

# Sage CRM Consolidated Terms and Conditions

October 2022

Your use of the Service is subject to our standard terms and conditions. If you have purchased a subscription for the Service then the terms and conditions in Part A apply to you. Otherwise, the terms and conditions in Part B apply to you. If you don't accept the provisions as set out in Part A or Part B (as applicable) then you should not install, access or use the Service in any way.

## **PART A – SAGE CRM SUBSCRIPTION TERMS AND CONDITIONS**

Your subscription to our Service is subject to these terms and conditions and the documents we refer to (as updated by us from time to time) which form a legally binding contract between you and us (the “**Agreement**”). You should read this Agreement carefully in full before installing, accessing or using our Service. 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 Service. If you don't accept this Agreement, you should contact us or the Sage Partner that you purchased your subscription from immediately and not install, access or use the Service in any way. Where an individual accepts this Agreement on behalf of a company or other legal entity, that individual represents that they have the authority to bind such entity and its Group Companies (as appropriate) to the terms of this Agreement.

Part A shall apply to all new customers who purchase Sage CRM after 01/03/2021. If you purchased prior to this date or transferred from Sage 200 CRM you should speak to your partner to find out which licence was purchased.

As this is a subscription Agreement, we may update it at any time. The most recent version of this Agreement can be accessed on the Legal pages of our Website. We will make reasonable efforts to communicate any changes to you via a notification in the Service 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 Service.

### **1. Definitions**

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

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

**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;

**Confidential Information** information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 12 including without limitation Customer Data;

**Customer Data** the data, information or material

provided, inputted, or submitted by you or on your behalf into the Services, or shared with Sage by any means, which may include Personal Data and data relating to Users, your customers, suppliers, contacts, employees or other third parties;

**Data Controller** has the meaning of controller as set out in the GDPR;

**Data Processor** has the meaning of processor as set out in the GDPR;

**Data Protection Laws** all applicable UK and EU laws and regulations governing the use or processing of Personal Data, including the General Data Protection Regulation (EU) 2016/679 and member state laws, the UKGDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time;

**Data Protection Addendum** the data protection addendum available at <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/> as may be amended from time to time which, together with this Agreement, comprise the Agreement and form your instructions to us as Data Processor;

**Documentation** the documentation and information made available to you by us (for example our invoices, information on our Website, technical and user guides including guidance as to minimum system requirements) or a Sage Partner from time to time which describe the Service, Subscription 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** the UK and EU General Data Protection Regulation as applicable;

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



	company;		
<b>Group Company</b>	in relation to a company, any member of its Group;		
<b>Installation</b>	a deployment of the Product based on the user count and number of installations your licence permits;		
<b>Intellectual Property Rights</b>	rights recognised by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), mask work rights, trade secret rights, trademarks, service marks, know-how and domain name rights;		comprised of a user licence entitlement to which your subscription relates as described in the Documentation that you procure from us under this Agreement (including any modifications, enhancements, Updates, Upgrades, revisions, patches and fixes thereto), but excluding Third-Party Services. References to “Services” include as applicable any “Apps”, “Cloud Solution Services”, “Development”, “Module”, “Product”, “Product Improvement”, “Program”, “Service”, “Software”, “Solution” or “Support” as defined in the Agreement and references to our “website” include as applicable any “Website” defined in the Agreement or hosted by Sage;
<b>Monthly Subscription</b>	payment of the Subscription Fee for a 12 Month Subscription on a monthly basis in accordance with clause 10.2.1;	<b>Software</b>	the provision by us to you of the software as more particularly described in the Documentation;
<b>Personal Data</b>	any information relating to an identified or identifiable natural person;	<b>Subscription Fees</b>	the subscription fees payable by your Sage Partner to us (or by you to us as provided in clause 10), at the agreed intervals for the Service (together with any Upgrades which are chargeable) as set out in the Documentation;
<b>Privacy Notice</b>	Sage’s privacy notice posted on <a href="http://www.sage.com">www.sage.com</a> (or such other URL as Sage may notify to you) and which may be amended by Sage from time to time. It is your responsibility to check for updates to the Privacy Notice but we will notify you of any significant changes;	<b>Supervisory Authority</b>	means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data;
<b>Processing</b>	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;	<b>Support</b>	the support services package provided by us or your Sage Partner, as described in the Documentation;
<b>Price List</b>	our list of prices to be paid in relation to the Service;	<b>Third Party Provider</b>	a provider of Third Party Services;
<b>Renewal Term</b>	a period of 12 consecutive months commencing with effect from the anniversary of the Effective Date and each consecutive period of 12 months thereafter during the term of this Agreement;	<b>Third Party Services</b>	any product (e.g. software, cloud services, or forms), tool (e.g. integration or development tools) or service (e.g. implementation, configuration, development or accounting);
<b>Sage Partner</b>	any accredited partner or Sage approved reseller, distributor or dealer from whom you may purchase the Service;	<b>Updates</b>	a permanent fix to a known problem in the Product or due to a change to legislation released by us from time to time;
<b>Service(s)</b>	the Sage CRM software and/or package	<b>Upgrades</b>	a major revision to the Product which adds new or different functions or capabilities released by us from time to time which is either: (a) released by us free of charge, or (b) offered for purchase in the normal course of our business;
		<b>Users</b>	an individual who is authorised to use the Service, for whom you have purchased a subscription, and who has

been supplied with a user identification and password by you (or by Sage at your request). Users may include your employees, agents, contractors and advisers that are permitted to access the Service 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;

**Termination Date** the beginning of the calendar month following the date you, or your Sage Partner, serves notice upon us in accordance with clause 15.1;

**Website** [www.sage.com](http://www.sage.com);

**“us” “we” “our” “Sage”** 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, 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: Number One Central Park Leopardstown, Dublin 18, Ireland) if you purchase your licence to use the Software in the Republic of Ireland; and

**“you” “your”** the customer who subscribes for the Service.

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

## 2. The Product

- 2.1. As part of your subscription, we grant a non-exclusive non-transferable licence to you to use the object code of the Product in accordance with this Agreement and the Documentation. 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. You must not use or try to use the Product in any way which we have not permitted.
- 2.2. To activate the Product, you may need to enter a licence key which we provide. We will provide the foregoing to you or otherwise your Sage Partner will provide these details to you (as applicable) and for all other Products your Sage Partner will

provide these details to you following receipt of registration information from you. This is also in consideration of full payment for your licence for the licence term.

2.3. You agree to use the Product strictly in accordance with this Agreement. Except to the extent permitted by law, you must not:

- 2.3.1. change the Product, take it apart or permit others to do so without our permission;
- 2.3.2. save as otherwise set out in this Agreement, copy any part of the Product or allow anyone else to do so, except this clause does not limit, however, your ability to take multiple copies of your Customer Data (which we encourage you to do); or
- 2.3.3. use or copy (no matter how much is copied) the whole or any part of the Product or the Portal's graphical user interface, operating logic or underlying database structure for incorporation into or the development of any software or other product or technology.

2.4. If you use the Product outside of the UK or Republic of Ireland, you need to make sure you comply with any applicable legal and legislative requirements.

2.5. The Product may include technology that enables us to:

- 2.5.1. ensure no more than the specified number of Users can use the Product at any one time;
- 2.5.2. check specific information directly relevant to your use of the Product contained in your computer against our records to make sure the Product is being used in accordance with this Agreement and to troubleshoot any problems;
- 2.5.3. collect information about how you and your Users use the functions of the features of the Product; and/or
- 2.5.4. gather statistical information about the operating system and environment on which the Product is installed.

