

SAGE X3 PERPETUAL LICENSE AGREEMENT

IMPORTANT NOTICE! YOUR USE OF THE SOFTWARE IS SUBJECT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. THEREFORE, PLEASE SCROLL THROUGH AND READ ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SAGE FOR YOUR USE OF THE SOFTWARE.

YOU WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY DOING ONE OR MORE OF THE FOLLOWING OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO ONE OR MORE OF THE FOLLOWING FOR YOU: (1) CLICKING “I AGREE” OR A SIMILAR AFFIRMATION AS APPLICABLE WHICH APPEARS DURING THE INSTALLATION OF THE SOFTWARE, OR (2) ACCESSING OR USING THE SOFTWARE, OR (3) SIGNING A COPY OF THIS AGREEMENT OR AN ORDER REFERENCING THIS AGREEMENT.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY OR ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY YOU MUST NOT ACCEPT THESE TERMS AND CONDITIONS OR OTHERWISE ACCESS OR USE THE SOFTWARE.

IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT IN ITS ENTIRETY AND WITHOUT MODIFICATION OR ADDITION, THEN YOU DO NOT HAVE A LICENSE TO USE THE SOFTWARE AND YOU SHOULD CONTACT SAGE.

Last updated: August 18, 2026

1. Definitions and Interpretation

1.1. Definitions

“Affiliate” means any entity that directly controls, is controlled by, or is under common control of the subject entity, where **“control”** is the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity. An entity is an Affiliate only so long as such control continues.

“Agreement” means these terms, your Order(s), the Data Processing Agreement, Privacy Notice, any Statement(s) of Work between you and us, and any exhibits and annexes hereto or to an Order or a Statement of Work, or any other terms and conditions referred to within any of the aforementioned.

“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 you 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 Data” means, together, AI Input Data, AI-Generated Output and any data derived from or containing the same.

“AI Policy” means any policy we publish or otherwise make available from time to time (including any amendments to it) which we communicate to you containing requirements and restrictions applicable to the use of AI Systems by you and your 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.

“API” means an application programming interface.

“App” means application software designed to run on a mobile device.

“Approved Environment” means servers and/or operating systems that meet Sage’s minimum specification for use with the Software, as more particularly set out in the Documentation.

“Commencement Date” means either the date we accept your Order, the date you do anything that indicates your acceptance of this Agreement or the date you access and use the Software for the first time, whichever date is earlier.

“Customer Data” means the data, information, files, photos, documents or material provided, inputted, shared or submitted by Users, or otherwise on your behalf, via the Software, which may include data (including Personal Data) relating to Users, your customers, suppliers, employees or other third parties, and includes any AI Input Data.

“Customer Support” means assistance that we (or your Reseller) may provide or make available to you as more particularly set out in the Documentation.

“Data Processing Agreement” means the Data Processing Agreement posted on <https://www.sage.com/en-gb/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).

“Data Protection Laws” has the meaning set forth in the Data Processing Agreement.

“Documentation” means the online or written user guides, specifications, and manuals regarding the Software made available by Sage, and any updates thereto, but excluding any AI-Generated Outputs.

“Fees” means License Fees and/or Maintenance and Customer Support Fees.

“Force Majeure Event” means an act of God (e.g. a natural disaster, accident or epidemic) or another event outside of a party’s reasonable control (e.g. acts of war, terrorism, government or regulatory authority or by another third party outside the party’s control).

“Installation Site” means the business premises at which you install the Software.

“Intellectual Property Rights” means all intellectual property rights of any nature anywhere in the world

whether registered or unregistered, including: patents, utility models, trade marks, service marks, trade names, domain names, goodwill, and the right to sue for passing off, and applications thereof; registered and unregistered design rights and applications for registered designs; copyright and related rights; database rights, rights in confidential information and know-how; and all other intellectual property rights and equivalent forms of protection subsisting now or in the future, in each case for the full term of such rights, including all renewals and extensions.

“License Fees” means the license fees payable by you to us (or your Reseller) for the right to use the Software, as more particularly set out in your Order.

“Maintenance” means updates, upgrades, enhanced and new functionality, patches and fixes for the Software that we (or your Reseller) may provide or make available to you as more particularly set out in the Documentation.

“Maintenance and Customer Support Fees” means the fees payable by you to us (or your Reseller) for the right to receive Maintenance and Customer Support, as more particularly set out in your Order.

“Order” means the document evidencing your license purchase.

“Personal Data” shall have the meaning as set out in the Data Processing Agreement.

“Privacy Notice” means the privacy notice posted on <https://www.sage.com/en-gb/legal/privacy-and-cookies/> (or such other URL as notified to you) as amended from time to time.

“Reseller” means an authorised Sage reseller through which you purchase a license to the Software.

“Restricted Territories” means any country or territory that is subject to comprehensive or government-wide sanctions by the United States, the United Kingdom, or the European Union.

“Sage” means The Sage Group plc or an Affiliate thereof.

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

“Software” means the Sage X3 solution that you procure from Sage (or your Reseller) as more particularly described in the Documentation, including any AI Systems, but excluding any Third-Party Service.

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

“Third-Party Service(s)”: 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 employs or makes use of an AI System, provided to you under a separate agreement or terms and conditions or that is otherwise provided directly to you by a Third-Party Provider.

