

Sage Cover Perpetual Membership Agreement

May 2018

1. What this agreement is about

This agreement describes how we will supply you with support for the software you have obtained from us or your supplier (the software). This agreement, together with any relevant documents we have provided with this agreement, covers the Sage Cover support including any upgrades, additions or other variants to this service (the support), but only applies to the level of support which you have subscribed to or which you are entitled to receive (at no charge) as part of your use of the software during the initial period (as set out in any relevant documents). Certain components of this service may be subject to additional terms and conditions.

Summary of this agreement

If you accept this agreement and pay the appropriate subscription fees (as applicable), we will provide you with the support as described in this agreement and any relevant documents, such as our invoice, our relevant marketing materials from time to time and the relevant pages on our website.

- Paragraph 4 describes the types of support we will give to you and how you can renew your annual subscription.
- Paragraph 5 sets out how you or we may end this agreement.
- Paragraph 6 describes how our responsibility to you is limited in certain circumstances.

If there is any difference between this summary and a term in this agreement, the term will apply.

2. How you indicate that you accept this agreement, and when the agreement starts

a. You accept every term of this agreement if:

- you ask us to supply annual support and we issue our invoice for that support to you; or
- (where you are entitled to an initial period of free support as part of your use of the software) you install the software and keep it installed for longer than 10 days; or
- you renew your support subscription in accordance with this agreement.

This agreement starts from the date you accept this agreement in any of these ways.

b. If you are not satisfied with the support we supply to you, or have any other problem with it

Please email our customer care team on customer.experience@sage.com or call 0845 111 55 55 or such other email address or telephone number that we have told you about in any supporting documentation describing the support.

3. Who this agreement is between and what certain words mean

This agreement is between:

- us, Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: C23 5 & 6 Cobalt Park Way, Cobalt Park, Newcastle upon Tyne NE28 9EJ, United Kingdom); and
- you, the person or organisation authorised to use the software and receive the support.



By entering into this agreement you and we agree to be bound by it and any relevant documents and to keep to their terms, and we agree to provide the support to you as described in this agreement and those relevant documents.

4. Our commitment to you

- a.** For one year from the date this agreement starts or during any period of free support (where appropriate) we will supply the support to you as described in this agreement and any relevant documents or other sources of information (such as information published on our website) we may produce from time to time setting out details of those items included within your support subscription.

You agree to make available to us without charge any information or facilities we may reasonably need to supply the support to you, including, but not limited to, computer print-outs and photocopies of documents. We agree to keep confidential any such information you let us have.

When you contact us by telephone we will use caller recognition technology to deal with your call in the most effective way. Please ensure you do not withhold your telephone number if you would like us to prioritise your call in this way. We also use call recording software and may record your call for security and training purposes and for other purposes which help us to provide high quality service, including keeping a record of the support provided to you.

- b.** On each anniversary of the start of this agreement or at the end of any free period of support (as appropriate), you can renew your support subscription for a further period of one year. Before the end of your current support subscription period, we will send you our invoice setting out the applicable renewal fees.

Unless you tell us that you do not wish to renew your support subscription before the end of your current subscription period we will renew your support subscription for a further period of one year and you must pay the renewal fees to us in full as set out in our invoice. If you fail to tell us before your renewal date that you do not wish to renew your support subscription or if you use any part of the support services after the renewal date you agree that we will be entitled to assume that you are happy with our invoice and that you agree to the renewal of your annual support subscription.

You may upgrade your support subscription at any time subject to you paying to us any additional fees. You may only downgrade your support subscription at the end of your current subscription period (i.e. the downgrade will only apply to the new subscription period).

- c.** We guarantee that we will use our reasonable skill and care to provide the support and any other service for which you have paid our fees or which you are entitled to under this agreement but you understand that we cannot guarantee that the provision by us of the support services will be constant and without interruption.
- d.** Software support
We will give you software support covering problems you may have using the software which may be given by way of telephone, email, web chat, fax, post, remote assistance and self-help online support (depending on whether your subscription includes that manner of software

support). Unless we agree otherwise, we will not give you software support or other assistance for any hardware, third party software or other equipment used with the software. Software support is available during the hours set out in the supporting documentation describing your support subscription.

To enable us to provide a more efficient service to you, you agree to tell us about any defect in the software within five days of you first becoming aware of it.

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 understand that by doing so we will be temporarily able to control your computer. You will be able to see everything that we can see and you will be able to see what we do. You need to make sure that you close down any confidential information or programs which are running on your computer which do not relate to the support we are providing if you do not want us to see it. At any point during the period that we are in control of your computer, you can ask us to stop the session.

e. Software updates and upgrades

You agree to promptly install and use any 'updates' we may issue to you (an update is a permanent fix to a known problem or due to change to legislation released by us from time to time).