2.6. By accepting this Agreement you are giving us your informed consent to use this information for our own business purposes and in accordance with our Data Protection Addendum and Privacy Notice.

2.7. With the Product you may receive Third Party Services. If so, you agree to comply with any licence agreement which accompanies that Third Party Service or any applicable terms and conditions of service. If there is no licence agreement with the Third Party Service, this Agreement shall apply to your use of the Third Party Service. You also agree to comply with any other requirements about using the Third Party Service which we tell you about from time to time. The owners of the Third Party Service keep all relevant rights (including Intellectual Property Rights) and ownership in the Third Party Service and all copies of it. We do not provide support to any Third Party Services.

## 3. Licence Parameters

3.1. The number of Users that can use the Service will depend on the type of Software licence you have bought. Only Users can utilise the Service. You must not allow any other person or organisation to use the Service, except where you have paid the appropriate Subscription Fees for your Group Companies. You can reduce the number of Users who can use the Service at any one time by notifying us or your Sage Partner, but if you do this you will not be entitled to a refund. Changes will take effect from the date we or your Sage Partner processes the requested changes. If you add new Users, a pro-rated charge for the current calendar month will be applied to the following calendar months invoice for the

#### Subscription Fees.

- 3.2. We licence our Software for use by either a 'single user' or 'multiple users' as described below:
  - 3.2.1. If you have bought a 'single-user' licence, only one (1) person can use the Software and you can only install the Software on one (1) computer.
  - 3.2.2. If you have bought a 'multi-user' licence (sometimes called a 'concurrent user licence' in the Documentation), up to the number of Users we or your Sage Partner specifies (for example in your invoice) can use the Service 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 User's place of work and on a computer for use by the same User when they are not at their place of work. If this applies to the Software licence you have bought, this will be included in your Documentation.

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 Service. We (or your Sage Partner) will let you know if your use of the Service is limited to specific named Users before you purchase the Software licence. Only those named Users are allowed to use the Service. The Service includes a security feature which makes sure that no more than the specified number of Users can use the Service. The Service can only be used on one (1) Installation.

- 3.3. Installations and workstations. If we (or your Sage Partner) have told you that the Service may only be used on a specified number of Installations then you may only install and use the Service on that specific number of computers. You may not transfer the Service to a different computer after it has been installed on a specific computer unless we tell you otherwise.
- 3.4. Company Use. If we have told you that you can only use the Service for a specified number of Group Companies at the same time or as part of connected software, (including, but not limited to, Sage 200), then you may only use the Service for up to that number of Group Companies. If you want to use the Service for more Group Companies, then you must buy an additional licence for each additional Group Company.

#### 4. The Support Services

- 4.1. As part of your subscription Support will be provided by your Sage Partner (as confirmed to you by Sage), and for all other services, Support will be provided by your Sage Partner in accordance with the relevant contractual arrangements between the Sage Partner and us which includes providing Updates and Upgrades at such times as we may determine in our absolute discretion.
- 4.2. We do not provide Support for problems:
  - 4.2.1. caused by using the Service in any way not described in the Documentation (for example making direct changes to the Service's database); and
  - 4.2.2. which do not directly relate to the performance of the Service itself, for example problems which relate to: (a) the administration and maintenance of a computer system or network; or (b) the way in which the Service was set up by your Sage Partner.
- 4.3. At our absolute discretion, we may provide technical support for

the Product in a virtualised Windows environment provided the environment is running a version of Windows that we support. It is not practical or feasible for Sage to test the Product on all virtualised platforms, however, and if you use the Product in this way you do so at your own risk. We may require issues to be reproduced in a standard (non-virtualised) environment by you or your Sage Partner and any defects relating to the running of the Product in a virtualised environment would not be addressed by us.

#### 5. On Premise Solution – This clause only applies where you have purchased the On Premise Solution from us.

- 5.1. We licence and allow certain Sage Partners to provide the Service to you using a hosting environment. By hosting environment we mean software installed on our own (or our authorised Sage Partner's) computers that your Users may access and use through the internet. If we (or your Sage Partner) told you that you can licence the Service in this way, you are responsible for maintaining your own access to the internet to allow your Users to access the Service. You also agree that due to the nature of using the Service in this way there may be times when your Users are unable to access and use the Service (for example due to maintenance or circumstances beyond our control). Separate agreements may also relate to our Service where it is provided to you via a hosting environment and your use of the Service 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 Sage Partner to access our Service using its hosting environment, then your Sage Partner (not us) is fully responsible for your access or inability to access our Service in this way and any related services that it provides.
- 5.2. You may let a Third Party Provider install the Product so that they can provide Third Party Services to you using your copy of the Product, so long as: (a) you do not install it as well; and (b) the Third Party Provider has confirmed to you in writing that it will comply with this Agreement, in particular that it will only provide and manage access to your Users and not use it for any other purpose. If you do let someone else install the Product in this way, you remain responsible to us for your and their compliance with this Agreement. You should be aware that we have not tested the Product for use other than directly by you in accordance with our operating instructions.
- 5.3. We encourage you to take back up copies of Customer Data but you should not make a back-up copy of the Product unless you have purchased a disaster recovery licence from us.
- 5.4. Your subscription includes an entitlement to Updates and the Upgrades we issue free of charge from time to time and make available to Sage Partners via our Website or MySage. For those Upgrades which are chargeable, any fees for those Upgrades will be chargeable separately and will be payable to us by your Sage Partner in accordance with clause 10 below. You should discuss and agree implementation of Updates and all Upgrades with your Sage Partner. Any implementation of an Upgrade should be performed by your Sage Partner, the terms and conditions for which should be agreed separately between you and your Sage Partner.

#### 6. Data Protection

- 6.1. Each party will abide by the terms of the Data Protection

Addendum.

## 7. Third Party Providers

- 7.1. You acknowledge that you may purchase and/or otherwise obtain selected Third Party Services which integrate with the Service and acknowledge that the Service may enable or assist you to submit data to, access the website content of, correspond with, and/or purchase Third Party Services from Third Party Provider websites and/or interfaces and that you do so solely at your own risk. We make no warranty, promise, guarantee, representation or other commitment and will have no liability or obligation whatsoever in relation to your use of any such Third Party Services or in relation to your submission of data, content or your use of, or your correspondence with, any such Third Party Provider websites and/or interfaces, any transactions you complete, or any contract you enter into, with any such Third Party Provider. Any contract entered into and any transaction completed via any Third Party Provider website and/or interface is between you and the relevant Third Party Provider, and not us. We recommend that you refer to the Third Party Provider's terms and conditions prior to using the relevant Third Party Provider website and/or interface or purchasing and/or otherwise obtaining any Third Party Services. We do not endorse or approve any Third Party Services, website and/or interface, nor the content of any of the Third Party Provider website and/or interface made available via the Service. We have no obligation to provide support for any Third Party Services and do not guarantee the initial or continuing interoperability of the Service with any Third Party Services.

