

Sage Desktop Practice Solutions Software Licence Agreement

May 2018

You have purchased a licence to use the software supplied with this licence agreement ("Software") and do not own the Software; we (or our licensors) retain ownership at all times. Your right to use the Software is subject to all the terms of this licence agreement ("Agreement"). The nature of the right to use the Software varies from product to product; you should check clause 2 to confirm this.

Before using the Software, you must indicate you accept this Agreement by doing one or more of the following:

- indicating your acceptance when prompted during the Software installation process; or - installing the Software.

You should therefore read all of this Agreement carefully before doing any of these things. In particular please note:

- this Agreement may be reviewed periodically, so the terms may have changed since you last read them;
- clause 5 regarding our warranties to you, clause 6 regarding our disclaimer and limitation of liability and clause 7 regarding our use of your personal information.

If you do not agree to be bound by all the terms of this Agreement, you should not indicate your acceptance of it as described above, and you must not install the Software (though if you have installed it you must irretrievably delete it from the relevant computers), but should return the Software, together with all packaging and associated documentation, to us within 30 days of your purchase of the software licence. Prior to a return to us, you should telephone us on 0845 111 11 11 and request a reference number to be sent with your return so that it can be identified. Provided that you correctly and promptly follow our returns procedure we will refund the price paid by you to us for the Software. If you do not return the Software within 30 days of purchase of the licence, you irrevocably confirm that you accept this Agreement.

1. In this Agreement:

- 1.1 "**Affiliate**" means, in relation to a legal entity, any person which Controls that entity, is under that entity's Control or is Controlled by the same person which Controls that entity, where "Control" means possessing, directly or indirectly, the ability to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise, and "Controlled" shall have a corresponding meaning;
- 1.2 "**Customer Data**" – shall mean the data, information or material provided, inputted or submitted by you or on your behalf into the Services, which may include data relating to your customers and/or employees;
- 1.3 "**Customer Personal Data**" – has the meaning set out in Clause 8.1.
- 1.4 "**Data Controller**" - means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;



- 1.5 **"Data Processor"** - a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller;
- 1.6 **"Data Protection Laws"** - means all applicable EU laws and regulations governing the use or processing of Personal Data, including (where applicable) the European Union Directive 95/46/EC (until and including 24 May 2018), the GDPR (from and including 25 May 2018) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time;
- 1.7 **"Documentation"** means user and technical documentation of the Software published by us and supplied by us to you, excluding promotional literature;
- 1.8 **"GDPR"** - means EU General Data Protection Regulation 2016/679;
- 1.9 **"Personal Data"** – means any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 1.10 **"Privacy Notice"** – means Sage’s privacy notice posted on www.sage.com (or such other URL as Sage may notify to you) and which may be amended by Sage from time to time;
- 1.11 **"Processing"** - means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and **"Process"**, **"Processed"** and **"Processes"** shall be construed accordingly;
- 1.12 **"Supervisory Authority"** - means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data;
- 1.13 **"Update"** means an improved version of the Software which we have made generally available to all our customers, at no additional charge. For the avoidance of doubt, Updates do not include any software that we in our sole discretion designate and market as separate, distinct software, even if such software is capable of being integrated with any of our existing software (including the Software) or is similar to the Software;
- 1.14 **"use"** means to load, store, run, display and otherwise utilise the Software in accordance with the Documentation, for your legitimate business purposes;

- 1.15 "**us**", "**we**" "**Sage**" and "**our**" means Sage (UK) Limited whose trading address for the purposes of this Agreement is Building 1, Exchange Quay, Salford Quays, Manchester M5 3EA (company registration number: 1045967; registered office: C23 5 & 6 Cobalt Park Way, Cobalt Park, Newcastle upon Tyne NE28 9EJ) 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, Dublin 18) if you purchase your licence to use the Software in the Republic of Ireland;
- 1.16 "**you**" and "**your**" mean the legal entity purchasing the Licence; and
- 1.17 (a) the headings are for convenience only and shall not affect this Agreement's construction or interpretation; (b) "including" and "includes" and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; and (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry in England.

