

Software Licence Agreement: Sage CRM (Updated: April 2018)



1. What this agreement is about

This agreement describes how you may use the Sage CRM software that came with this agreement (the software).

Summary of this agreement

If you accept this agreement you can use the software as described in this agreement and any relevant documents (such as any extra licences we have provided with this agreement), our invoice, the help file in the software and the support pages on our website.

- Paragraphs 4 and 5 describe your right to use the software and some limits on how you can use it.
- Paragraphs 6.1 and 6.2 are about technical support and replacement software.
- Paragraph 7 sets out what happens if there is a problem with the software.
- Paragraph 8 describes how our responsibility to you is limited in certain circumstances.
- Paragraph 9 and Appendix A tell you how we use information we hold about you.

If there is any difference between this summary and a term in this agreement, the term will apply. Please make sure you are happy with all the terms in this agreement before you install the software.

2. How you indicate that you accept this agreement and when this agreement starts

2.1 This agreement starts from the date you accept it by either:

- Ticking a box or clicking on a button (or something similar) when the installation process asks you to confirm that you accept this agreement; or
- Installing the software and keeping it installed for longer than 10 days; or
- Signing and returning a paper copy of it to us or your supplier (you will need to print out a copy of it and sign it where indicated at the end of this agreement); or
- Sending us or your supplier an email confirming your acceptance.

2.2 If you don't accept this agreement, you should tell us or your supplier within 10 days of the date you first installed the software. You should immediately and permanently delete the software from all computers it has been installed on. Once you have told us or your supplier, in writing, that you do not accept this agreement, we or your supplier may need to check that you have permanently deleted it, and we or they may contact you to discuss this.

2.3 If you are not satisfied with the software, or have any other problem with it, please contact your Sage representative.

3. Who this agreement is between and what certain defined words mean

3.1 This agreement is between:

- us, Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom) if you install the software in the United Kingdom; or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: One Central Park Level One, Central Park, Leopardstown, Dublin 18 if you install the software in the Republic of Ireland; and
- you, the person or organisation authorised to use the software.

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3.2 In this agreement:

- 3.2.1 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control of the subject entity, where "control" is the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues;
- 3.2.2 **"Customer Data"** shall mean the data, information or material provided, inputted or submitted by you or on your behalf into the software, which may include data relating to your customers and/or employees.
- 3.2.3 **"Customer Personal Data"** has the meaning set out in clause 9.1.
- 3.2.4 **"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.
- 3.2.5 **"Data Processor"** a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.
- 3.2.6 **"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.
- 3.2.7 **"GDPR"** means EU General Data Protection Regulation 2016/679.
- 3.2.8 **"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.
- 3.2.9 **"Privacy Notice"** means our 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.
- 3.2.10 **"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.
- 3.2.11 **"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.

By entering into this agreement you and we agree to be bound and keep to it (and any relevant documents). We agree to let you use the software and any relevant documents as described in this agreement.

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4. Your rights to use the software

- 4.1 Where you accept this agreement in one of the ways set out in 2.1 above and pay the fees described in 4.2 below, we give you the right (called a licence) to use the software in the way described in this agreement (which includes any documents we refer to in this agreement) or as allowed by us in writing. You may not use the software in any other way (however, please read paragraph 4.9 about how you can use the software as described in other documents from us).
- 4.2 To use the software you must pay all of the appropriate fees at the times we agreed when you bought your licence.
- 4.3 Your licence is not exclusive, which means that we may grant the same and similar rights to others.
- 4.4 You must only use the software for your legitimate business purposes and with your own information or the demonstration information (demonstration data) supplied with the software, unless we have told you otherwise.
- 4.5 This licence allows you to use only the 'object code' of the software. The object code is a set of written instructions that a computer can read, but which is difficult for a person to understand.
- 4.6 How long your licence lasts depends on the software and why you are using it. When you buy a licence to use our software we (or your supplier) will tell you how long you may use it for. We may tell you in person, on our website or by using a notice in our software (and this will be confirmed in any documentation we or your supplier gives to you). Your right to use the software will be for either of the periods described below (unless the Agreement is ended in the ways described in paragraph 9 below):
 - an unlimited period; or
 - a specified period of time following installation (for example, this may be monthly or yearly and will be subject to you paying our applicable fees). This period will reflect our current software licensing structure.

