Micropay Software Licence Agreement & Terms and Conditions
(Last updated: May 2018)

Your use of this product is subject to our standard terms and conditions. If you have purchased a perpetual licence for Micropay the Software Licence Agreement in Part A applies to you. If you have purchased Micropay Subscription for the product and support then 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 this product in any way.

PART A

Before you, (the "Customer"), click on the "I Agree" button at the end of this software licence agreement (the "Agreement") and install the software (the "Software"), carefully read the terms and conditions including Exhibit A contained in this Agreement. You should print off a copy of this Agreement and retain it for your records. By clicking on the "I Agree" button and installing the Software the Customer signifies its acceptance of the terms and conditions contained in this Agreement and is thereby entering into a legally binding agreement. If the Customer does not agree to be bound by the terms and conditions of this Agreement the Customer should click on the "NO" button at the end of this Agreement and should not install or use the Software. If the Customer has obtained the Software directly from Sage Hibernia Limited trading as Sage Ireland and referred to as "Sage Ireland" in this Agreement, the Customer should return the Software and its associated documentation to Sage Ireland in accordance with the returns procedure which is available on Sage Ireland's website at www.sage.ie, or by telephoning Sage Ireland directly on 353-1-642 0800. If the Software and its associated documentation was acquired from a third party, the Customer should contact the third party directly in order to return the Software in accordance with that party's refunds policy (if any).

Definitions

In this Agreement, these words have the following meanings:

"**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.
"**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.
"**Customer Personal Data**" has the meaning set out in clause 10.1.
"**GDPR**" means EU General Data Protection Regulation 2016/679.
"**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.
"**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.
"**Data Processor**" a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.
"**Privacy Notice**" 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.
"**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.
"**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. LICENCE GRANT

1.1   When the Customer clicks on the "I Agree" button, Sage Ireland hereby grants the Customer, in consideration of the Customer's acceptance and continued observance of the terms of this Agreement together with the licence fees paid by the Customer for the Software, a non-assignable, non-transferable, non-exclusive licence to use the Software, on a single computer (for the single-user version), or on a single network server accessed by multiple computers (for the multi-user version), on the terms and conditions contained herein. Copyright and other intellectual property rights in the Software shall at all times remain vested in Sage Ireland and the Customer's rights in the Software shall be limited to those of a user licensed under the terms of this Agreement, such use also to be limited to the Customer's internal business purposes only.

1.2   How long your licence lasts depends on the software and why you are using it.

When you buy a licence to use our Software we (or your supplier) will tell you how long you may use it for. We may tell you in person, on our website or by using a notice in our software (and this will be confirmed in any documentation we give to you). Your right to use the software will (unless the Agreement is ended as described below) be for a specified period of time following installation (for example, this may be monthly or yearly and will be subject to you paying our applicable fees). This period will reflect our current Software licensing structure.

You will not be allowed to use the Software after that specified period ends unless we extend your right to use the Software. The way we extend your right to use the Software will depend on the Software you are using. We (or your supplier) will tell you how to extend your right to use the Software in each case.

We also allow use of some of our Software on a temporary basis to let you assess its suitability for your needs (we sometimes refer to this as a 'trial' or 'demonstration'). We (or your supplier) will tell you if you are only able to use the Software in this way before you receive it. If you want to use the Software after the end of the temporary period you will need to activate it using an activation key that we will provide to you (if you also agree to pay our fees). After you have activated the Software all of the terms of this Agreement will continue to apply to you. If you do not activate the Software, it will stop working and you should remove it in the way described under paragraph 7 below.

2.   WARRANTY AND MAINTENANCE

2.1   Sage Ireland warrants that for a period of 90 days from delivery:

2.1.1   the physical media on which the Software is supplied will be free from defects and workmanship; and

2.1.2   the Software will perform substantially in accordance with the relevant user documentation.