## 8. Your Obligations

- 8.1. You agree to:
- 8.1.1. pay the Subscription Fee or any other applicable fees to us or the Sage Partner when due in accordance with the terms of this Agreement;
  - 8.1.2. provide us with:
    - 8.1.2.1. all necessary co-operation in relation to this Agreement;
    - 8.1.2.2. all necessary access to such information as we may reasonably require in order to provide the Service or perform our obligations in relation to this Agreement, including but not limited to Customer Data, security access information and configuration services; and
    - 8.1.2.3. without prejudice to the generality of clause 8.1.2.2 above, all information as we or a Sage Partner may reasonably request in connection with the Users and/or those organisations who are using or who intend to use the Service (including your business and the business of your Group Companies) to verify compliance with this Agreement.
  - 8.1.3. comply with all applicable laws and regulations in respect of your activities under this Agreement;
  - 8.1.4. 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 Service as a result of any third party act or omission;
  - 8.1.5. ensure that the Users use the Service in accordance with this Agreement and you will be responsible for any User's breach of this Agreement;
  - 8.1.6. notify us in writing of any defect or alleged defect in the Service within five (5) days of the date you become aware of it; and

- 8.1.7. ensure that your network and systems comply with the systems requirements publicised by us from time to time.

## 9. Our Obligations and Guarantees

- 9.1. We warrant that the Service will perform substantially in accordance with the Documentation (where utilised in accordance with our operating instructions) and will be provided with reasonable care and skill. This warranty only applies so long as you use the Service in accordance with our operating instructions (for example, the Documentation).
- 9.2. We do not warrant that your use of the Service will be uninterrupted or error-free, or that the Service, Documentation and/or the information obtained by you through the Service will meet your requirements or produce particular outcomes or results (irrespective of whether you informed us or a Sage Partner about how you intend to use the Service at the point of purchase).
- 9.3. We 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 Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 10. Charges and Payment

- 10.1. Except for any and all Subscription Fees for the Product which shall either be payable directly by you to us or by your Sage Partner (as agreed with Sage on purchase of the Product) and without prejudice to clause 10.2 below, for all other Products, the Sage Partner is responsible for paying all Subscription Fees to us on your behalf. Subscription Fees may fluctuate depending on changes in the Modules you subscribe for, User numbers, and your usage of the Service. Subscription Fees for the 12 Month Subscription may increase upon each applicable Renewal Term in accordance with clause 10.4. For the purposes of clause 15.4.1 failure to pay the Subscription Fees when due constitutes a material breach of this Agreement.
- 10.2. The following payment terms shall apply (whether paid by the Sage Partner or by you) for your Product:
  - 10.2.1. if your Services are connected to Sage 200, the subscription shall be paid either: (i) as a Monthly Subscription; or (ii) paid in full as one (1) upfront payment (being all 12 consecutive months paid upfront in full in the case of a 12 Month Subscription; or
  - 10.2.2. if you have purchased Sage CRM as a standalone Service, the subscription must be paid in full as one (1) upfront payment.
- 10.3. Clauses 10.2.1 and 10.2.2 shall be subject to such discounts as we may in our sole discretion apply. All payments shall be made in full via direct debit (whether or not such payment is made by you or your Sage Partner) unless we advise otherwise in writing. Any Modules added to a 12 Month Subscription will be payable in the same way as the subscription selected under clause 10.2.1(i) or clause 10.2.1(ii) pro-rated for the remainder of the applicable subscription term.
- 10.4. Without prejudice to clause 10.7, we reserve the right to increase the Subscription Fees payable for the Products (including any Modules) under a 12 Month Subscription upon the commencement of each Renewal Term. We will use our

reasonable endeavours to give reasonable notice of the date of commencement of the Renewal Term to your Sage Partner or directly to you and the amount by which the Subscription Fees shall increase upon the Renewal Term (if a price increase applies).

10.5. If we have not received payment of the applicable Subscription Fees 30 days after the date of invoice from you in respect of the Product or from your Sage Partner in respect of all other Products (as applicable), or have received notification from your Sage Partner of your non-payment of the same, without prejudice to our other rights of remedies:

10.5.1. we may, without liability to you, disable your password, account and access to all or part of the Service or disable certain functionality and we will be under no obligation to provide any or all of the Service to you whilst the invoice(s) concerned remain unpaid;

10.5.2. contact you directly to discuss payment of outstanding invoice(s) and transfer to another Sage Partner; and

10.5.3. interest will accrue on such overdue amounts at an annual rate equal to 4% over the then current base lending rate of The Bank of England at the date the relevant invoice was issued for invoices in Pounds Sterling and 4% over the then current base rate at the date the relevant invoice was issued for invoices in Euros, commencing on the date of invoice and continuing until fully paid, whether before or after judgment.

10.6. All amounts and fees stated or referred to in this Agreement are:

10.6.1. payable in pounds sterling if you subscribe to the Service in the United Kingdom or Euros if you subscribe to the Service in the Republic of Ireland;

10.6.2. subject to clause 14.1 non-cancellable and non-refundable; and

10.6.3. exclusive of value added tax (or applicable sales tax) which will be added to our invoices at the appropriate rate.

10.7. Except where clause 10.4 applies, we will be entitled to increase the Subscription Fees reasonable written notice to your Sage Partner to take effect on your next payment date following the expiry of the notice period. Where the increase to the Subscription Fees exceeds ten percent (10%), we will provide at least 90 days' written notice. This clause 10.7 will apply also to all Monthly Subscriptions subscribed to under clause 10.2.1 and the increase to the Subscription fees will take effect upon the commencement of that Renewal Term.

## 11. Proprietary Rights

11.1. You acknowledge and agree that we and/or our licensors own all Intellectual Property Rights in the Service and the Documentation. Except as expressly stated, this Agreement does not grant to you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade-marks (whether registered or unregistered), or any other rights or licences in respect of the Service or the Documentation and any copies made by you.

11.2. We confirm that we have all the rights in relation to the Service and the Documentation that are necessary to grant you the rights under and in accordance with the terms of this Agreement.

## 12. Confidentiality

12.1. 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:

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

12.1.2. was in your or our lawful possession before the disclosure;

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

12.1.4. is independently developed by the receiving party without access to the Confidential Information and which can be shown by written evidence; or

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

12.2. 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.

12.3. 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.

12.4. This clause 12 will survive termination of this Agreement, however arising.

## 13. Indemnity

13.1. 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 Service, provided that:

13.1.1. we give you prompt notice of any such claim;

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

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

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

13.1.4.1. you give us prompt notice of any such claim;

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

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

13.2. In the defence or settlement of any claim, we may procure the right for you to continue using the Service, replace or modify the Service 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.

13.3. 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:

- 13.3.1. a modification of the Service by anyone other than us;
  - 13.3.2. your use of the Service in a manner contrary to the instructions given to you by us; or
  - 13.3.3. your use of the Service after notice of the alleged or actual infringement from us or any appropriate authority.
- 13.4. 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.
- 13.5. In the event that you wish to bring a claim or other civil proceeding arising out of or in connection with this Agreement that also involves any of your Group Companies, you represent and warrant to us that the involvement of any of your Group Companies in such a claim or proceeding shall not give rise to any increase in or multiplication of any cap placed on our liability.

#### 14. Limitation of Liability

- 14.1. This clause 14 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
- 14.1.1. arising under or in connection with this Agreement;
  - 14.1.2. in respect of any use made by you of the Service and Documentation or any part of them; and
  - 14.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 14.2. Except as expressly and specifically provided in this Agreement:
- 14.2.1. you assume sole responsibility for results obtained from the use of the Service by you, and for conclusions drawn from such use; and
  - 14.2.2. 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.
- 14.3. Nothing in this Agreement excludes our liability for:
- 14.3.1. death or personal injury caused by our negligence;
  - 14.3.2. fraud or fraudulent misrepresentation; or
  - 14.3.3. any other matter we cannot limit or exclude under applicable law.
- 14.4. Subject to clause 14.2 and clause 14.3, we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
- 14.4.1. 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
  - 14.4.2. 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
  - 14.4.3. our total aggregate liability in contract (including in respect of the indemnity at clause 13.2), tort (including

negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to the total Subscription Fees paid to us by you or received by us on your behalf from a Sage Partner in the 12 calendar months immediately preceding the date on which the claim arose.

