this agreement in accordance with clause 13.1 until such time that you make payment or perform such obligation in full; and



9.12.2. reserve the right to access your account and delink any and all of your clients from your Early Adopter as set out in clause 7.4 and provide a list of accountants in accordance with clause 13.1 to these clients at our discretion.

9.13. Where we suspend your access to Early Adopter, we may at our discretion agree to reactivate your account subject to you paying a reactivation fee. If you were paying a Promotional Price for Early Adopter prior to suspension and we reactivate your account, you will no longer be eligible for the Promotional Price and will be charged our standard list price for Early Adopter unless we advise you otherwise in writing (including in the Documentation).

## 10. Proprietary Rights

10.1. Sage Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Sage alone (and its licensors, where applicable) reserves all rights, title and interest in and to the Service (including any configurations, customisations, modifications, enhancements, Updates and revisions thereof), Sage Data and Documentation, including all related Intellectual Property Rights therein. All rights not expressly set out in this agreement are reserved by Sage. The Sage name, logo and the product names associated with the Early Adopter, Service and the Documentation are trademarks of Sage or third parties, and no right or licence is granted to use them.

10.2. Feedback. You may, but are not required to, provide Sage, its Affiliates or subcontractors with ideas, suggestions, requests, recommendations or Feedback about Early Adopter or the Service. If you do so, you grant Sage a non-exclusive, royalty free, worldwide, perpetual, irrevocable licence to use, exploit, reproduce, incorporate, distribute, disclose, and sublicense any Feedback for any purpose.

10.3. Except to the extent permitted by law, you will not do anything nor allow anything to be done which will or may damage or affect the validity of the Sage Intellectual Property Rights, including (without limitation) breaching any terms and conditions of this agreement or the Accounting Terms of Use or which arises out of or in connection with you use of, or holding yourself out as the owner of, the Sage Intellectual Property Rights.

10.4. You will immediately inform us in writing if you become aware of any actual or potential infringement or invalidity of any of the Sage Intellectual Property Rights. You will at our request and expense sign, execute and do all such deeds, documents, acts and things (including allowing your name to be used in any proceedings) as we may reasonably require with a view to restraining such infringement (or preventing such invalidity) and/or obtaining damages and/or otherwise protecting our or our licensors' rights.

## 11. Our liability and responsibility to you if something goes wrong

11.1. Subject always to clauses 11.2, 11.3 and 11.4 below, our total liability to you arising under or in connection with this agreement whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise will not exceed an amount equal to the total of the fees paid or payable by you to us under or in connection with this agreement in the 12 month period immediately preceding the date on which the claim arose.

11.2. We will not be responsible for any of the following, even if we knew or should have known there was a possibility you could experience:

11.2.1. loss of profits, revenues or contracts, lost savings, business interruption, lost funding, loss of goodwill or reputation, wasted expenditure or loss or corruption of data, in each case whether arising directly or indirectly and whether it is known, foreseen or foreseeable; and/or

11.2.2. indirect, incidental, special, punitive or consequential loss or damage, whether it is known, foreseen or foreseeable.

11.3. Nothing in these conditions will exclude or limit your or our liability for:

11.3.1. fraud;

11.3.2. death of or personal injury to any person as a result of our negligence; or

11.3.3. any other matter which cannot be excluded or limited under applicable law.

11.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

11.5. Your and our responsibilities under this agreement are reasonable because they reflect that:

11.5.1. we cannot control how, and for what purposes, you or your clients use Early Adopter or the Service;

11.5.2. we have not developed Early Adopter or the Service specifically for you or your clients; and

11.5.3. although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure that Early Adopter or the Service are problem or error free.



## 12. What is your responsibility to us if another person makes a claim against us relating to your obligations?

12.1. You will indemnify us for all third party claims which arise out of or in connection with:

12.1.1. your promoting, distributing and/or otherwise exploiting Early Adopter or the Service;

12.1.2. your supporting or providing any other service for Early Adopter or the Service; or

12.1.3. any breach or other failure by you of this agreement.

## 13. How this agreement may be brought to an end and what happens on termination

13.1. Without prejudice to any other right or remedy which we may have, we may exercise our right of suspension under clause 9.12 or, at our discretion, end this agreement immediately if we do not receive payment from you for any amounts you owe to us. Suspension of your access to your Early Adopter account or the termination of this agreement (as the case may be) will also suspend or terminate the account of each client which is linked to your Early Adopter account, and you accept that we will not be liable for any such suspension or termination and any Modules and compliance services. You will also lose access to any data that has been inputted into Early Adopter. Your clients will not lose their access to the Service and Sage reserves the right to inform your clients of other accountants using Early Adopter.