2. Our Licence to you

- 2.1 In consideration of your acceptance of the terms of this Agreement, we grant you a non-exclusive, non-assignable right to Use the object code (i.e. code which is executable by a computer) of the Software ("Licence", and "Licensed" has the corresponding meaning) for which you have paid the relevant initial licence fee and, if appropriate, annual licence fee.
- 2.2 The duration of your Licence depends on which Software you are Licensed to Use.
- 2.2.1 Your Licence will be for the initial period which is either one year or such other period we have confirmed to you in writing. At the end of the initial period, your Licence will be renewed annually, subject to payment by you of the then current and appropriate annual licence fee. Such payment will be due and payable in accordance with the terms of our invoice. Subject to clause 3.4, if you Use the Software or support after the renewal date, you indicate your acceptance of the renewal of your Licence for twelve months from the renewal date. You should note that the Licence may be ended if the circumstances described in clause 3 arise. If your Licence purchase has been financed over a fixed period, the period of your Licence is the same duration as such fixed period, so long as you continue to pay your finance payments.
- 2.3 The manner in which you may Use the Software depends on which Software you are Licensed to Use. In summary, most Software may be licensed on the basis of the number of concurrent users and number of clients. The exceptions are:
- Sage Practice Solution, which is licensed on the basis of the number of clients;
 - Sage Time and Fees, which is licensed on the basis of the number of clients and the number of staff members for which time and billing records are made.
 - Sage Instant Accounts Production, which is only licensed on a single user basis. Further details are given in the rest of this clause 2.3.
- 2.3.1 the following sentence does not apply to Sage Instant Accounts Production. You may permit the specified maximum number of concurrent users to simultaneously Use the Software. Those users must be your employees or contractors and you must ensure that any end user permitted by you to Use the Software complies with the terms of this Agreement which relate to the Use of the Software.
- 2.3.2 the following sentence does not apply to Sage Time and Fees. You may Use the Software to work with data owned by other third parties, i.e. for your clients as an independent contractor, if we have given you written permission to do so and then to the maximum number of specified clients.

- 2.3.3 you may Use Sage Time and Fees in relation to making records for the number of staff members, and for the number of clients, which we have permitted in writing.
- 2.4 If you wish to use the Software in a different manner to that permitted by your Licence, before starting that different use, you must first purchase the appropriate type of licence or additional licences. You may decrease the number of users at any time but doing so will not result in a refund of any part of any licence fee.
- 2.5 Other than as permitted under this Agreement you shall not and shall not allow anyone else to:
- 2.5.1 use, copy (other than as reasonably necessary for back up purposes only), transfer, sell, sublicense, lease, mortgage, rent, loan, publish, distribute or otherwise make the Software (or any part of it) available to any other person, whether or not for commercial gain;
 - 2.5.2 use the Software (or any part of it) for the provision of any computer bureau, remote hosting or ASP services or in any other configuration that permits a third party to use the Software other than under the provisions of a valid licence with us. For the avoidance of doubt, (a) a multient client Licence does not permit this type of use, and (b) this clause deals with third party use, so nothing in this clause prohibits you or your Users from Using the Software remotely, subject to you complying with the terms of clause 2.3;
 - 2.5.3 other than to the extent permitted by law, alter, adapt, merge, modify, translate, reverse engineer or de-compile, disassemble, create derivative works of the Software (or any part of it), except with our prior written consent;
 - 2.5.4 remove, change or obscure any of our, or any third party proprietary notices, labels or marks associated with the Software;
 - 2.5.5 use any technology to either circumvent any licence registration and rights protection measures incorporated in the Software, or otherwise enable it to be used other than as permitted by us in writing;
 - 2.5.6 copy (irrespective of the extent of copying) the whole or any part of the Software's graphic user interface, operating logic or underlying database structure and database fields for incorporation into or the development of any software or other Software, service or technology; nor
 - 2.5.7 make changes to the database which the Software uses for storing and/or processing data, other than via the Software. If you are authorised to make such changes by virtue of an agreement with the proprietor of such database, you may do so, but the exclusion of warranty in clause 5.1.3 shall apply to errors in the Software which are caused by such changes.
- 2.6 You acknowledge that you only own the media on which the Software is supplied and that we, and our licensors, retain ownership of the intellectual property rights in and to the Software, any amendments made to it by us regardless of form, and any back up copies that you make. You also acknowledge that this clause 2 sets out the full extent of your rights regarding your Licence to Use the Software; you may not use or exploit the Software other than in the manner described in this Agreement.
- 2.7 All tax forms are Crown copyright and are reproduced with the permission of the Controller of HMSO and the King's Printer for Scotland.
- 2.8 With the Software you may receive other software which we do not own (third-party software). You cannot use the third-party software by itself - you can only use it in the course of using the Software. If you do use third-party software, you agree to keep to any licence agreement provided with that third-party software. If there is no licence agreement with that third-party software, this agreement will apply to how you use that software. You also agree to keep to any other conditions we set on using the third-party software.