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

We also allow use of some of our software on a temporary basis to let you assess its suitability for your needs (we sometimes refer to this as a 'trial' or 'demonstration'). We (or your supplier) will tell you if you are only able to use the software in this way before you receive it. If you want to use the software after the end of the temporary period you will need to activate it using an activation key that we will provide to you (if you also agree to pay our fees). After you have activated the software all of the terms of this agreement will continue to apply to you. If you do not activate the software, it will stop working and you should remove it in the way described under paragraph 2(b) above.

- 4.7 The number of users that can use the software will depend on the type of software licence you have bought. A user is a person who puts information into the software, or uses it to get information. Only you or your employees, or those who have a written contract with you to provide services which are similar to the activities an employee would carry out, can be users. You must not allow any other person or organisation to use the software. You can reduce the number of users who can use the software at any one time, but if you do this we will not give you a refund.

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We licence our software for use by either a 'single user' or 'multiple users' as described below:

- If you have bought a 'single-user' licence, only one person can use the software and you can only install the software on one computer.
- If you have bought a 'multi-user' licence (sometimes called a 'concurrent user licence' in relevant documents), up to the number of users we or your supplier specifies (for example in your invoice) can use the software at any one time.

In some cases, where you have bought a 'single-user' licence, we may allow you to install it on a computer at the person's place of work and on a computer for use by the same person when they are not at their place of work. If this applies to the software licence you have bought, we will tell you when you buy your licence for the software.

In some cases, where you have bought a 'multi-user' licence, the right to use the software will be also be limited to specific named users whose names you input into the software. We (or your supplier) will let you know if your use of the software is limited to specific named users before you buy your licence. Only those named users are allowed to use the software.

The software includes a security feature which makes sure that no more than the specified number of users can use the software at one time. If this feature prevents you from using the software, please contact us.

- 4.8 Certain terms and conditions of this agreement only apply to some of our software. You will need to check what we told you when you bought your licence (for example in the documents we gave to you) to see if these terms apply to your use of the software.

Company Use

If we have told you that you can only use the software for a specified number of companies at the same time, then you may only use the software for up to that number of companies. In this paragraph, a 'company' is a single set of your own records and information containing a unique VAT or PAYE tax reference number (or applicable sales tax or income tax reference number) (sometimes called a 'data set' in relevant documents). If you want to use the software for more than the number of companies we have told you about, then you must buy an additional licence for each additional company.

Services to others

This paragraph is only relevant if we (or your supplier) have told you that you may use the software to provide services to others (who are not part of your business). If we have told you that you can use the software in this way, you can do so for up to the number of users, employees and/or companies we (or your supplier) have told you about. If you want to use the software for more than the number of users, employees and/or companies we have told you about, then you must buy an additional licence for each additional user, employee and/or company. You may not allow any other person or organisation to use the software.

Installations and workstations

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 up to that specific number of computers and you may not transfer the software to a different computer after it has been installed on a specific computer unless we tell you otherwise.

Portable computers

We allow some of our software to be used on laptop or equivalent portable computers (but not

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mobile devices such as handheld computers, for which different licence terms and conditions will apply) that belong to you and which are to be used by your 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).

Employees

If we have told you that you can only use the software for a specified number of employees then you may only use the software for up to that number of employees. By 'employee' we mean a person whose pay details you manage using the software, whether or not they are currently employed by you (for example, an employee could be someone who has recently left your employment or a non-executive director, as well as a true employee). If you want to use the software for more than the number of employees we have told you about, then you must buy an additional licence for additional employees.

