

Sage End User License Agreement

This Agreement governs the use of the Software set forth in Customer's Order Form and any Service Plan Customer elects to purchase with respect to that Software.

BY DOING ONE OR MORE OF THE FOLLOWING (OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO SO ON CUSTOMER'S BEHALF), CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED AND ENTERED INTO THIS AGREEMENT WITH SAGE AND ANY ADDITIONAL TERMS AND CONDITIONS REQUIRED BY THIRD-PARTY PROVIDERS BY: (1) CLICKING "AGREE," "OK", OR A SIMILAR AFFIRMATION THAT APPEARS DURING ACTIVATION OF THE SOFTWARE OR PRIOR TO THE USE OF THE SOFTWARE, (2) SIGNING THIS AGREEMENT, OR (3) USING THE SOFTWARE. IF CUSTOMER DOES NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT OR ANY APPLICABLE TERMS AND CONDITIONS REQUIRED BY THIRD-PARTY PROVIDERS, EACH IN THEIR ENTIRETY AND WITHOUT MODIFICATION OR ADDITION, THEN CUSTOMER DOES NOT HAVE A LICENSE TO USE THE SOFTWARE.

BY ACCEPTING THIS AGREEMENT, CUSTOMER CONSENTS TO THE TRANSMISSION OF CERTAIN INFORMATION DURING ACTIVATION AND DURING ITS USE OF THE SOFTWARE TO SAGE PURSUANT TO THE SAGE PRIVACY NOTICE DESCRIBED IN SECTION 13.

1. Definitions

"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 Sage End User License Agreement, the Data Processing Agreement, the Supplemental License Terms, and all applicable Order Forms, each of which are incorporated herein by reference and made a part hereof.

"**AI Data**" means, together, AI Input Data, AI-Generated Output and any data derived from or containing the same.

"**AI-Generated Output**" means the content generated and returned to a user resulting from that user prompting or using an AI System in the context of, or embedded within, the Software.

"**AI Input Data**" means any data input into an AI System, by Customer or any user, including (without limitation) prompts, queries and instructions (in whatever medium or format), but excluding: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (b) Sage-provided customization, or fine-tuning data.

"**AI Policy**" means any policy Sage publishes or otherwise makes available from time to time (including any amendments to it) which Sage communicates to Customer containing requirements and restrictions applicable to the use of AI Systems by Customer and its users.

"**AI System**" means any artificial intelligence technologies, systems, models, tools or functionality, including machine learning, deep learning, generative AI, and any autonomous, semi-autonomous or agentic AI functionality or capabilities.

“Confidential Information” means all information (however recorded or preserved) 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. Confidential Information excludes: (i) information that was known to the Recipient without a confidentiality restriction prior to its disclosure by the Discloser; (ii) information that was or becomes publicly known through no wrongful act of the Recipient; (iii) information that the Recipient rightfully received from a third party authorized to make such disclosure without restriction; (iv) information that has been independently developed by the Recipient without use of the Discloser’s Confidential Information; and (v) information that was authorized for release in writing by the Discloser.

“Customer” means the legal entity listed on the Order Form.

“**Customer Data**” means the data, information, files, documents or material provided, inputted, shared or submitted by Customer or any user, or otherwise on Customer’s behalf, via the Software, which may include data relating to Customer’s users, customers, suppliers, employees or other third parties, and includes any AI Input Data.

“Customer Support” means Software assistance that Customer receives by phone, email, chat, access to on-line information, or by similar means because Customer purchased a Service Plan.

“Data Processing Agreement” means the Data Processing Agreement posted on <https://www.sage.com/en-us/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-processing-agreement/> (or such other URL as notified to you) as amended from time to time).

“Documentation” means the Program specifications that are set forth in the Program help files and any release-related notes, guides, or manuals Sage publishes specific to the current version of the Program.

“Enabled Use” means that Sage has fulfilled the applicable software delivery process (enabling downloading of the Software, delivering activation codes for the Software, or otherwise), thereby enabling Customer to install and execute the Program.

