

**YOU WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY DOING ONE OR MORE OF THE FOLLOWING OR ALLOWING OR AUTHORISING A THIRD PARTY TO DO ONE OR MORE OF THE FOLLOWING FOR YOU: (1) CLICKING “I AGREE” OR A SIMILAR AFFIRMATION AS APPLICABLE WHICH APPEARS DURING THE INSTALLATION OF THE PROGRAM, (2) ACCESSING OR USING THE PROGRAM, OR (3) EXECUTING AN ORDER THAT INCORPORATES THIS AGREEMENT**

## 1. Definitions and Interpretation

### 1.1. Definitions

**“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control of the subject entity, where **“control”** is the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues.

**“Agreement”** means these terms, your Order(s), the Data Processing Agreement, Privacy Notice, any Statement(s) of Work between you and us, and any attachments, exhibits and annexes hereto or to an Order or a Statement of Work, or any other documentation or terms and conditions referred to within any of the aforementioned.

**“AI-generated Output”**: the content generated and returned to a User resulting from that User prompting or using Generative AI in the context of, or embedded within, the Services.

**“AI Input Data”**: Customer Data obtained in connection with your use of an AI System, including: (a) prompts (in whatever medium) inputted by you or a User of that AI System; and (b) user engagement, statistical, and aggregated data (including metadata) otherwise obtained in connection with your use or a User’s use of that AI System.

**“AI Data”**: together AI Input Data, AI-Generated Output Data and any data derived from or containing the same (including where such data, or a derivative of such data, is contained within Training Data).

**“AI System”**: deep learning, machine learning, and other artificial intelligence technologies, systems, models, tools and functionality, including Generative AI.

**“API”** means an application programming interface.

**“App”** means application software designed to run on a mobile device.

**“Approved Environment”** means servers and/or operating systems that meet Sage’s minimum specification for use with the Services, as more particularly set out in the Documentation.

**“Business Day”**: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**“Customer Data”** means the data, information or material provided, inputted, processed or submitted by you (or by Users on your behalf) into the Service.

**“Customer Support”** means assistance that we (or your Reseller) may provide or make available to you as more particularly set out in the Documentation.

**“Data Processing Agreement”** means our Data Processing Agreement posted on <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-processing-agreement/> (or such other URL as notified to you) as amended from time to time.

**“Data Protection Laws”**: has the meaning as set out in the Data Processing Agreement.

**“Documentation”** means the online or written user guides, specifications and manuals regarding the Service made available by us, and any updates thereto, but excluding marketing materials and sales publications.

**“Effective Date”**: the date you accept this Agreement in one of the ways set out above.

**“Fees”** means Licence Fees and/or Maintenance and Customer Support Fees, together with any other fees that may be due or payable under this Agreement.

**“Force Majeure Event”** means an act of God (e.g. a natural disaster, accident or epidemic) or another event outside of a party’s reasonable control (e.g. acts of war, terrorism, government or regulatory authority or by another third party outside the party’s control).

**“Generative AI”**: an AI System capable of generating content (such as text, code, images, videos and audio).

**“Initial Term”** means the initial term of this Agreement, as more particularly set out in your Order.

**“Installation Site”** means the business premises at which you install the Services.

**“Intellectual Property Rights”** means any patent, utility model, right to an invention, copyright and related rights, moral rights, trade mark, service mark or trade name, business name, domain name, right in software, right in design, right in databases, image right, right relating to passing off or unfair competition, right in get-up and goodwill, right to use and protect the confidentiality of confidential information (including know-how and trade secrets), and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply for and be granted) for, or renewal or extension of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Licence Fees”** means the licence fees payable by you to us (or your Reseller) for the right to use the Services, as more particularly set out in your Order.

**“Maintenance”** means Updates, upgrades, enhanced and new functionality, patches and fixes for the Services that we (or your Reseller) may provide or make available to you as more particularly set out in the Documentation.

**“Order”** means an ordering document (such as an Order Schedule) executed by you and us for subscription to Services and/or, if applicable, for the provision of professional services.

**“Personal Data”**: shall have the meaning as set out in the Data Processing Agreement.

**“Privacy Notice”**: the privacy notice posted on <https://www.sage.com/en-gb/legal/privacy-and-cookies/> (or such other URL as notified to you) as amended from time to time.

**“Renewal Term”** shall have the meaning set out in clause 3.2.

**“Reseller”** means an independent third party authorised or certified by us to act as a partner or distributor of the Service.

**“Sage”** means The Sage Group plc or an Affiliate thereof.

**“Sage Data”** means:

(a) the information on the Order, data about the configuration and

use of the Services, the Documentation, and other information provided to you via login in the Services or otherwise by Sage during performance under this Agreement; and (b) excludes: (i) Customer Data (including any AI Input Data); and (ii) AI-Generated Outputs.

**“Service”** means the products and services ordered by you under an Order and made available online by Sage, including any associated offline or mobile components, Updates (whether optional or mandatory), and any add-ons, modules, features or functionality that work with the products or services, but excluding all Third-Party Services.

