



STANDARD TERMS AND CONDITIONS

1. WORDS WITH DEFINED MEANINGS

Unless defined elsewhere, a word or expression starting with a capital letter has the meaning given to that word or expression set out in clause 27 of this Agreement.

2. INTERPRETATIONS

In this Agreement, unless a contrary intention appears:

- 2.1 words denoting the singular number include the plural and vice versa and words denoting any gender include every other gender;
- 2.2 headings are for convenience only and do not affect the interpretation of this Agreement;
- 2.3 a reference to a person includes that person's successors and permitted assigns;
- 2.4 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations and amendments, or re-enactments of any of them;
- 2.5 the word "person" includes a firm, body corporate, unincorporated association or authority;
- 2.6 a provision in favour of two or more persons is for the benefit of them jointly and severally and a provision binding two or more persons binds them jointly and severally; and
- 2.7 couriers, postal services and any other means of delivery (including electronic) are deemed to be Your agents.

3. DISCLAIMER

- 3.1 You acknowledge that You have had the opportunity to obtain independent professional advice in relation to the Software, Documentation and Services, and that You are not relying on the advice or judgment of Sage. To the extent permitted by law, the Software, Documentation and Services are provided on the basis that:
- 3.2 Sage is not responsible for the results of any actions taken by you in reliance on the Software, Documentation and Services, nor for any error or omission in the Software, Documentation and Services; and
- 3.3 Sage is not engaged in and do not represent by providing the Software, Documentation and Services that they are providing any legal, accounting, tax, professional or other advice or services.

4. **GOVERNING LAW AND JURISDICTION** This Agreement is governed by and shall be construed in accordance with the laws of Singapore.

5. FORCE MAJEURE

- 5.1 To the extent that a party's delay or inability to perform under this Agreement is due to the existence and its notification of a Force Majeure Event, the affected obligations of that party under this Agreement will be suspended until the passing of that Force Majeure Event. A party must take all reasonable steps to minimise any disruption to and resume the performance of its affected obligations.
- 5.2 If substantially all of a party's obligations under this Agreement are suspended by a Force Majeure Event under the above clause by more than twenty-one (21)

days, either party may elect to terminate this Agreement without penalty, or the parties may enter into discussions to modify the affected obligations by variation of this Agreement.

6. EXERCISE OF RIGHTS

- 6.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that right, power or remedy or an exercise of any other right, power or remedy.
- 6.2 Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- 6.3 A party is not liable for any loss caused by the exercise or attempted exercise or, failure to exercise, or delay in exercising the right, power or remedy.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous representations, agreements, understandings and negotiations on that subject matter.

8. CUMULATIVE RIGHTS

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.

9. WAIVER OF RIGHTS

Subject to Sage's right to revise the terms of the Agreement, a provision of, or a right created under the Agreement may not be waived or varied except in writing, signed by the party or parties to be bound.

10. INVALID PROVISIONS

If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force apart from such provision which will be deleted.

11. ASSIGNMENT OF RIGHTS

Sage may assign the Agreement without your consent. However, you may not assign your rights under the Agreement without the prior written consent of Sage. In assessing your request for assignment, Sage reserves the right to seek further and better particulars regarding the proposed assignee.

12. SOLICITATION OF PERSONNEL

You may not directly or indirectly solicit for employment, employ, or contract the services of Sage employees until 12 months have expired after the termination of the Agreement.

13. SUBCONTRACTING OF SERVICES

- 13.1 Subject to Your prior approval (which is not to be unreasonably withheld or delayed), Sage may subcontract all or any part of the Service to be performed under the Agreement.
- 13.2 Sage will be responsible for ensuring the suitability of the subcontractor and for ensuring that the work performed by the subcontractor meets the requirements of the



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Agreement.

14. **GIVING EFFECT TO THE CONTRACT** Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or which are necessary, or reasonably requested by any other party, to give effect to this Agreement.

15. NOTICES

Notices may be served on the parties at the addresses specified or to such other address as notified in writing.

16. TERMINATION

16.1 Either party may terminate this Agreement on 30 days' written notice to the other party in the event of a material breach by the other party, and if such breach is remediable, upon failure by the other party to remedy the breach within the notice period; or

16.2 Sage shall be entitled to terminate this Agreement with immediate effect by written notice of termination if You omit to make any payment required under this Agreement, fail to remedy such omission within 30 days of being required by written notice to do so and in any of the following circumstances:

- (a) If you are in breach of any essential term of the Agreement;
- (b) If you, being a corporation, become the subject of insolvency proceedings;
- (c) If you, being a firm or partnership, are dissolved;
- (d) If the Software is otherwise outside your effective control; or
- (e) If there is a change in ownership of a Proprietary Limited company of more than 50% of the shares and/or which effectively alters control of you.