13.2. You may end this agreement at any time by telephoning our loyalty team whose contact details are available on our Website or by sending us an email to [sagebusinesscloudsupport@sage.com](mailto:sagebusinesscloudsupport@sage.com) and we will confirm to you the date that this agreement will come to an end. If you end this agreement pursuant to this clause 13.2, you will not be entitled to receive a refund for any fees you have paid in advance and you agree to pay all sums due to us under this agreement which are due and payable up to and including the date of termination (and this will include, without limitation, payment by you of all fees due for your clients who have a Service account during the month of termination).

13.3. We may terminate this agreement by providing not less than thirty (30) days' written notice of termination, provided that the rights and obligations set out in this agreement (including your obligations to pay any applicable fees) shall continue for such notice period.

13.4. If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one making such discovery can give the other written notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who made the discovery may end this agreement upon giving the other notice in writing.

13.5. This agreement will automatically (i.e. without us having to tell you) and immediately end without refund if you become bankrupt (or something similar happens) or your business is unable to pay its debts, stops trading or becomes insolvent (or something similar happens). In those circumstances, we will have no further obligation to you and any monies due from you will become immediately due and payable to us in full.

13.6. Where we suspend or terminate your access to your Early Adopter in accordance with this agreement, we may at our discretion agree to reactivate your account subject to you paying to us a reactivation fee.

## 14. Compliance with laws

14.1. You shall comply with all applicable laws, statutes, codes, rules and regulations in relation to your use of Early Adopter and the Service, including but not limited to Data Protection Laws and all applicable laws in relation to anti-bribery, anticorruption, tax evasion and 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 ("**Relevant Requirements**"). You shall, and shall procure that persons associated with you shall: (i) comply with all Relevant Requirements; (ii) not engage in any conduct which would constitute an offence under, or otherwise breach, any of the Relevant Requirements; (iii) not do, or omit to do, any act that may lead Sage to be in breach of any Relevant Requirements; and (iv) have and maintain in place during the term of this agreement your own policies and procedures to ensure and demonstrate compliance with the Relevant Requirements and will enforce them where appropriate.

14.2. You shall assist in any due diligence process we may ask you to participate in from time to time to ensure your compliance with these terms and conditions and, in particular, this clause 12. You shall provide us with all reasonable cooperation, information and assistance in relation to our due diligence processes for any purpose, including but not limited to enabling us to establish ownership and to identify any territory in which you and any or all of your Users or clients' use and access Early Adopter or the Service for whichever purpose. Your failure to engage in any such a process and/or provide the required information shall be deemed to be a material breach of these terms and conditions and we shall have a right to terminate these terms and conditions immediately on written notice to you.



14.3. Early Adopter and the Service may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any U.S. government **“denied persons list”** (or equivalent targeted sanctions list) and that it and its Affiliates are not owned or controlled by a politically exposed person. You shall be obliged to notify Sage if, during the term of this Agreement, you or any of your Affiliates become named on any U.S. government **“denied persons list”** (or equivalent targeted sanctions list) or become owned or controlled by a politically exposed person. You shall not permit Users or clients to access or use Early Adopter or the Service in a U.S. embargoed country or in violation of any U.S., UK or EU export laws or regulations, or in any Restricted Territories. **“Restricted Territories”** means: (i) Cuba, Iran, North Korea, Syria, Sudan 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.; and (iii) any other country or territory that becomes subject to sanctions by the United Kingdom, the European Union, or the U.S. after the date of this agreement. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this clause 14. You shall have, and shall maintain throughout this agreement, appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 14. In the event that this clause 14 is breached by you, Sage shall have a right to immediately suspend your use of Early Adopter and the Service to the extent that we consider necessary without prior notice and/or terminate this agreement immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with your (or your Users) breach of this clause 14.

## 15. Data Protection

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

## 16. What else do you need to know?

16.1. If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the remainder of this agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.

16.2. 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.

16.3. This agreement and the documents we refer to herein constitute the entire agreement between you and us in relation to your access and use of the Early Adopter, and replaces all documents, information and other communications (whether spoken or written) between us for such participation and use.

16.4. Both of us agree that we are independent contractors and neither of us will represent ourselves as agent, servant, franchisee, joint venturer or partner of, or endorsed by, the other. You do not have and will not hold yourself out as having any authority to accept any order on our behalf. You agree not to pledge our credit, receive any money or give any receipt on behalf of us or compromise any debt due to us, or incur any other liability or obligation, or make any promise or representation on behalf of us or claim to do any such thing.

16.5. This agreement is personal to you and may not be assigned, subcontracted, licensed (including sub-licensed), charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. As an example, this means that if you sell the assets of your business, you cannot automatically transfer this agreement to the buyer.

16.6. A person who is not a party to this agreement has no right to enforce any term of it.

16.7. Where either party is required to notify the other party by email, the party will be deemed to have received the email on the first business day following transmission.

## 17. Which laws govern this agreement?

17.1. If you subscribe to the Early Adopter in the United Kingdom, 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.

17.2. If you subscribe to the Early Adopter in the Republic of Ireland, 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.