**“Statement of Work”** means a statement of work between you and Sage for the provision of consulting or other professional services by Sage related to the Services.

**“Third-Party AI Provider”**: a provider, other than Sage, of a Third-Party AI Tool.

**“Third-Party AI Tool”** any tool, product or service of a third party that employs or makes use of an AI System provided by a Third-Party AI Provider.

**“Third-Party Provider”**: Third-Party AI Provider and/or Third-Party Service Provider, as the case may be depending on the context.

**“Third-Party Service(s)”**: any product (e.g. software of any kind, cloud services, or forms), tool (e.g. integration or development tools) or service (e.g. implementation, configuration, development or accounting) provided to you under a separate agreement or terms and conditions by a party other than Sage (a **“Third-Party Service Provider”**).

**“Training Data”**: training data, validation data and test data or databases used to train or improve an AI System.

**“Updates”**: any future modifications, additional features, enhancements, patches, fixes, revisions, and derivative works that may be made to Services or Documentation.

**“Users”** means those individuals who are authorised by you to access and use the Service. Users may include your employees, consultants, contractors or agents.

**“User Subscriptions”** means the number of user subscriptions purchased by you which entitle Users to access and use the Service, as more particularly set out in your Order.

**“we” “us” or “our”** means Sage (UK) Ltd.

**“you” or “your”** means the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then: (i) the person represents that they have the authority to bind such entity and its Affiliates to the terms of this Agreement; and (ii) “you” and “your” and “Customer” refers to such entity and its Affiliates (to the extent that Users who are employed or who are otherwise engaged as consultants, contractors or agents by Affiliates access and use the Service).

Other capitalised terms shall have the respective meanings given to them elsewhere in this Agreement.

1.2 Interpretation. In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) “including” and “includes” and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry, (d) references to a person include an individual, a body corporate and an unincorporated association of persons; (e) use of the singular shall be treated as including the plural and vice versa; and (f) a reference to writing or written

includes email but not faxes.

## 2. Usage Rights.

2.1. **Licence grant.** Subject to the rights and limitations set out in this Agreement and your payment of all Licence Fees when due, we grant you a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) licence to use the Services during the Subscription Term provided that: (i) your use of the Services: (a) is solely for your internal business purposes; (b) is in accordance with the scope of use set out in your Order and the Documentation; and (c) shall be restricted to use in object code form only; and (ii) unless otherwise specified in the Order, you install the Services on an Approved Environment at one Installation Site only.

2.2. Except as set out in your Order, you may during your Subscription Term transfer the Services from one Approved Environment and/or Installation Site to another, provided always that the Services is permanently deleted from your previous Approved Environment and/or Installation Site. You shall not: (i) unless you have purchased a separate disaster recovery licence pursuant to section 2.3, install the Services at any other premises other than your Installation Site; or (ii) permit any other unauthorised access to or use of the Services, and you shall notify us immediately in the event that you become aware of any unauthorised access or use.

2.3. **Backups and copies.** During your Subscription Term you may: (i) make backup copies of the Services for the sole purpose of reinstalling the Services; (ii) make one copy of the Services for use in a testing environment solely for internal testing purposes; and (iii) provided that you have paid the additional disaster recovery licence fees, make and install one copy of the Services at a disaster recovery site. In each case you shall record the number and location of all copies of the Services and use all reasonable endeavours to prevent unauthorised copying.

2.4. **Affiliate use.** You may either (i) process the data of an Affiliate (for the purposes of creating group or non-consolidated reports); or (ii) permit Users who are employed or who are otherwise engaged as consultants, contractors or agents by an Affiliate to access and use the Services on your behalf only if you: (a) have paid the relevant Licence Fees for such Users, and such Users form part of the User Subscriptions you have purchased from us; (b) maintain an accurate list of the relevant Affiliates and provide us with a copy of such list, upon request; and (c) promptly notify us of any change to the list of Affiliates specified in section 2.4(i) above.

2.5. **Limitations.** Except with our prior written consent, you shall not access or use all or any part of the Services if you provide, or intend to provide, any service or functionality which competes with the Services, or for any other benchmarking or competitive purposes. Any breach of this section 2.5, by you, shall amount to a material breach of this Agreement

2.6. **Compatibility.** You are solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems (or those provided by a Third-Party Provider) to the Services, and for all problems, conditions, delays, delivery failures, costs and all other loss or damage arising from or relating to your (or any Third-Party Provider's) network connections, telecommunications links or caused by the internet.

2.7. **User Subscriptions.** You undertake that: (i) the maximum number of Users that you permit to access and use the Services shall not exceed the number of User Subscriptions that you have purchased from us; and (ii) Users shall keep confidential any user ID's and passwords relating to their use of the Services.



