

## End User Subscription Agreement (EUSA) for Sage 50 (Use of Asia)

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13. **Miscellaneous.** This EUSA is exclusively governed by the laws of the Sage entity that you are contracting with as set out in the column entitled “Governing Law” of the table set out in Exhibit A, without reference to conflicts of law principles. In the event of a dispute or legal action between the parties, they agree to waive any objections to personal jurisdiction, and agree to service of process and exclusive venue of the courts of the country of the Sage Group plc entity that you are contracting with as set out in the column entitled “Court of Jurisdiction” in the table set out in Exhibit A. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This EUSA sets forth the entire Licensee’s rights and is the entire agreement between the parties. This EUSA supersedes any other communications with respect to the Software. This EUSA may not be modified except by a written addendum issued by a duly authorized representative of the Licensor. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by a duly authorized representative of the Licensor. The Licensee hereby acknowledges a breach of this EUSA would cause irreparable harm and significant injury to the Licensor that may be difficult to ascertain and that a remedy at law would be inadequate. The Licensee agrees that the Licensor shall have the right to seek and obtain immediate injunctive relief to enforce the obligations under this EUSA in addition to any other rights and remedies it may have. If any provision of this EUSA is held invalid, the remainder of this EUSA shall continue in full force and effect. The controlling language of this EUSA is English. If the Licensee has received a translation into another language, it has been provided for the Licensee’s convenience only.
14. **Customer Contact.** If You have any questions concerning these terms and conditions, or if You would like to contact Sage for any other reason, please find us on the Web at <http://www.sage.com/en-sg/contactus>

**EXHIBIT A**

Reference to the term “Sage” in this Agreement means the Sage Group plc entity as indicated in the table below:

	<b>Sage Entity and Address</b>	<b>Governing Law</b>	<b>Court of Jurisdiction</b>	<b>Data Protection and Privacy</b>
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