“Maintenance Software” means Software that Sage delivers because Customer has purchased a Service Plan.

“Order Form” means any order form issued by Sage or an authorized reseller that describes the Software or Service Plan that Customer has elected to purchase and the corresponding fees for such purchase. Only order forms issued by Sage or an authorized reseller of Sage’s Software constitute “Order Forms” under this Agreement. Customer-issued order forms, purchase orders, or similar documents are not Order Forms and have no force or effect.

“Program” means the Sage application, in object code format, identified in the Order Form, as updated by any Maintenance Software, including AI Systems, but excluding any Third-Party Services.

“Sage” means (i) Sage Software, Inc., a Virginia corporation, if you are domiciled in the United States or any country other than Canada, and (ii) Sage Software Canada Ltd., an Alberta corporation, if you are domiciled in Canada.

“Sage Data” means the information in an Order Form, data about the configuration and use of the Software, the Documentation, and other information provided to Customer by Sage during performance under this Agreement, but excluding Customer Data and AI-Generated Output.

“Service Plan” means a plan Customer purchases for the provision of Customer Support and/or Maintenance Software for a specified period.

“Software” means collectively, the Program, the Documentation, any Maintenance Software, and any part thereof, including AI Systems, but excluding any Third-Party Services.

“Supplemental License Terms” means the additional terms and conditions associated with the Software located at <https://www.sage.com/en-us/legal/eula/> (if you are contracting with Sage Software, Inc.) or <https://www.sage.com/en-ca/legal/eula/> (if you are contracting with Sage Software Canada Ltd.), as updated by Sage from time to time in its discretion.

“Third-Party Provider” means any third party (other than Sage) that provides a Third-Party Service.

“Third-Party Service” or **“Third-Party Services”** means any product (including but not limited to software of any kind, cloud services, or forms), tool (including integration or development tools), service (including implementation, configuration, development or accounting) or any tool, product or service of a third party that is, employs or makes use of an AI System, provided to Customer under a separate agreement or terms and conditions or that is otherwise provided directly to Customer by a Third-Party Provider.

“user(s)” means a named human authorized by Customer to use the Software and the Documentation, for whom Customer has purchased a license, and who has been supplied with user credentials for the Software by Customer or by Sage at Customer’s request.

2. License

2.1. Grant. Subject to the terms and conditions of this Agreement and Customer’s payment of all applicable fees, Sage grants to Customer and its Affiliates a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) license to use the Software.

2.2. Perpetual or Subscription Licenses. If Customer purchases a perpetual license, as evidenced by Customer’s Order Form, then Customer shall have the right to use the Software for the term of this Agreement. If Customer purchases a license on a subscription basis, then Customer shall have the right to use the Software for the period stated in Customer’s Order Form.

2.3 Customer License. To the extent that Sage receives or processes any Customer Data or AI Generated Outputs in connection with this Agreement, you grant Sage, its Affiliates, and its subcontractors a royalty-free, non-exclusive and sublicensable right to use, host, process, copy, store, analyze, display, transform, reformat, combine and create derivative works from, the Customer Data and AI Generated Outputs solely to the extent necessary to: (i) develop, create, improve, enhance and make available our, and our Affiliates’, services, products and applications; (ii) provide, administer and ensure the proper operation of the Services and related systems; (iii) comply with applicable laws; and (iv) exercise our rights and perform our obligations under this Agreement.

2.4 AI-Generated Output. Sage does not claim ownership rights in any AI-Generated Output. Customer is solely responsible for all use, modification, combination with other materials and publication of any AI-Generated Output.

3. Restrictions

3.1. General. Sage and its licensors reserve all rights (including all applicable rights under intellectual property laws) not expressly granted in this Agreement. Further, the license contained in this Agreement does not include the right to, and Customer shall not, do any of the following: (i) make any copy of the Software, except as expressly set forth in section 3.2; (ii) distribute any copy of the Software (whether by renting, leasing, lending, sublicensing, time-sharing, or otherwise); (iii) use the Software for personal, family, household, or other non-business purposes; (iv) alter, modify, translate, decompile, disassemble, or reverse-engineer the Software or create any derivative work thereof; (v) remove or obscure any copyright or trademark notices from the Software; or (vi) use the Software in excess of the limitations set forth in this Agreement or the number and types of users, seats, or licenses purchased.