- 2.8. Changing your subscription. You may during the Subscription Term request changes to your subscription, which may include changes to User Subscriptions or changes to the modules you subscribe to. If you request additional User Subscriptions or additional modules then you shall pay to us, on a prorated basis for the remainder of the Initial Term or the then current Renewal Term, the relevant fees (based on our then current price list) for such additional User Subscriptions or modules. If you request a reduction in the number of User Subscriptions or modules you subscribe to at any stage during the Subscription Term, then you may only do so with effect from the commencement of your next Renewal Term, at which point the Licence Fees payable for your next Renewal Term will be calculated (as per our then current price list) taking into account the changes to your subscription. You shall pay any adjusted Licence Fees in accordance with the provisions of section 5.3.
- 2.9. Your obligations. You shall: (i) provide us with all necessary co-operation in relation to this Agreement, and all necessary access to such information as we may require in order to fulfill our obligations under this Agreement; (ii) carry out all of your obligations under this Agreement in a timely and efficient manner, failing which we may adjust any agreed timetable or delivery schedule as reasonably necessary; (iii) ensure that the Users use the Services only in accordance with the Documentation and the terms of this Agreement, and be responsible for any User's breach of this Agreement; (iv) obtain and maintain all necessary licenses, consents and permissions necessary to allow us (or our employees, consultants, subcontractors or agents) to perform our respective obligations under this Agreement; (v) ensure that your network and systems comply with any requirements as notified to you from time to time; (vi) comply with all notices, policies and instructions relating to the Services which we (or your Reseller) provide to you, from time to time; (vii) be solely responsible for the accuracy, quality, reliability, integrity and legality of the Customer Data and for obtaining the necessary consents and permissions to allow you to input Customer Data into the Services.
- 2.10. Restrictions. You shall not: (i) licence, rent, sell, resell, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or make the Services available to any third party other than your Users, or include the Services as part of a facility management, timesharing or service bureau arrangement except as expressly authorised in the Agreement; (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer, copy (except as expressly provided for under this Agreement), modify or make derivative works based upon the Services; (iii) remove any proprietary notices or labels from the Services or the Documentation; (iv) use the Services, including through a Third-Party Service, for any purpose other than those for which it was designed and specifically not use it: (a) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or regulations; (b) to provide us with fraudulent information; (c) to send or store material which violates the rights of a third party; (d) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) to interfere with or disrupt the integrity or performance of the Services or other data contained therein or threaten to do the same; or (f) for any other illegal or unlawful purposes. You shall not facilitate or assist a third party in any of the activities described in this section 2.10.
- 2.11. In the event that you breach any of the provisions of section 2.10, then we reserve the right, without liability or prejudice to our other rights under this Agreement, to: (i) immediately suspend the provision of Maintenance and/or Customer Support; and/or (ii) request that you uninstall the Services (including, where applicable, all copies of the Services), in which case you shall carry out such uninstallation immediately (and in any event within ten (10) days of receiving our request to do so).
- 2.12. Using a Sage application together with the Services. We may make available to you an App which will allow you to access the Services. Your access to and use of the App is subject to the terms of this Agreement and any supplemental terms and conditions governing the use of the App. Where there is a conflict between this Agreement and any supplemental terms accompanying the App, those supplemental terms shall prevail in respect of the conflicting subject matter.
- 2.13. API. If the Services offers integration capabilities via an API, your use of the API may be subject to additional costs, Sage specific policies and terms and conditions (which shall prevail in relation to your use of the API). You may not access or use the API in any way that could cause damage to us or the Services, or in contravention of any applicable laws. We reserve the right in our sole discretion, to: (i) update any API from time to time; (ii) place limitations around your use of any API; and (iii) deny you access to any API in the event of misuse by you or to otherwise protect our legitimate interests.
- 2.14. AI Systems:
- 2.14.1. You hereby expressly acknowledge and agree that we may, during the course of carrying out the Services or otherwise in connection with this Agreement, use AI Systems. Unless otherwise agreed by us in writing, we may make use of AI Systems without specific notice to or approval from you.
- 2.14.2. We may modify or discontinue any AI Systems integrated to our Services (or that otherwise form part of our Services) at our discretion.
- 3. Customer Support, Maintenance and Professional Services**
- 3.1. Customer Support and Maintenance. We will use reasonable endeavours to provide Customer Support and Maintenance in accordance with the Documentation. You shall promptly install all Maintenance that we (or your Reseller) make available to you. We will not be required to provide Customer Support or Maintenance where any errors in the Services arise from: (i) your failure to fulfil or comply with your obligations under this Agreement; or (ii) any other circumstance where it is stated in the Documentation that such Customer Support and Maintenance will not be provided. If we offer enhanced Customer Support and/or Maintenance then you may purchase these services separately in accordance with our then current price list.
- 3.2. Unless otherwise expressly stated in your Order, you shall be required to purchase Maintenance and Customer Support from us for the Initial Term, in which case your right to access such Maintenance and Customer Support shall commence on our around the Effective Date. Your right to access Maintenance and Customer Support shall automatically renew for successive periods of twelve (12) months (unless a different period is agreed in writing between the parties) (each a **"Renewal Term"**) unless either party gives the other party notice of non-renewal at least sixty (60) days before the end of the Initial Term or any Renewal Term, in which case your ability to access Maintenance and Customer Support shall cease upon expiry of the Initial Term or applicable Renewal Term. If you fail to give us notice of non-renewal within the timescales specified in this section 3.2, then you shall remain liable for the Maintenance and Customer Support Fees for the remainder of the following Renewal Term.
- 3.3. Professional Services. We may also provide you with other

services, such as consulting, training or development services. Any such services or requirements are outside the scope of this Agreement and shall only be provided by us subject to the terms of a separate written agreement between the parties.

