

Sage AR Automation user terms of service

Effective: September 1, 2026

These User Terms of Service (“**User Terms**”) govern your use of our online products and services (“**Services**”). You have been invited to use the Services by one of our customers (“**Customer**”). Each Customer has separately agreed to our Customer Terms of Service or entered into a written agreement with us to use the Services (“**Customer Terms**”). “**We**”, “**our**”, or “**us**” refers to the applicable Sage entity identified in the Customer Terms. Capitalized terms used but not defined in these User Terms have the meanings given to them in the Customer Terms.

After a Customer invites you to use the Services and you accept these User Terms, you will be considered an “**Authorized User**” that is authorized to use the Services pursuant to these User Terms. If you do not accept these User Terms in their entirety, then you are not an Authorized User and may not use the Services. Users must be human users unless otherwise agreed by Sage in writing.

1. Usage Rights

1.1 Access to the Services. The Customer Terms contain our commitment to deliver the Services to Customer. Once you become an Authorized User, and subject to the terms and conditions of these User Terms, you may access and use the Services. Your right to use the Services will continue until (i) Customer’s subscription for your use expires or terminates, or (ii) your access to the Services is terminated by Customer or us.

1.2 Your Responsibilities. . You must use the Services only in accordance with this Agreement and the Documentation . You are responsible for: (i) keeping secure and confidential (and ensuring that your Users keep secure and confidential) User access credentials; (ii) setting up appropriate internal roles, permissions, policies, and procedures for the safe and secure use of the Services; (iii) the activity of your Users in the Services; (iv) your Users’ compliance with this Agreement and the Documentation ; (v) the accuracy, quality, reliability, and legality of Customer Data and the means by which you acquire Customer Data and input it into the Services or otherwise make that Customer Data available to Sage or any Third-Party Provider in the context of the Services; and (vi) ensuring that all access to and use of the Services (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 Services (or any AI Systems) following any such update; 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 account’s security has been compromised.

1.3 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 Services 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 Services by or on behalf of an AI System must be made only using such credentials; (ii) provide the Services to any third party other than your Users, use the Services as a service bureau, or otherwise violate or

circumvent any use limitations or restrictions set forth in an Order, the Services or the Documentation; (iii) derive the source code or use tools to observe the internal operation of, or scan, probe or penetrate, the Services; (iv) copy, modify or make derivative works of the Services; (v) remove any proprietary markings or notices from any materials provided to you by us; (vi) frame or mirror the Services or any part thereof; or (vii) use the Services: (a) to send spam, duplicative, or unsolicited messages in violation of applicable laws or regulations; (b) to store sensitive data such as bank account data, social security (or equivalent) numbers, and credit card data outside of the designated fields therefor; (c) to send or otherwise provide material that violates the rights of a third party; (d) to send or otherwise provide material containing viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents or programs; (e) for any other illegal or unlawful purpose or (viii) access or interact with the Services, or permit any third party (including any Third-Party Provider) to access or interact with the Services, 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 Services in a manner that results in, or creates a risk of, the leakage, exfiltration or unauthorized extraction of such data from the Services. You may not knowingly facilitate a third party or third party technology in any of the foregoing activities. . If you breach the provisions of this Agreement, or your use of the Services interferes with or disrupts the security, availability or performance of the Services, we reserve the right to immediately modify or temporarily restrict or suspend your access to all or part of the Services or any Third-Party Service without notice or liability to you.

2. Proprietary Rights and Data

Services. Subject to the limited rights expressly granted hereunder, as between the parties Sage shall own all rights, title and interest, including all Intellectual Property Rights, in and to the Services (including any configurations and customizations thereof), Sage Data and the results of consulting and other professional services performed by Sage or on its behalf. All rights not expressly granted in this Agreement are reserved by Sage.

5.2 **Customer Data**. Subject to the limited rights expressly granted hereunder, as between the parties you own all rights, title, and interest, including all Intellectual Property Rights, in and to Customer Data. You grant Sage and its subcontractors a worldwide, royalty-free, non-exclusive license to host, copy, transmit, display, and use the Customer Data to provide, administer, and ensure the proper operation of the Services and related systems and to perform our rights and obligations under this Agreement (including our rights related to product development in section 5.4). You also consent to our storing and processing of Customer Data in the United States, the United Kingdom, the European Union, and any other jurisdiction disclosed in our then-current privacy policy.

5.3 **Data Analytics**. Sage may collect Usage Data. Sage may use Usage Data for its legitimate business purposes, provided that, except to provide or bill for the Services, to assist with the administration of Third-Party Services subscribed by you, or as required by law, any external disclosure or use of Usage Data by Sage will be in an aggregated form that does not identify or otherwise permit the identification of you, any Users, or other persons, unless you consent otherwise or initiate the sharing of Usage Data yourself.

