

# Sage Developers' Programme Agreement

Your right to participate in the Sage Developers' Programme and to use the Sage Developers' Programme software, including the software developer kit (SDK) ("**Developer Software**") and our relevant Application Software, as defined below) and its associated documentation (together, the "**Product**") is subject to the terms set out in this agreement ("**Agreement**"). You indicate your acceptance of all the terms of this Agreement by submitting the Sage Developers' Programme application form, or (if you have already submitted it) by paying the Licence Fee (or any part of it), as appropriate. We indicate our acceptance of your application form and the terms of this Agreement by accepting any payment of the Licence Fee from you. If you do not agree to all the terms of this Agreement, you should not submit the Sage Developers' Programme application form (or on renewal, pay your Licence Fee), so please read this Agreement carefully before submitting your application or paying the Licence Fee. If this Agreement is the copy included on the Product's CD-ROM, this copy is for confirmation/documentary purposes only.

## 1. In this Agreement:

- 1.1 "**Application Software**" means the application software which we supply to you as part of your membership of the Developers' Programme;
- 1.2 "**Licence Fee**" means the sum paid by you to participate in the Sage Developers' Programme and in respect of our granting a Licence to you;
- 1.3 "**Period**" means our fiscal quarters commencing on 1 October, 1 January, 1 April and 1 July (as may be changed by us from time to time);
- 1.4 "**Start Date**" means the date the Product was delivered to you which shall be deemed to be two days after we despatch the Product to you;
- 1.5 "**Use**" means to install, execute, store, display and use the Product in the course of a business;
- 1.6 "**us**", "**we**" and "**our**" means Sage (UK) Limited and "**you**" and "**your**" means the person whose details were submitted on the Sage Developers' Programme application form; and
- 1.7 (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) references to a "**person**" include an individual, a body corporate and an unincorporated association of persons; (c) "**including**" and "**includes**" or any similar expression will be construed as illustrative and not exhaustive; and (d) words of a technical nature shall be construed in accordance with the relevant common usage in the software industry in the U.K.

## 2. Our licence to you

- 2.1 In consideration of your payment of the Licence Fee and acceptance of the terms of this Agreement, we grant you a non-exclusive, non-assignable right to Use the Product for which you have paid the relevant Licence Fee ("**Licence**"), for a period of 12 months from the Start Date, at the single address given on your Developers' Programme application form. On each anniversary of the Start Date or the expiry of the Licence (as the case may be), the Licence shall be renewed for a further 12 months, and you will be required to pay the prevailing annual Licence Fee, which shall be invoiced and payable in quarterly instalments in advance in accordance with clause 4.2. Alternatively you may pay the full annual Licence Fee in advance. You may use the Developer Software for the purpose of developing your own software to integrate with our software and for related testing only. Unless you have subscribed as a Professional Developer (in which case, see clause 10), you may only use the Application Software for the same purpose. All other terms and conditions applying to future Licences shall be as for those received with the Product and, afterwards, those received with any update or upgrade.
- 2.2 Unless you subscribe as a Professional Developer, the Licence does not permit you to use the Application Software included in the Product for live use (also known as production use), i.e. in the

administration and/or management of your own business. For example you may not use Sage Payroll to administer the payroll of your own employees. In addition, you may only Use the Application Software in accordance with any inherent limitation on the number of users. If you wish to use the Product for live use or other than in accordance with any inherent user limitation, you must purchase the appropriate licence prior to commencing such use, for example by subscribing as a Professional Developer. Please see [www.sage.co.uk/developers](http://www.sage.co.uk/developers) for information about this, and clause 10 which sets out some additional terms for Professional Developers.

2.3 Subject to clauses 2.2 and 2.4, you (and no other person) may:

2.3.1 Use the Product on any number of computers at the address you notified to us on the Sage Developers' Programme application form;

2.3.2 make one copy of the Product for back-up or security purposes, provided that you label the back-up copy with the notice "**copyright of Sage (UK) Limited**". Any other copies of the

Product, whether as a whole or in part, made without our prior written consent are unlawful and made in breach of this Agreement;

2.3.3 Use and modify example source versions of software Product identified as "**Example Code**";

2.3.4 subject to and in accordance with clause 3, Use the Product to adapt software of which Sage is the proprietor, licensed to you by us ("**Our Software**"); and

2.3.5 Use the Product to develop new software for use with Our Software and if such newly developed software constitutes a separate copyright work, you shall own that newly developed software ("**Your Software**").