Networked and remote use

You can load and use the software on a computer network (for access by the number of users you have bought the software licence for) as long as we have told you that you can at the time you bought your software licence and as long as you use the software in line with the rest of this section 4 and section 5. 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 paragraph 7.1 do not apply to your use in this way.

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.

If we or your supplier told you when you bought your licence to use the software, 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 users to access the software remotely, but you must not allow your third party information technology service provider or anyone else to use the software.

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.

Hosted software

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 users may access and use through the Internet. If we (or your supplier) told you that you can licence the software in this way, you are responsible for maintaining your own access to the Internet to allow your 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 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 apply to the area of conflict.

If you have purchased a licence from your supplier to access our software using its hosting

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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.

- 4.9 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.
- 4.10 Some features of the software rely on or provide access to technology or information not provided by us (third party technology and information), including the HM Revenue & Customs website, or where applicable, Revenue Irish Tax & Customs website. Except where paragraph 8.3 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.
- 4.11 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.
- 4.12 This paragraph does not apply if we told you that the software is licensed for use on specific computers (see paragraph 4.8 above where it talks about 'installations and workstations' for more information).
- 4.13 You can transfer a copy of the software from one computer of yours to another one owned by you, as long as you always keep to paragraphs 4 and 5 of this agreement and any relevant document. You may need an 'activation code' in order to do this (see paragraph 5.3). Once you have transferred a copy of the software from one computer to another, you must permanently delete the software from the computer it was originally installed on. You may not install more than one copy of the software on one computer.

5. Limits on using the software

5.1 Software owned by others

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 set on using the third-party software. The owners of the third-party software keep all relevant rights in their own software and 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).

5.2 Changing, taking apart and copying the software

You must not change the software or take it apart, or allow anyone else 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.

You must not copy any of the software, or allow anyone else to do so, except for making one back-

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up copy of it (which we encourage you to do). You can only use this back-up copy on a computer if your original copy is no longer available. With this paragraph we are not trying to restrict how many copies of your own information you make, as you are free to make as many copies of your own information as you like.

5.3 **Activating the software**

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) by using an 'activation code'. You agree to give us or your supplier, when asked, the information we or they need in order to give you the code. 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.

5.4 **Technology protecting the software**

As well as the security feature described in paragraph 4.7, the software may contain technology which checks specific information that is directly relevant to your use of the software and which is contained in your computer, as against our records to make sure that the software is being used as intended and for troubleshooting any problems. The software will tell you exactly what information we check before it is checked. You agree that we may use this technology in the software.

5.5 **Unauthorised use of our software**

The following list gives some examples of things you must not do with the software, and you must make sure that no one else does them with the software we licence to you:

- unless we have told you that you can, you must not 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. For example, you may not allow anyone other than your users to have access to the software and you cannot provide the software as part of a service you provide to others.
- you must not 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 that way.
- you may not use the software to help you develop your own software. For example, you must not use or copy all or any part of the software's 'graphical user interface', 'operating logic' or 'database structure' for it to be part of, or to develop, any software or other product or technology, unless that use or copying is allowed by law. ('The graphical user interface' of the software is displayed on your monitor. You use it to tell the software what to do, for example, when you click buttons with your mouse or type information in with your keyboard. The 'operating logic' is the list of rules we have programmed into the software, which it uses to make decisions and interpret information. The 'database structure' sets out how the information in the software is organised.)

If we believe that the way you use the software may break any part of this agreement, we will check by asking one of your directors, partners or similar senior managers to confirm to us in writing (using a form which we will provide to you) that you have kept to all parts of this agreement. If, despite this, we tell you in writing that we believe you may not have kept to any 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 as low as possible and you must give us any help we may reasonably need.

5.6 Ownership of the software

Although you have rights to use the software as described in paragraph 4, you do not own any of the intellectual-property rights in the software ('intellectual-property rights' are, in summary, the rights an owner has to say how certain things, like music, films and software may be used). We (or the owner of the software if we are not the owner) continue to own the intellectual-property rights in the software, including any software we provide to replace all or part of the software, and any copies of it you have made. The only rights you have to the software and any related materials are the licence to use the software as described in paragraph 4 and any other rights you have under this agreement.