“Updates” means any future modifications, additional features, enhancements, and derivative works that may be made to the Software or Documentation.

“Usage Data” means non-personally identifiable data resulting from Users' use of the Software, such as metadata, performance metrics and usage trends or volume.

“User” means a named human authorized by you to use the Software and the Documentation, for whom you have purchased a licence, and who has been supplied with user credentials for the Software by you or by us at your request.

“we” “us” or “our” means (i) Sage Software, Inc., a Virginia corporation with offices at 619 Ponce De Leon Avenue NE, Atlanta, GA 30306, if you are domiciled in the United States or any country other than Canada, and (ii) Sage Software Canada Ltd., an Alberta corporation with offices at 120 Bremner Blvd., Suite 1500, Toronto, Ontario M5J 0A1, if you are domiciled in Canada.

“you” or “your” means the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then: (i) the person represents that they have the authority to bind such entity and its Affiliates to the terms of this Agreement; and (ii) “you” and “your” and “Customer” refers to such entity and its Affiliates (to the extent that Users who are employed or who are otherwise engaged as consultants, contractors or agents by Affiliates access and use the Software).

1.2 Interpretation. In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) **“including”** and **“includes”** and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry; (d) references to a person include an individual, a body corporate and an unincorporated association of persons; (e) use of the singular shall be treated as including the plural and vice versa; and (f) a reference to writing or written includes email but not faxes.

2. Usage Rights.

2.1. License grant. Subject to the rights and limitations set out in this Agreement, any supplemental terms applicable to the Software posted on <https://www.sage.com/en-us/legal/eula/> or <https://www.sage.com/en-ca/legal/eula/> (or such other URL as notified to you; as amended from time to time), and your payment of all License Fees when due, we grant you a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) license to use the Software provided that: (i) your use of the Software: (a) is solely for your internal business purposes; (b) is in accordance with the scope of use set out in your Order and the Documentation; and (c) shall be restricted to use in object code form only; and (ii) unless otherwise specified in the Order, you install the Software on an Approved Environment at one Installation Site only.

2.2. Transfer. Except as set out in your Order, you may transfer the Software from one Approved

Environment and/or Installation Site to another, provided always that the Software is permanently deleted from your previous Approved Environment and/or Installation Site. You shall not: (i) unless you have purchased a separate disaster recovery license pursuant to section 2.3, install the Software at any other premises other than your Installation Site; or (ii) permit any other unauthorized access to or use of the Software, and you shall notify us immediately in the event that you become aware of any unauthorized access or use.

2.3. Backups and copies. You may: (i) make backup copies of the Software for the sole purpose of reinstalling the Software; (ii) make one copy of the Software for use in a testing environment solely for internal testing purposes; and (iii) provided that you have paid the additional disaster recovery license fees, make and install one copy of the Software at a disaster recovery site. In each case you shall record the number and location of all copies of the Software and use all reasonable endeavors to prevent unauthorized copying.

2.4. Affiliate use. You may either (i) process the data of an Affiliate (for the purposes of creating group or non-consolidated reports); or (ii) permit Users who are employed or who are otherwise engaged as consultants, contractors or agents by an Affiliate to access and use the Software on your behalf only if you: (a) have paid the relevant License Fees for such Users; (b) maintain an accurate list of the relevant Affiliates and provide us with a copy of such list, upon request; and (c) promptly notify us of any change to the list of Affiliates specified in section 2.4(ii) above.

2.5. Limitations. Except with our prior written consent, you shall not access or use all or any part of the Software if you provide, or intend to provide, any service or functionality that competes with the Software, or for any other benchmarking or competitive purposes. Any breach of this section 2.5, by you, shall amount to a material breach of this Agreement

2.6. Compatibility. You are solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems (or those provided by a Third-Party Provider) to the Software, and for all problems, conditions, delays, delivery failures, costs and all other loss or damage arising from or relating to your (or any Third-Party Provider's) network connections, telecommunications links or caused by the internet.

2.7. User. You undertake that: (i) the maximum number of Users that you permit to access and use the Software shall not exceed the number of Users that you have purchased from us; and (ii) Users shall keep confidential any user ID's and passwords relating to their use of the Software.

2.8. Changing your license. You may from time to time request changes to your license, which may include changes to Users or changes to the modules you wish to access and use. If you request additional Users or additional modules then you shall pay to us the applicable additional License Fees from the date such additional Users and/or modules are made available to you. If you request a reduction in the number of Users or modules you access and use, then you shall not be

entitled to receive a refund or credit of any License Fees previously paid; however, your Maintenance and Customer Support Fees will be adjusted upon your next Maintenance and Customer Support renewal.

2.9. Your obligations. You shall: (i) provide us with all necessary co-operation in relation to this Agreement, and all necessary access to such information as we may require in order to fulfill our obligations under this Agreement; (ii) carry out all of your obligations under this Agreement in a timely and efficient manner, failing which we may adjust any agreed timetable or delivery schedule as reasonably necessary; (iii) ensure that the Users use the Software only in accordance with the Documentation and the terms of this Agreement, and be responsible for any User's breach of this Agreement; (iv) obtain and maintain all necessary licenses, consents and permissions necessary to allow us (or our employees, consultants, subcontractors or agents) to perform our respective obligations under this Agreement; (v) ensure that your network and systems comply with any requirements as notified to you from time to time; (vi) comply with all notices, policies and instructions relating to the Software that we (or your Reseller) provide to you, from time to time; (vii) be solely responsible for the accuracy, quality, reliability, integrity and legality of the Customer Data and for obtaining the necessary consents and permissions to allow you to input Customer Data into the Software.