2.4 Except as permitted under this Agreement, you shall not and shall not allow anyone else to:

2.4.1 copy, transfer, sell (or resell), sub-licence, lease, mortgage, rent, loan, publish, distribute or otherwise make the Product available to any other person, whether or not for commercial gain;

2.4.2 Use the Product to enable, permit or facilitate any person to use Our Software in any way not permitted under the relevant software licence terms, nor yourself use Our Software in such a way;

2.4.3 other than to the extent permitted by law, alter, adapt, merge, modify, translate, reverse engineer, de-compile, disassemble, create derivative works of the whole or any part of the

Product, except with our prior written consent; or

2.4.4 remove, change or obscure any of our proprietary notices, labels or marks associated with the Product;

2.4.5 for the purpose of incorporation into or the development of any software or other product or technology which competes with Our Software, use or copy (irrespective of the extent of copying) the whole or any part of the Product's or Our Software's graphic user interface, operating logic or underlying database structure and database fields.

2.5 You acknowledge that you only own the media on which the Product is supplied and that we shall retain ownership of the intellectual property rights in and to the Product, including any copies.

### 3. Your rights and obligations

3.1 You may develop Your Software and customise Our Software subject to the following:

3.1.1 you shall ensure that prior to distribution to a third party, Your Software is sufficiently tested to ensure that it: a) provides the functions and facilities and performs as described in writing by you including in any associated documentation prepared by you. If requested by us, you shall provide to us copies of such test results, written descriptions and associated documentation; and b) will not adversely affect the functions and facilities of Our Software (or any other software owned by us or any company in our group) with which Your Software is intended to or may be used;

3.1.2 you shall make clear to every licensee of Your Software that it belongs to you and that you are not our agent, partner or authorised representative and that no legal relationship, whether contractual or otherwise, exists between that licensee and us and that we do not accept any responsibility for any defects in the Your Software or documentation licensed by you;

3.1.3 you shall at all times defend and indemnify us against any claim made against us relating to the use by any entity of Your Software. Without limiting the previous sentence, you warrant that Your Software is and will be developed and owned by you and you shall defend us and other companies in our group from and against any claim or action that the use or possession of Your Software (or any part) infringes the intellectual property rights of a third party (“**IPR Claim**”) and shall indemnify us and other companies in our group from and against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against us or any other company in our group as a result of, or in connection with, that IPR Claim. The indemnities and warranty in this clause 3.1.3 shall remain in full force and effect irrespective of any termination of this Agreement.

3.2 We reserve the right to discontinue the provision of support and/or maintenance of any Product (or version of it) and to introduce any substitute or replacement software, which fulfils the same functions as the Product.

3.3 You shall name Your Software in accordance with our developers brand handbook, which is available from us on request (“**Brand Handbook**”), which we may amend from time to time.

3.4 You may use materials, which have been supplied to you in accordance with the Sage Developers’ Programme (including downloadable logos) so long as you use them in accordance with our Brand Handbook. Other than such use, you shall not use (nor permit any third party to use) any name, trade mark, trade name, insignia, logo, symbol or slogan (whether registered or not) owned or used by us or any company in our group now or in the future anywhere in the world (“**Sage Mark**”), or any mark, words, logo, device or any other branding which is similar to or mimics any Sage Mark, without our prior written consent. You agree not to grant nor claim to grant any right to anyone else to use any Sage Mark, nor to use any Sage Mark as part of your corporate or business name and always to display your corporate or business name and the relevant Sage Mark in accordance with our Brand Handbook. On any documentation and media (including electronic media) and on every page of a web site used or controlled by you relating to the Products, you shall make it clear that you are a separate entity from Sage.

3.5 You also agree not to use, create or register any mark, logo, words, device or any other branding which incorporates any Sage Mark or any similar mark, logo, words, device or any other branding, other than with our prior consent in writing. You shall at any time on our request and at your own cost transfer to us any rights you may have in any trade mark (whether registered or unregistered), which incorporates any Sage Mark or similar wording.

3.6 You may use the relevant Sage Mark in accordance with our Brand Handbook in the content of the pages of any web site used by you to promote Your Software, when you shall make it clear on all pages (including via a link to a single page) that you are:

3.6.1 an independent contractor authorised to develop Our

Software;  
3.6.2 not in any other way connected with or a part of our  
business;

3.6.3 not authorised to act on our behalf.