6. Technical Support and Replacement Software

6.1 Technical support from your supplier

You may be able to obtain technical support of the software and other services relating to it from your supplier. We will provide technical support for the software to an appropriately accredited Sage business partner, in accordance with the relevant contractual arrangements between us and that accredited business partner. In relation to that support for Sage accredited business partners:

- we may only provide technical support for certain versions of the software, in which case we will communicate this to our Sage accredited business partners;
- we may not provide help for problems caused by using the software in any way not described in its documentation; and
- we may not provide help for problems which do not directly relate to the performance of the software itself, for example problems which relate to: (a) the administration and maintenance of a computer system or network; (b) the database with which the product works; or (c) the way in which the software was set up by your supplier.

6.2 Technical support from us

If specified in the relevant documents and subject to you paying the relevant fees, we will give you technical support covering problems you may have using the software. Details of the technical support are given in the relevant documents.

6.3 Replacement Software.

If your supplier is an appropriately accredited Sage business partner, we will provide them with replacement software, so long as they have entered into the necessary contractual arrangements with us. You should contact your supplier regarding your contractual arrangements with them for receiving replacement software.

If you receive replacement software which replaces all of the software, from the date you install the replacement software, your licence to use the software will stop and be replaced with a licence to use the replacement software. To allow you to decide whether you want to change to the replacement software, and a smooth change over if you do, you may continue to use both the software and the replacement software for up to 3 months.

6.4 We may stop providing technical support and/or replacement software for the software at any time, although we will give you a reasonable amount of notice if we decide to stop providing this, and our doing so will not affect your licence to use the software as described in paragraph 2.

6.5 We also reserve the right to introduce separate software which is similar to the software or capable of being integrated with the software.

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7. Our guarantees relating to the software

7.1 We guarantee that for 45 days from the date this agreement starts, the software will perform as described in the relevant document, as long as you use the software in line with the relevant documents. If during that period, you write to tell us that the software does not work in line with the relevant documents and this affects how you can use the software (and our checks find that this is the case), we will either provide replacement software to correct the problem or refund the fee you paid for the software. If we give you a refund, this agreement will immediately end. If you have bought a licence to use our software where your only access to the software is by remote means (i.e. over the Internet or a private network or similar) then this guarantee does not apply to the extent that the services used to provide you with access to our software cause the software not to perform as described in the relevant document.

7.2 We do not guarantee:

- that the software will meet your needs;
- that there will be no interruptions in your use of the software;
- that you will be able to use the software in any particular way;
- that you will get particular outputs from the software; and
- the standard of the results you get from using the software.

The fact that you have told our representative about how you intend to use the software will not affect this paragraph as the software has been developed for many different types of users, and you are responsible for setting up the software so that you can use it in the way you need, and as best suits your circumstances.

7.3 We guarantee that we will use our reasonable skill and care to provide any service to you under this agreement.

7.4 Except where paragraph 8.3 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 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. Our liability and responsibility to you if something goes wrong

8.1 Our liability (including for negligence) under this agreement will be limited to paying you an amount equal to:

- 125% of the value of the fees you paid for the licence to use the software where you purchased a licence for an unlimited period; or
- 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.

8.2 You are better placed to understand the risks to your business that may occur as a result of your use of the software particularly given the nature of how we licence our software to our customers. Accordingly, 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 the problem:

- financial or similar loss of any kind, including, for example, loss of profits, business, estimated savings or goodwill, however the loss is caused;

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- any interruption to your business or loss of or damage to information, however that interruption, loss or damage is caused;
- loss or damage which we could not have reasonably known about at the time you entered into this agreement; and
- losses you suffer as a result of using the software other than as described in the relevant documents.

We recommend that you consider obtaining insurance cover if you believe that you could experience anything that we have told you that we will not be responsible for.

