

End User Licence Agreement (EULA) for Sage UBS and Sage Payroll

IMPORTANT-READ CAREFULLY: This End-User Licence Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Sage entity listed in Exhibit A ("SAGE") for the Sage UBS and Sage Payroll products that accompanies this EULA, which includes computer software and hardware device (dongle), and may include associated media, printed materials, electronic documentation, and internet-based services ("Product").

BY INSTALLING, COPYING, OR USING THE PRODUCT, YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL, COPY, OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND, IF APPLICABLE.

The Product may include or be bundled or be integrated with other software or products licensed under different terms and/or licensed by a vendor other than SAGE. Use of any software or products accompanied by a separate licence agreement is governed by that separate licence agreement. Any third party software or product that may be provided with the Product is included for use at your option. SAGE is not responsible for any third party's software or product and shall have no liability for your use of that software or product.

1. Licence Grant

SAGE, through its local distribution agents, hereby grants to you, the original purchaser, a non-sub-licensable, non-exclusive and non-transferable right to install and use this version of the Product and the accompanying documentation, solely for your individual use, subject to the terms and conditions of this Agreement.

2. Licence Detection

A genuine hardware device (dongle) or software activation key is needed to detect the licence of the correct version. Without the right dongle or activation key, you may only access to each company's files you have created for a limited number of transactions or a limited period of time.

3. Numbers of Users

A Single User licence allows you to use the Product on only one computer that you own or operate at a single physical location in respect of company files you have activated. You may transfer the Product from one such computer to another that you own or operate provided that you do not use or permit the usage of the Product on more than one computer or computer terminal at a time.

A Multi-User licence allows you to use the Product on only one computer network that you own or operate at a single physical location and only then in respect of company files created and activated by you. You may transfer the Product from one computer to another that you own or operate on this network provided that you do not use or permit the usage of the Product on more than the recommended licensed number of computers or computer terminals at a time, nor permit the usage of the Product on more than one network at any one time.

4. Updates and Upgrades

SAGE may, at its sole discretion, make software fixes, updates and/or service packs available to the users. In the event of an upgrade or product exchange the licence hereby granted shall automatically transfer to the new version or product. All rights in respect of the original product shall lapse and no further use of these shall be permitted.

5. Ownership Rights: Ownership of Product

The Product is protected by patent and copyright laws and other intellectual property laws, and international treaty provisions. SAGE retains all title to and, except as expressly and unambiguously licensed herein, all rights and interest in: (a) the product, including, but not limited to, all copies, versions, customizations, compilations and derivative works thereof and all related documentation; (b) the SAGE trademarks, service marks, trade names, icons and logos; (c) any and all copyrights, patent rights, trade secret rights and other intellectual property and proprietary rights throughout the world in the foregoing; and (d) all confidential information. You acknowledge that your possession, installation, or use of the Product does not transfer to you and ownership, title or register-able interest of any kind to the intellectual property in the Product, and that you will not acquire any rights to the Product except as expressly set forth in this EULA. You agree that all backup, archival, or any other type of copies of the Product will contain the same proprietary notices that appear on and in the Product.

6. Submissions

Should you decide to submit any materials to SAGE via electronic mail, through or to SAGE website(s)/channels, or otherwise, whether as feedback, data, questions, comments, ideas, concepts, techniques, suggestions or the like, you agree that such submissions are unrestricted and shall be deemed non-confidential upon submission. You grant to SAGE and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable licence, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, commercialize, display and perform such submissions.

7. Restrictions

You may not rent, lease, sublicense, loan, sell, distribute, market or commercialize any portion of the Product and its components. You may not transfer any or all of the rights granted to you under EULA. To the maximum extent this restriction is permitted under applicable law, you may not rename files of, modify, translate, localize, decompile, disassemble, decrypt, reverse engineer, attempt to derive source code from, remove any proprietary notices from, or create derivative works based upon the Product, in whole or in part. You may not remove any proprietary notices or labels on the Product, including, but not limited to, the SAGE and product names wherever they may appear. All rights not expressly set forth hereunder are reserved by SAGE. SAGE reserves the right to periodically conduct audits upon advance written notice to verify compliance with the terms of this EULA.