The owners of the third-party software keep all relevant rights in their own software and in all copies of it. In particular, if our software comes with a Microsoft® product, to the extent permitted by law, Microsoft® does not make any promises to you in respect of its software and it will not be liable to you for any damages, whether direct, indirect, incidental or consequential as a result of the use or installation of its software; and your use of the Microsoft® product is subject to the Microsoft® software licence agreement that we (or your supplier) provided to you or which Microsoft® has generally made available to users of that Microsoft® product (which forms part of this agreement).

3. How this Licence can be terminated

- 3.1 If we in our sole discretion decide that we need to stop developing the Software and providing technical support, updates and upgrades to it, we shall provide you with a reasonable period of notice of our intention to do so. If we do so, this will not result in the refund of any licence fees or automatic termination of the Licence and the Licence shall continue until expiry or earlier termination.
- 3.2 We may terminate the Licence immediately without refund if:
- 3.2.1 you fail to make payment on ten working days written notice of the date any such sum became due under this Agreement or any other contract with us;
 - 3.2.2 we are notified that any finance arrangement you have made with a third party for the payment of the licence fee for the Software has ended for any reason other than it being satisfied in full; or
 - 3.2.3 you fail to comply with any term of this Agreement.
- 3.3 Your Licence to Use the Software will terminate automatically and without refund if you cease to exist (for example if you are a partnership, your partners dissolve the firm), are unable to pay your debts when due, become bankrupt, go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or other receiver appointed, papers are presented at court proposing a statutory moratorium of your debts, or if any similar circumstances affect you.
- 3.4 You may terminate this Licence by notifying us (in writing) that you wish to do so, at least three months before your renewal date. If we receive your termination notice after the time specified in the first sentence (i.e. within three months of your renewal date, or within 1 month after it) we will charge you a cancellation fee of up to a quarter of the following year's annual licence fee, calculated pro rata based on the amount of notice given. We both agree this cancellation fee is a reasonable amount to compensate us for not receiving the amount of notice specified in the first sentence. In all other circumstances we will charge you for the full amount of the annual licence fee for the year falling after the renewal date.
- 3.5 Within ten working days of the termination of the Licence for any reason you shall uninstall the Software and, if requested by us, return it to us (including any copies you have made of the Software (or any part of it)) and provide written confirmation signed by your duly authorised representative to confirm compliance with this clause 3.5.

4. Updates, upgrades and replacements

- 4.1 Where you have purchased a Licence for specified period of time, you have a right to receive Updates during that period, as appropriate, so long as you have paid the relevant fee.
- 4.2 If you have received an Update of the Software then, save for a permitted maximum three month period of dual processing from the date of registration of the Update, this Licence shall terminate on your first Use of the Update and if requested by us, you shall comply with clause 3.5 in relation to your use of the superseded version of the Software.

- 4.3 We reserve the right to introduce any substitute or replacement software which will substantially fulfil the same functions as the Software which it substitutes or replaces.

5. Our warranties

- 5.1 Subject to clause 5.2, we warrant that for the duration of your Licence:

5.1.1 the Software, when used in accordance with our operating instructions, will provide the functions and facilities and will perform substantially as described in the Documentation. Provided you notify us in writing during your Licence if the Software does not conform with this warranty, and such non-conformance is substantial and material to your Use of the Software, we will attempt to replicate and verify such non-conformance. If we are able to do so, we will make all reasonable endeavours to issue a fix, patch or update to correct that nonconformance. If we do not issue one, we will refund you the licence fee for the period from the date of notification of non-conformance to the renewal date for the year in which you first notified us of the non-conformance with this warranty, in which case this Agreement will automatically terminate with immediate effect. If you receive a remedy described in this clause 5.1.1, this will be your sole remedy in relation to the corresponding warranty non-compliance;

5.1.2 under normal conditions of use, any media on which the Software is provided will not be defective for one year from the date on which it was supplied. If during that time the media is defective, we will provide replacement media to you, free of charge and as soon as reasonably possible. This will be your sole remedy in relation to the Software media being defective;

5.1.3 we will provide you with technical advice, assistance and support relating to the Software from our premises, during our normal business hours, provided that:

- (a) we will not provide support for any error which may have been caused by any person making changes, other than via the Software, to the database with which the Software works;
- (b) we do not provide support relating to the administration and maintenance of your operating and systems software and problems relating to the database with which the Software works; and
- (c) we reserve the right to only provide such advice, assistance and support relating to the most recent version of the relevant database(s) and operating system(s), which from time to time we may notify to you (including by notice on our website);

5.1.4 we may in our sole discretion agree to provide you with additional services, including deployment, consultation and support at your premises, for which a charge will be payable. If we do so, we both warrant that each of us will perform our obligations relating to the successful delivery of those services, in the manner agreed between us in writing and in any event, each of us will use our reasonable skill and care, and cooperate with the other to ensure the successful delivery of those services. If we do not conform with our warranties in this clause 5.1.4, we will re-perform the service so that it does conform with those warranties. If after a reasonable period of time the service still does not conform with those warranties, or we are not able to re-perform it so that it does so, we will refund you the charges you have paid to us for our services. Such refund will be your sole remedy in relation to that warranty non-conformance.

- 5.2 We do not warrant or make any representation:

5.2.1 that the Software will meet your requirements; or

5.2.2 that the operation of the Software will be uninterrupted or error free; or

- 5.2.3 regarding the use of and/or output from the Software or the results of such use in terms of content, correctness, accuracy, reliability or otherwise.
- 5.3 The warranties set out in clause 5.1 are instead of all other warranties, representations or conditions, express or implied, statutory or otherwise, including any implied warranties of satisfactory quality and fitness for a particular purpose. You acknowledge and agree that our licensors do not grant any separate warranty and that they exclude all warranties, express or implied in connection with the Software.
- 5.4 No oral or written communications by or on our behalf shall create a warranty or in any way increase the scope of the warranties we have given.
- 5.5 You assume the entire risk in the Software's performance and the results obtained from its Use, and you remain responsible for ensuring that any information, opinions, recommendations, forecasts or other comments submitted to third parties, whether or not produced using the Software, are accurate and complete.

6. Disclaimer and limitation of liability

- 6.1 Nothing in this Agreement shall exclude or limit our or our licensor's liability for fraud, or for death or personal injury arising out of our or our licensor's negligence or any warranty as to title or quiet possession implied by statute.
- 6.2 You acknowledge that the allocation of risk in this Agreement reflects the fee paid for the Licence of the Software and also the fact that it is not within our control how, and for what purposes, you use the Software. Subject to clause 6.1, under no circumstances will we be liable for
- (a) any indirect, consequential, incidental or special damage, or
 - (b) any financial or similar loss of any kind, whether caused directly or indirectly, including loss of profits, business, chargeable time, anticipated savings, goodwill, any business interruption, any loss or corruption of data, however caused and whether arising under contract, tort including negligence, statute or otherwise.
- Subject to clause 6.1, our licensors will not be liable for any loss or damage of any kind.
- 6.3 In any event, including if any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and we or our licensor become liable for loss or damage that could otherwise be limited, such liability whether in contract, tort including negligence, statute or otherwise, will not exceed the total licence fees actually paid by you for the Software.
- 6.4 Except to the extent caused by our breach of our obligations under this Agreement, or our wrongful (including negligent) or wilful misconduct with respect to our obligations under this Agreement, you shall indemnify and hold us and our licensor harmless from any and all liability, loss and damage that we or our licensor may suffer as a result of claims, demands or judgments by or for any third party arising out of the output from the Software and/or your unauthorised use or operation of the Software. You shall at your expense defend any such action, suit or claim made against us or our licensor.

7. How we use information about you

- 7.1 We will use any information you give us, or that we collect under this Agreement to:
- (a) manage how you use the Software;
 - (b) meet our obligations under this Agreement or any other agreement we have with anyone who licenses to us (our licensors), or our subcontractors;
 - (c) contact you to see if you would like to take part in our customer research;

- (d) contact you about our other products and services and those of others which we think you will be interested in. (If we do contact you in this way, we will try to speak to the relevant person in your organisation, and we may contact you directly, or use other organisations which we have hired to contact you for us.)
- (e) deliver targeted advertising, marketing or information to you which may be useful to you, based on your use of the Software.