THE WARRANTIES SET OUT IN THIS CLAUSE 2 ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE COMMON LAW OR OTHERWISE INCLUDING, WITHOUT LIMITATION, THE IMPLIED TERMS OF SATISFACTORY OR MERCHANTABLE QUALITY, FITNESS FOR PURPOSE AND DESCRIPTION WHICH ARE HEREBY SPECIFICALLY AND UNRESERVEDLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SAGE IRELAND DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF IT WILL BE UNINTERRUPTED OR ERROR FREE. SAGE IRELAND DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OF THE SOFTWARE OR THE RESULTS OF SUCH USE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NO ORAL OR WRITTEN COMMUNICATIONS BY OR ON SAGE IRELAND'S BEHALF SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SAGE IRELAND HAS GIVEN.

2.2   Prior to the end of any free trial period for the Software which may be notified to the Customer by Sage Ireland (the "Expiry Date"), Sage Ireland may (at its discretion) provide the following maintenance and support services ("Maintenance and Support") to the Customer:-

(a)   error corrections; and

(b)   product updates; and

(c)   telephone assistance.

Telephone assistance when provided will be on Mondays to Fridays from 9.00am to 5.00pm excluding Bank Holidays. Whilst Sage Ireland will use reasonable endeavours to resolve any problems the Customer experiences, Sage Ireland does not guarantee that any telephone assistance that is given will be successful in resolving problems (in whole or in part).

2.3   After the Expiry Date, annual Maintenance and Support (including the right to receive product updates) may be purchased from Sage Ireland at Sage Ireland's then current rates. The prevailing terms and conditions relating to the provision of Maintenance and Support after the Expiry Date can be found on Sage Ireland's website at www.sage.ie.

3.   LIABILITY

3.1   SAGE IRELAND WILL ACCEPT LIABILITY WITHOUT LIMITATION FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF SAGE IRELAND AND SAGE IRELAND WILL FURTHER ACCEPT ALL LIABILITY IN THE TORT OF DECEIT.

3.2   SUBJECT TO CLAUSE 3.1, SAGE IRELAND SHALL NOT BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR LOSS OF PROFITS (DIRECT OR INDIRECT) LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS LOSS OF GOODWILL OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, HOWSOEVER ARISING, EVEN IF SUCH LOSS OR DAMAGE RESULTED FROM ITS NEGLIGENCE OR WAS REASONABLY FORESEEABLE OR SAGE IRELAND HAS BEEN ADVISED OF THE POSSIBILITY OF THE CUSTOMER INCURRING THE SAME.

3.3   SUBJECT TO CLAUSE 3.1, SAGE IRELAND'S TOTAL LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE RELATING TO THE SOFTWARE, THE PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF OR IN RELATION TO THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SOFTWARE.

4.   COPYING OF PROPRIETARY INFORMATION

The Customer agrees not to reproduce, copy or duplicate translate, adapt, arrange or alter any part of or all of the Software and to prevent its agents, employees and representatives from copying, translating, adapting, arranging, altering or duplicating any part of or all of the Software, except for back-up, interoperability or archival purposes (in each case to the extent permitted by law), without the prior written consent of Sage Ireland. Should any portion of the Software be copied or duplicated for other reasons than back-up, interoperability or archival purposes, the Customer shall immediately notify Sage Ireland of the circumstances surrounding such event and shall assist Sage Ireland in enforcing its rights against any parties who are in violation of this Agreement.

5.   INDEMNIFICATIONS

5.1   Sage Ireland shall indemnify the Customer against final judgements in favour of third parties in respect of claims by third parties based on use by the Customer of the Software alleged to infringe any copyright, patent, trade mark, trade secret, proprietary information or other intellectual property right of the third party. The Customer shall promptly notify Sage Ireland in writing on the Customer first becoming aware of any circumstances which might give rise to a claim by the Customer under this clause and if the Customer fails to give such prompt notification, the Customer's right to an indemnity from Sage Ireland shall be extinguished. The Customer shall give and procure for Sage Ireland the exclusive right to conduct negotiations and litigation on the Customer's behalf (including the right to issue, settle and defend proceedings in the Customer's name) against an indemnity by Sage Ireland for any costs which may be awarded against the Customer in connection with any claim which may give rise to a claim for an indemnity under this clause and shall assist Sage Ireland in the conduct of such negotiations and litigation as Sage Ireland may require. If the circumstances are notified to Sage Ireland as provided in this clause, Sage Ireland reserves the right at its sole option to:-

