

## **WEB API SERVICE AGREEMENT**

IMPORTANT - Permission to use the Software is conditional upon you agreeing to the terms set out below and incorporates our Standard Terms and Conditions and the Order Form or any other written agreement entered into between us. By passing beyond the splash screen, installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the following terms. Sage reserves the right to revise the terms of the Licence and its Standard Terms and Conditions at any time on our Website to facilitate changed operating conditions. In the event this occurs, the then current Licence and Standard Terms and Conditions will be the prevailing version. Although Sage will endeavour to communicate changes of our Licence and Standard Terms and Conditions to you, you are advised to check the website periodically and your continued use of the Licensed Software shall be deemed to constitute acceptance of any revised terms.

### **1. SUPPLY OF SERVICES**

1.1 Sage will provide the Software License and Services to You subject to the terms and conditions of this Agreement.

#### 1.2 Service Limitations

- (a) The Service is provided in good faith and to the best of Sage's ability in terms of availability, performance and security.
- (b) The Services are provided subject to the Supplier providing the hosting services specified in the services agreement between the Supplier and Sage in accordance with the Service Level Guarantee provided by the Supplier, in accordance with clause 5.
- (c) Change requests must come from your authorised contact. Changes to Your authorised contact must be in writing and come from the person who signed this Agreement or another person of same standing.
- (d) Our maintenance window is 6 pm to 12 am AEST on Friday each week. During this time the Service may be unavailable for short periods. At least 24 hours' notice will be given for such downtime events.
- (e) Emergency scheduled downtime may occur for security reasons. Due to their nature, minimal notice may be given for such events. Sage endeavour to minimise such occurrences.
- (f) Sage will make best endeavours to prevent security breaches in the hosting environment that provides the Web API service in terms of local network, operating system, and hardware that is in Sage's exclusive control.
- (g) Sage may from time to time, and at Sage's discretion, use a third party to assist with matters incidental to providing the Services, such as setting up the link between establishing security profiles, troubleshooting, auditing and other incidental matters.
- (h) Sage may from time to time, and at Sage's sole discretion, change Supplier in order to provide you with an operational Web API Environment. In order to minimise any disruption to your service, Sage shall give you at least 24 hours' notice of our intention to change Supplier.

### **2. TERM**

2.1 This Agreement will commence on the Commencement Date as specified in the Order Form shall continue for the Initial Term.

2.2 Unless either party gives 30 (thirty) days' notice in writing to the other party prior to expiry of the Initial Term that it does not wish the Agreement to continue after the expiration of the Initial Term, then this Agreement will automatically renew for additional term of (12) twelve months each after the expiration of the Initial Term (or each renewal term, as the case may be) ("**Renewal Term**") provided that you are not in default of any of the provisions of this Agreement.

2.3 Either party may terminate this Agreement without cause with 60 (thirty) days prior written notice.

### **3. YOUR OBLIGATIONS**

- 3.1 You must comply with all reasonable directions issued by Sage in relation to the use of the Service.
- 3.2 You must not use the Service in a way which is illegal, or which interferes with or disrupts other internet users, service providers including the Supplier, their computers, software or hardware including without limitation:
- (i) propagating computer worms, trojans or viruses;
  - (ii) using the Service to gain unauthorised access to another computer or network.
- 3.3 Sage reserves the right to suspend the Service to You if the use of the Service is considered unreasonable and this has not been remedied as per clause 3.1.
- 3.4 You must keep all identification and log-in information that is used as part of the Service secret and secure. You agree not to disclose to any other person any identification or log-in information, whether in use or not, nor any other Confidential Information relating to Sage which You obtain through the use of the Service.

#### **4. FEES**

- 4.1 The fees for the Services are due and payable by You to Sage by the due date as specified on the invoice. Unless otherwise agreed or specified in the Order Form, all fees are in Singapore Dollars and are exclusive of GST.
- 4.2 If You dispute any part of an invoice You must notify Sage within 7 days of its receipt.
- 4.3 Sage reserves the right to suspend any or all of the Service if payment of the fees is not received on or before the due date.

#### **5. SERVICE LEVELS**

- 5.1 The Supplier has provided Sage a Public CaaS Service Level Terms of Service available from: <https://www.dimensiondata.com/-/media/dd/corporate/content-images/pdfs/legal/2-public-caas-service-level-terms-2015.pdf?la=en>
- 5.2 Subject to the Supplier performing its service obligations and any disruptions to the Services caused by Supplier outages, the Software will be accessible during the times stated in Public CaaS Service Level Terms of Service and the Services will be provided in accordance with the Service Levels.