2.10. Restrictions. Except as expressly authorized by us prior to each instance, you shall not: (i) share human user credentials with any third party, third party system or any AI System acting on your or any User's behalf or at their direction, without Sage's prior written authorization, provided that we may, at our sole discretion, permit an AI System to access and interact with the Software using separate credentials issued or approved by us 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; (ii) license, rent, sell, resell, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or make the Software available to any third party other than your Users, or include the Software as part of a facility management, timesharing or service bureau arrangement except as expressly authorized in the Agreement; (iii) attempt to de-compile, reverse compile, disassemble, reverse engineer, copy (except as expressly provided for under this Agreement), modify or make derivative works based upon the Software; (iv) remove any proprietary notices or labels from the Software or the Documentation; (v) 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 Customer Data, 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; (vi) use the Software, including through a Third-Party Service, for any purpose other than those for which it was designed and specifically not use it: (a) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or regulations; (b) to provide us with fraudulent information; (c) to send or store material that violates the rights of a third party; (d) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) to interfere with or disrupt the integrity or performance of the Software or other data contained therein or threaten to do the same; or (f) for any other illegal or unlawful purposes. You shall not facilitate or assist a third party in any of the activities described in this section. You are responsible for: (i) keeping secure and confidential (and ensuring that your Users keep secure and confidential) any User access credentials; (ii) setting up appropriate internal roles, permissions, policies and procedures for Software to be used safely and securely; (iii) the activity of your Users in the Software; (iv) your Users' compliance with this Agreement; and (v) the accuracy, quality, reliability, and legality of Customer Data and the means by which you acquire Customer Data and input it into the Software or otherwise make that Customer Data available to Sage or any Third-Party Provider in the context of the Software; and (vi) ensuring that all access to and use of the Software (including any AI Systems) by you and your Users complies with this Agreement, the Documentation and the AI Policy, which you and your Users accept by continuing to access or use the Software (or any AI Systems) following any such update; and you shall be responsible for any breach of the AI Policy by any User. You must notify us promptly if you become aware, or reasonably suspect, that your or your Users' account security is compromised.

2.11. In the event that you breach any of the provisions of this section, then we reserve the right, without liability or prejudice to our other rights under this Agreement, to: (i) immediately suspend the provision of Maintenance and/or Customer Support; and/or (ii) request that you uninstall the Software (including, where applicable, all copies of the Software), in which case you shall carry out such uninstallation within ten (10) days of receiving our request to do so.

2.12. Using a Sage application together with the Software. We may make available to you an App that will allow you to access the Software. Your access to and use of the App is subject to the terms of this Agreement and any supplemental terms and conditions governing the use of the App. Where there is a conflict between this Agreement and any supplemental terms accompanying the App, those supplemental terms shall prevail in respect of the conflicting subject matter.

2.13. API. If the Software offers integration capabilities via an API, your use of the API may be subject to additional costs or Sage specific policies and terms and conditions (which shall prevail in relation to your use of the API). You may not access or use the API in any way that could cause damage to us or the Software, or in

contravention of any applicable laws. We reserve the right in our sole discretion, to: (i) update any API from time to time; (ii) place limitations around your use of any API; and (iii) deny you access to any API in the event of misuse by you or to otherwise protect our legitimate interests.

2.14. AI Systems:

- (a) You hereby expressly acknowledge and agree that we may, during the course of carrying out the Services or otherwise in connection with this Agreement, use AI Systems. Unless otherwise agreed by us in writing, we may make use of AI Systems without additional notice to or approval from you.
- (b) We may modify or discontinue any AI Systems integrated to our Services (or that otherwise form part of our Services) at our discretion.

3. Maintenance, Customer Support and Professional Services

3.1. Maintenance and Customer Support. We will use reasonable endeavors to provide Customer Support and Maintenance in accordance with the Documentation. You shall promptly install all Maintenance that we (or your Reseller) make available to you. We will not be required to provide Customer Support or Maintenance where any errors arise from: (i) your failure to fulfil or comply with your obligations under this Agreement; or (ii) any other circumstance where it is stated in the Documentation that such Customer Support and Maintenance will not be provided. If we offer enhanced Customer Support and/or Maintenance then you may purchase these services separately in accordance with our then current price list.

3.2. Professional Services. We may also provide you with other services, such as consulting, training or development services. Any such services or requirements are outside the scope of this Agreement and shall only be provided by us subject to the terms of a separate written agreement between the parties.