(i)   replace the Software with a compatible, functionally equivalent, and non-infringing product; or

(ii)   obtain at Sage Ireland's cost, a licence for the Customer to continue using of the Software; or

(iii)   refund the price paid by the Customer for the Software and terminate the licence.

5.2   Sage Ireland's indemnity under clause 5.1 shall not apply to any use of the Software which has been in anyway modified or adapted (otherwise than by Sage Ireland or with Sage Ireland's consent) after the Software is delivered by Sage Ireland to the Customer if the claim in question would not have arisen but for such modification or adaption.

5.3   Clauses 5.1 and 5.2 state the entire obligation and liability of Sage Ireland and the sole remedy of the Customer with respect to any infringement or alleged infringement of any intellectual property right resulting from the use of the Software or any related materials.

6.   LICENCE MANAGER TECHNOLOGY

The Software also contains technology which checks specific information that is directly relevant to your use of the Software and which is contained in your computer, as against our records to make sure that the Software is being used as intended, in a manner to ensure legal compliance and for trouble shooting any problems. We may also use the information we collect about your usage in our development work. You agree that we may use this technology in the Software. Please be aware that if your usage of the Software is not as intended, we will contact you, and continued non-authorised usage may result in this agreement ending.

7.   TERMINATION

Sage Ireland may terminate this Agreement, without refund, immediately if the Customer fails to comply with any of the provisions of this Agreement and, if capably of remedy, does not rectify such non-compliance within 30 days of Sage Ireland's written notice thereof.   In such an event, the Customer shall immediately cease use of the Software and, at its own expense, remove from its computers all copies (including on-line, back-up and archival) of all the Software and return them to Sage Ireland or destroy them.

8.   NON-TRANSFERABLE LICENCE

The Customer acknowledges that the Software is the sole property of Sage Ireland and agrees not to assign, sub-licence or otherwise transfer the Software in any manner from the original single computer or single network computer upon which it was initially installed for use without:-

(i)   notifying Sage Ireland promptly in writing;

(ii)   payment of any applicable upgrade charges; and

(iii)   prior written consent of Sage Ireland.

9.   BINDING AGREEMENT; ENTIRE AGREEMENT

Upon acceptance of this Agreement by both parties, this Agreement shall constitute the entire Agreement between the parties and shall supersede all other oral or written agreements, representations, understandings or communications between the parties. Sage Ireland shall not be bound by additional provisions or provisions at variance herewith that may appear in the Customer's acknowledgement, purchase order, or in any other communication between the Customer and Sage Ireland.   Any product updates to the Software that may be supplied by Sage Ireland will be governed by the same terms and conditions of this Agreement.

10.   DATA PROTECTION

10.1   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..

10.2   You warrant and represent that you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
    10.2.1   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;
    10.2.2   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:
        10.2.2.1   you to disclose the Customer Personal Data to us;
        10.2.2.2   us to Process the Customer Personal Data for the purposes set out in this Agreement; and
        10.2.2.3   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.

10.3   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.

10.4   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.

10.5   You agree that we may record, retain and use Customer Data generated and stored during your use of the Software (including Customer Personal Data, which we shall Process as Data Controller as set out in our Privacy Notice, on the basis of our legitimate business interests), in order to:
        10.5.1   deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of the Software;
        10.5.2   carry out research and development to improve our, and our Affiliates', services, products and applications;
        10.5.3   develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Sage customers;
        10.5.4   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 10.5, please contact us at the email address set out in the Privacy Notice.