We may choose to supply you at no extra charge with any 'upgrades' we make to the software during the period of your subscription, which you agree to promptly install and use (an upgrade is a major revision to the software which adds new or different functions or capabilities to the software, which we refer to as a 'new version' of the software).

f. Business information and business advice

Where your support subscription includes it we will provide you with:

- free access to the section of our website (www.sage.co.uk) which contains information and documents about human resources, health and safety and other issues we may notify you of which are relevant to your business (business information); and
- access to business advice about human resources, health and safety and other notified issues relevant to your business (business advice) via our telephone and e-mail helpline (the business advice helpline) available during our normal office hours.

You must only use the business information and business advice for your legitimate business purposes. You can see and download the business information and make any copies you reasonably need for your employees who may need to have the business information to do their work for you. However, you must not remove or alter any copyright, notices, trademarks or other notices we may put on the business information.

You must not use business information or business advice in any way other than as set out in this agreement and the relevant documents, or as allowed by us in writing. In particular, you must not sell, rent out, distribute, publish, display or alter the business information or create documents from any business information, business advice, our website or any other materials you receive from us, or use business information or business advice for any illegal purpose.

g. What you need to know when using business information and business advice ■ The business information and business advice is prepared and updated in line with relevant laws and best

practice in England and Wales, Scotland and Northern Ireland. It is only suitable for use in those countries. However, business information cannot take account of all circumstances, and so cannot provide specific advice (such as how a particular event will affect your legal position). We recommend that you contact the business advice helpline (if you have subscribed to it) and also get your own legal advice if you have any questions about an issue set out in business information.

- If you sign and use any document forming part of the business information without first calling the business advice helpline (if you have subscribed to it) and getting your own legal advice, you do so entirely at your own risk. If you are re-using any document you have previously used, you should (in addition to calling the business advice helpline (if you have subscribed to it) and getting your own legal advice) check our website to see if that document or any related material has been updated.
 - When preparing and updating our business information and business advice we will do everything reasonably possible to make sure it is correct and up to date.
- h.** We endeavour to keep a record of all business advice we give to you via the business advice helpline using appropriate recording technology and by our advisers making notes whilst giving you that advice. We also keep a record of all letters, emails, ask-the-expert responses and email follow-ups to business advice we send to or receive from you, as well as all online activity, including web pages viewed and documents downloaded by you.
- i.** We will let you know if your subscription includes the right to ask us to prepare a report consisting of case notes and online activity, to demonstrate compliance with the advice provided (a compliance trail)
- j.** We will let you know if your subscription includes the right to receive information and advice about employment issues that may arise from pre-employment through to the end of the employment relationship (employment advice). The supply of employment advice does not include:
- advice and guidance about matters arising after the end of the employment relationship; or
 - acting on your behalf before any court or similar body set up to resolve employment disputes.

If we supply employment advice on a matter that results in a hearing before a court or similar body set up to resolve employment disputes, we can let you have a compliance trail for that matter. We will not prepare any other documents for your use at or before that hearing, but will, if possible, let you have our opinion of the merits of a case on which we have provided employment advice.

- k.** We will let you know if your subscription includes the right to access general advice and guidance about compromise agreements and the circumstances in which they are used. Compromise agreements are legally binding documents which set out the terms on which an employer and an employee agree to the end of that employee's employment, and require tailoring and legal expertise to ensure that they are suitable for the specific circumstances. We do not provide standard compromise agreements or advice and guidance in respect of your own compromise agreements.
- l.** Access to support and our website

- We cannot guarantee that the support will meet your needs or that we will be able to fix any problem with the software which has arisen because you have used the software in a way not allowed by the relevant software licence agreement, this agreement or by us in writing (for example where you have allowed a third party to configure or otherwise adapt the software), or if you have not followed our advice or recommendations from time to time or if you have not promptly installed any updates or upgrades (as appropriate) we may issue to you.
- We cannot guarantee that our website will be compatible with your browser or computer set-up, or that your access to our website will not be interrupted (this may be beyond our control). From time to time we may temporarily stop providing access to our website, for maintenance, repairs or other reasons. If possible, we will try to make sure this happens outside normal business hours.
- We may stop providing access to our website at any time on giving you one working day's notice by email or by withdrawing the website, in which case this Agreement will terminate.

- m.** Except where paragraph 6c applies, this agreement describes all of our guarantees relating to the support. Unless this agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to the support would automatically be included in this agreement, we will only be bound by that term, warranty or promise to the extent set by law.