8. Limited Warranty and Customer Remedies

SAGE warrants that for twelve (12) months from the date of original purchase the hardware dongle will be free from defects in materials and workmanship. SAGE's entire liability and your exclusive remedy shall be replacement of the defective dongle. To receive replacement of defective dongle, you must through SAGE authorized partners, return the defective dongle to SAGE at your expense with a copy of your Receipt. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication on your own. Any replacement dongle will be warranted for the remainder of the original warranty period.

9. Warranty Disclaimer

To the maximum extent permitted by applicable law, and except for the limited warranty set forth herein, the Product (and accompanying documentation) is provided on an "as is" basis without warranty of any kind, express or implied. Without limiting the foregoing provisions, you assume sole responsibility for selecting the Product to achieve your intended results, and sole responsibility for the installation of, use of, and results obtained from the Product.

Without limiting the foregoing provisions, SAGE makes no warranty that the Product will be error-free, virus free, or free from interruptions or other failures or that the Product will satisfy your specific requirements. To the maximum extent permitted by applicable law, SAGE disclaims all

warranties and conditions, either express, implied, or statutory, including but not limited to any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of lack of accuracy or completeness of responses, of results, and lack of negligence or lack of workmanlike effort, all with regard to the Product and associated documentation. There is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement with regard to the Product. The entire risk of the quality of the Product or arising out of use or performance of the Product, if any, remains solely with you. Some states and jurisdictions do not allow limitations on implied warranties, so the above limitation may not apply to you. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

10. Indemnification

You agree to defend, indemnify and hold harmless SAGE and its directors, officers, employees, affiliates, sub-licensees, and agents from and against all claims, defence costs (including reasonable expert and attorneys' fees), judgments and other expenses arising out of or on account of any negligent act, omission, or wilful misconduct by you or on your behalf in (i) the installation or use of the Product or (ii) your compliance or failure to comply with this EULA.

11. Data

You acknowledge that any data entry, conversion or storage is subject to the likelihood of human and machine errors, malicious manipulation, omissions, delays, and losses, including, but not limited to, inadvertent loss of data or damage to media that may result in loss or damage to you and/or your property, and/or your detrimental reliance on maliciously manipulated data. SAGE shall not be liable for any such errors, omissions, delays, or losses. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, adopting procedures to ensure the accuracy of input data, examining and confirming results prior to use, adopting procedures to identify and correct errors and omissions, replacing lost or damaged media, and reconstructing data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data. If you licensed an evaluation product, you acknowledge and understand (i) that the evaluation product may be used for evaluation purposes only, (ii) that the evaluation product shall be operable only for a limited time and (iii) that, upon expiration of the evaluation period, any data or other information used with, processed by and/or stored in conjunction with the evaluation product may be irretrievable, unrecoverable and/or otherwise unusable.

12. Authorized SAGE Partners and Certified Technical Consultants

Any authorized SAGE Partner, certified technical consultants, trainers or resellers is not affiliated with SAGE in any capacity other than as a partner, consultant, trainer or reseller of SAGE products and has no authority to bind SAGE or modify any licence or warranty. SAGE makes no representations, warranty, endorsement or guarantee with respect to the skills or qualifications of any authorized SAGE Partner, certified consultant, trainer or reseller and you are encouraged to independently investigate the skills and qualifications of any authorized SAGE Partner, certified consultant, trainer or reseller with whom you associate.

13. Limitation of Liability

Under no circumstances and under no legal theory, whether in tort, contract, or otherwise, shall SAGE be liable to you or to any other person or entity for any indirect, special, incidental, or consequential damages of any character whatsoever (including, without limitation, damages for loss of profits, loss of goodwill, loss of confidential or other information, for business interruption, work stoppage, computer failure or malfunction, for personal injury, loss of privacy, for failure to meet any duty including a duty of good faith or of reasonable care, for negligence (whether active or passive),

and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use or inability to use the Product, or otherwise under or in connection with any provision of this EULA, even in the event of fault, tort (including negligence, and gross negligence), strict liability, breach of contract, or breach of warranty by SAGE, and even if SAGE has been advised of the possibility of such damages. In no event will SAGE be liable for any damages in excess of the list price SAGE charges for a licence to the Product. This limitation of liability shall not apply to liability for death or personal injury to the extent that applicable law prohibits such limitation.