11.   MODIFICATION / WAIVER

This Agreement may not be modified except by a written addendum signed by duly authorised representatives of both parties. No term or provision shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

12. ASSIGNMENT

The Customer may not assign, transfer or otherwise dispose of its rights and obligations under this Agreement without the prior written consent of Sage Ireland. This Agreement is assignable by Sage Ireland.

13. NOTICES

All notices and other communications provided for or permitted under this Agreement shall be sufficient if contained in writing and delivered by hand, or by prepaid registered mail or by facsimile transmission. All such notices or communications shall be deemed received on delivery if delivered by hand, or after 2 working days if sent by prepaid registered mail or on the following working day if sent by facsimile transmission.

14. SURVIVAL

The Customer's obligations under paragraphs 2, 3 and 4 shall survive the termination of this Agreement.

15. SEVERABILITY

If any provision of this Agreement shall be held void, unenforceable or contrary to law, such provision shall be deemed to have been excluded from this Agreement ab initio and shall not affect any other provision of this Agreement, the remainder of which shall be construed as if the excluded provision had never formed part of it.

16. HEADINGS

The headings in this Agreement are for convenience only and do not in any way affect the construction or interpretation of the clauses in the Agreement.

17. THIRD PARTY MATTERS

17.1   No third party shall have any right to enforce the terms of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

17.2   You acknowledge that the Software may enable or assist you to submit data to, access the website content of, correspond with, and purchase products and services from, third party interfaces and that you do so solely at your own risk. We make no representation or commitment and will have no liability or obligation whatsoever in relation to the submission of data, content or use of, or correspondence with, any such third-parties, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party interface is between you and the relevant third party, and not us. We recommend that where appropriate you refer to the third party's terms and conditions prior to using the relevant third-party website and services. We do not endorse or approve any third-party services, website or interface nor the content of any of the third-party website made available via the Software.

18. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of Ireland (excluding Northern Ireland) and the parties hereby submit to the non - exclusive jurisdiction of the Irish courts.

Sage Hibernia Limited trading as Sage Ireland, One Central Park, Leopardstown, Dublin 18

Tel: 353-1-642 0800 Fax: 353-1-642 0899 www.sage.ie

PART B

Your subscription to our Solution is subject to these Terms and Conditions and our Privacy Notice (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 Solution. 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 Solution. If you don't accept this Agreement, you should contact us or the Sage Partner you purchased your subscription from immediately and not install, access or use the Solution in any way.

We may update this Agreement at any time, the most recent versions 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 Solution 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 Solution. If we make a change that's materially detrimental to you, you may terminate this Agreement and we will reimburse any prepaid Subscription Fees from the date of termination for the remaining Initial Subscription Term, if any.

1. Definitions
1.1. In this Agreement, these words have the following meanings:
"Authorised Users" – your employees, agents, contractors and advisers that are permitted to access the Solution and you assume responsibility for;
"Business Day" – any day which is not a Saturday, Sunday or Public Holiday in The Republic of Ireland;
"Confidential Information" - information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 11, including without limitation Customer Data;
"Customer Data" – shall mean the data, information or material provided, inputted or submitted by you or on your behalf into the Software, which may include data relating to your customers and/or employees;
"Customer Personal Data" – has the meaning set out in Clause 5.1;
"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;
"Data Processor" - a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller;
"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;
"Documentation" – the documentation and information made available to you by us (for example our invoices and information on our Website) or a Sage Partner from time to time which describe the Solution, Subscription Fees, payment and user instructions but excluding marketing literature;
"Effective Date" – the date we or the Sage Partner accepts your order for the Solution;
"Fixed Renewal Terms" – 12 calendar months (or such other timeframe we may agree in writing) from the date of expiry of the Initial Subscription Term or a previous Fixed Renewal Term;
"GDPR" - means EU General Data Protection Regulation 2016/679;
"Initial Subscription Term" – 12 calendar months (or such other timeframe as we may agree in writing) from and including the Effective Date;
"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;
"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;
"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;
"Product" – the software package your subscription relates to currently known as Micropay as described in the Documentation, including any Updates or Upgrades issued by us during the term of this Agreement;
"Sage Partner" – any accredited partner or Sage approved reseller, distributor or dealer from whom you may purchase the Solution;
"Solution" – the provision by us to you of the Product and Support on a subscription basis as described in the Documentation;
"Subscription Fees" – the fees payable by you to us at the agreed intervals for the Solution as set out in the Documentation;
"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;
"Support" – the product support package provided by us which you subscribe for, as described in the Documentation, being Essential Licence, Essential Licence Plus, Essential Licence Expert or such other support service as we may provide and notify you of in writing relating to the Product;
"User Parameters" – the restrictions on use of the Product as set out in clause 3;
"Updates" – a permanent fix to a known problem in the Product or due to a change to legislation released by us from time to time;
"Upgrades" – a major revision to the Product which adds new or different functions or capabilities released by us from time to time;
"Website" – www.sage.ie;
"us" "we" "Sage" and "our" – Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: One Central Park, Leopardstown, Dublin 18; and
"you" and "your" – the customer who subscribes for the Solution.
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.