3.2. Installations; Copies. Customer or its Affiliates may only install the Software (i) on a computer system that Customer or its Affiliates own or (ii) only on a computer system not owned by Customer or its Affiliates if Customer or its Affiliates will be the only party with access to the installed Software. Customer or its Affiliates may make only a reasonable number of backup copies of the Software solely for the purpose of business continuity and disaster recovery and for reinstalling the Software, if reinstallation becomes necessary. Customer or its Affiliates may make one copy of the Software for use in a testing environment solely for testing purposes.

3.3. U.S. Government Restricted Rights. The Software is provided with restricted rights. Use, duplication or disclosure by the U.S. government (including its agencies and instrumentalities) is subject to restrictions set forth in 48 CFR 52.227-19 or DFARS 252.227-7014, as applicable.

3.4. Report-Writing. Any report-writing software contained within the Software may be subject to a restriction such that its use may be limited to accessing only the data that is created by, or used by, the Software.

3.5. AI Policy. Customer is responsible for ensuring that all access to and use of the Software (including any AI Systems) by Customer and its users complies with this Agreement, the Documentation and the AI Policy, which Customer and its users accept by continuing to access or use the Software (or any AI Systems) following any such update. Customer shall be responsible for any breach of the AI Policy by any user.

3.6. User Credentials and AI Access. Except as expressly authorized by Sage in advance, Customer shall not share human user credentials with any third party, third party system or any AI System acting on Customer's or any user's behalf or at their direction, without Sage's prior written authorization, provided that Sage may, at its sole discretion, permit an AI System to access and interact with the Software using separate credentials issued or approved by Sage and designated for use by a single AI System, and any access to or interaction with the Software by or on behalf of an AI System must be made only using such credentials.

3.7. No Automated Extraction. Customer shall not access or interact with the Software, or permit any third party (including any Third-Party Provider) to access or interact with the Software, by means of any AI

System or by means of any robot, bot, spider, crawler, script, screen-scraping, web-scraping or data-scraping tool or any other automated or manual data-extraction technique, in each case where such access, interaction or extraction is used to, or would reasonably be expected to, scrape, harvest, extract or otherwise obtain AI Data, Sage Data or any other data or content from the Software in a manner that results in, or creates a risk of, the leakage, exfiltration or unauthorized extraction of such data from the Software.

3.8. AI Data; No External Transfer. Other than as required by applicable law, Customer shall not, and shall procure that any Third-Party Provider AI System shall not, transmit, export, copy, scrape, extract, harvest, or otherwise make available any AI Data or Sage Data to: (i) any third-party environment that has not been authorised by Sage; or (ii) any external artificial intelligence training, fine-tuning, or model development pipeline. Customer shall, and shall procure that any Third-Party Provider AI System shall, ensure that any Customer Data is only transmitted, exported, copied or otherwise made available to any third-party environment using Sage-approved transport mechanisms. For the avoidance of doubt, this prohibition applies to any means of extraction, including any scraping, screen-scraping, crawling or automated or manual harvesting technique.

4. Fees and Payment

4.1. Fees. Customer shall pay to Sage or its authorized reseller the fees set forth on any Order Form that Customer has signed. Unless otherwise stated in such an Order Form, all fees are due upon receipt of Sage's invoice. Once Sage has Enabled Use of the Software, all such fees are non-refundable except as otherwise expressly stated in this Agreement. Customer acknowledges that Sage may increase its license and other fees (i.e., in subsequent Order Forms) and therefore fees due for new or additional purchases, subscription renewals, or Service Plan renewals may be more than a previous purchase.

4.2. Automatic Billing. By subscribing to the Software or electing to utilize a recurring payment plan, Customer authorizes Sage to automatically charge Customer's credit card or bank account on file on a monthly or annual basis, as set forth in any Order Form that Customer has signed, until Customer terminates this Agreement. Customer is responsible for providing Sage with its most current billing information.