8.3 Nothing in this agreement will prevent or limit your or our liability for:

- fraud;
- death of or personal injury to any person as a result of our negligence; or
- any legally binding promise, automatically given by law, that you can have the licence or that you can use the software without someone else claiming that you cannot.

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

- we cannot control how, and for what purposes, you use the software;
- we have not developed the software specifically for you; and
- 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 with the software.

9. Data Protection

9.1 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.

9.2 You warrant and represent that:

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

9.2.2 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;

9.2.3 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:

9.2.3.1 you to disclose the Customer Personal Data to us;

9.2.3.2 us to Process the Customer Personal Data for the purposes set out in this agreement; and

9.2.3.3 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.

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

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- 9.4 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.
- 9.5 You agree that we may record, retain and use Customer Data generated and stored during your use of the software (including Customer Personal Data, which we shall Process as Data Controller as set out in our Privacy Notice, on the basis of our legitimate business interests), in order to:
- 9.5.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of the software;
 - 9.5.2 carry out research and development to improve our, and our Affiliates', services, products and applications;
 - 9.5.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Sage customers;
 - 9.5.4 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 9.5, please contact us at the email address set out in the Privacy Notice.

10. Anti-Bribery and Corruption

- 10.1 Each party will and will procure that persons associated with them:
- 10.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "**Relevant Requirements**");
 - 10.1.2 not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
 - 10.1.3 not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;
 - 10.1.4 promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this agreement;
 - 10.1.5 have and maintain in place during the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

11. How you or we may end this agreement

- 11.1 You may end this agreement at any time by writing to tell us or your supplier. If you do this, we will not give you a refund, and you must immediately pay all amounts you owe us by the date this agreement ends. 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 service.
- 11.2 This agreement will automatically and immediately end without refund if you become bankrupt (or something similar happens) or your business is not able to pay its debts or stops trading, or, if any finance arrangement relating to the software has ended for any reason without you paying the full amount of that finance. In those circumstances, we will not give you a refund and the licence for the software cannot be transferred by or to any person. For example, any firm (such as an insolvency practitioner) trying to sell your assets cannot pass on the software as the licence immediately stops in those circumstances.
- 11.3 If you or we discover that the other has done something which is not allowed by this agreement, or

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has not done something that must be done, the one who has discovered the situation can give the other 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 discovered the situation can then end this agreement by giving the other written notice that this agreement will immediately end.

- 11.4 Within 10 working days of the agreement ending, you must uninstall the software and, if we ask you to in writing, return it, and any copies of it, to us. You must also produce a certificate, signed by one of your directors, partners or similar senior managers, to confirm that you have done so.
- 11.5 No matter how this agreement ends, the information you store in the software remains your information and you can take it off 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.

12. General terms

- 12.1 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.
- 12.2 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).
- 12.3 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.
- 12.4 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 and the third-party software, and any related logos, are as described in this agreement and any other relevant document.
- 12.5 If you use the software outside of the U.K. or Republic of Ireland you need to make sure that you comply with any applicable legal requirements.
- 12.6 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.
- 12.7 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.
- 12.8 This agreement is the entire agreement between you and us with respect to your access and use of the software and supersedes all documentation, information and other communications (in each case whether spoken or written) between us with respect to such access and use. Each of us acknowledge that, in entering this agreement, we have not relied on and will have no right or

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remedy in respect of, any statement or assurance (whether made negligently or innocently) other than as expressly set out in this agreement. Neither of us shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement. Nothing in this clause will limit or exclude any liability for fraud.

- 12.9 It is important to us to have a direct relationship with the users of our software, so you must not transfer this agreement to anyone else. We may transfer this agreement to another organisation which is part of our group of companies.
- 12.10 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.
- 12.11 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.
- 12.12 As we are part of a group of companies, our parent company The Sage Group plc may enforce the terms of this agreement. Otherwise, nothing in this agreement gives anyone any right or benefit under the Contracts (Rights of Third Parties) Act 1999, except that the owners of third-party software can benefit from paragraphs 4, 5, 8 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.
- 12.13 If you install the software in the United Kingdom, this agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this agreement.
- 12.14 If you install the software in the Republic of Ireland, this agreement and any disputes or claims arising out of or in connections with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of the Republic of Ireland and we both agree that the courts of the Republic of Ireland will be the only courts that can decide on legal disputes or claims about this agreement.