2. The Product

2.1. As part of your subscription, we grant a non-exclusive licence to you to use the object code of the Product in accordance with this Agreement and the Documentation.

2.2. To use the Product you must activate it by entering your Sage account number and product serial number. We or your Sage Partner will provide this to you following receipt of registration information from you.

2.3. You must not:

    2.3.1. change the Product, take it apart or permit others to do so without our express written permission;

    2.3.2. copy any part of the Product or allow anyone else to, except for making one back-up copy of it (which we encourage you to do). We permit a back-up copy to be used on a computer if your original copy is no longer available. This clause does not limit, however, your ability to take multiple copies of your Customer Data (and again we encourage you to do this).

2.4. You agree to:

    2.4.1. use the Product strictly in accordance with this Agreement; and

    2.4.2. promptly install any Updates we may issue to you.

2.5. The Product may include a feature which you can enable to automatically check our Website for Updates and to apply them to the Product. You can configure this feature to suit your preferences. If you use it, certain information excluding Customer Data will be collected and recorded by us from your system, such as what operating systems you use.

2.6. If we have agreed in the Documentation, you can load and use the Product on a computer network provided that you do so in accordance with this Agreement. Doing this may affect the performance of the Product. If you use the Product on a network which is not a local area network (a network of computers linked by private connections) there is a risk that the Product will not perform as intended, we may not be able to provide Support to you in those circumstances and, accordingly, the statements in clause 8.1 will not apply.

2.7. You are not permitted to use the Product on a hosted environment or a third party's hosted environment (meaning computers that your Authorised Users may access and use through the internet).

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

    2.8.1. ensure no more than the specified number of Authorised Users can use the Product at any one time;

    2.8.2. 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;

    2.8.3. collect information about how you and your Authorised Users use the functions or the features of the Product; and

    2.8.4. gather statistical information about the operating system and environment on which the Product is installed.

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.

3. User Parameters

3.1. The Product must only be used:

    3.1.1. for your legitimate internal business purposes with your own information or the demonstration data supplied with the Product (unless we have granted you the additional rights at clause 3.4);

    3.1.2. to process the data for the agreed number of employees as set out in the Documentation (by "employee" we mean a person whose pay details you manage using the Software whether or not currently employed by you);

    3.1.3. to process data for the specified number of companies as set out in the Documentation (by "company" we mean a single set of your own records and information containing a unique business name); and

    3.1.4. for the number of Authorised Users (whether named or concurrent) as set out in the Documentation (you must not allow any other person or organisation to use the Product).

3.2. If you have bought a 'single user' licence, only one Authorised User can use the Product and you can only install the Product on one computer.

3.3. If you have bought a 'network licence', up to the number of Authorised Users identified in the Documentation can use the Product at any one time and you may install the Product on a single network server accessed by multiple computers.

3.4. If we have told you that you can use the Product to provide Solution to others (who are not part of your business) you can do so for up to the number of users, employees and/or companies we (or your Sage Partner) have agreed as set out in the Documentation.