3.7 You may not register or use any Sage Mark, or any mark, words, logo, device or any other branding which is similar to or mimics any Sage Mark, including as a product name, for Your Software or as a domain name. Except as described in clause 3.6 or if we have given you our prior written consent, you may not use or register any Sage Mark:

3.7.1 in connection with any web site owned, controlled or operated by you,  
including as a meta-tag;

- 3.7.2 on any web site or similar service or technology (including electronic marketing campaign and auction web site) operated, owned or controlled by another person; or
- 3.7.3 in connection with promotional activities undertaken by another person (even if they are carried out on your behalf or under your control), including as a key word, or as an on-line identity.
- 3.8 If you do use or register or have registered any Sage Mark or similar branding as set out in clause 3.7, you shall at any time on our request and at your own cost:
- 3.8.1 stop doing so and if applicable remove that Sage Mark or similar branding from the relevant registration or use;
- 3.8.2 transfer any registration incorporating any Sage Mark or similar branding to us.
- 3.9 In relation to any web site relating to Your Software, which is owned, controlled or operated by you or on your behalf, you agree:
- 3.9.1 not to copy text or graphics from any web site of ours, other than technical specification wording; and
- 3.9.2 that prior to creating a hyperlink to our website from your existing or future websites, you shall obtain our written consent and in so doing shall provide us with details of the design of the hyperlink, the position of the hyperlink and any other details required by us at the time of your request. Where consent is given, you acknowledge that we may withdraw it for any reason, that the content of your web page on which such hyperlink appears shall make it clear that the hyperlink is to our web site and that our web page shall appear in a separate, new window and shall not be framed. You also agree that we may check your use of any hyperlink from time to time and that we may require you to change or stop using any hyperlink to our website as we in our absolute discretion may require.
- 3.10 You may use any service that we make available from time to time as part of the Sage Developers' Programme, for which a separate charge may be payable. We may withdraw any service which we make available as part of the Sage Developers' Programme, at any time.

#### 4.

##### **Charges and Payment**

- 4.1 Our charges and fees will be set out on [www.sage.co.uk/developers](http://www.sage.co.uk/developers), or if they are not, are available on request from the Developer Services team. Our charges (including the Licence Fee) are exclusive of all taxes (including VAT or other applicable sales tax) and duties (including any withholding tax), which you shall pay in addition to the relevant charge at the rate for the time being prescribed by law.
- 4.2 Renewal Licence Fees that fall due in accordance with clause 2.1 become due and payable in the event of your failure to terminate this Agreement as stipulated in clause 5.1 and you agree that a Licence Fee invoice will be generated by us on each anniversary of this Agreement and the payment terms contained in this clause 4 are applicable to such renewal invoices.
- 4.3 You must pay our fees, prices and charges within thirty days of the end of the month in which our invoice is dated and by the payment methods described in our invoice.
- 4.4 All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.
- 4.5 While you understand that we have other rights and remedies, you agree that if any payment due to us is paid after the due date, we may charge you interest on a daily basis at the then current rate payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from time to time, from the due date until the date of actual payment, and interest shall accrue before as well as after judgment and any part payment. You agree to reimburse us for any costs (including our own and any third party costs as invoiced by any relevant third party service provider) we incur in recovering outstanding sums due to us from you.
- 4.6 If there is a dispute about charges and/or payment between us which cannot be resolved within 14 days of the dispute arising, it shall be referred to each of our senior managers with authority to resolve that dispute and both of us agree to act reasonably and in good faith to settle that dispute. Those individuals shall discuss the dispute (by telephone or face to face meeting) within 30 days of the dispute arising. If the dispute is not resolved within 40 days of the dispute arising it shall be referred to our relevant divisional managing director and your managing director (or equivalent), who shall discuss the dispute (by telephone or face to face meeting) within 45 days of the dispute arising.