#### 4. Third-Party Services and Third-Party AI Tools

4.1. No Endorsement or Warranty. We may present to you, or the Services may integrate with, Third-Party Services and Third-Party AI Tools that are offered by Third-Party Providers. We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any such Third-Party Services, Third-Party AI Tools or any Third-Party Providers. Accordingly, we shall not be liable whatsoever for any damages, liabilities or losses caused by any act or omission in respect of a Third-Party Service, a Third-Party AI Tool or Third-Party Provider, irrespective of whether it is: (i) described as “authorised,” “certified,” “recommended” or the like; or (ii) included in your Order or the Services. Your use of Third-Party Services and Third-Party AI Tools is subject to the terms and conditions imposed by the relevant Third-Party Providers in addition to this Agreement (to the extent applicable). If there is a conflict or inconsistency between this Agreement and such terms and conditions imposed by the Third-Party Providers, this Agreement shall take precedence in connection with the use of the Service. You are solely responsible for evaluating Third-Party Services, Third-Party AI Tools and Third-Party Providers, and for reviewing all applicable terms and conditions of any such Third-Party Providers.

4.2. Disclaimer. We have no obligation to make available or provide support for Third-Party Services and/or Third-Party AI Tools and do not guarantee the initial or continuing interoperability of the Services with any Third-Party Services or Third-Party AI Tools. If the Third-Party Services and/or Third-Party AI Tools cease to be made available for interoperation with any feature of the Services, we may cease providing such feature without providing you with any refund, credit or other compensation.

4.3. Data Sharing. If you obtain a Third-Party Service or Third-Party AI Tool that requires or otherwise involves access to or transfer of Customer Data, you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider’s own privacy notices and policies, and that we are authorised to provide the Customer Data as requested by the Third-Party Provider. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service or Third-Party AI Tool obtained by you.

#### 5. Fees and Payment

5.1. In consideration of the provision of the Services you shall pay to us the Licence Fees. We will invoice you on or around the Effective Date for the Licence Fees. If you purchase additional Users or modules, then we will invoice you separately for the relevant Fees in accordance with the provisions of section 2.8.

5.2. In consideration of the provision of the Maintenance and Customer Support you shall pay to us the Maintenance and Customer Support Fees. We will invoice you on or around the Effective Date for the Maintenance and Customer Support Fees payable in respect of the Initial Term and, subject to section 3.2, at least thirty (30) days prior to the commencement of each Renewal Term for the Maintenance and Customer Support Fees in respect of the relevant Renewal Term. We shall be entitled to increase the Maintenance and Customer Support Fees upon giving you reasonable prior written notice.

5.3. You agree to accept receipt of all invoices electronically. You shall pay all invoices within thirty (30) days of the date of the invoice. All Fees stated or referred to under this Agreement: (i) shall be payable in pounds sterling; and (ii) are, except as set out in this Agreement, non-cancellable and non-refundable.

5.4. Billing and Contact information. You shall on the Effective Date provide us with valid, up to date, complete and accurate billing and contact information (including a valid email address) and shall promptly notify us of any change to this information.

5.5. Taxes. All Fees are exclusive of applicable taxes (including value added tax), levies, or duties imposed by taxing authorities, and you are responsible for the payment of all such taxes, levies or duties in addition to the Fees, excluding taxes on our net income.

5.6. Late Payment. If any Fees are not received by us by the due date, then without limiting our rights or remedies: (i) those unpaid Fees may accrue interest at the rate of 1.25% of the outstanding balance per month, or up to the maximum rate permitted by law, whichever is lower; and/or (ii) we may apply shorter payment terms in respect of any future Fees.

5.7. Suspension for non-payment. If any Fees owing by you under this Agreement (or any other amount which is owing by you under any other agreement for Sage services) are thirty (30) or more days overdue, we may, without limiting our other rights and remedies under this Agreement or any other agreement: (i) accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable; (ii) immediately suspend the provision of Maintenance and/or Customer Support until such overdue amounts are paid in full; and/or (iii) request that you uninstall the Services (including, where applicable, all copies of the Services), in which case you shall carry out such uninstallation immediately (and in any event within ten (10) days of receiving our request to do so).

#### 6. Verification of Use

6.1. We (or our designated auditors) shall have the right to audit your use of the Services to verify your compliance with any usage limits and this Agreement. You shall permit us to inspect and have access to: (i) any premises at which the Services is installed (including your Installation Site and, if applicable, any disaster recovery site) or used; and (ii) to the computer equipment located at such premises. We will conduct any such audit at our expense and will use reasonable endeavours to provide you with reasonable prior notice of any such audit. If any such audit reveals that you have underpaid Licence Fees or owe any other fees to us in connection with the Services then, without prejudice to any other rights that we may have under this Agreement, we will invoice you for the underpayment or amount due based on our then current price list for the Services. You shall pay any such invoice within ten (10) days of the date of the invoice.