17. UPON TERMINATION

17.1 Upon termination of this Agreement:

- (a) the Software Licence and access to Services (including support) is revoked;
- (b) You shall pay Sage all unpaid Fees;
- (c) each party shall be regarded as discharged from any further obligations under this Agreement subject to the provisions of clauses 17.1(d) and 17.1(e) below;
- (d) each party must immediately delete or destroy or return all Confidential Information of the other party; and
- (e) any antecedent rights and obligations of the parties shall not be affected, and each party may pursue any additional remedies provided by law.

18. CONFIDENTIAL INFORMATION

18.1 Both parties agree to not disclose the other party's Confidential Information and to use it only for the purposes of this Agreement. This obligation will not apply to any information that a recipient already knew before disclosure or information that comes into the public domain (except by breach of confidentiality).

18.2 If required by law, a party may disclose the Confidential Information of the other party.

19. LIMITATIONS OF LIABILITY

19.1 To the extent permitted by law, if Sage fails to comply with a statutory guarantee which by law may not be excluded, then to the extent the law permits Sage to limit its liability in respect of such failure, Sage's liability, is limited to:

- (a) in the case of goods, replacement or the cost of replacing the goods or supply of equivalent goods or repair or the cost of repairing the goods.
- (b) in the case of services, supplying the services again or payment of the cost of having the services supplied again.

Consequential loss

19.2 Despite any provision in this agreement to the contrary and to the extent permitted by law, Sage is not liable to You (or any party claiming through) in tort, contract or otherwise for any:

- (a) loss of profits, opportunity, revenue, data, goodwill, business or anticipated savings, pure economic loss, loss of value of equipment or expectation loss; or
- (b) any indirect, consequential, special, punitive or exemplary loss or damage, even if such loss or damage was reasonably foreseeable.

20. INDEMNITIES

20.1 You are liable to Sage for and indemnify Sage against any loss, damage, claim, proceeding and cost (including all reasonable legal costs on an indemnity basis), including as a result of a third party claim against Sage, arising out of:

- (a) the use or attempted use (including fraudulent use) by any person (including You) of Software, Documentation or Service, including any use that constitutes a breach of the Agreement;
- (b) any information, data, images, graphics or material produced, stored, transmitted, accessed, downloaded or used by You or any other person using the Software, Documentation or Services; and
- (c) any loss or damage caused by the acts or omissions (including delay or error) of Your employees, agents (including someone acting under your instructions) or contractors.

21. CURRENCY

Unless otherwise specified in any the relevant Order Form or invoice issued to you, all financial transactions and payment of fees are to be made in Singapore Dollars (SGD).

22. PRIVACY

22.1 You warrant that in providing personal information you have complied with your legal obligations under the Personal Data Protection Act of Singapore 2012.

22.2 Sage warrants that it will only use such personal information disclosed by you for the purposes of providing you with the Services under this Agreement. You can read Sage's Privacy Policy which is available on our Website at <https://www.sage.com/en-sg/footer/privacy-and-cookies>

22.3 You hereby provide your consent (and you agree to procure consent from your employees) to allow access such data or information residing in the Software and Services.

22.4 In addition, pursuant to the General Data Protection Regulation (GDPR) (EU) 2016/679, the parties further



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agree to comply with the data protection and privacy terms set out in: <https://www.sage.com/en-sg/data-processing-addendum>.

23. TAXES

- 23.1 Sage is not liable for any import duties, levies or imposts or taxes of any nature with respect to the products and services provided.
- 23.2 GST means the tax imposed by Goods and Services Tax Act (Cap. 117A) and the related Acts of Singapore. If GST is imposed on any supply we provide under the Agreement, you must pay an additional amount equivalent to the GST payable, in addition to any fees, other than those that already include GST.
- 23.3 Sage will provide you with a valid tax invoice for the amount of GST we require you to pay to us.

24. CONFLICTS OF INTEREST

You shall ensure that no conflict of interests arises between the interests of Sage and your interest. You shall notify Sage in writing as soon as is practically reasonable if it is aware of any potential conflict of interests and shall follow Sage's reasonable instructions to avoid, or bring to an end, any conflict of interests. In this regard, Conflict of Interest is defined as follows: A situation in which you have competing interest or loyalties which could impact their ability to act objectively and fairly in your capacity as a customer.

25. SANCTIONS

- 25.1 You hereby confirm that:
- it shall, at all times during the term of this Agreement, conduct its business in compliance with 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;
 - neither it nor any of its affiliates is named on any "denied persons list" (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor is it or any of its affiliates owned or controlled by a politically exposed person; and
 - it has and shall maintain throughout the duration of this Agreement appropriate procedures and controls in place to ensure and be able to demonstrate your compliance with this Clause 25.1.
- 25.2 You shall not permit your users to use or access the Software, or Services in violation of any U.S. export or sanctions law or regulation or in any Restricted Territories. Such use and / or access is not permitted by Sage and shall constitute a material breach of this Agreement, and where Sage is aware of or suspects that you (or any of your users) are using, accessing, permitting or otherwise facilitating such use or access in any Restricted Territory in breach of such laws or regulations, Sage may immediately suspend use of the Sage Cover Services (including use of the Software and Materials) to the extent that Sage considers necessary without prior notice, and Sage

shall promptly notify you of such suspension and investigate any potential breach.