## 5.

### **How this Agreement can be terminated**

- 5.1 Should you wish to terminate this Agreement, you may do so by providing us with written notice at any time. If such notice is received during the first twelve months of your becoming a Sage Developer, there will be no refund of the Licence Fee. Thereafter, where such notice is received within 30 days of the date of the issue by us of a renewal Licence Fee invoice as detailed at clause 4.2, that invoice shall be credited, but all prior outstanding invoices shall become immediately due and payable. Where such notice is received at any other time during a Period, the Licence Fee for that Period or any prior Periods shall be immediately due and payable in full, but we shall refund to you any payments received for the Licence Fee for any future Periods and you will only owe us for any Period in which the termination notice was served.
- 5.2 We may, at our sole and absolute discretion, terminate this Agreement immediately on notice at any time and shall refund to you the Licence Fee received by us, less a pro rata reduction to reflect the expired term of the Licence if such termination occurs within 180 days of the Start Date.
- 5.3 We may terminate this Agreement without refund immediately on written notice to you:
- 5.3.1 if you fail to pay when due any amount under this Agreement or any other contract with Sage, and we then give you 10 working days written notice of such late payment and after such 10 working days you still do not pay such amount; or
- 5.3.2 if we are notified that any finance arrangement you have made with a third party for the payment of the annual Licence Fee has ended early because of your breach of the contractual terms of that arrangement.
- 5.4 This Agreement including your Licence to Use the Product will terminate automatically if you: fail to comply with any term of this Agreement, cease to exist, 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, benefit from a statutory moratorium of your debts, or if any similar circumstances affect you.
- 5.5 Within ten working days of the termination of the Licence for any reason, you shall uninstall the Product and return it to us (including any copies you have made of the Product (or any part of it)) and provide a certificate signed by your duly authorised representative to confirm compliance with this clause 5.5.

### **Our warranties to you**

- 6.1 Subject to clause 6.2, we warrant that for a period of 90 days from the date of installation:
- 6.1.1 the Product, when used in accordance with our operating instructions, will provide the functions and facilities and will perform substantially as described in the technical and user documentation supplied to you as part of the Product;
- 6.1.2 the media on which the Product is recorded will be free from defects in workmanship under normal conditions of use.
- 6.2 The warranties set out in clause 6.1 do not apply to defects caused by accidents, abuse, poor storage or handling or any act referred to in clause 2.4 and are instead of all other

## 6.

warranties, representations or conditions, express or implied, statutory or otherwise, including any implied warranties of satisfactory quality and fitness for a particular purpose. We do not warrant that the Product will meet your requirements, or that the operation of the Product will be uninterrupted or error free. We do not warrant or make any representation regarding the use of the Product or the results of such use in terms of correctness, accuracy, reliability or otherwise. 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.

6.3 Our entire liability and your exclusive remedy in relation to the warranties given in clause 6.1 will be, at our option either:

6.3.1 in relation to a non-conformance with the warranty in clause 6.1.1, at our sole discretion to correct it by patching the Product or replacing it with a new version. Should we be unable to do so, we will terminate this Agreement and refund the Licence Fee paid by you to us, less a pro rata reduction to reflect the expired term of the Licence, after we have received from you the Product and any copies you have made in accordance with clause 2.3.2.

6.3.2 in relation to a non-conformance with the warranty in clause 6.1.2, to replace the affected media.

## 7. Disclaimer and limitation of liability

7.1 Nothing in this Agreement shall exclude or limit our liability for (a) fraud, (b) death or personal injury arising out of our negligence or (c) any warranty about title or uninterrupted possession implied by statute.

7.2 Subject to clause 7.1, in no event will we (or any company in our group) be liable for:

7.2.1 lost income, lost profits or lost business, wasted time, anticipated savings, lost goodwill, third party costs and charges, any business interruption or loss of or corruption of data, in each case whether caused directly or indirectly; or

7.2.2 any indirect, consequential, incidental or special damage, in the case of each of clauses 7.2.1 and 7.2.2 however caused and whether arising under contract, tort including negligence, statute or otherwise, even if we knew of such potential liability.

7.3 Subject to clauses 7.1 and 7.2, our (or any company in our group's) maximum aggregate liability shall not exceed the amount of the Licence Fee.

7.4 Our limitation of liability has been calculated to reflect the Licence Fee and also that it is not within our control how and for what purposes you install, Use and/or operate the Product.

