



Sage Referral Agreement

This agreement is between Sage Software, Inc. (“**Sage**”) and the referrer listed on the signature page hereto (“**Referrer**”).

Sage offers internet-based business application services and desires to permit Referrer to refer prospective new customers to Sage in exchange for a referral fee as set forth in this Agreement. Accordingly, in consideration of the foregoing and the mutual covenants and agreements herein, the parties agree as follows:

1. Definitions

As used herein, the following terms have the meanings set forth below. Other capitalized terms have the respective meanings given to them elsewhere in this Agreement.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with, the subject entity, where “**control**” is the direct or indirect ownership or control of at least a majority of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues.

“**Agreement**” means this agreement and all its schedules, attachments, and exhibits, as may be amended from time to time.

“**Completed Transaction**” means a valid and binding agreement for the subscription to Sage Services, resulting from a Referral (defined below) submitted by the Referrer. This agreement must be entered into between Sage, a Sage Affiliate, or a Sage Reseller and a New Customer within 12 months following Sage’s acceptance of the Referral, as confirmed by Sage.

“**Completed Transaction Referral Fee**” means the one-time fee of \$50, issued to the Referrer in the form of a Gift Voucher administered through a third-party provider, as further described in Schedule 1.

“**Confidential Information**” means all information of a party or its Affiliates (“**Discloser**”) disclosed to the other party or its Affiliates (“**Recipient**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Sage Services are Sage’s Confidential Information.

“**Customer Agreement**” means a valid and binding agreement for the subscription to Sage Services entered into between Sage, a Sage Affiliate, or a Sage Reseller and a New Customer within 12 months following Sage’s acceptance of the Referral, as confirmed by Sage.

“**Documentation**” means the online or written user guides, specifications, and manuals regarding the Sage Services that are made available by Sage and any updates thereto.

“**Effective Date**” means the date that this Agreement is countersigned by Referrer.

“**Error**” means the failure of the Sage Services to substantially conform to Sage’s Documentation.

“**Force Majeure**” means an act of God (e.g., a natural disaster, accident, or epidemic) or another event outside of the reasonable

control of the party seeking excuse of performance (e.g., acts of war, terrorism, government authority, or by another third party outside the party’s control).

“**Gift Voucher**” means a prepaid or electronic voucher issued by a third-party provider designated by Sage, which can be redeemed for in accordance with the third-party provider’s terms.

“**Intellectual Property Rights**” means any intellectual property or proprietary rights recognized in any country or jurisdiction in the world including copyrights, moral rights, trademarks (including logos, slogans, trade names, and service marks), patent rights (including patent applications and disclosures), know-how, inventions, rights of priority, and trade secret rights.

“**New Customer**” means an entity that enters into a valid and binding agreement with Sage, a Sage Affiliate, or a Sage Reseller to subscribe to the Sage Services.

“**Prospect**” means an entity that Referrer refers to Sage under this Agreement as a potential new customer for the Sage Services, which entity is submitted pursuant to the process outlined herein.

“**Referral Fee**” means the Completed Transaction Referral Fee as set forth in [Schedule 1](#).

“**Sage Resellers**” means Sage’s value-added resellers that have entered into a written agreement with Sage or a Sage Affiliate to resell the Sage Services.

“**Sage Services**” means the products and services (including Documentation therefor) that are provided by or on behalf of Sage set forth in [Schedule 1](#).

“**Territory**” has the meaning set forth in [Schedule 1](#).

“**Trademarks**” means, with respect to a party, such party’s trademarks, trade names, service marks, and service names necessary for the exercise of the other party’s rights or the performance of the other party’s obligations under this Agreement. If a party changes its name, marks, and/or branding, such successor name and/or marks will be considered “Trademarks” hereunder.

2. Referrals

2.1. [Submission of Prospects](#). Referrers may make Prospect referrals by using the link to the Sage Services referral form available on Sage’s website (“**Referral**”).

2.2. Failure to use the designated system detailed above or to follow the submission instructions for a Prospect will, in Sage’s discretion, result in forfeiture of Referrer’s Referral Fee and other rights hereunder with respect to such Prospect. If Sage changes the system or instructions for submitting referrals for Prospects, it will promptly notify Referrer. Prospects submitted in the old system or in accordance with the old instructions shall be honored if received prior to such notification.