4. Third-Party Services

4.1. Third-Party Services. You may retain Third-Party Services in connection with the Software. If for the purpose of providing the relevant Third Party Service, the Third-Party Provider needs to install the Software then you acknowledge and agree that: (i) the Third-Party Provider shall have the right to install your copy of the Software provided you don't install a separate copy yourself; (ii) the Third-Party Provider must not, other than for the sole purpose of providing the relevant Third-Party Service use the Software or allow anyone else to use it; (iii) you are solely responsible for ensuring the Third-Party Provider complies with the terms of this Agreement in relation to their access and use of the Software; and (iv) you must enter into an agreement with the Third-Party Provider in relation to the provision of the Third-Party Service that does not increase or otherwise affect our obligations, liabilities or costs in

relation to this Agreement, and must include provisions that protect our proprietary rights in the Software.

4.2. You acknowledge and agree that: (i) we have not tested the Software for use with any particular Third-Party Service; (ii) due to using the Software with a Third-Party Service, there may be times when Users are unable to access and use the Software; (iii) the relevant Third-Party Provider is fully responsible and liable for the provision of any Third-Party Service; and (iv) if there is a conflict between this Agreement and the agreement you have with the Third-Party Provider, then the provisions of the agreement you have with the Third-Party Provider will apply in relation to the Third-Party Service but you will still remain responsible and liable to us for your compliance with this Agreement.

4.3. No endorsement or warranty. We may present to you, or the Software may integrate with, Third-Party Services that are offered by Third-Party Providers. We do not endorse or make any representation, warranty, or promise regarding, and do not assume any responsibility for, any such Third-Party Services or any Third-Party Providers. Accordingly, we shall not be liable whatsoever for any damages, liabilities or losses caused by any act or omission in respect of a Third-Party Service or a Third-Party Provider, regardless of whether it is described as "authorized," "certified," "recommended," or the like and regardless of whether the Third-Party Service is included in your Order. 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. Your use of the Third Party Service is subject to the terms and conditions imposed by the relevant Third-Party Providers 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.

4.4. Disclaimer. We have no obligation to make available or provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Software with any Third-Party Services. If the Third-Party Services cease to be made available for interoperation with any feature of the Software on reasonable terms, we may cease providing such feature without providing you with any refund, credit or compensation.

4.5. Data sharing. If you obtain a Third-Party Service that requires or otherwise involves access to or transfer of Customer Data, you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider's own privacy notices and policies, and that we are authorized to provide the Customer Data as requested by the Third-Party Provider. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by you. Other than as required by applicable law, you 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 authorized by Sage; or (ii) any external artificial intelligence training, fine-tuning, or model development pipeline. You 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.

5. Fees and Payment

5.1. License Fees. In consideration of the provision of the Software, you shall pay to us the License Fees. We will invoice you on or around the Commencement Date for the License Fees. If you purchase additional Users or modules, then we will invoice you separately for the relevant fees in accordance with the provisions of section 2.8. We shall be entitled to increase the License Fees upon giving you reasonable prior written notice.

5.2. Maintenance and Customer Support Fees. In consideration of the provision of the Maintenance and Customer Support, you shall pay to us the Maintenance and Customer Support Fees. We will invoice you annually at the time of your Maintenance and Customer Support renewal. We shall be entitled to increase the Maintenance and Customer Support Fees upon giving you reasonable prior written notice.

5.3. Billing and contact information. You shall on the Commencement Date provide us with valid, up to date, complete and accurate billing and contact information (including a valid email address) and shall promptly notify us of any change to this information.

5.4. Taxes. All Fees are exclusive of applicable taxes (including value added tax), levies, or duties imposed by taxing authorities, and you are responsible for the payment of all such taxes, levies or duties in addition to the Fees, excluding taxes on our net income.

5.5. Payment. You agree to accept receipt of invoices electronically. You shall pay all invoices within thirty (30) days of the date of the invoice. All amounts and fees stated or referred to under this Agreement: (i) shall be payable in United States dollars; and (ii) are, except as set out in this Agreement, non- cancellable and non-refundable.

5.6. Late payment. If any Fees are not received by us by the due date, then without limiting our rights or remedies: (i) those unpaid Fees may accrue interest at the rate of 1.25% of the outstanding balance per month, or up to the maximum rate permitted by law, whichever is lower; and/or (ii) we may apply shorter payment terms to any future Renewal Terms.

5.7. Suspension for non-payment. If any Fees owing by you under this Agreement (or any other amount that is owing by you under any other agreement for Sage services) are thirty (30) or more days overdue, we may, without limiting our other rights and remedies under this Agreement: (i) accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable; (ii) suspend the provision of Maintenance and Customer Support until such overdue amounts are paid in full; and/or (iii) request that you uninstall the Software (including, where applicable, all copies of the Software), in which case you shall carry out such uninstallation within ten (10) days of receiving our request to do so.

5.8. Unlicensed Subscriptions. If we identify any additional volume, modules, increased subscriptions or new subscriptions and such items are not licensed in accordance with this Agreement then such items will be billed and fees due by the due date specified in the Order. Such fees shall be backdated to the earlier of: (i) the date of your last renewal Order; and (ii) the date for the most recent instance of usage of the items.

6. Verification of Use

6.1. Audit. We (or our designated auditors) shall have the right to audit your use of the Software to verify your compliance with any usage limits and this Agreement. You shall permit us to inspect and have access to: (i) any premises at which the Software is installed (including your Installation Site and, if applicable, any disaster recovery site) or used; and (ii) to the computer equipment located at such premises. We will conduct any such audit at our expense and will use reasonable endeavors to provide you with reasonable prior notice of any such audit. If any such audit reveals that you have underpaid Fees then, without prejudice to any other rights that we may have under this Agreement, we will invoice you for the underpayment or amount due based on our then current price list. You shall pay any such invoice within ten (10) days of the date of the invoice.