5. How you or we may end this agreement or suspend the support services

- a.** We may end this agreement at any time on giving you at least seven days' notice and if we do, we will refund to you such proportion of the subscription fee you have paid for the year in question as is appropriate to the unexpired period of the duration of this agreement.
- b.** You may end this agreement at any time by giving to us at least seven days' notice during your subscription period by calling us on 0845 111 66 66. If you do, you will not be entitled to any refund of your subscription fees and if you have not paid all of your subscription fees for that subscription period, you must also pay them to us immediately. If you owe us any other amounts in relation to this agreement at the time you end this agreement, you must also pay them to us immediately.
- c.** This agreement will automatically and immediately end if you become bankrupt (or something similar happens) or your business cannot pay its debts or stops trading, or if any finance arrangement relating to the support has ended for any reason without you paying the full amount of that finance. In those circumstances, we will not give you a refund.
- d.** If you or we discover that the other has done something which is not allowed by this agreement, or have not done something that must be done, the one who discovered the situation can give the other notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who discovered the situation can then end this agreement by giving the other written notice that this agreement will immediately end. If this agreement is terminated because of something we have done or not done, we will refund to you such proportion of the subscription fee you have paid for the year in question as is appropriate to the unexpired period of the duration of this agreement. In all other circumstances, we will not give you a refund.
- e.** We may also end this agreement if you fail to pay any amount you owe to us within seven days of the due date, or, alternatively we may stop providing the support services to you until you have paid us those outstanding amounts.

6. Our liability and responsibility to you if something goes wrong

- a. Except in respect of the business advice helpline, our liability (including for negligence) in any year under this agreement will be limited to paying you an amount equal to the total of 125% of all fees you paid for the support in that year.
- b. You are better placed to understand the risks to your business that may occur as a result of your using the support. Accordingly, we will not be responsible for any of the following, even if we knew or should have known there was a possibility you could experience the problem: ■ financial or similar loss of any kind, including, for example, loss of profits, business, estimated savings or goodwill, however the loss is caused;
 - any interruption to your business or damage to information, however that interruption or damage is caused (particularly because you should maintain regular back ups of your own information);
 - loss or damage which we could not have reasonably known about at the time you entered into this agreement;
 - losses you suffer as a result of using any advice we give you via the business advice helpline or, if we let you use that advice to support your clients, using that advice to support your clients if (i) you do not promptly give that advice to your clients (where appropriate); or (ii) you or your clients (where appropriate) do not promptly follow that advice; or (iii) you do not provide us with all facts relevant to the issue that is the subject of that advice. (If we let you use that advice to support your clients, nothing in this agreement will create a legally binding relationship between us and your clients in relation to that advice); ■ losses you suffer as a result of using the support, other than as described in this agreement and the relevant documents.
 - We recommend that you consider obtaining insurance cover if you believe that you could experience anything that we have told you that we will not be responsible for.
- c. Nothing in this agreement will prevent or limit your or our liability for: ■ fraud;
 - death of or personal injury to any person as a result of our negligence; or
 - any legally binding promise, automatically given by law, that you can have the licence or that you can use the software without someone else claiming that you cannot.
- d. Your and our responsibilities under this agreement are reasonable because they reflect that:
 - we cannot control how, and for what purposes, you use the support;
 - we have not developed the support specifically for you; and
 - 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 with the support.

7. How we use information about you

We will use any information you give us under this agreement to:

- meet our obligations under this agreement or any other agreement we have with anyone who licenses us (our licensors), or our subcontractors;
- contact you to see if you would like to take part in our customer research;
- contact you about our other products and services and those of others which we think you will be interested in.

(If we do contact you in this way, we will try to speak to the relevant person in your organisation, and we may contact you directly, or use other organisations which we have hired to contact you for us.)



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

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

If you give us information which could give away the identity of an individual, you are agreeing that we can use it as described above. If at any time you do not want us to use such information in that way, please call us on 0845 111 55 55 or email us at customer.experience@sage.com. For more information on how we use information about you, see the privacy policy.

8. General terms

- a.** Any supplier or business partner from whom you buy your support (or your licence to the software) does not have any authority or right to enter into any contract or provide any guarantee on our behalf. We are not responsible for any changes these organisations have made to the software or for anything they do or fail to do.
- b.** If we quote you a price, on our website or by phone, for any of our products or services, that price will be confirmed when we issue our invoice.
- c.** 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 of us.
- d.** 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.
- e.** If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
- f.** This agreement and any documents referred to in this agreement (including any payment terms and all up to date support literature at the start of this agreement) is the entire agreement between you and us for the support and replaces all documents, information and other communications (whether spoken or written) between us for such use.
- g.** It is important to us to have a direct relationship with the users of our software, so you must not transfer this agreement to anyone else. We may transfer this agreement to another organisation which is part of our group of companies.
- h.** From time to time we may change this agreement by telling you that we have changed it. If you do not agree with those changes, please contact us as soon as possible. If you buy any other product or service relating to the software, from us or your software supplier, after we have told you that we have changed this agreement, we will consider you to have accepted those changes.



- i.** If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this agreement because of those circumstances, for as long as those circumstances continue.
- j.** This agreement is between us and you. Nothing in this agreement gives anyone any right or benefit under this agreement (or any benefit under the Contracts (Rights of Third Parties) Act 1999). This means that only you and we can benefit from the rights set out in this agreement.
- k.** 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) is governed by the laws of England and Wales and you and we both agree that the courts of England and Wales will be the only courts that can decide on legal disputes or claims about this agreement.