2.3. [Criteria for Referrals](#). Sage shall have reasonable, good faith, internal criteria for accepting and rejecting Prospects. Such criteria may include: (i) whether the Prospect is already an existing customer of Sage, a Sage Affiliate, or a Sage Reseller; (ii) whether Sage, a Sage Affiliates, or a Sage reseller or other partner has been

in contact with the Prospect prior to receipt of the Referral; (iii) whether the Prospect has already been referred by a third party to Sage, a Sage Affiliate, or a Sage Reseller; and (iv) whether Sage, a Sage Affiliate, or a Sage Reseller is prohibited by contract or arrangement with any third party, or by any law or regulation, from accepting the Prospect from Referrer.

2.4. Referral Fee. For each Referral made by Referrer to Sage, resulting in Sage, a Sage Affiliate, or a Sage Reseller entering into a Completed Transaction within 12 months after its acceptance of the Prospect, Referrer will earn a one-time Completed Transaction Referral Fee on account of such Completed Transaction in as further described in Schedule 1.

2.5. Effect of Termination. If Sage accepts a Prospect prior to this Agreement being terminated, but Sage, a Sage Affiliate, or a Sage Reseller enters into a Completed Transaction with that Prospect after the effective date of this Agreement being terminated (and still within the 12-month submission timeframe described above), then Sage will still pay a Completed Transaction Referral Fee to Referrer on account of such Completed Transaction.

2.6. Non-Exclusivity. For the avoidance of doubt, Sage has the right to solicit Prospects directly and/or to appoint other representatives or agents to provide leads to it.

3. Confidentiality and Security

3.1. Confidential Information. Recipient will not use or disclose any Confidential Information received from Discloser other than as expressly permitted by this Agreement or as expressly authorized in writing by Discloser. Recipient will use the same degree of care to protect Discloser's Confidential Information as it uses to protect its own confidential information of like nature, but no less than reasonable care. Recipient will not disclose Discloser's Confidential Information to any person or entity other than its officers, principals, employees, and subcontractors who need access to such Confidential Information in order to effect the intent of this Agreement and who are bound by confidentiality terms no less restrictive than those in this Agreement. As between the parties, all Confidential Information will remain the property of Discloser.

3.2. Exceptions. The restrictions set forth in section 4.1 will not apply to any Confidential Information that Recipient can demonstrate (i) was known to it prior to its disclosure by Discloser; (ii) is or becomes publicly known through no wrongful act of Recipient; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by Recipient without use of the Discloser's Confidential Information; (v) has been approved for release by Discloser's prior written authorization; or (vi) has been disclosed by court order or as otherwise required by law, provided that Recipient provides prompt advance notice to Discloser to enable it to seek a protective order or otherwise prevent such disclosure.

3.3. Injunctive Relief. The parties agree that a breach of section 4.1 may cause irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, Discloser will be entitled to seek injunctive relief for any threatened or actual breach of this section 4 by Recipient without the need to prove damages or post a bond or any other surety.

3.4. Security Program. Each party will maintain and enforce an information security program for the protection of Confidential Information, including commercially reasonable administrative, physical, and technical measures designed to (i) protect the confidentiality and integrity of Confidential Information, and

(ii) ensure the proper disposal and destruction of Confidential Information.

4. Proprietary Rights

4.1. In General. This Agreement confers only the right for Referrer to promote the Sage Services per the terms and conditions of this Agreement while this Agreement is in effect and does not convey any rights of ownership or intellectual property rights in or to the Sage Services. All rights not expressly granted by Sage to Referrer are expressly reserved by Sage.

4.2. Ownership. Sage owns all rights to the Sage Services, any Intellectual Property Rights therein, any materials relating thereto, and any configurations, customizations, modifications, enhancements, updates, revisions, or derivative works thereof.

4.3. Feedback. Referrer may, from time to time, submit comments, information, questions, data, ideas, description of processes, or other information to Sage, Sage's Affiliates, or Sage Resellers about the Sage Services ("**Feedback**"). Referrer agrees that Sage is free to use, disclose, reproduce, license, or otherwise distribute and exploit the Feedback without any obligation or restriction.