14.5. You agree that the limitations set out in this clause 14 and restrictions in this Agreement are reasonable because they reflect the fact that:

- 14.5.1. we cannot control how and for what purpose you use our Service;
- 14.5.2. we have not developed the Service specifically for you; and
- 14.5.3. although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Product or provision of Support.

#### 15. Term and Termination

- 15.1. This Agreement will, unless otherwise terminated in accordance with this Agreement or as provided in this clause 15, continue until either:
- 15.1.1. we receive written notice from your Sage Partner (or you if you subscribe directly) to terminate this Agreement on your behalf (such notice to take effect on the Termination Date); or
  - 15.1.2. we serve not less than 6 months' written notice on you, such notice to expire at any time.
- 15.2. Where you use Sage 200 and Sage CRM and your Sage 200 subscription is terminated, your pricing for Sage CRM will revert to the then current pricing. Your licence to use Microsoft SQL with the Product shall automatically terminate upon the termination or expiry of this Agreement, and you shall not be entitled to a refund of any prepaid fees in respect of Microsoft SQL.
- 15.3. Each 12 Month Subscription shall renew automatically for a Renewal Term. In accordance with clause 10.4, we will use our reasonable endeavours to give 90 days' notice in writing of the date of commencement of each Renewal Term to your Sage Partner (or you if you subscribe directly) unless you give us 30 days' notice in writing to expire no earlier than the last day of your 12 Month Subscription (or any Renewal Term (as the case may be)). You or your Sage Partner must pay all sums due to us under this Agreement up to and including the date of termination and any Subscription Fees paid in advance will not be refunded.
- 15.4. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement (in whole or in part) immediately without liability to the other if:
- 15.4.1. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
  - 15.4.2. an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party;

- 15.4.3. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or any arrangements are made or notices are served pursuant to the Personal Insolvency Act 2012;
- 15.4.4. a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets;
- 15.4.5. the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 15.4.6. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

## 16. Effect of Termination

- 16.1. On termination of this Agreement for any reason:
  - 16.1.1. all licences granted under this Agreement will immediately terminate and you will uninstall the Product and cease use of the Service. If requested by us, you will return all copies of the Product and certify in writing your compliance with this clause 16;
  - 16.1.2. each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and
  - 16.1.3. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, will not be affected or prejudiced.
- 16.2. No matter how this Agreement ends, your Customer Data remains your data and Sage cannot access your Customer Data. Upon termination of this Agreement you should remove your Customer Data from the Services, you are entitled to extract Customer Data from the Services before the end of this Agreement. However, your failure to extract your Customer Data will not prevent this Agreement ending.
- 16.3. Nothing in this Agreement shall require us to return or destroy any documents and materials containing or based on the Customer Data that we are required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which we are subject, or as we may otherwise need to retain for our internal compliance or auditing procedures. The provisions of clause 12 shall continue to apply to any documents and materials retained by us pursuant to this clause 16.3.

## 17. Sanctions

- 17.1. Each party shall comply with all applicable laws, statutes, codes and regulations in relation to the Service, including applicable anti-bribery and anti-corruption laws, Data Protection Laws and tax evasion laws. The Service may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and any Group Company is not named on

any U.S. government denied persons list (or equivalent targeted sanctions list) and that it and any Group Company is not owned or controlled by a politically exposed person. You shall be obliged to notify Sage if, during the Term, you become named on any U.S. government denied persons list (or equivalent targeted sanctions list) or you become owned or controlled by a politically exposed person. In the event that these circumstances arise, Sage shall be entitled to terminate this Agreement immediately on written notice to you. You shall not permit Users to access or use the Service in a US embargoed country or in violation of any U.S., UK or EU export law or regulation or in any Restricted Territories. **"Restricted Territories"** means (i) Cuba, Iran, North Korea, Syria and the territory of Crimea / Sevastopol / Donetsk / Luhansk, and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the U.S (iii) any other country or territory that becomes subject to sanctions by the United Kingdom, the European Union, or the U.S after the Effective Date. 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 section. In the event that this section is breached, Sage shall have a right to terminate this Agreement immediately on written notice to you.

- 17.2. Without prejudice to the generality of clause 17.1, in the event that Sage has grounds to suspect you (or any of your Users) are using and/or accessing the Service in violation of this clause 17, you shall provide Sage with full cooperation and assistance in respect of your use or access of the Service and of your compliance with this clause 17.
- 17.3. You shall indemnify and keep indemnified Sage against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Sage or any Sage Affiliate as a result of your (or your Users) breach of this clause 17.

## 18. General Terms

- 18.1. If you have purchased a licence which allows your Group Companies to use the Product, you will ensure that those Group Companies are notified of and understand their rights and obligations in respect of the Product and you shall ensure that all your Group Companies use the Product in accordance with the terms of this Agreement. You understand and agree that any act or omission of your Group Companies shall be deemed to be your act or omission and that you shall have in place appropriate measures including, but not limited to, organisational and technical measures to ensure that your Group Companies are aware of any comply with the terms of this Agreement. If you become aware of any breach of the provisions of this Agreement by you or your Group Companies you must notify us immediately in writing of the breach and you must, at your own cost, take any corrective action as directed by us.
- 18.2. Save as provided in clause 15.1, any notice required to be given under this Agreement will be sent by email to us by your Sage Partner at [mmdcontracts@sage.com](mailto:mmdcontracts@sage.com) or to you at the email address you provide to your Sage Partner at the point of registration. Notices will be deemed to have been received on successful transmission of such emails.
- 18.3. We will not be liable to you for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond our reasonable control, provided that if any period of failure or delay continues for more than 60 days you will be

entitled to terminate this Agreement by notice in writing to us.

- 18.4. If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 18.5. Any failure by us to enforce any of the terms of this Agreement will not be construed as a waiver of our rights and remedies which are cumulative and are not exclusive of any rights and remedies provided by law.
- 18.6. This Agreement and all up to date Documentation constitute the entire agreement between you and us relating to the Service, and replaces all documents, information and other communications (whether spoken or written) between us on this subject. We both acknowledge and agree that in entering into this Agreement neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 18.7. This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part (including any free trial)) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this Agreement at any time without your consent.
- 18.8. Nothing in this Agreement is intended to or will operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.9. Sage Partners are independent of us and not appointed or authorised by us as our employee, agent or subcontractor. These businesses have no authority (either explicit or implied) to enter into contract or grant any licence or provide any representation, warranty, condition or guarantee with or to you on our behalf, or otherwise commit us to any obligations. We are not responsible for any modifications or mergers made to the Product by any Sage Partners or any third parties and we are not obliged to provide Support for such.
- 18.10. As we are part of a group of companies, our parent company The Sage Group plc may enforce the terms of this Agreement. Otherwise, a person who is not a party to this Agreement has no right to enforce any term of it, unless explicitly specified otherwise in this Agreement. This means that, save as otherwise specified, only us, you and The Sage Group plc can enforce the rights set out in this Agreement.
- 18.11. If you subscribe to the Service in the United Kingdom, this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and we both agree that the English courts will be the only courts that can decide on legal disputes or claims about this Agreement. If you

subscribe to the Service in the Republic of Ireland, this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of Ireland and we both agree that the Irish courts will be the only courts that can decide on legal disputes or claims about this Agreement.