#### 7. Proprietary Rights and Data

7.1. Services. Subject to the limited rights expressly granted under this Agreement, Sage (and our licensors, where applicable) reserve and own all rights, title and interest in and to the Services (including any configurations and customisations, modifications, enhancements and Updates in respect of the Services), Sage Data and Documentation, including all related Intellectual Property Rights therein. All rights not expressly granted in this Agreement are reserved by Sage. The Sage name, logo and the product names associated with the Services are trademarks of Sage or third parties and no right or licence is granted to use them under this Agreement.

7.2. Customer Data. Subject to the limited rights expressly granted hereunder, as between the parties you own all rights, title and interest, including all Intellectual Property Rights, in and to Customer Data.

7.3. AI-Generated Output. Sage does not claim ownership in any AI-Generated Outputs. You are solely responsible for your AI-Generated Outputs, including for any use, modification, incorporation into other materials, publication of such AI-



Generated Outputs.

7.4. **Licence.** You grant Sage and its subcontractors a worldwide, royalty-free, irrevocable, perpetual, non-exclusive and sublicensable right to host, process, copy, transmit, store, analyse, sublicense, display, transform, reduce to mathematical form, reformat, combine with Training Data, create derivative works from and use the Customer Data (including the AI Input Data) and any rights owned by you or your licensors subsisting in the AI-Generated Outputs created in the course of your use of the Services to: (i) carry out research and development to improve our, and our Affiliates' services, products and applications; (ii) develop and provide new and existing functionality and services (including to develop, improve, refine, integrate and make available AI Systems, relating to the digitisation and automation of business processes and other commercially reasonable purposes) to you, to Users, to Sage's customers generally or to any other individual or entity using Sage's products or services; (iii) provide, administer and ensure the proper operation of the Services and related systems (including any AI systems and Third-Party AI Tools); and (iv) perform our rights and obligations under this Agreement.

7.5. **Feedback.** You may, but are not required to, provide Sage or its Resellers or subcontractors with ideas, suggestions, requests, recommendations or feedback about the Services ("**Feedback**"). If you do so, subject to the limited rights granted expressly in this Agreement, Sage shall own all rights, title and interest, including all Intellectual Property Rights, in and to the Feedback, including any configurations and customisations.

## 8. Confidentiality

8.1. **Confidential Information.** "**Confidential Information**" means all information of a party or its Affiliates ("**Discloser**") disclosed to the other party or its Affiliates ("**Recipient**"), whether orally or in writing, that is designated as confidential or internal use or that reasonably should be understood to be confidential or internal use given the nature of the information and the circumstances of disclosure.

8.2. **Exceptions.** Confidential Information excludes: (i) information that was known to the Recipient without a confidentiality restriction prior to its disclosure by the Discloser; (ii) information that was or becomes publicly known through no wrongful act of the Recipient; (iii) information that the Recipient rightfully received from a third party authorised to make such disclosure without restriction; (iv) information that has been independently developed by the Recipient without use of the Discloser's Confidential Information; (v) information that was authorised for release in writing by the Discloser; and (vi) in the case of you, the AI Data.

8.3. **Confidentiality Obligations.** The Recipient will use the same degree of care and resources as it uses for its own confidential information of like nature (but no less than reasonable care and skill) to protect the Discloser's Confidential Information from any use or disclosure not permitted by this Agreement or authorised by the Discloser. The Recipient may disclose the Discloser's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information to effect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those herein. The Recipient shall be responsible for any breach of this clause by its employees, Affiliates and service providers.

8.4. **Disclosure Required by Law.** The Recipient may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Recipient provides advance notice thereof (unless requested or ordered not to do so by law or a court or administrative order) and reasonable assistance, at the Discloser's cost, to enable the Discloser to seek a protective order or otherwise prevent or limit such disclosure.

8.5. **Injunctive Relief.** Each party acknowledges that damages may not be an adequate remedy for a breach of confidentiality obligations and that the other party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

8.6. **Other rights.** This clause 8 is without prejudice to Sage's rights under clause 7.4.

## 9. Term

9.1. This Agreement shall commence on the Effective Date and shall continue unless and until it is and terminated in accordance with the provisions of this Agreement.

## 10. Termination

10.1. **Termination for Cause.** Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (i) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if remediable) fails to remedy that breach within thirty (30) days of being notified in writing to do so; (ii) to the extent permitted by applicable law, the other party becomes the subject of a petition in bankruptcy or other proceedings relating to insolvency or makes an assignment for the benefit of creditors; (iii) if the other party suspends or ceases, or threatens to suspend or cease, to trade.

10.2. **Termination for Non-Payment.** We may terminate this Agreement with immediate effect by giving written notice to you if you fail to pay any amount due under this Agreement on the due date for payment and remain in default not less than thirty (30) business days after being notified in writing to make such payment.