4.3. Unpaid Uses. Use of the Software in excess of the number and type of licenses purchased constitutes a material breach of this Agreement. Customer shall pay to Sage or its authorized reseller the additional license or subscription fees due for the unpaid use calculated in accordance with the applicable Sage retail price list in effect at the time payment is made. Any failure to make the foregoing payment within 30 days of the invoice date is also a material breach of this Agreement.

4.4. Late Payment; Non-Payment. If Sage or its authorized reseller does not receive any fees owed by the specified due date, those fees shall accrue interest at the lower of 1.5% per month or the maximum rate permitted by law. Non-payment of any fees or of any other amounts due to Sage or an authorized reseller is a material breach of this Agreement.

5. Warranties

5.1. Software. Sage warrants that, during the 180-day period (the "Software Warranty Period") that commences on the date that Sage Enabled Use of the Software (whether for an initial license purchase or for Maintenance Software), the Software, when properly used, shall perform substantially in accordance

with the Documentation. Sage warrants that, at all times, the Software shall be free of any harmful or malicious code. Sage does not otherwise warrant or represent that Customer's use of the Software will be uninterrupted or error-free. If Customer reports to Sage in writing within the Software Warranty Period any nonconformity between the Documentation and the Software (a "Warranty Claim"), and if Sage is able to replicate and verify that such nonconformity exists, Sage shall attempt to correct such nonconformity and supply Customer with such correction at no additional cost. If such efforts are unsuccessful and the nonconformity is material, Customer's sole remedy for a breach of the warranty described in this section 5.1 shall be as follows: Customer may terminate this Agreement, discontinue use of, and return or destroy all copies of the Software, and Sage will ensure that Customer receives a refund of the fees paid for the Software or the Maintenance Software (as applicable) during the applicable Software Warranty Period.

5.2. Customer Support. If Customer is entitled to receive Customer Support as part of a separately purchased Service Plan, Sage warrants that while Customer's Service Plan is in effect and if it has paid all required Service Plan fees, Sage will use qualified personnel to provide Customer Support in a professional manner consistent with industry standards. Customer's sole remedy under this section 5.2 is limited to Sage's re-performance of the Customer Support services giving rise to Customer's claim.

5.3. Other Limitations.

5.3.1. Third-Party Implementations. Unless Sage has agreed in writing to provide software implementation services to implement the Program at Customer's place of business, Customer is responsible for engaging a qualified party to provide implementation services. Customer is responsible for independently investigating the skills and qualifications of such party. Sage shall have no liability whatsoever for any failure associated with such implementation services, even if the party Customer engages is an "authorized" or "certified" reseller, consultant, or installer of Sage products.

5.3.2. Modifications. Sage shall not have any liability under these limited warranties for any Software that has been modified, lost, stolen, or damaged by accident, abuse, or misapplication.

5.3.3. No Other Warranties. No employee, agent, or representative of Sage, nor any reseller or any other third party, is authorized to make any warranty with respect to the Software, and Customer may not rely on any such purported warranty.

5.4. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND IS ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. SAGE, ON BEHALF OF ITSELF, ITS AFFILIATES, AND ITS LICENSORS, DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES, AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. NEITHER SAGE, ITS AFFILIATES, NOR ITS LICENSORS WARRANT THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, DOCUMENTATION, AND/OR THE INFORMATION AND/OR AI-GENERATED OUTPUT OBTAINED BY CUSTOMER THROUGH USING THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS, OR THAT THE SOFTWARE WILL PRODUCE ERROR-FREE AI-GENERATED OUTPUT, MACHINE-GENERATED ANALYSIS, BENCHMARKS, INSIGHTS OR RESPONSES. SAGE IS NOT RESPONSIBLE FOR ANY PERFORMANCE ISSUES OR ERRORS WITH

THE SOFTWARE THAT ARISE FROM CUSTOMER'S DATA OR ANY THIRD PARTY. CUSTOMER ACKNOWLEDGES THAT SAGE DOES NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL, OR OTHER ADVICE TO CUSTOMERS, USERS, OR ANY THIRD PARTIES.