**PART B – SAGE CRM TERMS AND CONDITIONS FOR ON PREMISE FIXED TERM INSTALLATIONS (EXISTING CUSTOMERS ONLY)**

Your use of the Service is subject to these terms and conditions and the documents we refer to (as updated by us from time to time) which form a legally binding contract between you and us (the “**Agreement**”). You should read this Agreement carefully in full before installing, accessing or using our Service. 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 Service. If you don't accept this Agreement, you should contact us or the Sage Partner that you purchased your Software from immediately and not install, access or use the Service in any way. Where an individual accepts this Agreement on behalf of a company or other legal entity, that individual represents that they have the authority to bind such entity and its Group Companies (as appropriate) to the terms of this Agreement.

Part B shall apply to customers who purchased Sage CRM before 01/04/2021 and did not select the subscription licence. If you purchased prior to this date or transferred from Sage 200 CRM you should speak to your partner to find out which licence was purchased.

We may update this Agreement at any time. The most recent version of this Agreement can be accessed on the Legal pages of our Website. We will make reasonable efforts to communicate any changes to you via a notification in the Service 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 Service.

**1. Definitions**

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

<b>Affiliate</b>	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;
<b>Confidential Information</b>	information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 12 including without limitation Customer Data;
<b>Customer Data</b>	the data, information or material provided, inputted, or submitted by you or on your behalf into the Services, or shared with Sage by any means, which may include Personal Data and data relating to Users, your customers, suppliers, contacts, employees or other third parties;
<b>Data Controller</b>	has the meaning of controller as set out in the GDPR;
<b>Data Processor</b>	has the meaning of processor as set out in the GDPR;
<b>Data Protection Laws</b>	all applicable UK and EU laws and regulations governing the use or processing of Personal Data, including the General Data Protection Regulation (EU) 2016/679 and member state laws,

the UKGDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time;

<b>Data Protection Addendum</b>	the data protection addendum available at <a href="https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/">https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/</a> as may be amended from time to time which, together with this Agreement, comprise the Agreement and form your instructions to us as Data Processor;
<b>Documentation</b>	the documentation and information made available to you by us (for example our invoices, information on our Website, technical and user guides including guidance as to minimum system requirements) or a Sage Partner from time to time which describe the Service, Fees, payment and user instructions, but excluding marketing literature;
<b>Effective Date</b>	the date you accept the Agreement in one of the ways set out above;
<b>Fees</b>	the fees payable by your Sage Partner to us (or by you to us as provided in clause 10), at the agreed intervals for the Service (together with any Upgrades which are chargeable) as set out in the Documentation;
<b>Fixed Period</b>	<b>Term</b> in respect of a fixed term licence, 12 calendar months (as confirmed in the Documentation) from and including the Effective Date or any Renewal Date;
<b>GDPR</b>	the UK and EU General Data Protection Regulation as applicable;
<b>Group</b>	in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;
<b>Group Company</b>	in relation to a company, any member of its Group;
<b>Installation</b>	a deployment of the Product based on the user count and number of installations your licence permits;
<b>Intellectual Property Rights</b>	rights recognised by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), mask work rights, trade secret rights, trademarks, service marks, know-how and domain name rights;
<b>Licence Period</b>	The length of time for which you may use the Service, from and including the Effective Date, which shall be in the case of fixed term licence, the Fixed Term Period;
<b>Personal Data</b>	any information relating to an identified or identifiable natural person;

<b>Privacy Notice</b>	Sage's privacy notice posted on <a href="http://www.sage.com">www.sage.com</a> (or such other URL as Sage may notify to you) and which may be amended by Sage from time to time. It is your responsibility to check for updates to the Privacy Notice but we will notify you of any significant changes;	Product or due to a change to legislation released by us from time to time;
<b>Processing</b>	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;	<b>Upgrades</b> a major revision to the Product which adds new or different functions or capabilities released by us from time to time which is either: (a) released by us free of charge, or (b) offered for purchase in the normal course of our business;
<b>Price List</b>	our list of prices to be paid in relation to the Service;	<b>Users</b> an individual who is authorised to use the Service, and who has been supplied with a user identification and password by you (or by Sage at your request). Users may include your employees, agents, contractors and advisers that are permitted to access the Service 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;
<b>Renewal Term</b>	a period of 12 consecutive months commencing with effect from the anniversary of the Effective Date and each consecutive period of 12 months thereafter during the term of this Agreement;	<b>Termination Date</b> the beginning of the calendar month following the date you, or your Sage Partner, serves notice upon us in accordance with clause 15.1;
<b>Sage Partner</b>	any accredited partner or Sage approved reseller, distributor or dealer from whom you may purchase the Service;	<b>Website</b> <a href="http://www.sage.com">www.sage.com</a> ;
<b>Service(s)</b>	the Sage CRM software and/or package comprised of a user licence entitlement as described in the Documentation that you procure from us under this Agreement (including any modifications, enhancements, Updates, Upgrades, revisions, patches and fixes thereto), but excluding Third-Party Services. References to "Services" include as applicable any "Apps", "Cloud Solution Services", "Development", "Module", "Product", "Product Improvement", "Program", "Service", "Software", "Solution" or "Support" as defined in the Agreement and references to our "website" include as applicable any "Website" defined in the Agreement or hosted by Sage;	<b>"us" "we" "our" "Sage"</b> 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, 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: Number One Central Park Leopardstown, Dublin 18, Ireland) if you purchase your licence to use the Software in the Republic of Ireland; and
<b>Software</b>	the provision by us to you of the software as more particularly described in the Documentation;	<b>"you" "your"</b> the customer who subscribes for the Service.
<b>Supervisory Authority</b>	means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data;	1.2. A reference to a statute, statutory provision or subordinate legislation in this Agreement is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts. Words of a technical nature which are not defined in this Agreement shall be construed in accordance with the relevant general usage in the computer software industry in the United Kingdom and Republic of Ireland.
<b>Support</b>	the support services package provided by us or your Sage Partner, as described in the Documentation;	<b>2. The Product</b>
<b>Third Provider Party</b>	a provider of Third Party Services;	2.1. We grant a non-exclusive non-transferable licence to you to use the object code of the Software in accordance with this Agreement and the Documentation. You must not use or try to use the Product in any way which we have not permitted.
<b>Third Services Party</b>	any product (e.g. software, cloud services, or forms), tool (e.g. integration or development tools) or service (e.g. implementation, configuration, development or accounting);	2.2. To activate the Product initially and on each Renewal Term (where applicable) you may need to enter an activation code and/or your Customer Account Number and Serial Number. Your Sage Partner will provide these details to you following receipt of a signed copy of your registration information. You acknowledge and agree that your Sage Partner may transfer this information to us and we will use it in accordance with clause 6 of this Agreement.
<b>Updates</b>	a permanent fix to a known problem in the	

2.3. You agree to use the Product strictly in accordance with this Agreement. Except to the extent permitted by law, you must not:

- 2.3.1. change the Product, take it apart or permit others to do so without our permission;
- 2.3.2. save as otherwise set out in this Agreement, copy any part of the Product or allow anyone else to do so, except this clause does not limit, however, your ability to take multiple copies of your Customer Data (which we encourage you to do) or to take a back-up copy of the software for security purposes. If you require a copy of the Product for back-up or disaster recovery purposes you must acquire a separate disaster recovery licence from us; or
- 2.3.3. use or copy (no matter how much is copied) the whole or any part of the Product, operating logic or underlying database structure for incorporation into or the development of any software or other product or technology.