5.4 **AI-Generated Output**. Sage does not claim ownership rights in any AI-Generated Output. You are solely responsible for all use, modification, incorporation into other materials, or publication of such AI-Generated Output.

Product Development. Subject to our obligations under section 6, Sage may use Customer Data and AI-Generated Outputs for product research, development, and innovation. You acknowledge that we may process Customer Data (including personally identifiable information about individuals) pursuant to this section as input into the Services and you consent to such processing of Customer Data in its original or unredacted form.

5.5 **Feedback**. You may, but are not required to, provide Sage or its authorized resellers or subcontractors with ideas, suggestions, requests, recommendations, or feedback about the Services (“Feedback”). If you do so, you grant Sage a non-exclusive, worldwide, perpetual, irrevocable license to use, reproduce, incorporate, disclose, and sublicense the Feedback for any purpose.

3. Confidentiality and Data Security

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

3.2 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; and (v) information that was authorized for release in writing by the Discloser.

3.3 Confidentiality Obligations. The Recipient will use the same degree of care and resources as it uses for its own confidential information of like nature (but no less than reasonable care) to protect the Discloser’s Confidential Information from any use or disclosure not permitted by these User Terms or authorized by the Discloser. The Recipient may disclose the Discloser’s Confidential Information to its employees, affiliates, and service providers who need access to such Confidential Information to effect the intent of these User Terms, provided that they are bound by confidentiality obligations no less restrictive than those herein. Recipient shall be responsible for any breach of this section by its employees, affiliates, and service providers.

3.4 Disclosure Required by Law. The Recipient may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Recipient provides advance notice thereof (unless requested or ordered not to do so by law enforcement or a court) and reasonable assistance, at the Discloser’s cost, to enable the Discloser to seek a protective order or otherwise prevent or limit such disclosure.

3.5 Injunctive Relief. A breach of the Recipient’s confidentiality obligations may cause irreparable damage, which money cannot satisfactorily remedy, and therefore the Discloser may seek injunctive relief for any threatened or actual breach of section 3.3 without the need to prove damages or post a bond or other surety.

3.6 Data Security. We will maintain and enforce an information security program for the protection of Customer Data, including commercially reasonable administrative, physical, and technical measures designed to (i) protect the confidentiality, availability, and integrity of Customer Data, (ii) restore the availability of Customer Data in a timely manner in the

event of a physical or technical incident, and (iii) ensure the proper disposal and destruction of Customer Data. We will notify the Customer that invited you to use the Services, as required by applicable law, of any actual \ breach of security known to us that has resulted in unauthorized access to Customer Data without undue delay, consistent with the legitimate needs of law enforcement and with any measures necessary to determine the scope of the breach and to restore the integrity of the Services.

3.7 Non-Sage Equipment. over the internet via networks only part of which are within our control. Our obligations in section 3.6 apply only to networks and equipment within our control, and we are not responsible for any delay, loss, interception, or alteration of Customer Data on a network or infrastructure outside of our control.

4. Term and Termination

4.1 Term. These User Terms will remain in effect until (i) Customer's subscription for your use of the Services expires or terminates, or (ii) your access to the Services is terminated by Customer or us.

4.2 Termination. Either party may terminate these User Terms (i) if the other party has materially breached these User Terms, upon written notice to the breaching party of the breach and, if such breach is curable, an opportunity to cure of at least 30 days, or (ii) upon written notice to the other party if the other party becomes the subject of a petition in bankruptcy or another proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Additionally, we may terminate these User Terms upon written notice to you, including by terminating your access to the Services. If you materially breach this agreement, we may, without limitation of other rights and remedies, temporarily suspend or terminate your access to the Services or withhold further performance of our obligations under these User Terms.

4.3 Effect of Termination. On expiration or termination of these User Terms: (i) all applicable User licenses and other rights granted to you will immediately terminate; (ii) a party's rights, remedies, obligations, and liabilities that have accrued up to the date of termination shall not be affected; and (iii) Recipient shall, at the request of Discloser, delete or destroy Discloser's Confidential Information in its possession or control. Notwithstanding the foregoing, Recipient may retain Discloser's Confidential Information (a) to the extent required by law or governmental authority, or (b) that is automatically stored in accordance with Recipient's generally applicable backup policies ("Backup Media"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of these User Terms, so long as it remains undeleted.

4.4 Survival. Sections 2, 3, 4, 6, and 7 will survive any expiration or termination of these User Terms.

5. Warranties

5.1 Authority. Each party represents to the other that it has the authority to enter into these User Terms, to carry out its obligations under it, and to give the rights and licenses granted herein.