6. Third-Party Services

6.1. No Endorsement or Warranty. Sage may present to Customer, or the Software may integrate with, Third-Party Services provided by Third-Party Providers. Sage does not endorse or make any representation, warranty or promise regarding, and does not assume any responsibility for, any such Third-Party Services. Accordingly, Sage shall not be liable whatsoever for any damages, liabilities or losses caused by any act or omission in respect of a Third-Party Service, irrespective of whether it is: (i) described as "authorized," "certified", "recommended" or the like; or (ii) included in Customer's Order Form or the Software. For the avoidance of doubt, the foregoing includes any AI System employed, used by or forming part of a Third-Party Service provided by a Third-Party Provider. Customer's use of Third-Party Services is subject to the terms and conditions imposed by the relevant Third-Party Provider in addition to this Agreement (to the extent applicable). If there is a conflict or inconsistency between this Agreement and such terms and conditions imposed by the Third-Party Providers, this Agreement shall take precedence in connection with the use of the Software. Customer is solely responsible for evaluating Third-Party Services and Third-Party Providers, and for reviewing all applicable terms and conditions of any such Third-Party Providers.

6.2. Disclaimer. Sage has no obligation to make available, maintain or provide support for Third-Party Services and does not guarantee the initial or continuing interoperability of the Software with any Third-Party Services. If any Third-Party Services cease to be made available for interoperation with any feature of the Software, Sage may cease providing such feature without providing Customer with any refund, credit or other compensation.

6.3. Data Sharing. (a) If Customer obtains a Third-Party Service that requires or otherwise involves access to or transfer of Customer Data, Customer acknowledges that any such access or transfer is between Customer and the Third-Party Provider pursuant to the Third-Party Provider's own privacy notices and policies, and that Sage is authorized to provide the Customer Data as requested by the Third-Party Provider. (b) Sage is not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by Customer.

7. Open-Source Components

7.1. This section applies notwithstanding anything else to the contrary in this Agreement.

7.2. Customer acknowledges that certain components of the Software provided to Customer in object or source code form are covered by open source or similar licenses (each component being an "OSS Component" and such license being an "OSS License").

7.3. Where the relevant OSS License requires it (and only to the extent required): (a) any additional rights, permissions, exclusions and/or disclaimers in that OSS License will apply to the corresponding OSS Component; (b) any terms (including any restriction, prohibition or exclusion) in this Agreement that are contrary to the terms of that OSS License shall not apply in relation to the corresponding OSS Component; and (c) for Sage to make an offer to provide source code or related materials or information in relation to

the corresponding OSS Component, such offer is hereby made by Sage. Any request for source code or related information should be directed only to: globalproductops@sage.com.

7.4. Sections 5 (Warranties) and 9.1 (Indemnification) shall not apply in relation to any infringement to the extent caused or contributed to by a component which is covered by open source or similar licenses, and Sage shall not be liable to Customer for any claim or liability to the extent it arises out of the use of such a component.

8. Term and Termination

8.1. Commencement. This Agreement takes effect on the date set forth on the initial Customer-signed Order Form and continues until terminated in accordance with this Agreement.

8.2. Customer's Termination Rights.

8.2.1. Subscription Terminations. If Customer subscribes to the Software, then Customer may terminate this Agreement at any time by giving Sage 30 days' prior written notice.

8.2.2. Other Terminations. If Customer does not subscribe to the Software, then Customer may terminate this Agreement at any time by giving Sage prior written notice.

8.3. Sage's Termination Rights. If Customer breaches its obligations under this Agreement (including by not paying any fees when due), then this Agreement shall automatically terminate.