We may give information to other companies in our group of companies, our licensors and contractors, and other organisations described in relevant documents. For example, we may give information to the following:

- Your software supplier (if you have one)
- The person or company (if any) providing you with finance
- Our training providers
- Companies which we use to help us send you post and other communications
- Research companies
- Event organisers
- The owner of any third-party software
- The Sage Group plc (which owns us)

If you give us information which could give away the identity of an individual, you are agreeing that we can use it as described in 7.1 above. If at any time you do not want us to use such information in that way, please contact us using the details of the relevant Sage entity that we have provided at clauses 9.11 and 9.12 below. For more information on how we use information about you, customers in the United Kingdom can read our privacy policy on our website at www.sage.co.uk and customers in Ireland can view our privacy policy at www.sage.ie.

7.2 Automatic information gathering

The software may contain technology that enables us to (i) collect information about how you and your users use the functions and features of the Software; and (ii) gather statistical information about the operating system and environment on which the Software is installed.

We will use the information for one or more of the purposes described in clause 7.1 above. The Software will only gather this information and send it to us where you have given your informed consent and by accepting this Agreement you give us your informed consent. If you subsequently want to stop the Software capturing and sending such information to us you can turn off the relevant feature within the Software.

7.3 Updates

The Software may include a feature for it to be automatically updated. This allows us to fix any issues that we may find out about. Before the feature starts working, the Software may ask you if you would prefer to turn the feature off. If you use the automatic feature, the Software will tell your computer to regularly check with our website to see if there are any Updates. When this happens, we will ask your computer for certain information, including, for example, the operating system you are using and the name and version number of the Software. We will keep a record of this. Depending on the settings you choose, the Software can then download and install these Updates for you. We may also make software

updates available to you in other ways (for example to download from the Internet). Where this is the case, we will contact you through customer support channels to advise you.

7.4 Technology protecting the Software

As well as the technology described in clauses 7.2 and 7.3 above, the Software may enable us to check specific information that is directly relevant to your use of the Software and which is contained in your computer as against our records to make sure that the Software is being used as intended, in accordance with this agreement and for troubleshooting any problems. You agree that we may use this technology in the Software for these and similar purposes.

8. Data Protection

8.1 For the purposes of this Agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data (“Customer Personal Data”) and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality.

8.2 You warrant and represent that:

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

8.2.2 you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;

8.2.3 you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:

8.2.3.1 you to disclose the Customer Personal Data to us;

8.2.3.2 us to Process the Customer Personal Data for the purposes set out in this Agreement; and

8.2.3.3 us to disclose the Customer Personal Data to: (a) our agents, service providers and other companies within the Sage group of companies; (b) law enforcement agencies; (c) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.

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

8.4 Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our [Privacy Notice](#), we shall comply with all Data Protection Laws applicable to us as Data Controller.

8.5 You agree that we may record, retain and use Customer Data generated and stored during your use of the Service (including Customer Personal Data, which we shall Process as Data Controller as set out in our [Privacy Notice](#), on the basis of our legitimate business interests), in order to:

8.5.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of Services;

8.5.2 carry out research and development to improve our, and our Affiliates’, services, products and applications;

8.5.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Sage customers;

8.5.4 provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience,



provided that Sage shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. If at any time you do not want us to use Customer Data in the manner described in this clause 8.5, please contact us at the email address set out in the [Privacy Notice](#).