3.5. You can decrease the number of Authorised Users able to access the Product, companies or employees you use the Product to process the payroll for, but we will not reduce the Subscription Fee until the earlier of: the end of the Initial Subscription Term; or, if after the end of your Initial Subscription Term, the end of the calendar month in which you request and we agree to such a change.

4. The Support Services

4.1. As part of your subscription, we will provide the Support to you in accordance with this Agreement and the Documentation. Support will be accessible during the hours set out in the Documentation and may be given at our discretion by way of telephone, email, web chat, remote assistance and self-help online support or other method. Telephone assistance when provided will be on Mondays to Fridays from 9.00am to 5.00pm excluding Bank Holidays. Unless we agree otherwise, Support does not include support or other assistance for any hardware, third party software or other equipment used with your Product.

4.2. You can change the Support you subscribe for at any time by emailing sagecover@sage.ie. The change to your Support will take effect from the first day of the calendar month following the month in which you make the change request.

4.3. When you contact us by telephone, we use:

    4.3.1. call recording software and may record your call for security and training purposes and for other purposes which help us to provide high quality services, including to keep a record of the Support provided to you; and

    4.3.2. caller recognition technology to deal with your call in the most effective way. Please ensure you do not withhold you telephone number if you would like us to prioritise your call in this way.

4.4. If we provide you with remote assistance, you agree to accept a software file onto your computer system(s) where necessary to allow us to

provide that assistance and you understand that by doing so we will be temporarily able to access and control your computer. You will be able to see everything we can see and you will be able to monitor what we do. At any point whilst we are providing remote assistance you can ask us to stop the sessions and sever the link between our systems and yours.

4.5. If we give you the opportunity to participate in our webinars from time to time, you acknowledge we may cancel them or that you may not be able to participate in particular sessions. Webinars rely on internet connectivity so we cannot guarantee that access will be uninterrupted. Accordingly, you agree that we won't be responsible if you are unable to participate in a webinar for any reason.

4.6. We will do everything reasonably within our control to ensure that the sections of our Website accessible to you as part of the provision of Support are free from viruses; however, we cannot guarantee this and you should use your own virus-protection software. From time to time we may temporarily stop providing access to our Website for maintenance, repairs or other reasons but where possible we will try to make sure this happens outside of normal business hours. We cannot guarantee that our Website will be compatible with your browser or computer set up or that your access will not be interrupted as this may be beyond our control.

5. Data Protection

5.1 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..

5.2 You warrant and represent that:

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

5.2.2 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;

5.2.3 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:

5.2.3.1 you to disclose the Customer Personal Data to us;

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

5.2.3.3 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.

5.3 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.

5.4 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.

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

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

5.5.2 carry out research and development to improve our, and our Affiliates', services, products and applications;

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

5.5.4 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 5.5, please contact us at the email address set out in the Privacy Notice.

6.   Third Party Providers

6.1.   You acknowledge that the Solution may enable or assist you to submit data to, access the website content of, correspond with, and purchase products and services from, third party interfaces and that you do so solely at your own risk. We make no representation or commitment and will have no liability or obligation whatsoever in relation to the submission of data, content or use of, or correspondence with, any such third-parties, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party interface is between you and the relevant third party, and not us. We recommend that you refer to the third party's terms and conditions prior to using the relevant third-party website and services. We do not endorse or approve any third-party services, website or interface nor the content of any of the third-party website made available via the Solution.