5. Financial Terms

5.1. Costs and Expenses. Each party will bear its own costs and expenses incurred in connection with this Agreement.

5.2. Taxes. Each party will be responsible for all taxes, duties, VAT charges and similar taxes and fees imposed by reason of Referral Fees (including those issued in the form of Gift Vouchers) to such party hereunder, including any taxes on such party's income. Referral Fees paid in the form of Gift Vouchers may be deemed taxable income to the Referrer. Referrer is solely responsible for reporting and paying any applicable taxes on the value of such Gift Vouchers.

5.3. Required Information. To enable the issuance of Gift Vouchers as Referral Fees, Referrer must provide Sage with all information reasonably requested from time to time, required to process and issue such Gift Vouchers through Sage's designated third-party provider.

5.4. Tax Reporting and Compliance. Sage may, in accordance with applicable tax laws, report the details of any Referral Fees paid in the form of Gift Vouchers to the Internal Revenue Service (IRS) and any other relevant tax authorities.

6. Term and Termination

6.1. Term. The term of this Agreement begins on the Effective Date and continues until terminated as set forth herein.

6.2. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason upon 90 days' written notice to the other party.

6.3. Termination for Cause. Either party may terminate this Agreement at any time if the other party breaches any material term of this Agreement and fails to cure such breach within 30 days following notice thereof from the non-breaching party. Either party may terminate this Agreement upon written notice to the other if the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within 60 days of the filing thereof.

6.4. Survival. Sections 1, 4, 5, 7, 9, 10, and 12 will survive termination.

6.5. Return of Materials. No later than 30 days after termination or expiration of this Agreement, each party will either return or destroy all Confidential Information of the other party in its possession and, upon written request by the other party, will certify such return or destruction.

7. Warranties

7.1. Authority. Each party represents to the other that (i) it is a valid legal entity and is in good standing or validly existing under the laws of the jurisdiction of its incorporation and residence; (ii) it has all the requisite legal power and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement has been duly authorized and is enforceable in accordance with its terms; and (iv) no approval, authorization, or consent of any governmental or regulatory authorities is required to be obtained or made in order for it to enter into and perform its obligations under this Agreement.

7.2. Services Warranties. Sage warrants that the Sage Services will perform materially in accordance with Sage's Documentation.

7.3. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE MATERIALS PROVIDED BY IT TO THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NO INFORMATION OR MATERIALS PROVIDED HEREUNDER WILL BE CONSTRUED AS ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL, OR OTHER ADVICE TO THE OTHER PARTY, REFERRERS, END USERS, OR ANY THIRD PARTY.

8. Indemnification

8.1. Mutual IP Indemnification. Each party ("**Indemnifying Party**") shall defend, at the Indemnifying Party's expense, the other party and its officers, directors, employees and representatives ("**Indemnified Party**") in any third-party claim alleging that the Indemnifying Party's products or services infringe or misappropriate any Intellectual Property Right of such third party, provided that the Indemnified Party (a) provides prompt written notice of such claim to the Indemnifying Party, (b) grants the Indemnifying Party the sole right to defend and settle such claim, and (c) provides to the Indemnifying Party (at the Indemnifying Party's expense) all reasonable assistance. If there is an adverse judgment in any such claim, the Indemnifying Party shall pay any resulting costs and damages finally awarded by a court with respect to such claim. In the event of a claim or threatened claim under this section, the Indemnifying Party may, at its sole option, (i) revise the products or services so that they are no longer infringing, (ii) obtain the right for the Indemnified Party to continue using the products or services, or (iii) terminate this Agreement upon 30 days' notice. The right to indemnification under this section shall not extend to claims based on the combination, operation, or use of the Indemnifying Party's products or services with other products or services not provided by the Indemnifying Party, to the extent such infringement would not have occurred without such combination, operation, or use.

8.2. Exclusive Remedy. THIS SECTION 8 REPRESENTS THE SOLE AND EXCLUSIVE LIABILITY OF EACH PARTY AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

9. Limitation of Liability

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION (AND WHETHER IN CONTRACT OR IN TORT) WILL BE LIMITED TO THE TOTAL AMOUNT PAYABLE TO REFERRER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, IF SUCH CLAIM ARISES DURING THE FIRST 12-MONTH PERIOD OF THIS AGREEMENT, DURING SUCH PERIOD.

10. Publicity

All media releases, public announcements, and public disclosures by either party relating to this Agreement or the subject matter of this Agreement will be subject to review and approval by the other party prior to release, which will not be unreasonably withheld.