9. General

- 9.1 Any reseller, distributor, dealer or other third party (including any of our authorised distribution partners) from whom you may purchase a licence of the Software is expressly not appointed or authorised by us as our servant or agent. No such person has any authority, either express or implied, to enter into any contract or provide any representation, warranty or guarantee with or to you on our behalf, or otherwise to bind us in any way whatsoever. We will not be responsible for any modifications or mergers made to the Software by such persons.
- 9.2 We shall not be liable to you in respect of any circumstances arising outside our reasonable control.
- 9.3 Our failure to enforce any particular term of this Agreement shall not be construed as a waiver of any of our rights under it.
- 9.4 This Agreement applies to the Software for which you purchased the Licence. If you purchase a Licence from us for other software at a different time, then the software licence agreement that we give you with that software will apply to your use of that software. If you upgrade your Software (for example by purchasing a licence for a new or advanced version of the software), or update your Software, then the software licence agreement we give you at that time will replace this Agreement for your continued use of the Software.
- 9.5 In the unlikely event that we reasonably believe that you are using the Software in breach of this Agreement, and we ask you in writing to do so, your director, partner or similar senior manager will confirm to us in writing (using a form we provide to you), that you have complied with all parts of this Agreement. If we then tell you in writing that we believe you may not have complied with any part of this Agreement, you agree now that we may visit your office(s) during normal office hours, to carry out an audit of your relevant systems and records to check this. When carrying out this audit, we will minimise the disruption to your business and co-operate with you to ensure that your legal and professional conduct obligations are satisfied, and you will give us your reasonable assistance.
- 9.6 We both agree to (a) keep confidential any confidential information disclosed by the other as a consequence of this Agreement, except that we may both make such disclosures of confidential information as are required by law, court order or competent authority; and (b) only use confidential information of the other for purposes relating to this Agreement.
- 9.7 If any part of this Agreement is held by a court of competent jurisdiction to be unreasonable for any reason at all, the validity of the remainder of the terms will not be affected.
- 9.8 Subject to clause 6.1, this Agreement constitutes the entire agreement between you and us in relation to the Software and the Licence and supersedes all documentation, information and other communications (in each case whether spoken or written) between us with respect to such access and use.
- 9.9 This agreement is personal to you and us and no third party shall have any right to enforce the terms of this agreement or be entitled to obtain any benefit under it, except that we both agree our licensor(s) may rely on any rights conferred on it in this Agreement or any agreement executed in connection with it. This means that only you, we and the owners of any third-party software can benefit from the rights set out in this agreement. However both of us may amend or terminate a provision of this Agreement (except clause 6.4), without the consent of our licensor(s).

9.10 If you purchased your licence to use the Software in the United Kingdom then this Agreement is governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this Agreement. If you purchased your licence to use the Software in the Republic of Ireland then this Agreement is governed by the laws of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this Agreement.

Country specific provisions

9.11 Sage customers who purchased their licence to use the Software in the United Kingdom if you would like to contact us, please call 0191 479 5999.

9.12 Sage customers who purchased their licence to use the Software in the Republic of Ireland if you would like to contact us, please call 01 4470 808.

Exhibit A Data Protection

1. Interpretation

1.1. Where there is any inconsistency between the terms of this Exhibit A and any other terms of this Agreement, the terms of this Exhibit A shall take precedence.

2. Processing of Personal Data

2.1. During the term of this agreement we warrant and represent that we:

- 2.1.1 shall comply with the Data Protection Laws applicable to us whilst such Personal Data is in our control;
- 2.1.2 when acting in the capacity of a Processor, shall only Process the Personal Data:
 - 2.1.2.1 as is necessary for the provision of the Services under this Agreement and the performance of our obligations under this Agreement; or
 - 2.1.2.2 otherwise on your documented instructions.

2.2. We agree to comply with the following provisions with respect to any Personal Data Processed for you in connection with the provision of the Service under this Agreement.

3. Obligations of Sage

3.1. Sage shall:

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

4. Personnel

4.1. Sage shall:

- 4.1.1. take reasonable steps to ensure the reliability of any personnel who may have access to the Personal Data;
- 4.1.2. ensure that access to the Personal Data is strictly limited to those individuals who need to know and/or access the Personal Data for the purposes of this Agreement; and
- 4.1.3. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2. If so required by Data Protection Laws, Sage shall appoint a data protection officer and make details of the same publicly available.

5. Security and Audit

5.1. Sage shall implement and maintain appropriate technical and organisational security measures appropriate to the risks presented by the relevant Processing activity to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage or disclosure. Such measures include, without limitation, the security measures set out in clause 5.3.

5.2. Subject to any existing obligations of confidentiality owed to other parties, we shall make available to you all information reasonably necessary to demonstrate compliance with the obligations set out in this Exhibit A, which may include a summary of any available third party security audit report, or shall, at your sole cost and expense (including, for the avoidance of doubt any expenses reasonably incurred by us), allow for and contribute to independent audits, including inspections, conducted by a suitably-qualified third party auditor mandated by you and approved by us.

5.3. Sage operates, maintain and enforce an information security management programme ("**Security Program**") which is consistent with recognised industry best practice. The Security Program contains appropriate administrative, physical, technical and organisational safeguards, policies and controls in the following areas:

- Information security policies
- Organization of information security
- Human resources security
- Asset management

- Access control
- Cryptography
- Physical and environmental security
- Operations security
- Communications security
- System acquisition, development and maintenance
- Supplier relationships
- Information security incident management
- Information security aspects of business continuity management
- Legislative, regulatory and contractual compliance

6. Data Breach

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

7. Transfer of Personal Data outside the EEA

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

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

8. Return and deletion

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

9. Use of Sub-Processors

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

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