7. Proprietary Rights and Data

7.1. Software. Subject to the limited rights expressly granted under this Agreement, Sage (and our licensors, where applicable) reserves and owns all rights, title and interest in and to the Software (including any configurations, customizations, modifications, enhancements and Updates in respect thereof), Sage Data and Documentation, including all related Intellectual Property Rights therein. All rights not expressly granted in this Agreement are reserved by Sage. The Sage name, logo and the product names associated with the Software are trademarks of Sage or third parties and no right or license is granted to use them under this Agreement.

7.2. Customer Data. Subject to the limited rights expressly granted under this Agreement, as between Sage and you, you own all rights, title and interest, including all Intellectual Property Rights, in and to the Customer Data.

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

7.4. License. To the extent that Customer Data and AI-Generated Outputs are transferred or provided to, or processed by, Sage 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 Software and related systems; (iii) comply with applicable laws; and (iv) exercise our rights and perform our obligations under this Agreement.

7.5. Usage Data. Sage may collect Usage Data for internal research and to make improvements to the Software and other services. Use of Usage Data by Sage will be in an aggregated form that does not identify or otherwise permit the identification of named individual Users.

7.6. Feedback. You may, but are not required to, provide Sage or its Resellers or subcontractors with ideas, suggestions, requests, recommendations or feedback about the Software ("Feedback"). If you do so, subject to the limited rights granted expressly in this Agreement, Sage shall own all rights, title and interest, including all Intellectual Property Rights, in and to the Feedback, including any configurations and customizations.

7.7. Data privacy. 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 used to provide the Software or other services shall be handled in accordance with the requirements of the Data Processing Agreement. Further information on how Sage uses Personal Data is provided in Sage's Privacy Notice.

8. Confidentiality

8.1. Definition of Confidential Information. Subject to section 8.2, "**Confidential Information**" means all information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), 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, including the terms of this Agreement, the business and marketing plans, pricing and payment information, technology and technical information, product designs, and business processes. The Software and Sage Data are our Confidential Information.

8.2. Exceptions. 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; (v) information that was authorized for release in writing by the Discloser; and (vi) in the case of you, the AI Data.

8.3. Confidentiality obligations. The Receiving Party will use the same degree of care as it uses for its own confidential information of like nature, but no less than commercially reasonable care, to protect the Disclosing Party's Confidential Information from any use or disclosure not permitted by this Agreement or authorized by the Disclosing Party. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information in order to affect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those in the Agreement.

8.4. Disclosure required by law. The Receiving Party may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Receiving Party provides advance written notice thereof (to the extent practicable) and reasonable assistance, at the Disclosing Party's cost, to enable the Disclosing Party to seek a protective order or otherwise prevent or limit such disclosure.

8.5. Injunctive relief. A breach of this section 8 may cause irreparable damage, which money cannot satisfactorily remedy, and therefore, in addition to any other available remedies the Disclosing Party may seek injunctive relief for any threatened or actual breach of this section 8 without the need to prove damages or post a bond or other surety.

9. Term

9.1. Term. This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with the provisions of this Agreement.

10. Termination

10.1. Termination for cause. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (i) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if remediable) fails to remedy that breach within thirty (30) days of being notified in writing to do so; (ii) to the extent permitted by applicable law, the other party becomes the subject of a petition in bankruptcy or other proceedings relating to insolvency or makes an assignment for the benefit of creditors; or (iii) the other party suspends or ceases, or threatens to suspend or cease, to trade.

10.2. Termination for non-payment. We may terminate this Agreement with immediate effect by giving written notice to you if you fail to pay any amount due under this Agreement on the due date for payment and remain in default not less than thirty (30) days after being notified in writing to make such payment.

10.3. Effect of termination. On expiration or termination of this Agreement for any reason: (i) all rights granted to you under this Agreement (including, without limitation, your license to use the Software and your right to receive Maintenance and Customer Support) shall immediately terminate; (ii) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement that existed at or before termination shall not be affected or prejudiced; (iii) each party shall, at the request of the other party, destroy all materials that may contain the other party's Confidential Information and/or (to the extent legally and technically practicable) erase the other party's Confidential Information from all computer and communication devices used by it; and (iv) you shall within ten (10) days uninstall the Software (including, where applicable, all copies of the Software) and, upon our request, provide written confirmation to Sage that you have done so. Notwithstanding the foregoing, each party may retain the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. Save as expressly set out in this Agreement, in the event of termination or expiry of this Agreement for any reason you shall not be entitled to any refund and/or credit in respect of any Fees previously paid which relate to the period following the date of termination and/or expiry.

10.4. Survival. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect including section 1 (Definitions and Interpretation), section 5 (Fees and Payment), section 7 (Proprietary Rights and Data), section 8 (Confidentiality), section 10 (Termination), section 12 (Indemnification), section 13 (Liability), section 14 (Open Source Components), section 15 (General Provisions) and the Data Processing Agreement. Sage is not obligated to delete AI Data following termination or expiration of this Agreement, and Sage's right to use AI Data survives termination or expiration.