8.4. Effect of Termination. Any termination of this Agreement shall result in termination of the licenses granted hereunder. Further, terminating a subscription may result in the Software reverting to "read-only" mode and the loss of access to any features that require a Service Plan (i.e., Sage Business Care). If Customer terminates a subscription pursuant to section 8.2.1, then Customer shall receive a refund of any pre-paid but unused fees remaining in its then-current subscription period. Customer's election to reduce the number of users it has purchased or to deactivate optional modules or features of the Software it has purchased is not a subscription termination under this section and does not entitle Customer to any refund. Customer shall not receive any refunds for exercising any termination right under section 8.2.2.

8.5. Survival. Any provision in this Agreement that when reasonably read as intended to survive the termination of this Agreement shall survive, including without limitation, the disclaimer of warranties in section 5 and limitations of liability in section 10.

8.6. AI Data. Sage is not obligated to delete AI Data following termination of this Agreement, and Sage's rights to use AI Data in accordance with this Agreement survive termination.

9. Indemnification

9.1. Sage's Indemnification. Subject to section 9.5:

(a) and subject to section 9.1(b), Sage shall defend, indemnify and hold Customer and its Affiliates, officers, directors and employees harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including without limitation, reasonable legal fees and court costs) (collectively, "Damages") to the extent arising out of or in connection with a third-party claim alleging that Customer's use of the Software (including any AI-Generated Output) infringes the intellectual property rights of a third party.

(b) in no event shall Sage, its Affiliates, employees, consultants, agents and subcontractors be liable to Customer to the extent that the alleged infringement is based on: (i) a customization or modification of the Software at Customer's direction or by anyone other than Sage; (ii) Customer's use of the Software in combination with any service, software, hardware, network or system not supplied by Sage, if the alleged infringement relates to such combination; (iii) Customer's use of the Software in a manner contrary to Sage's instructions or the Documentation; (iv) Customer's continued use of the Software (including AI-Generated Output) after notice of an alleged or actual infringement from Sage or any appropriate authority; (v) Customer Data (including AI Input Data) provided by Customer or its users; (vi) Customer's modification, combination, or incorporation of AI-Generated Output with other materials, where the infringement arises from such modification, combination or incorporation; or (vii) Third-Party Services provided by Third-Party Providers, to the extent the infringement arises from such third-party elements.

9.2. Replacement Option. Subject to section 9.5, if any part of the Software infringes, or Sage reasonably believes it may infringe, intellectual property rights, Sage may, at its own expense and option: (i) procure the right for Customer to continue use of such Software; (ii) replace or modify such Software so that it becomes non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate this Agreement and refund or credit Customer fees as follows: (A) if Customer has a perpetual license, a pro rata portion of the fees incurred for the purchase of Customer's initial license and all upgrades, which pro rata portion will be determined on the basis of the remaining period of a useful life of 5 years, where the five-year useful life begins on the date of Customer's initial license purchase; or (B) if Customer has purchased a subscription, the pre-paid but unused fees remaining in the then-current subscription period set forth in Customer's Order Form (starting from the date upon which this Agreement is terminated pursuant to the foregoing clause (iii) through the end of the then-current subscription period).

9.3. Indemnification by Customer. Subject to sections 9.4 and 9.5, Customer will defend, indemnify and hold Sage and its Affiliates, officers, directors, employees, and agents harmless from and against any and all Damages to the extent arising out of or in connection with Customer's and its users' acts or omissions in connection with: (i) Customer's and its users' use of the Software; (ii) any Customer Data, including Customer's or its users' collection, retention or use thereof; (iii) Customer's or its users' breach of any of Customer's obligations under this Agreement, including any claim by a third party alleging that: (a) the Customer Data, including Customer's and its users' collection, retention or use of Customer Data, infringes the rights of, or has caused harm to, a third-party; or (b) Customer's use of the Software in breach of this Agreement infringes the rights of, or has caused harm to, a third-party, or otherwise violates applicable law; or (iv) Customer's or its users' use or misuse of any AI System that is not provided by Sage as part of the Software (including any external or third-party AI System used in connection with

the Software), including any data breaches, data exfiltration, user or business profiling, security incidents, system damage, or third-party claims arising from or in connection with such use or misuse.