2.4. If you use the Product outside of the UK or Republic of Ireland, you need to make sure you comply with any applicable legal and legislative requirements.

2.5. The Product may include technology that enables us to:

- 2.5.1. ensure no more than the specified number of Users can use the Product at any one time;
- 2.5.2. check specific information directly relevant to your use of the Product contained in your computer against our records to make sure the Product is being used in accordance with this Agreement and to troubleshoot any problems;
- 2.5.3. collect information about how you and your Users use the functions or the features of the Product;
- 2.5.4. gather statistical information about the operating system and environment on which the Product is installed;

2.6. By accepting this Agreement you are giving us your informed consent to use this information for our own business purposes and in accordance with our Privacy Notice.

2.7. With the Product you may receive Third Party Services. If so, you agree to comply with any licence agreement which accompanies that Third Party Service or any applicable terms and conditions of service. If there is no licence agreement with the Third Party Service, this Agreement shall apply to your use of the Third Party Service. You also agree to comply with any other requirements about using the Third Party Service which we tell you about from time to time. The owners of the Third Party Service keep all relevant rights (including Intellectual Property Rights) and ownership in the Third Party Service and all copies of it. We do not provide support to any Third Party Services.

### 3. Licence Parameters

3.1. The number of Users that can use the Service will depend on the type of Software licence you have bought. Only Users can utilise the Service. You must not allow any other person or organisation to use the Service, except where you have paid the appropriate Fees for your Group Companies. You can reduce the number of Users who can use the Service at any one time by notifying us or your Sage Partner, but if you do this you will not be entitled to a refund. Changes will take effect from the date we or your Sage Partner processes the requested changes. If you add new Users, a pro-rated charge for the current calendar month will be applied to the following calendar months invoice for the Fees.

3.2. We licence our Software for use by either a 'single user' or

'multiple users' as described below:

- 3.2.1. If you have bought a 'single-user' licence, only one (1) person can use the Software and you can only install the Software on one (1) computer.
- 3.2.2. If you have bought a 'multi-user' licence (sometimes called a 'concurrent user licence' in the Documentation), up to the number of Users we or your Sage Partner specifies (for example in your invoice) can use the Service 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 User's place of work and on a computer for use by the same User when they are not at their place of work. If this applies to the Software licence you have bought, this will be included in your Documentation.

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 Service. We (or your Sage Partner) will let you know if your use of the Service is limited to specific named Users before you purchase the Software licence. Only those named Users are allowed to use the Service. The Service includes a security feature which makes sure that no more than the specified number of Users can use the Service. The Service can only be used on one (1) Installation.

3.3. Installations and workstations. If we (or your Sage Partner) have told you that the Service may only be used on a specified number of Installations then you may only install and use the Service on that specific number of computers. You may not transfer the Service to a different computer after it has been installed on a specific computer unless we tell you otherwise.

3.4. Company Use. If we have told you that you can only use the Service for a specified number of Group Companies at the same time or as part of connected software, (including, but not limited to, Sage 200), then you may only use the Service for up to that number of Group Companies. If you want to use the Service for more Group Companies, then you must buy an additional licence for each additional Group Company.

3.5. The Product must only be used:

- 3.5.1. for your (and, provided you have paid the relevant fees, your Group Company's) legitimate internal business purposes with your own information or the demonstration data supplied with the Product;
- 3.5.2. for the number of Users (whether named or concurrent) as set out in the Documentation (you must not allow any other person or organisation to use the Product). You understand and agree that the number of Users may differ per Module;
- 3.5.3. on one computer if your licence is for a single user; and
- 3.5.4. on one Installation, provided that you may use the Product on a network.

3.6. You can change the number of Users permitted to access a Module or purchase additional Modules at any time by contacting your Sage Partner. If you cancel a Module or reduce the number of Users you will not be entitled to a refund but your Fees will be reduced with effect from your next Renewal Term.

### 4. The Support Services

4.1. Support may be provided by your Sage Partner or by Sage (as confirmed to you by Sage) for a fee, and for all other services, Support will be provided by your Sage Partner in accordance

with the relevant contractual arrangements between the Sage Partner and us which includes providing Updates and Upgrades at such times as we may determine in our absolute discretion. If you do not pay for Support or are not using a supported version of the Software, you will not receive Support during the Licence Period.

4.2. We do not provide Support for problems:

- 4.2.1. caused by using the Service in any way not described in the Documentation (for example making direct changes to the Service's database); and
- 4.2.2. which do not directly relate to the performance of the Service itself, for example problems which relate to: (a) the administration and maintenance of a computer system or network; or (b) the way in which the Service was set up by your Sage Partner.

4.3. At our absolute discretion, we may provide technical support for the Product in a virtualised Windows environment provided the environment is running a version of Windows that we support. It is not practical or feasible for Sage to test the Product on all virtualised platforms, however, and if you use the Product in this way you do so at your own risk. We may require issues to be reproduced in a standard (non-virtualised) environment by you or your Sage Partner and any defects relating to the running of the Product in a virtualised environment would not be addressed by us.

4.4. We reserve the right to discontinue the provision of support and/or maintenance of the Service (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.

## 5. The Services

5.1. Where you have purchased a perpetual licence you may purchase a Service offering where agreed with us, however you will not automatically receive any Updates and Upgrades and continued use of the software without a Service offering will be at your own risk.

5.2. There are various different Service packages available and your entitlement will be set out in the Documentation. We will invoice your Sage Partner at the point of order for new customers or where you have purchased a fixed term licence, 30 days before your next Renewal Term for the Fees relating to your Service for the next Fixed Term Period.

5.3. You can only downgrade your Service package on your first Renewal Term or, thereafter, after you have used the Service package level for a minimum period of 12 calendar months, and you will not be entitled to a refund of Fees paid.

5.4. As part of your Service package you may be granted access to services or licenses for products/additional users (provided by Sage or third parties) that are subject to separate terms and conditions (for example, the Sage Business Community) and user parameters. In the case of conflict, the terms and condition that accompany and apply to a particular service or product take precedence over these terms and conditions in relation to your use of that service or product only and you must adhere to the user parameters specified for that particular service or product offering. If your Service offering entitles you to a discount on Sage purchases through your Sage Partner, this discount cannot be used in conjunction with any special offers we are running that apply for a limited time only.

5.5. You may be invited to events as part of your Service package at our premises or third party locations. You are responsible for all travel and incidental costs incurred by you to attend such events and must adhere to our instructions regarding attendance including without limitation health and safety and security instructions. We reserve the right to restrict entry to events or ask individuals to leave if we deem such action necessary for the benefit of other attendees.

5.6. We may change the benefits available in Service packages at our discretion on reasonable notice provided that if this includes the removal of services that are material to a Service package you may terminate your use of a package on 30 days written notice and will be entitled to a pro-rated refund of any prepaid fees.