#### **6. APPLICATION SOFTWARE SUPPORT**

- 6.1 Support is for Sage Software and/or Applications only.
- 6.2 Technical support will only be supplied so long as the Software and/or Application is used under conditions for which the Software and/or Application is designed.
- 6.3 The technical support provided under this Agreement is limited to telephone, email or self- service support of the Software by Sage during Business Hours. If you require any additional technical support, outside Business Hours, Sage may provide that support to you at its then current rates for such services.

#### **7. PRIVACY**

- 7.1 You warrant that in providing such personal information you have complied with your legal obligations under the Personal Data Protection Act of Singapore 2012.
- 7.1.1 Sage warrants that it will only use such personal information disclosed by you for the purpose 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>. Accordingly, you hereby you hereby

provide your consent (and you agree to procure consent from your employees) to allow access such data or information residing in the Sage Software. In addition, pursuant to the General Data Protection Regulation (GDPR) (EU) 2016/679, the parties further agree to comply with the data protection and privacy terms set out in: <https://www.sage.com/en-sg/data-processing-addendum>.

## 8. LIABILITIES AND INDEMNITIES

You agree that Sage is not liable in relation to, and indemnifies Sage against, all claims for injury, loss, damage or expenses arising from or related to this Agreement, or resulting from your use of the Software and Services, made by you or a third party, whether in contract, tort, statute, equity or otherwise, including:

- (i) delay or error by you in the timely and accurate transfer to Sage of all information necessary for Sage to properly perform the Services;
- (ii) use of couriers or other agents to effect delivery;
- (iii) use of facsimile or electronic mail in relation to any communication arising from or in relation to this Agreement or its performance; and
- (iv) any breach of clause 3 above.

## 9. DISPUTES

9.1 If a dispute arises out of or relates to this Agreement or the breach, termination, validity or subject matter thereof the parties, before having recourse to litigation, agree to endeavour to settle the dispute by mutual agreement.

9.2 Nothing in this clause shall preclude either party from taking immediate steps to seek equitable relief before a court of competent jurisdiction.

## 10. GENERAL

Clauses 3, 4, 5, 6, 7 and 8 survive the termination of this Agreement for any reason.

## 11. DEFINITIONS AND INTERPRETATION

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

**Application Software Support** means the telephone and email support for the software as specified in Schedule 1.

**Business Hours** means the hours between 9:00 am and 6.00 pm on a Business Day in Singapore.

**Claims** means all rights, notices, actions, suits, proceedings, litigation, investigations, claims, demands, verdicts, judgements and findings wherever and however arising, whether past, present, unascertained, unknown, immediate, future or contingent and whether based in contract, tort or statute.

**Commencement Date** means the date specified in the Order Form.

**Hosted Environment** means the physical environment of the Web API Service.

**Initial Term** means the minimum term for which We will provide the Service to You, as set out in the Order Form.

**Licence** means the license granted by Sage to You for the use of the Software and the Service.

**Order Form** means the written agreement entered into between You and Sage for the provision of the Services and Software, and which incorporates these term and conditions.

**Private Cloud Environment** means hardware, Software and Services supplied by Us to enable your access to the Software.

**Renewal Term** means any further term following the Initial Term, as specified in clause 2.2.

**Sage** means, the Sage company that makes the Software License or Service available to you. The Sage entity contracting with you depends on your location as follows:

- (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.

**Service** means the services set out in Schedule 1.

**Service Levels** means the service levels set out in Schedule 1, pertaining to the Private Cloud Environment.

**Software** means the software specified in the Order Form.

**Supplier** means the supplier of the Hosted Environment on which Sage will install the Software and any other third party who is contracted to assist Sage in the establishment of the access to the Web API, or the provision of Services.

**System Changes** mean changes which affect your system integrity or security such as adding new users or changing access permission.

**Term** means collectively, the Initial Term and any Renewal Term.

**Unavailable** is when a client cannot access the Private Cloud environment due to an environment issue. This excludes performance issues where performance is deemed less than at the normal levels however the environment is accessible.