9.4. Without prejudice to the foregoing, section 9.3(iii) shall not apply to the extent that any such third-party claim alleges infringement or misappropriation of third-party intellectual property rights solely attributable to: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (b) Sage-provided customization, or fine-tuning data. Likewise, section 9.3(iv) shall not apply to the extent that the relevant third-party claim is solely attributable to: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (b) Sage-provided customization, or fine-tuning data.

9.5. Indemnification Procedure. In the event of a potential indemnity obligation under this section 9, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim; and (ii) control of, and reasonable assistance in, the defense and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

9.6. Exclusive Remedy. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this section 9.

10. Limitation of Liability.

10.1. No Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10.2. Limit on Direct Damages. EXCEPT FOR (I) THE INDEMNIFICATION OBLIGATIONS OF EACH PARTY UNDER SECTION 9, (II) CUSTOMER'S OBLIGATIONS TO PAY FEES UNDER THIS AGREEMENT, OR (III) EITHER PARTY'S LIABILITY RESULTING FROM FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NEITHER PARTY'S AGGREGATE LIABILITY SHALL EXCEED (A) THE FEES PAID BY CUSTOMER TO SAGE IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) THE FEES PAID TO SAGE WITH RESPECT TO CUSTOMER'S INITIAL ORDER FORM, WHICHEVER IS GREATER.

10.3. Scope. The exclusions and limitations above apply to all causes of action, whether arising from breach of contract, tort, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss. The parties agree that the allocation of risk in this Agreement is reflected in the level of fees payable under this Agreement. A party may not circumvent the limitations of liability herein or receive multiple recoveries under this Agreement by bringing separate claims on behalf of its Affiliates.

11. Governing Law & Dispute Resolution

11.1. Law. The validity, construction, and application of the Agreement will be governed by the internal laws of (i) the State of Georgia (if you are contracting with Sage Software, Inc.) or (ii) the Province of Ontario (if you are contracting with Sage Software Canada Ltd.), in each case excluding its conflict of laws provisions.

11.2. Arbitration. The parties agree to resolve all disputes related to this Agreement by binding individual arbitration before one arbitrator and will not bring or participate in any representative action. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, and shall take place in (i) Atlanta, Georgia (if you are contracting with Sage Software, Inc.) or (ii) Toronto, Ontario (if you are contracting with Sage Software Canada Ltd.). Any challenge to arbitrability shall be decided by the arbitrator. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event a party seeks injunctive relief from a court, the parties consent to the exclusive jurisdiction and venue of the courts located in (i) Atlanta, Georgia (if you are contracting with Sage Software, Inc.) and (ii) Toronto, Ontario (if you are contracting with Sage Software Canada Ltd.). This section 11.2 shall not apply to Sage's enforcement of Customer's payment obligations or to Sage's enforcement or protection of any of its intellectual property rights.

11.3. Language. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. Les Parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.

12. Compliance

12.1. Sanctions and Restricted Territories. At all times during the term of this Agreement and Customer's use of the Software, Customer hereby confirms that: (i) it shall 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 United Nations, the United Kingdom and the European Union; (ii) 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 Customer or any of its Affiliates owned or controlled by a politically exposed person; and (iii) Customer has and shall maintain appropriate procedures and controls in place to ensure and be able to demonstrate its compliance with this section 12.1. Customer may not permit its users to access or use the Software in violation of any U.S. export or sanctions law or regulation or in any Restricted Territories (as defined below). Such access and/or use is not permitted by Sage and shall constitute a material breach of this Agreement, and where Sage is aware of or suspects Customer (or any of its users) to be accessing, Using, permitting or otherwise facilitating such access and/or use in any Restricted Territory in breach of such laws or regulations, Sage may immediately suspend Customer's use of the Software to the extent that Sage considers necessary without prior notice, and Sage shall promptly notify Customer of such suspension and investigate any potential breach. Customer shall promptly notify Sage if it has violated, or if a third party alleges that it has violated, this section 12.1. If Sage has grounds to suspect that Customer is accessing and/or Using the Software in violation of this section 12.1, Customer shall provide Sage with full cooperation and assistance in respect of such access and/or use of the Software and in respect of Customer's compliance with this section 12.1. Customer shall indemnify Sage and its Affiliates against any claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) as a result of Customer's (or its users') breach of this section 12.1. As used in this section 12.1, "Restricted Territories" means any country or territory that is subject to government-wide or comprehensive sanctions by the United States, the United Kingdom, or the European Union.