10.3. **Effect of Termination.** On expiration or termination of this Agreement for any reason: (i) all applicable User Subscriptions and other rights granted to you (including, without limitation, receiving Maintenance and Customer Support) shall immediately terminate; (ii) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before termination shall not be affected or prejudiced; (iii) each party shall, at the request of the other party, destroy all materials that may contain the other party's Confidential Information and/or (to the extent legally and technically practicable) erase the other party's Confidential Information from all computer and communication devices used by it; and (iv) you shall, within ten (10) days uninstall the Services (including, where applicable, all copies of the Services) and, upon our request, provide written confirmation to Sage that you have done so. Notwithstanding the foregoing, each party may retain the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

10.4. **Survival.** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect including section 1 (Definitions and Interpretation), section 5 (Fees and Payment), section 7 (Proprietary Rights), section 8 (Confidentiality), section 10 (Termination), section 12 (Indemnification), section 13 (Liability), section 15 (Customer Data), section 16 (General Provisions) and the Data Processing Agreement.

10.5. **Access to Customer Data.** Subject to clause 10.5.2:

10.5.1. Customer Data may be exported at any time during the term of this Agreement.



10.5.2. We will not delete Customer Data from our production environment for up to 90 days after termination or expiration of this Agreement and may assist you with exporting Customer Data during such period at our standard hourly consulting rate. After that 90-day period, we will have the right to delete all Customer Data and will have no further obligation to make it available to you. Should you desire longer storage of Customer Data, paid archival Services may be available.

10.5.3. Nothing in clause 10.5.1 shall apply to AI Data created, collected or obtained in connection with the Services.

10.5.4. Please see the Data Processing Agreement and the Privacy Notice for further details of data retention.

## 11. Warranties

11.1. Authority. Each party represents to the other that it has the authority to enter into this Agreement, to carry out its obligations under it and to give the rights and licences granted under this Agreement.

11.2. Our Warranties. We warrant that: (i) the Services will perform materially in accordance with the Documentation; (ii) we will not decrease the material functionality of the Services during a current subscription term; and (iii) we will perform any professional services with reasonable care and skill and in accordance with industry standards.

11.3. Remedies. If you notify us in writing that the Services do not conform with any of the warranties in clause 11.2, we will use commercially reasonable endeavours to investigate and correct any such non-conformance promptly. You will use commercially reasonable endeavours to mitigate any damage as a result of such non-conformance. Subject to your right to terminate this Agreement for cause, this clause 11.3 and any applicable uptime guarantees and credits in your Order constitute your sole and exclusive remedy for breach of the warranties in clause 11.2.

11.4. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE: (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE, OUR AFFILIATES AND OUR LICENSORS DO NOT WARRANT, REPRESENT, GUARANTEE OR UNDERTAKE THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES ARE FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, THAT THE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS OR THAT THE SERVICES WILL PRODUCE ERROR-FREE MACHINE-GENERATED ANALYSIS, BENCHMARKS, INSIGHTS OR RESPONSES. WE, OUR AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE OR LIABLE FOR: (A) ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS; OR (B) ANY DELAYS, DELIVERY FAILURES OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER

COMMUNICATION NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND YOU ACKNOWLEDGE THAT THE SERVICES AND DOCUMENTATION MAY BE SUBJECT TO DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. YOU FURTHER ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY, AND YOU ACCEPT THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SERVICES MEET YOUR REQUIREMENTS.

## 11.5. ARTIFICIAL INTELLIGENCE TECHNOLOGY.

11.5.1. FOR THE AVOIDANCE OF DOUBT, THE WARRANTY DISCLAIMER AT CLAUSE 11.4 SHALL ALSO APPLY TO ANY AI SYSTEMS THAT SAGE USES TO PROVIDE THE SERVICES AND/OR MAKES AVAILABLE TO YOU VIA THE SERVICES AND ANY AI-GENERATED OUTPUTS.

11.5.2. AI-GENERATED OUTPUTS DO NOT REPRESENT THE OPINIONS OR VIEW OF SAGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL BE SOLELY RESPONSIBLE FOR: (a) EVALUATING WHETHER AI-GENERATED OUTPUTS MEET YOUR REQUIREMENTS AND ARE FIT FOR YOUR PURPOSES; AND (b) YOUR USE, MODIFICATION, PUBLICATION AND PROVISION OF, AND RELIANCE ON, ANY AI-GENERATED OUTPUTS (AND ANY MATERIALS CONTAINING, INCORPORATING OR CREATED WITH REFERENCE TO ANY AI-GENERATED OUTPUTS).