11. Warranties

11.1. Authority. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

11.2. Sage warranty. We warrant that the Software will perform materially in accordance with the Documentation for a period of ninety (90) days from the Commencement Date ("**Software Warranty Period**"). The warranty in this section 11.2 shall only apply provided you use the Software in accordance with our operating instructions (including any instructions set out in the Documentation) and provided that the Software has not been

modified or altered by anyone other than us, or our duly authorized consultants, subcontractors or agents acting under our explicit instruction.

11.3. Remedies. If you notify us in writing within the Software Warranty Period that the Software does not conform with the warranty in section 11.2, we will use reasonable endeavors to promptly correct any such non-conformance. You will provide us with all the information that may be necessary to assist us in resolving the non-conformance, including a documented example of any defect or fault, or sufficient information to enable us to recreate the defect or fault. You will take reasonable steps to mitigate any loss, damage or liability you may incur as a result of such non-conformance. Subject to your existing rights to terminate the Agreement, this section 11.3 constitutes your sole and exclusive remedy for any breach of the warranty set out in section 11.2.

11.4. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES, AND OUR LICENSORS, DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS UNDERTAKINGS 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. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES, AND OUR LICENSORS DO NOT WARRANT, REPRESENT, GUARANTEE OR UNDERTAKE THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOFTWARE IS FREE FROM BUGS, ERRORS OR MISTAKES, THAT THE SOFTWARE, DOCUMENTATION, THE INFORMATION AND/OR AI-GENERATED OUTPUTS OBTAINED BY YOU THROUGH THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS, OR THAT THE SOFTWARE WILL PRODUCE ERROR-FREE AI-GENERATED OUTPUTS, MACHINE-GENERATED ANALYSES, BENCHMARKS, INSIGHTS OR RESPONSES. WE, OUR AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE FOR: (A) ANY ISSUES WITH THE SOFTWARE THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES, OR THIRD-PARTY PROVIDERS; OR (B) ANY DELAYS, DELIVERY FAILURES OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATION NETWORKS AND FACILITIES INCLUDING THE INTERNET AND YOU ACKNOWLEDGE THAT THE SOFTWARE AND DOCUMENTATION MAY BE SUBJECT TO DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. YOU FURTHER ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL, OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY.

11.5. ARTIFICIAL INTELLIGENCE TECHNOLOGY

- (A) FOR THE AVOIDANCE OF DOUBT, THE WARRANTY DISCLAIMER IN SECTION 11.4 SHALL ALSO APPLY TO ANY AI SYSTEMS THAT SAGE USES TO PROVIDE THE SERVICES AND/OR MAKES AVAILABLE TO YOU VIA THE SERVICES AND ANY AI-GENERATED OUTPUTS.
- (B) AI-GENERATED OUTPUTS DO NOT REPRESENT THE OPINIONS OR VIEW OF SAGE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL BE SOLELY RESPONSIBLE FOR: (A) EVALUATING WHETHER AI-GENERATED OUTPUTS MEET YOUR REQUIREMENTS AND ARE FIT FOR YOUR PURPOSES; (B) YOUR USE, MODIFICATION, PUBLICATION AND PROVISION OF, AND RELIANCE ON, ANY AI-GENERATED OUTPUTS (AND ANY MATERIALS CONTAINING, INCORPORATING OR CREATED WITH REFERENCE TO ANY AI-GENERATED OUTPUTS).

12. Indemnification

12.1. Our Indemnification. Subject to Section 12.5:

(a) and subject to Section 12.1(b), we shall defend, indemnify and hold you and your 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 your use of the Software (including any AI-Generated Outputs) 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 you to the extent that the alleged infringement is based on: (i) a customization or modification of the Software at your direction or by anyone other than us; (ii) your use of the Software in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; (iii) your use of the Software in a manner contrary to our instructions or the Documentation; (iv) your 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 you or your Users; (vi) your modification, combination, or incorporation of AI-Generated Outputs 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.

12.2. Replacement option. Subject to Section 12.5, if any part of the Software infringes, or we reasonably believe it may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you 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 to you a pro-rata portion of any prepaid and unused fees for the Software covering the period following the effective date of termination.

12.3. Indemnification by You. Subject to Section 12.4 and 12.5, you will defend, indemnify and hold us and our Affiliates, officers, directors, employees, and agents harmless from and against any and all Damages to the extent arising out of or in connection with your and your Users' acts or omissions in connection with: (i) your

and your Users' use of the Software; (ii) any Customer Data, including your or your Users' collection, retention or use thereof; (iii) you or your Users' breach of any of your obligations under this Agreement, including any claim by a third party alleging that: (a) the Customer Data, including your and your Users' collection, retention or use of Customer Data infringes the rights of, or has caused harm to, a third-party; or (b) your 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) your or your Users' use or misuse of any AI System that is not provided by us 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.

12.4. Without prejudice to the foregoing, Section 12.3(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 12.3(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.

12.5. Indemnification Procedure. In the event of a potential indemnity obligation under this Section 12, 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.

12.6. 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 12.