11. General Provisions

11.1. Compliance With Laws. Each party shall comply with all laws and regulations applicable to it in performing its obligations under this Agreement, including applicable sanctions (including those of the Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom and the European Union), anti-bribery, anti-corruption and tax evasion laws. Each party shall maintain appropriate controls and procedures to be able to demonstrate compliance with such laws and regulations. The Sage Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any denied-party (or similar target sanctions) list. Neither party shall permit its respective customers to access or use its products or services in any country or territory that is subject to government-wide or comprehensive sanctions by the United States, the United Kingdom, or the European Union. Any breach of this section is a material breach of this Agreement.

11.2. Notices. Except as otherwise specified in this Agreement, any notice required under this Agreement will be in writing and sent by pre-paid mail, courier service, or email to the contact address or email last provided in writing to the notifying party by the notified party. Any notice will be deemed received: (i) if sent by pre-paid mail, 48 hours after posting; (ii) if sent by courier, on the next business day; or (iii) if sent by email, at 9 a.m. recipient's local time on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt either expressly or by conduct.

11.3. Independent Contractors. The relationship of Sage and Referrer is that of independent contractors. Neither party has any authority to act on behalf of the other party or to bind it, and in no event will the parties be construed to be partners, employer-employee, or agents of each other.

11.4. Governing Law; Arbitration. The validity, construction and interpretation of the Agreement will be governed by the internal laws of the State of Georgia, excluding its conflict of laws provisions. Except for the right of either party to apply to a court for a temporary restraining order, a preliminary injunction, or other equitable relief, any controversy, claim, or action arising out of or relating to the

Agreement will be settled by binding arbitration in Toronto, Ontario and administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules. The parties consent to the exclusive jurisdiction and venue of the federal and provincial courts located in Toronto, Ontario for any action permitted under this section, challenge to this section, or judgment upon the award entered.

11.5. Assignment. The Referrer may not assign any rights or obligations under this Agreement without Sage's prior written consent. Any attempted assignment in breach of this Agreement shall be void.

11.6. Modification. At any time and in Sage's sole discretion, Sage may modify any of the terms and conditions contained in this Agreement, upon written notice to Referrer. If any modification is unacceptable to Referrer, Referrer's only recourse is to terminate this Agreement. Continued participation in referral program following Sage's notification of the revised or new agreement will constitute binding acceptance of the modification.

11.7. Force Majeure. Notwithstanding any provision contained in this Agreement, neither party will be liable to the other to the extent performance of any obligations under this Agreement is delayed or prevented by a Force Majeure event.

11.8. Remedies Not Exclusive. Except as expressly set forth herein, any remedy in this Agreement is not exclusive of any other available remedy.

11.9. Waiver. A party's failure or delay to exercise any right under this Agreement will not act as a waiver of such right. Rights may only be waived in writing signed by the waiving party.

11.10. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the original provision, with all other provisions in this Agreement remaining in full force and effect.

11.11. Interpretation. Headings are for convenience only and may not be used in interpretation. The words "such as" and "including" do not signify limitation. This Agreement shall not be interpreted against the drafter.

11.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations, and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering into this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance, or warranty other than as expressly set out in this Agreement.

Schedule 1

Referral Program

1. Territory:

Eligible rewards for Referrals will be based on both purchases of Sage Services occurring within the United States.

2. Sage Services:

Sage 50- Desktop and Sage 50 - Cloud

3. Referral Fees Overview

Completed Transaction Referral Fee Eligibility Criteria:

Referrer will become eligible for the Completed Transaction Referral Fee once the New Customer referred by the Referrer maintains a paying subscription to Sage Services for a minimum of 60 days (the 'Minimum Subscription Period'). The Minimum Subscription Period begins once Sage confirms the subscription as a 'Sale,' which may take up to 48 business hours from the date of subscription confirmation.

Exclusion: Free trials do not qualify for the Completed Transaction Referral Fee and free trial periods do not count toward the Minimum Subscription Period.

Payment Terms:

The Completed Transaction Referral Fee will be issued in the form of a Gift Voucher within 30 days after the expiration of the Minimum Subscription Period, provided all conditions are met and verification is complete in accordance with Section 5.3. For the avoidance of doubt, Gift Vouchers will be issued via a third-party provider designated by Sage at its discretion and notified to you and may be subject to the third party provider's terms and conditions.

Referral Fees are subject to change and may be adjusted at Sage's discretion.