7.   Your Obligations

You agree to:

7.1.   pay the Subscription Fee when due in accordance with clause 9;

7.2.   provide us with:

      7.2.1.   all necessary co-operation in relation to this Agreement; and

      7.2.2.   all necessary access to such information as we may reasonably require in order to provide the Solution, including but not limited to Customer Data, security access information and configuration services;

7.3.   comply with all applicable laws and regulations in respect of your activities under this Agreement;

7.4.   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 Solution as a result of any third party act or omission;

7.5.   ensure that the Authorised Users use the Solution in accordance with this Agreement and you will be responsible for any Authorised User's breach of this Agreement;

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

8.   Our Obligations and Guarantees

8.1.   We warrant that for 90 days from the Effective Date the:

      8.1.1. physical media on which the Product is supplied will be free from defects; and

      8.1.2. Product will perform as described in the Documentation provided that you use the Product in accordance with this Agreement and the Documentation. If you write to tell us within that time frame that the Product does not comply with this warranty and this affects how you can use the Solution (and our checks verify this) we will either provide a replacement Product to correct the problem or refund to you (or your Sage Partner) the total amount of Subscription Fees paid to us by you to date and this Agreement will terminate with immediate effect.

8.2.   We agree that the Solution will be performed substantially in accordance with the Documentation and with reasonable care and skill.

8.3.   We:

      8.3.1.   do not warrant that your use of the Solution will be uninterrupted or error-free, or that the Solution, Documentation and/or the information obtained by you through the Solution 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 Solution at the point of purchase); and

      8.3.2.   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 Solution may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.   Charges and Payment

9.1.   Where you subscribe directly with us for the Solution, you will on the Effective Date provide to us valid up-to-date and complete purchase order information, billing details and complete a continuous direct debit mandate authority. We will raise an annual invoice which we will take partial payment against at the agreed intervals for the Subscription Fees from your nominated bank account via direct debit on the dates agreed in the Documentation. No Initial Subscription Term applies in this instance.

9.2.   Where you subscribe for the Solution through one of our Sage Partners, you will be required to pay the Subscription Fees in advance for the duration of the Initial Subscription Term. At the end of the Initial Subscription Term, and thereafter, we will issue further invoices to your Sage Partner for Fixed Renewal Terms which you will also be required to pay in advance.

9.3.   If we have not received payment of the applicable Subscription Fees 30 days after the due date, without prejudice to our other rights or remedies:

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

      9.3.2.   interest will accrue on such overdue amounts at an annual rate equal to 4% over the then current EURIBOR at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

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

      9.4.1.   payable in Euros;

      9.4.2.   subject to clause 13.4.2, non-cancellable and non-refundable;

      9.4.3.   exclusive of value added tax which will be added to our invoices at the appropriate rate.

      We will be entitled to increase the Subscription Fees at any time to take effect at the end of your Initial Subscription Term, Fixed Renewal Term, or issuance of your next annual invoice thereafter provided that you can terminate this Agreement within 60 days of being notified of the change (such notification being the earlier of: issuance by us of an invoice to you for the increased Subscription Fee; or, a communication advising of changes to the Subscription Fee) should the increase be unacceptable to you.

9.5. For the purposes of clause 14.2.1, failure to pay the Subscription Fees when due constitutes a material breach of this Agreement.

10. Proprietary Rights

10.1. You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Solution 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, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Solution or the Documentation.

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

11. Confidentiality

11.1. 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:
- 11.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
- 11.1.2. was in your or our lawful possession before the disclosure;
- 11.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 11.1.4. is independently developed by the receiving party, which can be shown by written evidence; or
- 11.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2. 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.

11.3. 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.

11.4. This clause 11 will survive termination of this Agreement, however arising.

12. Indemnity

12.1. 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 Solution, provided that:
- 12.1.1. we give you prompt notice of any such claim;
- 12.1.2. we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
- 12.1.3. you are given sole authority to defend or settle the claim.

12.2. We will defend you, your officers, directors and employees against any claim that the Solution infringes any 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:
- 12.2.1. you give us prompt notice of any such claim;
- 12.2.2. you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
- 12.2.3. we are given sole authority to defend or settle the claim.

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

12.4. 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:
- 12.4.1. a modification of the Solution by anyone other than us; or
- 12.4.2. your use of the Solution in a manner contrary to the instructions given to you by us; or
- 12.4.3. your use of the Solution after notice of the alleged or actual infringement from us or any appropriate authority.