## 8. Confidential information

8.1 Both of us acknowledge that all and any information (written or oral) relating to or received as a result of this Agreement (including the terms of this Agreement) and disclosed by one of us to the other is confidential and is to be used solely for the operation and purposes of this Agreement, except information which is:

8.1.1 to be disclosed by court order or otherwise as required by law;  
8.1.2 already in or subsequently comes into our possession other than as a result of a breach of this clause 8 or any other obligation of confidentiality to us by the disclosing party; or  
8.1.3 already in the public domain other than as a result of a breach of this clause 8 or any other obligation of confidentiality to us by the disclosing party.

8.2 You recognise that certain information concerning the Products and Resale Products (as defined in clause 10) is confidential, including information which is obviously confidential or is identified by us to be confidential, and as such you agree to:

8.2.1 only disclose such information to your employees that is necessary for them to know; and  
8.2.2 ensure that those employees to whom you disclose the information know that it is our confidential information and you shall procure that they comply with the provisions of this clause 8.

## 9. General

9.1 We shall not be liable to you in respect of any circumstances arising outside our reasonable control.

9.2 Our failure to enforce any particular term of this Agreement shall not be construed as a waiver of any of our rights under it.

9.3 If any part of this Agreement is held by a court of competent jurisdiction to be unreasonable for any reason whatsoever, the validity of the remainder of the terms will not be affected.

9.4 Subject to clause 7.1, this Agreement constitutes the entire agreement between you and us in relation to the Product and the Licence and supersedes any other oral or written communications or representations with respect to the Product.

9.5 Except as expressly stated, nothing in this Agreement shall confer on any third party any right or benefit under the Contracts (Rights of Third Parties) Act 1999. We both agree that this Agreement may be varied or rescinded without the consent of any third party beneficiary.

9.6 If you provide us with any personal data (i.e. which identifies living individuals) we will use it to perform our legal obligations. We may also use it to contact you via your relevant, nominated personnel about other relevant products and services, which we offer and to conduct research; if at any time you do not want us to use it in this way, please contact us.

9.7 This Agreement shall be governed by and construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English courts.

9.8 Terms relevant to Developers based outside the United Kingdom. All amounts payable under this Agreement shall be paid in pounds sterling, unless agreed otherwise by us in writing. You shall pay all duties, charges and taxes (including withholding tax) relating to the supply of the Product to you in your location at the rate and in the manner for the time being prescribed by law. To the extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English as spoken in the United Kingdom and any translation you have received has been provided solely for your convenience. In the event you have entered into this Agreement by means of the display of a translated version of this Agreement in a language other than English, you may request an English language version of this Agreement by written notice to us. To the extent permitted by law, all correspondence and communication between you and Sage under this Agreement must be in English.

## 10. Additional terms for Sage Developers' Programme – Professional Developer Subscription

The following terms only apply to Professional Developers.

10.1 Licence to use Application Software

This clause applies to the Application Software which we have separately notified you that you may use in house, i.e. to manage your own business data.

10.1.1 Terms of use of the Application Software. The restriction on using Application Software in your use of clause 2.1 of this Agreement does not apply to Professional Developers, so that the Application Software is governed by the standard software licence agreement that accompanied the Application Software. The only exception to this is that you may only use the Application Software in this way for so long as you continue to pay for your Professional Developer subscription. If you stop paying your Professional Developer Licence Fee, your licence to use the Application Software for in house use will automatically terminate.

10.1.2 Numbers of users. The numbers of users (as described in the relevant software licence, for example concurrent users, and if relevant, companies and employees) that you may permit to use the Application Software is as we specified at the time you first subscribed, or renewed your membership, as a Professional Developer

10.2 Right to receive telephone support for the Application Software

We will provide telephone support to you in accordance with the terms of the relevant service you are receiving. For example, if you are receiving support for Sage 50 Accounts, we will provide telephone support in accordance with the relevant SageCover terms.

10.3 Rights and obligations about advertising in the annual Sage developer directory.

You agree to promote your company, software or service in the annual Sage developer directory (or other similar publication, if we no longer publish the directory) within 18 months of the date you first subscribe as a Professional Developer. This promotion may consist solely of listing your company name and selected contact details in the directory. We will provide this listing to you free of charge, for so long as you subscribe as a Professional Developer.

10.4 Right to re-sell Sage software to end user customers

10.4.1 In this clause:

**'Resale Products'** means Sage products and services which you purchase from us for resale to your customers.

**'Customers'** means your customers to which you have supplied Resale Products.

10.4.2 We give you the non-exclusive right to distribute Resale Products to your end user customers in the UK, for use with their own business data. You may not distribute Resale Products to unauthorised or non-accredited third party resellers or distributors.