- 25.3 You will promptly notify Sage if either it or any of your affiliates has violated, or if a third party has a reasonable basis for alleging that you or any of your affiliates has violated, this Clause 25.
- 25.4 In the event that Sage has grounds to suspect that you are using and / or accessing the Software or Services in violation of this Clause 25, you shall provide Sage with full cooperation and assistance to Sage in respect of its use and access of the Software or Services and of compliance with this Clause 25.
- 25.5 You shall indemnify and keep indemnified Sage against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Sage or any Sage affiliate as a result of the your (or your Users) breach of this Clause 25.

26. ANTI-BRIBERY AND CORRUPTION

- 26.1 Each party will and will procure that persons associated with them:
- comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("Relevant Requirement")
 - not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
 - Not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;
 - Promptly report to the other party, any request or demand for any undue financial or other advantage received by it in connection with this Agreement; or
 - Have and maintain in place during the Term of this Agreement, its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

27. DEFINITIONS

In this Agreement the following words and expressions, unless otherwise specified or unless the subject or the context otherwise requires, have the following meanings:

Agreement means this agreement, including Schedules, Licenses and any annexures;

Business Day means a day, not being a Saturday, Sunday or a public holiday in Singapore;

Business Hours means the hours between 8.30am and 5.00 pm on a Business Day in Singapore;

Confidential Information means the terms of this Agreement and all other non-public commercially valuable information of any kind and in any form (including without limitation oral, written and electronic form) that relates to a party and its business affairs, whether or not identified as confidential, which comes into the possession or control of a party as a result of this Licence or which under the circumstances surrounding disclosure, ought to be treated as confidential, but excludes the following of either party:

- information that is already in the public domain;
- information which subsequently becomes part of the public domain other than as a result of an unauthorised disclosure by the receiving party or its representatives; or
- information which is or becomes available to the

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receiving party from a third party who is legally entitled to possess and provide the information to the receiving party without a confidentiality restriction;

Damages means all liabilities, costs, accounts, damages, losses, expenses, wherever and however arising, whether past, present, unascertained, unknown, immediate, future or contingent and whether based in contract, tort, equity or statute, including direct, general, indirect, special, incidental or consequential loss or damage, or any loss or corruption of data or loss of profit, business or goodwill;

Documentation means all manuals, handbooks, technical guides and other material, whether in hard copy or electronic form, in relation to the Software and Services and its use, and provided by Sage under the Agreement to users of the Software;

Force Majeure Event means any failure or delay in providing any Services arising from any cause or causes beyond the control of the relevant party, including but not limited to acts of God, fire, storm, lightning, flood, earthquake, acts of the public enemy, war, rebellion, insurrection, riot, invasion, strikes, lockouts, breakdown of or damage to plant, equipment or facilities, interruption or delay to services (including supplier, utility and common carrier), or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts or omission of the party seeking relief;

GST means any form of goods and services tax payable under the GST Law and the GST Law means *the Goods and Services Tax Act (Cap. 117A)*.

Intellectual Property Rights means all intellectual property rights of whatever nature including all rights conferred under statute, common law or equity, including without limitation, all copyrights, patent rights, trademark rights, design rights and trade secrets;

Our We & Us means pertaining or belonging to Sage;

Restricted Territories means (i) Cuba, Iran, North Korea, Syria and the territory of Crimea / Sevastopol, and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the U.S.

Sage, depending on your location, shall mean the following entity (and which includes its and includes its officers, employees, contractors, agents or authorised distributors):

(a) If you are domiciled in, or your company, business or organisation is based in Singapore, Hong Kong, China, Thailand, India, Philippines, Indonesia, Cambodia, Myanmar, Vietnam, Japan, South Korea, Sri Lanka, Taiwan, then you will be contracting with Sage Software Asia Pte. Ltd. of 12 Marine View #25-02/03 Asia Square Tower 2, Singapore 018961.

(b) If you are domiciled in, or your company, business or organisation is based in Malaysia, then you will be contracting with Sage Software Sdn. Bhd. of Suite 1B-6, Level 6, Block 1B, Plaza Sentral, Jalan Stesen 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Federal Territory of Kuala Lumpur, Malaysia.

Services mean the services to be performed under this

Agreement, including Schedules, Licenses and any annexures;

You and Yours mean or refers to the company or person identified on the front page of the agreement.

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