12.5. 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. Limitation of Liability

13.1. This clause 13 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
- 13.1.1. arising under or in connection with this Agreement;
- 13.1.2. in respect of any use made by you of the Solution and Documentation or any part of them; and
- 13.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2. Except as expressly and specifically provided in this Agreement:
- 13.2.1. you assume sole responsibility for results obtained from the use of the Solution by you, and for conclusions drawn from such use; and
- 13.2.2. 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.

13.3. Nothing in this Agreement excludes our liability for:
- 13.3.1. death or personal injury caused by our negligence;
- 13.3.2. fraud or fraudulent misrepresentation; or
- 13.3.3. any other matter we cannot limit or exclude under applicable law.

13.4. Subject to clause 13.2 and clause 13.3:
- 13.4.1. we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:

13.4.1.1. 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 pure economic loss; or

13.4.1.2. 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

13.4.2. our total aggregate liability in contract (including in respect of the indemnity at clause 12.2), 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 months immediately preceding the date on which the claim arose.

13.5. You agree that the limitations set out in this clause 13 and restrictions in this Agreement are reasonable because they reflect the fact that:

13.5.1. we cannot control how and for what purpose you use our Solution;

13.5.2. we have not developed the Solution specifically for you; and

13.5.3. 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;

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

14. Term and Termination

14.1. This Agreement will, unless otherwise terminated in accordance with this Agreement or as provided in this clause 14, commence on the Effective Date and continue until either:

14.1.1. we receive not less than 90 days written notice from you or your Sage Partner to terminate this Agreement on your behalf, such notice to expire no earlier than the last day of your Initial Subscription Term or Fixed Renewal Term; or

14.1.2. we serve not less than 90 days written notice on you, such notice to expire no earlier than the last day of your Initial Subscription Term or Fixed Renewal Term.

14.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement immediately without liability to the other if:

14.2.1. 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; or

14.2.2. 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; or

14.2.3. 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; or

14.2.4. 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; or

14.2.5. 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

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

15. Effect of Termination

15.1. If we elect to terminate this Agreement in accordance with clause 14.2 during the Initial Subscription Term, we will invoice you for the Subscription Fee payable for the remaining duration of the Initial Subscription Term (if any) which will be payable by you within 30 days.

15.2. On termination of this Agreement for any reason:

15.2.1. no refunds are due to you from us for prepaid Subscription Fees (if any);

15.2.2. all licences granted under this Agreement will immediately terminate and you will uninstall the Product and cease use of the Solution. If requested by us, you shall return all copies of the Product and certify in writing your compliance with this clause;

15.2.3. 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;

15.2.4. we may destroy or otherwise dispose of any Customer Data in our possession unless we receive, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to you of the then most recent back-up of your Customer Data (where applicable). We will use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You will pay all reasonable expenses incurred by us in returning or disposing of Customer Data; and

15.2.5. 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. General Terms

16.1. Save as provided in clause 14.2.1, any notice required to be given under this Agreement will be sent by email to us at sagecover@sage.ie or to you at the email address you provide to us at the point of registration, or such other email address as either party provides during the term of this Agreement. Notices will be deemed to have been received on successful transmission of such emails.

16.2. 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.

16.3. 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.

16.4. 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.

16.5. This Agreement and all up to date Documentation constitute the entire agreement between you and us relating to the Solution, 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.

16.6. 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) 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.

16.7. 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).

16.8. 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.

16.9. 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. This means that only we, you and The Sage Group plc can enforce the rights set out in this Agreement.

16.10. 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 the Republic of Ireland and the parties hereby submit to the non-exclusive jurisdiction of the Irish courts.

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 Data 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 sub-processors in countries outside the EEA. We shall not transfer Personal Data outside the EEA to a sub-processor where such transfer is not subject to: (a) an adequacy decision (in accordance with Article 45 of the GDPR); or (b) appropriate safeguards (in accordance with Article 46 of the GDPR); or (c) binding corporate rules (in accordance with Article 47 of the GDPR), without your prior written consent.

8. Return and deletion

8.1. At your option, 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.