10.4.3 You agree to comply with the Product Terms relating to the Resale Products. These Product Terms set out the details of basis on which you may distribute the Resale Products, and are available at [www.sage.co.uk/partners](http://www.sage.co.uk/partners).

10.4.4 You shall comply with all rules, regulations and laws affecting your distribution of the Resale Products, including those relating to e-commerce, data protection, direct marketing and anti-competitive practices.

10.4.5 You shall ensure that every Customer is made aware before they install or use any Resale Product of the need for them to accept (electronically or by hand written signature) and comply with the terms of our software licence agreement or other agreement governing the use of a Resale Product (**'Software Licence Agreement'**), a copy of which you shall provide to every Customer before they install or use any such Product. If required by us to do so (including by a term in the Schedule), you shall provide us with a paper and/or electronic copy of the Software Licence Agreement, duly completed and signed in handwriting by an authorised signatory of the Customer. You will inform us immediately in writing if you become aware that a Customer has breached their Software Licence Agreement. We will provide you with access to copies of our relevant Software Licence Agreements on request.

10.4.6 If any of the Resale Products include the provision of support and/or maintenance for all end users (including you), or if we provide you with such service under a separate agreement, you agree to use it only for your own operational business purposes relating to your own data, and not to use it for or on behalf of any of your Customers.

10.4.7 Orders for the Resale Products ("**Orders**") must be made in accordance with our current ordering procedure. No contract or obligation for the supply of the Resale Products shall arise between us unless and until an Order has been accepted by us, which occurs when we invoice you for an Order. Any indication of pricing given prior to our invoice is for guidance only.

10.4.8 We reserve the right to refuse to accept Orders. We will use reasonable endeavours to inform you if we do not accept an Order as soon as possible after receipt of your Order and will refund to you any sums already paid by you in respect of that Order. Once we have accepted your Order, you may not cancel it.

10.4.9 We will use our reasonable endeavours to ensure that Ordered Resale Products are delivered in accordance with the delivery time agreed by us, but we shall not be under any liability for any failure to do so.

10.4.10 If there is any problem with any Ordered Resale Products you will notify us as soon as reasonably possible and in any event within ten days.

10.4.11 We will fulfil all Orders on the terms of this Agreement to the exclusion of all other terms and conditions, including any communicated by you at any time prior to, with or after an Order.

10.4.12 Unless we have expressly agreed in writing to the contrary prior to receiving an Order, if there is any inconsistency between an Order and the terms of this Agreement, the latter shall have precedence. You shall clearly and in good faith identify to us any inconsistencies of which you are, or ought to be, aware between an Order and the terms of this Agreement.

10.4.13 The fees, prices and charges to be paid by you from time to time for the supply of Resale Products and otherwise in connection with this Agreement are set out in the relevant documentation on [www.sage.co.uk/partners](http://www.sage.co.uk/partners). We may amend this documentation at any time by giving you written notice, including by email or notice published on [www.sage.co.uk/partners](http://www.sage.co.uk/partners).

10.4.14 The Resale Products will be at your risk from the date of delivery to you or to an address notified by you to us and, except to the extent required by law, we shall have no obligation to replace damaged or lost Resale Products once risk in them has passed to you.

10.4.15 Notwithstanding any other provision in this Agreement, you:

(a) shall distribute the Resale Products on your own account at such prices as you may consider reasonable; and

(b) are not required to monitor prices or provide any information the main purpose of which is to directly or indirectly fix any prices or charges.

10.4.16 If acting reasonably, we believe that you are not complying with your obligations under this Agreement, you shall permit us, or our nominated representative, access to your premises during business hours only and on reasonable prior notice, for the purposes of ensuring that you are complying with your obligations under this Agreement.

10.4.17 You shall supply to us such information as we may from time to time reasonably request, which information is or may be relevant to your performance of your obligations and rights in this Agreement, including about your financial and trading position. You agree to keep and provide to us accurate records of new Customers and prospective Customers. You acknowledge that we may contact Customers (being our customers as well as yours) for our own business purposes and that such contact will not result in us being in breach of clause 8 or any other clause of this Agreement.



If you would like this information  
in an alternative format please  
contact Customer Care on **0845 111  
66 66** or email **[access@sage.com](mailto:access@sage.com)**



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