## 12. Indemnification

12.1. Our Indemnification. Subject to clause 12.3, we will indemnify and defend you and your Affiliates, officers, directors, employees, and agents from and against any and all costs, damages, losses, liabilities and expenses, including reasonable legal fees and costs (collectively, "**Damages**") to the extent arising out of or in connection with a third-party claim alleging that the Services infringes the Intellectual Property Rights of a third party, except to the extent that the alleged infringement is based on: (a) a customisation or modification of the Services at your direction or by anyone other than us; (b) use of the Services in combination with any service, software, hardware, network or system not supplied by us (including a Third-Party AI Tool), if the alleged infringement relates to such combination); (c) use of the Services in a manner contrary to our written instructions or the Documentation; (d) your use of any AI-Generated Outputs (including derivatives of such AI-Generated Outputs; or (e) your use of any Generative AI Systems Sage makes available to you as part of the Services. If the Services infringe, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Services; (ii) modify such Services so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate this Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services.

12.2. Indemnification by You. Subject to clause 12.3, you will indemnify and defend us and our Affiliates, officers, directors, employees, and agents from and against any and all Damages to the extent arising out of or in connection with a third-party claim alleging that your collection, retention or use of Customer Data (including AI-Input Data) or your use of the Services in breach of this Agreement infringes the rights of, or has caused harm to, a third party, or violates applicable law.

12.3. Indemnification Procedure. In the event of a potential indemnity obligation under this clause 12, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party's ability to defend the claim is not



prejudiced; and (ii) control of, and reasonable assistance in, the defence and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnifying party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

12.4. Exclusive Remedy. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this clause 12.

### 13. Limitation of Liability

13.1. General Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER CLAUSE 12 AND YOUR OBLIGATIONS TO PAY SUBSCRIPTION FEES UNDER THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE SUBSCRIPTION FEES ACTUALLY PAID OR PAYABLE BY YOU TO US IN THE 12-MONTH SUBSCRIPTION PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, (OR IF SUCH CLAIM ARISES DURING THE FIRST 12-MONTH SUBSCRIPTION PERIOD OF THIS AGREEMENT, DURING SUCH PERIOD).

13.2. Exclusion of AI Outputs. Notwithstanding any other provisions of this Agreement, Sage shall not be liable for any losses (whether direct or indirect) you suffer or incur in connection with your use of AI-Generated Outputs, including to the extent such losses arise in connection with a claim by a third-party that your receipt, possession or use of AI-Generated Outputs infringes the Intellectual Property Rights of that third party.

13.3. Unlimited Liability. Nothing in this Agreement shall be construed so as to limit or exclude any liability which cannot be legally limited, including but not limited to liability for: (i) death or personal injury caused by a party's negligence; or (ii) fraud or fraudulent misrepresentation by a party.

13.4. Scope. The exclusions and limitations above apply to all causes of action, whether arising from breach of contract, tort, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss, provided that nothing in this Agreement shall limit or exclude any liability which cannot be excluded or limited as a matter of law. The allocation of risk in this Agreement is reflected in the level of fees payable hereunder. A party may not circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing separate claims or claims on behalf of its Affiliates.

### 14. Data

14.1. Data privacy. Each party will comply with the Data Processing Agreement, and references therein to the "Agreement" shall be construed as references to this Agreement. Any Personal Data used to provide the Services shall be handled in accordance with the requirements of the Data Processing Agreement, except in the context of provision of Sage Intelligent Time by Sage. Further information on how Sage uses Personal Data is provided in the Privacy Notice.

### 15. General Provisions

15.1. Compliance with Laws. Each party shall comply with all applicable laws, statutes, codes and regulations in relation to the Services, including applicable anti-bribery and anti-

corruption laws, Applicable Law, Data Protection Laws, tax evasion laws and all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU ("**Relevant Requirements**"). You shall, and shall procure that persons associated with you shall: (i) comply with all Relevant Requirements; (ii) not engage in any conduct which would constitute an offence under, or otherwise breach, any of the Relevant Requirements; (iii) not do, or omit to do, any act that may lead Sage to be in breach of any Relevant Requirements; and (iv) have and maintain in place during the term of this Agreement your own policies and procedures to ensure and demonstrate compliance with the Relevant Requirements and will enforce them where appropriate.

15.2. Notwithstanding the generality of clause 15.1, the Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any U.S. government "denied persons list" (or equivalent targeted sanctions list) and that it and its Affiliates are not owned or controlled by a politically exposed person. You shall be obliged to notify us if, during the term of this Agreement, you or any of your Affiliates become named on any U.S. government "denied persons list" (or equivalent targeted sanctions list) or you become owned or controlled by a politically exposed person. In the event that these circumstances arise, we shall be entitled to terminate this Agreement immediately on written notice to you. You shall not permit anyone to access or use the Services in a U.S. embargoed country or in violation of any U.S., UK or EU export laws or regulations or in any Prohibited Territories. "**Prohibited Territories**" means: (i) any country or territory that is subject to comprehensive state or government wide sanctions by the United Kingdom, the European Union, or the U.S; and (ii) any other country or territory that becomes subject to such sanctions by the United Kingdom, the European Union, or the U.S after you accept this Agreement. You shall have and shall maintain throughout the term of this Agreement appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 15. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this clause. In the event that this clause 15 is breached by you, we shall have a right to immediately suspend your use of the Services to the extent that we consider necessary without prior notice and/or terminate the Agreement immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any Damages arising out of or in connection with your (or your Affiliates) breach of this clause 15.2.