5.2 DISCLAIMER OF ALL OTHER WARRANTIES. THE SERVICES ARE 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 LICENSORS, DISCLAIM 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. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES, AND LICENSORS DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES ARE FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, THAT THE SERVICES, DOCUMENTATION, AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS, OR THAT THE SERVICES WILL PRODUCE ERROR-FREE AI GENERATED OUTPUTS, MACHINE-GENERATED ANALYSES, BENCHMARKS, INSIGHTS OR RESPONSES. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY ISSUES WITH THE SERVICES 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 SERVICES AND DOCUMENTATION MAY BE SUBJECT TO DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL, OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY, AND YOU ACCEPT THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SERVICES AND/OR AI-GENERATED OUTPUTS MEET YOUR REQUIREMENTS AND ARE FIT FOR YOUR PURPOSES.

6. Limitation of Liability

6.1 Limitations. 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. EITHER PARTY’S AGGREGATE LIABILITY SHALL NOT EXCEED \$1,000.

6.2 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, provided that nothing in these User Terms shall limit or exclude any liability which cannot be excluded or limited as a matter of law. A party may not circumvent the limitations of liability herein or receive multiple recovery under these User Terms by bringing separate claims or claims on behalf of its affiliates.

7. General Provisions

7.1 **Compliance with Laws.** Each party shall comply with all applicable laws and regulations in relation to the Services, including applicable sanctions (including those of the Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom and the European Union), anti-bribery, anti-corruption, and tax evasion laws, provided, however, that our compliance with the Health Insurance Portability and Accountability Act of 1996, as amended, requires a separate written agreement by us. Each party shall maintain appropriate controls and procedures to be able to demonstrate compliance with such laws and regulations. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its affiliates are not named on any denied-party (or similar target sanctions) list. You shall not permit individuals to access or use the Services in any country or territory that is subject to government-wide or comprehensive sanctions by the United States, the United Kingdom, or the European Union. Any breach of this section is a material breach of these User Terms.

7.2 **U.S. Government Users.** The Services and our Confidential Information are commercial items. If they are being used by or on behalf of the U.S. Government, then the U.S. Government's rights in them will be only those specified in these User Terms, consistent with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable.

7.3 **Unfair Competition.** You may not use the Services or any materials provided by us to build a competitive product or service or to benchmark with a non-Sage product or service.

7.4 **Assignment.** Neither party may assign any rights or obligations under these User Terms without the other party's prior written consent, except that a party may assign these User Terms in its entirety in connection with a merger, acquisition, spin-off, corporate reorganization, or restructuring, or sale of substantially all of its assets. Any attempted assignment in breach of these User Terms shall be void.

7.5 **Remedies Not Exclusive.** Except as expressly set forth herein, any remedy in these User Terms is not exclusive of any other available remedy.

7.6 **Third Party Beneficiaries.** Certain of the Services may be provided by our affiliates. In such case, each such affiliate shall be a third-party beneficiary of these User Terms to the extent of such Services. Except as expressly set out in these User Terms, a person who is not a party to these User Terms will have no rights to enforce it.

7.7 **Entire Agreement.** These User Terms constitute the entire agreement between the parties regarding their subject matter and supersede all prior or contemporaneous written and oral agreements, negotiations, and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering into these User Terms 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 these User Terms. Nothing shall limit or exclude either party's liability for fraud.

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

7.9 **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 these User Terms as principal and not as agent for any other Sage company, and claims under these User Terms may be brought only against us and not against any of our affiliates.

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

7.11 **Force Majeure**. Notwithstanding any provision contained in these User Terms, neither party will be liable to the other to the extent performance of any obligations under these User Terms is delayed or prevented by a Force Majeure event. "**Force Majeure**" means an act of God (e.g., a natural disaster, accident, or epidemic) or another event outside of reasonable control of the party seeking excuse of performance (e.g., acts of war, terrorism, government authority, or by another third party outside the party's control).

7.12 **Updates**. From time to time, we may amend these terms. We will notify you of any material changes by promptly sending an email or posting a notice in the Services. By continuing to access or use the Services after such notice, you are indicating that you agree to be bound by the modified terms.

7.13 **Governing Law; Dispute Resolution**. The validity, construction, and application of these User Terms will be governed by the internal laws of the State of Georgia, excluding its conflict of laws provisions. The parties agree to resolve all disputes related to these User Terms 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 Atlanta, Georgia. 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 federal and state

courts located in Atlanta, Georgia. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

7.14 **Interpretation**. Headings are for convenience only and may not be used in interpretation. The words “such as” and “including” do not signify limitation. These User Terms shall not be interpreted against the drafter.