13. Limitation of Liability

13.1. EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, THE PARTIES AGREE THAT, 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 ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR YOUR OBLIGATIONS TO PAY FEES UNDER THIS AGREEMENT AND FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, EITHER PARTY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES PAID OR PAYABLE TO SAGE 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.

13.2. Scope. The exclusions and limitations set out in this section 13 apply to all causes of action whether arising from any breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss. No party may circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing claims on behalf of its Affiliates.

13.3. Claims against Sage. You agree that you shall only be entitled to bring a claim, whether in contract, tort (including negligence), breach of statutory duty or otherwise against us in respect of any issues related to the Software and not against any other Sage company.

14. Open Source Components

14.1. This Section 14 applies notwithstanding anything else to the contrary in this Agreement.

14.2. You acknowledge that certain components of the Software provided to you 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").

14.3. 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.

14.4. Clauses 10 and 11 of the Agreement 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 we shall not be liable to you for any claim or liability to the extent it arises out of the use of such a component.

15. General provisions

15.1. Compliance with laws. You shall: (i) comply with all applicable laws and/or regulations in connection with your use of the Software and this Agreement, including but not limited to applicable laws relating to anti-bribery, anti-corruption and tax evasion ("**Relevant Requirements**"); (ii) not engage in any conduct that could constitute an offense under the Relevant Requirements; (iii) not do, or omit to do, any act that may lead to us being in breach of the Relevant Requirements; and (iv) have and maintain in place for the duration of this Agreement your own policies and procedures to ensure compliance with the Relevant Requirements.

15.2. The Software 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 and that its Affiliates are not owned or controlled by a politically exposed person. You shall be obliged to notify us if, during the term of this Agreement, you or any of your Affiliates become named on any U.S. government "denied persons

list" (or equivalent targeted sanctions list) or you become owned or controlled by a politically exposed person. In the event that these circumstances arise, we shall be entitled to terminate this Agreement immediately on written notice to you. You shall not permit Users to access or use the Software in a U.S. embargoed country or in violation of any U.S., UK or EU export laws or regulations or in any Prohibited Territories. "Prohibited Territories" means: (i) any country or territory that is subject to to comprehensive state or government wide sanctions by the United Kingdom, the European Union, or the U.S.; and (ii) any other country or territory that becomes subject to such sanctions by the United Kingdom, the European Union, or the U.S after the Effective Date. You shall have and shall maintain throughout the term of this Agreement appropriate procedures and controls to ensure and be able to demonstrate your compliance with this section 13.1. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this section. In the event that this section 13.1 is breached by you, we shall have a right to immediately suspend your use of the Software to the extent that we consider necessary without prior notice and/or terminate the Agreement immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any Damages arising out of or in connection with your (or your Users) breach of this clause 15.2.

15.3. Sanctions. You hereby confirm that: (i) you shall, at all times for the duration of this Agreement, conduct your 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, the US and EU; (ii) neither you nor any of your 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 are you or any of your Affiliates owned or controlled by a politically exposed person; and (iii) you have and shall maintain throughout the duration of this Agreement appropriate procedures and controls to ensure and be able to demonstrate your compliance with this section 15.2. You shall not permit Users to access and/or use the Software in violation of any export restrictions in any jurisdiction or any sanctions law or regulation or in any Restricted Territories. Such access and/or use is not permitted by us and shall constitute a material breach of this Agreement, and where we are aware of or suspect you (or any of your 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, we may immediately suspend the provision of Maintenance and Customer Support and investigate any potential breach. You will promptly notify us if either you 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 section 15.2. In the event that we have grounds to suspect that you are accessing and/or using the Software in violation of this section 15.2, you shall provide us with your full cooperation and assistance in respect of your access and/or use of the Software and in respect of your compliance with this section 15.2. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with your (or your Users) breach of this section 15.2.

15.4. Assignment and other dealings. You may not assign, transfer, novate, charge, subcontract or deal in any other manner with any of your rights or obligations under this Agreement, whether in whole or in part, directly or indirectly, by operation of law, merger, acquisition or otherwise without our prior written consent. We may assign this Agreement in its entirety without your consent to any Affiliate or in connection with a merger, acquisition, corporate reorganization or sale of substantially all of our assets.

15.4. Third-Party rights. Except as expressly set out in this Agreement, a person who is not party to this Agreement will have no rights to enforce any terms of this Agreement.

15.5. Entire agreement. This Agreement constitutes the entire agreement between the parties regarding the use of the Software and supersedes all prior or contemporaneous agreements, negotiations and discussions (whether written or oral) between the parties regarding the subject matter herein. The parties acknowledge that in entering onto 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. This Agreement may not be amended except by a writing signed by both parties.

15.6. Severability. If any provision or part-provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable then such provision(s) shall be deleted, or shall be construed, as far as possible, to reflect the original intentions of the invalid, illegal or unenforceable provision(s) with all other provisions in this Agreement remaining in full force and effect.

15.7. No partnership or agency. Each party is an independent contractor and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other. We are entering into this Agreement as principal and not as agent for any other Sage company. Subject to any permitted assignment under section 15.2, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us.

15.8. Waiver. No failure or delay by either party to exercise or enforce any of its rights under this Agreement will act as a waiver or continuing waiver of such rights. Such rights may only be waived in writing, signed by both parties.