**SCHEDULE 1**  
**Services**

<b>Services</b>	<b>Details</b>
24*7 Software Hosting	Sage will manage and maintain the Web API Software on a server hosted by the Supplier in an external IT environment.
Access and Management	Sage will: <ul style="list-style-type: none"><li>- Provide You access to the Software through a secure link;</li><li>- Maintain the access link to the Software from the hosted server side;</li><li>- Send You alerts if there are issues affecting the Software, Services or the host server.</li></ul>
Application Software Support	Telephone and E-mail support during Business Hours.

## **SCHEDULE 2**

### **1. Service Level Responsibilities**

- (a) Sage will use, undertake or employ, at its discretion, whatever systems, procedures and or actions that it deems necessary in executing and performing any of its responsibilities as detailed in these Service Levels and will determine the manner in which it implements, undertakes or provides these systems, procedures and or actions.
- (b) All times referred to in these Service Levels are references to Business Hours, unless otherwise notified in writing by Sage.
- (c) You will:
  - (i) ensure that Your staff have current and accurate procedures and instructions in place to enable use of the Services and the Software; and
  - (ii) ensure that Your staff are adequately trained in the use of the Services and Software and that those staff are the Sage contacts.

### **2. Issue Management**

- (a) Where issues arise in the delivery of Services, You will report all problems to the Sage help desk in a timely manner. Sage service centre personnel will be available during Business Hours.
- (b) Where issues arise in relation to these Service Levels, Sage will:
  - (i) maintain a log of all problems that are reported by You. This includes problems caused by You;
  - (ii) respond to and resolve all problems in accordance with the Issue Resolution Process outlined in these Service Levels; and
  - (iii) liaise with third parties (where it considers this necessary) to facilitate the timely resolution of issues.

### **3. Issue Resolution Process - Technical support for connection and access to the Hosted Environment**

- (a) Where You notify Sage of a problem with the connection or access to the Web API service, Sage will assign one of the Severity Levels set out below:

<b>Severity Level</b>	<b>Description</b>
1	The connection or access to the Web API site is inoperable or experiencing significant problems causing operation to be severely impacted. You have investigated and able to prove that no environmental changes have occurred in Your environment since the last correct working of the connection or access.
2	A suspected high impact condition associated with the connection or access, however the Software or Services are still able to perform substantially to their specifications and the problem does not materially disrupt Your business.
3	Minor problems being experienced, or a general question has arisen concerning the Software or Services.

- (b) The severity code assigned to a problem determines the order in which Sage will address it. Severity 1 calls are addressed first, Severity 2 second, and so on. Calls with equal severity are allocated on a first-in, first-out basis;
- (c) Sage warrants that Severity 1 incidents will be addressed until they are resolved or until a “work-around” is generated that lowers the severity level; and
- (d) Sage does not provide support for Your hardware, operating systems, network operating systems, physical network, web servers, or Your email system.

### **4. Target Response Times**

Sage will respond to a call for service from You based on the severity levels within the following time limits:

Severity 1	2 Hours
Severity 2	4 Hours

Severity 3	24-48 Hours
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**5. Issue Resolution Process - Application SOFTWARE support**

- (a) Application Software support is allocated on a first -in first-out basis.
- (b) Application Software support will only be supplied so long as the Software is used under conditions for which the Software is designed.
- (c) Application Software support will only be supplied to Your authorised employees.
- (d) Your authorised employees must be adequately trained in the use of the Software applications.
- (e) Application Software support provided under this Agreement is limited to telephone support of the Payroll, Employee Self Service or Human Resource Software supplied by Us during normal Business Hours. If You require any additional technical support, including telephone support outside normal business hours, We may, in Our absolute discretion, provide that support to you at Our then current rates for such services.

**6. Escalation**

If You believe that Sage is not adequately addressing the issue, You may escalate this concern to the relevant Sage personnel.

**7. Service Level Review**

- (a) Where it is apparent that a Service Level deviation has occurred, Sage will:
  - (i) Identify the cause of the degradation in performance;
  - (ii) Use its best endeavours to restore Service Levels;
  - (iii) Notify You of any change to the Service status;
  - (iv) Take remedial action to minimise the risk of recurrence;
  - (v) Document the incident and the action taken; and
  - (vi) Review the performance issue and actions in place.
- (b) A Service Level review may be undertaken by Sage annually or as agreed between the parties.