Furthermore, some states and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

14. Entire Agreement

This EULA expressly supersedes and completely replaces any and all prior end user licence agreements. SAGE shall not be bound by or liable to you for any pre-existing or contemporaneous written or oral representations or warranties, made by anyone, with respect to the Product, including any authorized solution provider, certified consultant, distributor or reseller or their respective agents, employees, or representatives, nor shall you be deemed a third party beneficiary of any obligations of SAGE to any such solution provider, certified consultant, distributor or reseller

15. Attorneys' Fees

If any party employs attorneys to enforce any rights arising out of or relating to this EULA, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses.

16. Severability

If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.

17. High risk Activities

The Product is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Product could lead directly to death, personal injury, or severe physical or property damage (collectively, "high risk activities"). SAGE expressly disclaims any express or implied warranty of fitness for high risk activities.

18. Confidentiality.

You agree that the Product, including, but not limited to, all source and object code components, screen shots and displays, graphical user interfaces, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, and the documentation (collectively the "confidential information") are trade secrets of SAGE and are owned by SAGE or, where applicable, its third-party licensors. You agree to retain all confidential information in strict confidence at least with the same amount of diligence that you exercise in preserving the secrecy of your most-valuable information, but in no event less than reasonable diligence. You agree to: (i) only disclose confidential information to your employees and agents to the extent required to use the Product under the terms of this EULA and not to disclose or disseminate the confidential information to any third party without the prior written consent of SAGE, (ii) use the confidential information solely for your benefit as provided for herein and not to allow any third party to benefit from the confidential information, and (iii) bind your employees and agents, by terms no less restrictive than those set forth herein, to maintain the confidentiality of such confidential information, and not use or disclose such information except as permitted under this EULA. Notwithstanding the disclosure of any confidential information for any reason, such confidential information shall continue to be owned by

SAGE or its licensors. Nothing contained herein shall be deemed to prevent you from disclosing or disseminating your data, in any format or any report, to whomever you so choose. Notwithstanding anything else to the contrary in this section, and only with respect to demonstration product, you are permitted to use the demonstration product to demonstrate and promote the functionality and benefits of the product.

19. Miscellaneous

This EULA sets forth all of your rights and is the entire agreement between the parties. This EULA supersedes any other prior communications with respect to the Product and/or documentation. This EULA may not be modified except by a written addendum issued by a duly authorized representative of SAGE. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by a duly authorized representative of SAGE. You hereby acknowledge a breach of this EULA would cause irreparable harm and significant injury to SAGE that may be difficult to ascertain and that a remedy at law would be inadequate. You agree that SAGE shall have the right to seek and obtain immediate injunctive relief to enforce the obligations under this EULA in addition to any other rights and remedies it may have. If any provision of this EULA is held invalid, the remainder of this EULA shall continue in full force and effect. The controlling language of this EULA is English. If you have received a translation into another language, it has been provided for your convenience only.

20. Sage Software 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 locate us at <http://www.sage.com/en-sg/contactus>

21. Governing Law and Jurisdiction. This EULA 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) will be governed by and construed in accordance with the laws of the Sage entity that you are contracting with as set out in the column entitled "Governing Law" in the table set out in Exhibit A. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and state (as applicable) of the Sage entity that you are contracting with as set out in the column entitled "Court of Jurisdiction" in the table set out in Exhibit A over any claim or matter arising out of or in connection with this EULA or the legal relationships established by it.

22. Data Protection and Privacy. Pursuant to the General Data Protection Regulation (GDPR) (EU) 2016/679, the parties further agree to comply with the data protection and privacy terms as set out in the column entitled "Data Protection and Privacy" in the table specified in Exhibit A hereto.

EXHIBIT A

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

	Sage Entity and Address	Governing Law	Court of Jurisdiction	Data Protection and Privacy
If you contracted with Sage in Singapore or your company, business or organization is based in Asia (Hong Kong, China, Thailand, India, Philippines, Indonesia, Cambodia, Myanmar, Vietnam, Japan, South Korea, Sri Lanka, Taiwan) for the Use of the Software or Product, the Sage contracting entity, governing law, court of jurisdiction and the data and privacy terms will be:	Sage Software Asia Pte. Ltd.	Singapore Laws.	Courts of Singapore	https://www.sage.com/en-sg/data-processing-addendum
If you contracted with Sage in Malaysia or your company, business or organization is based in Malaysia for the Use of the Software or Product, the Sage contracting entity, governing law, court of jurisdiction and the data and privacy terms will be:	Sage Software Sdn. Bhd.	Malaysia Laws.	Courts of Malaysia.	https://www.sage.com/en-my/data-processing-addendum