15.9. Force majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent fulfilment or performance of any terms or provisions of the Agreement are delayed or prevented by a Force Majeure Event.

15.10. Order of precedence. In the event of any express conflict or inconsistency, the order of precedence shall be: (i) the Data Processing Agreement; (ii) your Order; (iii) these terms (including any annexes or exhibits hereto); and (iv) the Documentation.

15.11. Publicity. Sage may display your name and logo(s) on our website or issue a press release identifying you as a Sage customer. If at any time you do not want Sage to use your name or logo(s) in the ways described above please let us know by sending an email to ipfilings@sage.com or by contacting your usual Sage representative. Sage will remove any reference to your name and logo(s) as soon as reasonably possibly, however, you acknowledge that it may take a short while to process your request

and that some former publications of your name and logo(s) may still be publicly available. For more information about how Sage uses information about you please refer to our Privacy Notice.

15.12. Notices. Except as otherwise specified in this Agreement, any notice required to be given under this Agreement will be in writing and will be sent by pre-paid mail or recorded delivery or by email to the party required to receive the notice at the address given for that party. Any notice will be deemed to have been duly received if sent by: (i) pre-paid mail, forty-eight (48) hours after posting; or (ii) recorded delivery on the next business day; or (iii) email at 09:00. a.m. on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt (either specifically or by conduct).

15.13. Dispute resolution. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this section 15.13: (i) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the account managers of both parties shall attempt in good faith to resolve the Dispute; (ii) if the account managers are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to senior managers of both parties who shall attempt in good faith to resolve it; (iii) if the senior managers of both parties are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, then either party may pursue alternative dispute resolution remedies.

15.14. Governing law and arbitration. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with (i) the laws of the Province of Ontario if your primary use of the Software occurs in Canada and (ii) the laws of the State of Georgia if your primary use of the Software occurs elsewhere, each without regard to the conflicts of laws provisions thereof. If a dispute arises from or relating to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions between the parties, the parties agree to endeavor to first resolve the dispute through informal mediation. If the parties are unable to resolve the dispute through mediation, the parties agree that any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be the Province of Ontario if your primary use of the Software occurs in Canada and (ii) the laws of the State of Georgia if your primary use of the Software occurs elsewhere. Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any

arbitration hereunder without the prior written consent of both parties. Nothing in this section 15.14 shall operate so as to prevent a party from applying to any court of competent jurisdiction for injunctive relief at any time.

15.15. Purchasing through a Reseller. The following supplemental terms apply if you purchase a license to the Software or Maintenance and Customer Support through a Reseller:

If you place an order for the Software or Maintenance and Customer Support with a Reseller: (i) such document shall constitute an Order; and (ii) your acceptance of such Order shall be an acceptance of this Agreement provided that any transactions solely between you and the Reseller shall not form part of this Agreement. First line technical support for the Software will be provided by the Reseller, unless otherwise expressly stated in your Order or your agreement with the Reseller. Any non-payment of fees owed to a Reseller under an Order shall amount to a material breach of this Agreement. If you grant a Reseller access to your Customer Data or to your Software account, such access shall constitute consent to the disclosure of your Customer Data to the Reseller pursuant to section 4.4, and you will be responsible for terminating such access. If you have purchased the Software or Maintenance and Customer Support from a Reseller you should investigate and satisfy yourself regarding the experience, skills and qualifications of that Reseller. Any Reseller is an independent contractor and is neither appointed nor authorized by us as our consultant, subcontractor or agent. We do not endorse, and do not make any representation, warranty or promise regarding any Reseller and shall have no liability whatsoever for any damage, liabilities or losses caused by any Reseller.

15.6 Pre-GA Services. The following supplemental terms apply if you access or use Software or other products or features made available to you by us that are not yet generally available, such as those identified by us as "beta", "early adopter", "early access", "preview", "pre-release", or "experimental" (collectively, "Pre-GA Services"):

- (a) You will use reasonable efforts to provide Feedback to us regarding Pre-GA Services.
- (b) Upon notice to you, we may suspend or terminate your license or subscription for Pre-GA Services (if applicable) and/or your access to or use of Pre-GA Services. Sage may add, modify, or remove functionality, features, documentation or other aspects of Pre-GA Services at any time.
- (c) YOU ACKNOWLEDGE THAT PRE-GA SERVICES ARE PROVIDED "AS IS" AND "WHERE IS," WITHOUT ANY WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAGE DISCLAIMS ALL WARRANTIES RELATING TO PRE-GA SERVICES, THE OUTPUT THEREOF, AND OTHER MATERIALS RELATED THERETO, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS. SERVICE LEVEL AGREEMENTS DO NOT APPLY TO PRE-GA SERVICES.
- (d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SAGE SHALL NOT BE LIABLE TO YOU FOR ANY (I) INDEMNIFICATION WITH RESPECT TO PRE-GA SERVICES, AND (II) ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR

INCIDENTAL, RESULTING FROM YOUR USE OF PRE-GA SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THE FOREGOING EXCUSION OF DAMAGES IS HELD TO BE UNENFORCEABLE, SAGE'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FROM STATUTE OR OTHERWISE, IN CONNECTION WITH PRE-GA SERVICES, WILL NOT EXCEED \$1,000.