Appendix A – Data Protection

1. Interpretation

- 1.1. Where there is any inconsistency between the terms of this Appendix A and any other terms of this agreement, the terms of this Appendix A shall take precedence.

2. Processing of Personal Data

- 2.1. During the term of this agreement we warrant and represent that we:
 - 2.1.1. shall comply with the Data Protection Laws applicable to us whilst any Personal Data is in our control;
 - 2.1.2. when acting in the capacity of a Data Processor, shall only Process Personal Data:
 - 2.1.2.1. as is necessary for the provision of the software under this agreement and the performance of our obligations under this agreement; or
 - 2.1.2.2. otherwise on your documented instructions.

3. Our Obligations

- 3.1. We shall:
 - 3.1.1. taking into account the nature of the Processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests from individuals for exercising Data Subjects' rights; and
 - 3.1.2. taking into account the nature of the Processing, and the information available to us, provide reasonable assistance to you in ensuring compliance with your obligations relating to:
 - 3.1.2.1. notifications to Supervisory Authorities;
 - 3.1.2.2. prior consultations with Supervisory Authorities;
 - 3.1.2.3. communication of any breach to Data Subjects; and
 - 3.1.2.4. privacy impact assessments.

4. Personnel

- 4.1. We shall:
 - 4.1.1. take reasonable steps to ensure the reliability of any personnel who may have access to 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 We 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 below.
- 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 Appendix 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.

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- 5.3 Sage operates, maintains and enforces 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:
- 5.3.1 information security policies;
 - 5.3.2 organisation of information security;
 - 5.3.3 human resources security;
 - 5.3.4 asset management;
 - 5.3.5 access control;
 - 5.3.6 cryptography;
 - 5.3.7 physical and environmental security;
 - 5.3.8 operations security;
 - 5.3.9 communications security;
 - 5.3.10 system acquisition, development and maintenance;
 - 5.3.11 supplier relationships;
 - 5.3.12 information security incident management;
 - 5.3.13 information security aspects of business continuity management;
 - 5.3.14 legislative, regulatory and contractual compliance.
- 6 **Data Breach**
- 6.1 We shall notify you if we become aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data arising from our, or our sub-processors, acts or omissions.
- 7 **Transfer of Personal Data outside the EEA**
- 7.1 You expressly agree that we may transfer Personal Data within the Sage group of companies on the terms of Sage’s Master Data Processing and Transfer Agreements, which incorporate the European Commission’s standard contractual clauses.
- 7.2 You acknowledge that the provision of the software may require the Processing of Personal Data by sub-processors in countries outside the EEA. We shall not transfer Personal Data outside the EEA to a sub-processor where such transfer is not subject to: (a) an adequacy decision (in accordance with Article 45 of the GDPR); or (b) appropriate safeguards (in accordance with Article 46 of the GDPR); or (c) binding corporate rules (in accordance with Article 47 of the GDPR), without your prior written consent.
- 8 **Return and deletion**
- 8.1 At your option, we shall delete or return all Personal Data to you at the end of this agreement 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 You agree that we have general authority to engage third parties, partners, agents or service providers, including our Affiliates, to Process Personal Data on your behalf in order to provide the applications, products, services and information you have requested or which we believe is of interest to you (“**Approved Sub-Processors**”). We shall not engage a sub-processor to carry out specific Processing activities which fall outside the general authority granted above without your prior specific written authorisation and, where such other sub-processor is so engaged, we shall ensure that the same obligations set out in this Appendix A shall be imposed on that sub-processor.
- 9.2 We shall be liable for the acts and omissions of any Approved Sub-Processor to the same extent we would be liable if performing the services of each Approved Sub-Processor directly under the terms of this agreement.