## 6. Data Protection

6.1. Each party will abide by the terms of the Data Protection Addendum.

## 7. Third Party Providers

7.1. You acknowledge that you may purchase and/or otherwise obtain selected Third Party Services which integrate with the Service and acknowledge that the Service may enable or assist you to submit data to, access the website content of, correspond with, and/or purchase Third Party Services from Third Party Provider websites and/or interfaces and that you do so solely at your own risk. We make no warranty, promise, guarantee, representation or other commitment and will have no liability or obligation whatsoever in relation to your use of any such Third Party Services or in relation to your submission of data, content or your use of, or your correspondence with, any such Third Party Provider websites and/or interfaces, any transactions you complete, or any contract you enter into, with any such Third Party Provider. Any contract entered into and any transaction completed via any Third Party Provider website and/or interface is between you and the relevant Third Party Provider, and not us. We recommend that you refer to the Third Party Provider's terms and conditions prior to using the relevant Third Party Provider website and/or interface or purchasing and/or otherwise obtaining any Third Party Services. We do not endorse or approve any Third Party Services, website and/or interface, nor the content of any of the Third Party Provider website and/or interface made available via the Service. We have no obligation to provide support for any Third Party Services and do not guarantee the initial or continuing interoperability of the Service with any Third Party Services.

## 8. Your Obligations

8.1. You agree to:

- 8.1.1. pay the Fee or any other applicable fees to us or the Sage Partner when due in accordance with the terms of this Agreement;
- 8.1.2. provide us with:
  - 8.1.2.1. all necessary co-operation in relation to this Agreement;
  - 8.1.2.2. all necessary access to such information as we may reasonably require in order to provide the Service or perform our obligations in relation to this Agreement, including but not limited to Customer Data, security access information and configuration services; and
  - 8.1.2.3. without prejudice to the generality of clause 8.1.2.2

above, all information as we or a Sage Partner may reasonably request in connection with the Users and/or those organisations who are using or who intend to use the Service (including your business and the business of your Group Companies) to verify compliance with this Agreement;

- 8.1.3. comply with all applicable laws and regulations in respect of your activities under this Agreement;
- 8.1.4. 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 Service as a result of any third party act or omission;
- 8.1.5. ensure that the Users use the Service in accordance with this Agreement and you will be responsible for any User's breach of this Agreement;
- 8.1.6. notify us in writing of any defect or alleged defect in the Service within five days of the date you become aware of it; and
- 8.1.7. ensure that your network and systems comply with the systems requirements publicised by us from time to time.

## 9. Our Obligations and Guarantees

- 9.1. We warrant that the Service will perform substantially in accordance with the Documentation (where utilised in accordance with our operating instructions) and will be provided with reasonable care and skill. This warranty only applies so long as you use the Service in accordance with our operating instructions (for example, the Documentation).
- 9.2. We do not warrant that your use of the Service will be uninterrupted or error-free, or that the Service, Documentation and/or the information obtained by you through the Service will meet your requirements or produce particular outcomes or results (irrespective of whether you informed us or a Sage Partner about how you intend to use the Service at the point of purchase).
- 9.3. We 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 Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 10. Charges and Payment

- 10.1. Except for any and all Fees for the Product which shall either be payable directly by you to us or by your Sage Partner (as agreed with Sage on purchase of the Product) and without prejudice to clause 10.2 below, for all other Products, the Sage Partner is responsible for paying all Fees to us on your behalf. Fees may fluctuate depending on changes in the Modules you subscribe for, User numbers, and your usage of the Service. Fees may increase upon each applicable Renewal Term in accordance with clause 10.4. For the purposes of clause 15.3.1 failure to pay the Fees when due constitutes a material breach of this Agreement.
- 10.2. The Fees must be paid in full as one (1) upfront payment.
- 10.3. Clause 10.2 shall be subject to such discounts as we may in our sole discretion apply. All payments shall be made in full via direct debit (whether or not such payment is made by you or your Sage Partner) unless we advise otherwise in writing.
- 10.4. Without prejudice to clause 10.7, we reserve the right to increase the Fees payable for the Products (including any

Modules) upon the commencement of each Renewal Term. We will use our reasonable endeavours to give reasonable notice of the date of commencement of the Renewal Term to your Sage Partner or directly to you and the amount by which the Fees shall increase upon the Renewal Term (if a price increase applies).

- 10.5. If we have not received payment of the applicable Fees 30 days after the date of invoice from you in respect of the Product or from your Sage Partner in respect of all other Products (as applicable), or have received notification from your Sage Partner of your non-payment of the same, without prejudice to our other rights of remedies:
  - 10.5.1. we may, without liability to you, disable your password, account and access to all or part of the Service or disable certain functionality and we will be under no obligation to provide any or all of the Service to you whilst the invoice(s) concerned remain unpaid;
  - 10.5.2. contact you directly to discuss payment of outstanding invoice(s) and transfer to another Sage Partner; and
  - 10.5.3. interest will accrue on such overdue amounts at an annual rate equal to 4% over the then current base lending rate of The Bank of England at the date the relevant invoice was issued for invoices in Pounds Sterling and 4% over the then current base rate at the date the relevant invoice was issued for invoices in Euros, commencing on the date of invoice and continuing until fully paid, whether before or after judgment.
- 10.6. All amounts and fees stated or referred to in this Agreement are:
  - 10.6.1. payable in pounds sterling if you subscribe to the Service in the United Kingdom or Euros if you subscribe to the Service in the Republic of Ireland;
  - 10.6.2. subject to clause 14.1 non-cancellable and non-refundable; and
  - 10.6.3. exclusive of value added tax (or applicable sales tax) which will be added to our invoices at the appropriate rate.
- 10.7. Except where clause 10.4 applies, we will be entitled to increase the Fees reasonable written notice to your Sage Partner to take effect on your next payment date following the expiry of the notice period. Where the increase to the Fees exceeds ten percent (10%), we will provide at least 90 days' written notice.

## 11. Proprietary Rights

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

## 12. Confidentiality

- 12.1. 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:

- 12.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
  - 12.1.2. was in your or our lawful possession before the disclosure;
  - 12.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
  - 12.1.4. is independently developed by the receiving party without access to the Confidential Information and which can be shown by written evidence; or
  - 12.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 12.2. 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.
- 12.3. 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.
- 12.4. This clause 12 will survive termination of this Agreement, however arising.

### 13. Indemnity

- 13.1. 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 Service, provided that:
- 13.1.1. we give you prompt notice of any such claim;
  - 13.1.2. we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
  - 13.1.3. you are given sole authority to defend or settle the claim.
  - 13.1.4. We will defend you, your officers, directors and employees against any claim that the Service infringes any United Kingdom or Republic of Ireland patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and will indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
    - 13.1.4.1. you give us prompt notice of any such claim;
    - 13.1.4.2. you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
    - 13.1.4.3. we are given sole authority to defend or settle the claim.
- 13.2. In the defence or settlement of any claim, we may procure the right for you to continue using the Service, replace or modify the Service 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.
- 13.3. 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:
- 13.3.1. a modification of the Service by anyone other than us;
  - 13.3.2. your use of the Service in a manner contrary to the

instructions given to you by us; or

- 13.3.3. your use of the Service after notice of the alleged or actual infringement from us or any appropriate authority.
- 13.4. 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.
- 13.5. In the event that you wish to bring a claim or other civil proceeding arising out of or in connection with this Agreement that also involves any of your Group Companies, you represent and warrant to us that the involvement of any of your Group Companies in such a claim or proceeding shall not give rise to any increase in or multiplication of any cap placed on our liability.