15.3. You shall assist in any due diligence process we may ask you to participate in from time to time to ensure your compliance with this Agreement and, in particular, this. You shall provide us with all reasonable co-operation, information and assistance in relation to our due diligence processes for any purpose, including, but not limited to, enabling us to establish ownership and to identify any territory in which you and any or all of your Affiliates use and access the Services for whichever purpose. Your failure to engage in any such a process and/or provide the required information shall be deemed to be a material breach of this Agreement and we shall have a right to terminate this Agreement immediately on written notice to you.

15.4. Unfair Competition. You may not use the Services or any materials provided by us to build a competitive product or service or to benchmark with a non-Sage product or service.

15.5. Assignment. You may not assign, transfer, novate, charge, sub-contract or deal in any other matters with any of your rights or obligations under this Agreement, whether in whole or in part, directly or indirectly, by operation of law



merger, acquisition or otherwise without our prior written consent (not to be unreasonably withheld). Sage may assign, transfer, novate, charge, sub-contract, or deal in any other manner with this Agreement, whether in whole or in part, without your consent. Any attempted assignment in breach of this Agreement shall be void.

15.6. Remedies Not Exclusive. Except as expressly set out in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15.7. Third Party Beneficiaries. Certain of the Services may be provided by our Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this Agreement to the extent of such Services. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce it.

15.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the use of the Services. Each party acknowledges that in entering into this Agreement it does not rely on and shall have no rights or remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) other than as expressly set out into this Agreement.

15.9. Severability. If any provision or part-provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then to the extent possible such provision shall be deleted, or shall be construed, as far as possible, to reflect the intent of the original provision, with all other provisions in this Agreement remaining in full force and effect.

15.10. No Partnership or Agency. Each party is an independent contractor, and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other. We are entering into this Agreement as principal and not as agent for any other Sage company. Subject to any permitted assignment under clause 15.5, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us.

15.11. Waiver. A party's failure or delay to exercise or enforce any of its rights under this Agreement will not act as a waiver or continuing waiver of such rights. Such rights may only be waived in writing signed by the waiving party.

15.12. Force Majeure. Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations to the extent that such delay or failure is due to a Force Majeure Event.

15.13. Order of Precedence. In the event of any express conflict or inconsistency, the order of precedence shall be: (i) the Data Processing Agreement; (ii) your Order (where applicable); (iii) these terms (including any annexes or exhibits hereto); and (iv) the Documentation.

15.14. Updates. From time to time, we may amend these terms. We will notify you of any material changes by promptly sending an email or posting a notice in the Services. By continuing to access or use the Services after such notice, you are indicating that you agree to be bound by the modified terms. Notwithstanding the foregoing, if the changes have a material adverse impact on and are not acceptable to you, then you must notify us within 30 days after receiving notice of the change. If we cannot accommodate your objection, then the prior terms shall remain in force until the expiration of your then-current subscription period. Any renewed subscription will be governed by our then-current terms.

15.15. No Publicity. Neither party shall make any public statement about this Agreement, or the relationship of the parties governed by this Agreement that identifies the other party without the other party's prior written consent, except that while you are a customer, Sage may use your name and logo in its customer list in a manner that does not suggest endorsement.

15.16. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

15.17. Notices. Except as otherwise specified in this Agreement, any formal notice required to be given under this Agreement will be in writing and sent by pre-paid mail, courier service or email to the contact address or email last provided in writing to the notifying party by the notified party. Any notice will be deemed to have been duly received: (i) if sent by pre-paid mail, 48 hours after posting; (ii) if sent by courier, on the next Business Day; or (iii) if sent by email, at 9 a.m. recipient's local time on the next Business Day after the email is sent, or earlier if the intended recipient has confirmed receipt either expressly or by conduct.

15.18. Dispute Resolution. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause 15.18: (i) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the account managers of both parties shall attempt in good faith to resolve the Dispute; (ii) if the account managers are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to senior managers of both parties who shall attempt in good faith to resolve it; (iii) if the senior managers of both parties are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, then either party may pursue alternative dispute resolution remedies.

15.19. Purchase Through a Reseller. The following supplemental terms apply if you purchase a subscription to the Services through a Reseller:

If you place an order for the Services with a Reseller then: (i) such document shall constitute an Order hereunder; (ii) your payment obligations under such Order shall be to the Reseller; and (iii) your acceptance of such Order shall be an acceptance of the Agreement between you and us for the provision and use of the Services, provided that any transactions solely between you and the Reseller (such as professional services provided by the Reseller or other Third-Party Services sold by the Reseller) shall not be a part of the Agreement. First-tier technical support for the Services will be provided by the Reseller, unless otherwise set forth in the Order. Non-payment of fees owed to a Reseller under an Order shall constitute a material breach of this Agreement. If you grant a Reseller access to Customer Data or to your Services account, such access shall constitute consent to the disclosure of Customer Data to Reseller pursuant to clause 4.3 above, and you will be responsible for terminating such access.