12.2. Software Audits. Upon reasonable prior written notice to Customer and subject to Customer's reasonable and documented information security policies and procedures, Sage may audit Customer's use of the Software to ensure that Customer complies with section 3 (Restrictions). If an audit reveals that

Customer has underpaid fees or owes fees to Sage, Sage will invoice Customer for the underpayment or amount due pursuant to section 4.3 (Unpaid Uses).

13. Privacy

13.1. Processing of Usage Data. Sage may collect and use data resulting from Customer's installation and use of the Software for Sage's legitimate business purposes ("Usage Data"), including for internal research and to make improvements to the Software. Usage Data includes information about Customer's hardware, when Customer installs the Program, and how Customer uses the Software (i.e., which functionality is selected, which in-product help and services that Customer utilizes, etc.). Usage Data does not include any data that Customer inputs into the Software. Further, Customer acknowledges that Sage may collect, use, and disclose Usage Data as described in the Sage Privacy Notice posted at <https://www.sage.com/en-us/legal/privacy-and-cookies/> (if you are contracting with Sage Software, Inc.) or <https://www.sage.com/en-ca/legal/privacy-and-cookies/> (if you are contracting with Sage Software Canada Ltd.), or such other URL as Sage may notify Customer of, and as may be described in the user interface associated with the Software's applicable features.

13.2. Data Processing Agreement. Each party will comply with the Data Processing Agreement, and references in the Data Processing Agreement to the "Agreement" shall be construed as references to this Agreement. Any personal data processed in connection with the Software shall be handled in accordance with the Data Processing Agreement.

13.3 Both parties may have access to Confidential Information from the other in order to perform its obligations under this agreement. Both parties will hold the other's Confidential Information in confidence and, unless required by law, will not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement. Both parties will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. This Section 13.3 is without prejudice to Sage's rights under Section 2.3 and survives termination of this Agreement.

14. Miscellaneous

14.1. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

14.2. Notices. Notices required to be sent under this Agreement shall be sent (i) to Customer at the address set forth in its most recent Order Form, (ii) to Sage at Sage Software, Inc., 619 Ponce De Leon Avenue NE, Atlanta, GA 30306, Attn: Legal Department, or (iii) to such other addresses as either party may provide in writing pursuant to this section. Such notices will be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person or by certified mail return receipt requested.

14.3. Excused Performance; Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, acts of war, terrorism, acts of governments such as expropriation, condemnation, embargo,

changes in laws, and shelter-in-place or similar orders, or other causes beyond the performing party's reasonable control.

14.4. Assignment. Sage may assign this Agreement to an Affiliate upon written notice to Customer. Customer may not assign this Agreement without Sage's prior written consent. If Sage (in its discretion) consents to the Assignment, Customer acknowledges that such consent may be conditioned upon the assignee (i) accepting this Agreement in writing; (ii) agreeing to reasonable transfer requirements required by Sage, (iii) if the assignment is part of a sale of less than all of the Customer's assets, ensuring that Customer does not retain a copy of the Software, or (iv) taking all or any combination of the foregoing actions. Any other purported assignment of this Agreement shall be void.

14.5. Conflicts. If there is any conflict between the main body of this Agreement (sections 2 through 14 herein), any Order Form, or any Supplemental License Terms, then the main body of this Agreement will govern.

14.6. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions (including any purchase order, proposal, confirmation, advertising, representation, or other communication) with respect to its subject matter.

14.7. Severability. If any provision of this Agreement is found to be void, invalid, or unenforceable, it shall be severed from and shall not affect the remainder of this Agreement, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision which conforms to applicable law and embodies as closely as possible the original intent of the parties.

(Template Last Updated – August 2026)