### 14. Limitation of Liability

- 14.1. This clause 14 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
- 14.1.1. arising under or in connection with this Agreement;
  - 14.1.2. in respect of any use made by you of the Service and Documentation or any part of them; and
  - 14.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 14.2. Except as expressly and specifically provided in this Agreement:
- 14.2.1. you assume sole responsibility for results obtained from the use of the Service by you, and for conclusions drawn from such use; and
  - 14.2.2. 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.
- 14.3. Nothing in this Agreement excludes our liability for:
- 14.3.1. death or personal injury caused by our negligence;
  - 14.3.2. fraud or fraudulent misrepresentation; or
  - 14.3.3. any other matter we cannot limit or exclude under applicable law.
- 14.4. Subject to clause 14.2 and clause 14.3, we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
- 14.4.1. 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
  - 14.4.2. 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
  - 14.4.3. our total aggregate liability in contract (including in respect of the indemnity at clause 13.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to the total Fees paid to us by you or received by us on your behalf from a Sage Partner in the

12 calendar months immediately preceding the date on which the claim arose.

14.5. You agree that the limitations set out in this clause 14 and restrictions in this Agreement are reasonable because they reflect the fact that:

- 14.5.1. we cannot control how and for what purpose you use our Service;
- 14.5.2. we have not developed the Service specifically for you; and
- 14.5.3. although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Product or provision of Support.

## 15. Term and Termination

15.1. This Agreement will, unless otherwise terminated in accordance with this Agreement or as provided in this clause 15, continue until either:

- 15.1.1. we receive written notice from your Sage Partner (or you if you subscribe directly) to terminate this Agreement on your behalf (such notice to take effect on the Termination Date); or
- 15.1.2. we serve not less than 6 months' written notice on you, such notice to expire at any time.

15.2. Each Fixed Term Period shall renew automatically for a Renewal Term. In accordance with clause 10.4, we will use our reasonable endeavours to give 90 days' notice in writing of the date of commencement of each Renewal Term to your Sage Partner (or you if you subscribe directly) unless you give us 30 days' notice in writing to expire no earlier than the last day of your Fixed Term Period (or any Renewal Term (as the case may be)). You or your Sage Partner must pay all sums due to us under this Agreement up to and including the date of termination and any Fees paid in advance will not be refunded.

15.3. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement (in whole or in part) immediately without liability to the other if:

- 15.3.1. 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;
- 15.3.2. 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;
- 15.3.3. 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 (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or any arrangements are made or notices are served pursuant to the Personal Insolvency Act 2012;
- 15.3.4. 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;
- 15.3.5. 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

15.3.6. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

## 16. Effect of Termination

16.1. On termination of this Agreement for any reason:

- 16.1.1. all licences granted under this Agreement will immediately terminate and you will uninstall the Product and cease use of the Service. If requested by us, you will return all copies of the Product and certify in writing your compliance with this clause 16;
- 16.1.2. each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and
- 16.1.3. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, will not be affected or prejudiced.

16.2. No matter how this Agreement ends, your Customer Data remains your data and Sage cannot access your Customer Data. Upon termination of this Agreement you should remove your Customer Data from the Services, you are entitled to extract Customer Data from the Services before the end of this Agreement. However, your failure to extract your Customer Data will not prevent this Agreement ending.

16.3. Nothing in this Agreement shall require us to return or destroy any documents and materials containing or based on the Customer Data that we are required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which we are subject, or as we may otherwise need to retain for our internal compliance or auditing procedures. The provisions of clause 12 shall continue to apply to any documents and materials retained by us pursuant to this clause 16.3.

## 17. Sanctions

17.1. Each party shall comply with all applicable laws, statutes, codes and regulations in relation to the Service, including applicable anti-bribery and anti-corruption laws, Data Protection Laws and tax evasion laws. The Service may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and any Group Company is not named on any U.S. government denied persons list (or equivalent targeted sanctions list) and that it and any Group Company is not owned or controlled by a politically exposed person. You shall be obliged to notify Sage if, during the Term, you become named on any U.S. government denied persons list (or equivalent targeted sanctions list) or you become owned or controlled by a politically exposed person. In the event that these circumstances arise, Sage shall be entitled to terminate this Agreement immediately on written notice to you. You shall not permit Users to access or use the Service in a US embargoed country or in violation of any U.S., UK or EU export law or regulation or in any Restricted Territories. **"Restricted Territories"** means (i) Cuba, Iran, North Korea, Syria and the territory of Crimea/ Sevastopol/ Donetsk/ Luhansk, and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the U.S (iii) any other country or territory that becomes subject to sanctions by the United Kingdom, the European Union, or the U.S after the

Effective Date. 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 section. In the event that this section is breached, Sage shall have a right to terminate this Agreement immediately on written notice to you.

- 17.2. Without prejudice to the generality of clause 17.1, in the event that Sage has grounds to suspect you (or any of your Users) are using and / or accessing the Service in violation of this clause 17, you shall provide Sage with full cooperation and assistance in respect of your use or access of the Service and of your compliance with this clause 17.
- 17.3. You shall indemnify and keep indemnified Sage against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Sage or any Sage Affiliate as a result of your (or your Users) breach of this clause 17.

## 18. General Terms

- 18.1. If you have purchased a licence which allows your Group Companies to use the Product, you will ensure that those Group Companies are notified of and understand their rights and obligations in respect of the Product and you shall ensure that all your Group Companies use the Product in accordance with the terms of this Agreement. You understand and agree that any act or omission of your Group Companies shall be deemed to be your act or omission and that you shall have in place appropriate measures including, but not limited to, organisational and technical measures to ensure that your Group Companies are aware of any comply with the terms of this Agreement. If you become aware of any breach of the provisions of this Agreement by you or your Group Companies you must notify us immediately in writing of the breach and you must, at your own cost, take any corrective action as directed by us.
- 18.2. Save as provided in clause 15.1, any notice required to be given under this Agreement will be sent by email to us by your Sage Partner at [mmdcontracts@sage.com](mailto:mmdcontracts@sage.com) or to you at the email address you provide to your Sage Partner at the point of registration. Notices will be deemed to have been received on successful transmission of such emails.
- 18.3. We will not be liable to you for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond our reasonable control, provided that if any period of failure or delay continues for more than 60 days you will be entitled to terminate this Agreement by notice in writing to us.
- 18.4. If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 18.5. Any failure by us to enforce any of the terms of this Agreement will not be construed as a waiver of our rights and remedies which are cumulative and are not exclusive of any rights and remedies provided by law.
- 18.6. This Agreement and all up to date Documentation constitute the entire agreement between you and us relating to the Service, and replaces all documents, information and other communications (whether spoken or written) between us on this subject. We both acknowledge and agree that in entering into this Agreement neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 18.7. This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part (including any free trial)) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this Agreement at any time without your consent.
- 18.8. Nothing in this Agreement is intended to or will operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.9. Sage Partners are independent of us and not appointed or authorised by us as our employee, agent or subcontractor. These businesses have no authority (either explicit or implied) to enter into contract or grant any licence or provide any representation, warranty, condition or guarantee with or to you on our behalf, or otherwise commit us to any obligations. We are not responsible for any modifications or mergers made to the Product by any Sage Partners or any third parties and we are not obliged to provide Support for such.
- 18.10. As we are part of a group of companies, our parent company The Sage Group plc may enforce the terms of this Agreement. Otherwise, a person who is not a party to this Agreement has no right to enforce any term of it, unless explicitly specified otherwise in this Agreement. This means that, save as otherwise specified, only us, you and The Sage Group plc can enforce the rights set out in this Agreement.
- 18.11. If you subscribe to the Service in the United Kingdom, this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and we both agree that the English courts will be the only courts that can decide on legal disputes or claims about this Agreement. If you subscribe to the Service in the Republic of Ireland, this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of Ireland and we both agree that the Irish courts will be the only courts that can decide on legal disputes or claims about this Agreement.