



Terms of Service

These terms govern the use of the Services and are an agreement between you and the Sage company identified below.

1. Definitions

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

"Agreement" means these terms, your Order(s), any Statement(s) of Work between you and us, and any attachments, exhibits and annexes hereto or to an Order or a Statement of Work.

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

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

"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 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.

"Authorized TeamLink User" means a named individual authorized by you to use the TeamLink element of the Services, who has agreed to the TeamLink users terms in their entirety and who has been supplied with user credentials for the TeamLink element of the Services by you.

"Customer Data" means the data submitted by Users, or otherwise on your behalf, into the Services, and includes any AI Input Data.

"Documentation" means the online or written user guides, specifications, and manuals regarding the Services made available by Sage, and any updates thereto.

"Effective Date" (i) of the Agreement means the date when the first Order is signed by both you and us, and (ii) of an Order means when the Order is signed by both you and us.

"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).

"Intellectual Property Rights" means rights recognised by any Sage Construction Management Terms of Service

jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), mask work rights, trade secret rights, trademarks, service marks, know-how and domain name rights.

"Order" means an ordering document (such as an Order Schedule) executed by you and us for subscription to Services and/or, if applicable, for the provision of professional services by us.

"Privacy Notice" means Sage's privacy notice posted at <https://www.sage.com/en-us/legal/privacy-and-cookies/> which may be updated from time to time by Sage;

"Sage" means Sage Software, Inc, or such other Sage entity identified on the Order or invoices issued to you under this Agreement.

"Sage Data" means the information on the Order, data about the configuration and use of the Services, Usage Data, the Documentation, and other information provided to you via login in the Services or otherwise by Sage in the course of performance under this Agreement, other than Customer Data and AI-Generated Outputs.

"Services" means the products and services ordered by you under an Order and made available online by Sage, including any associated offline or mobile components and any AI Systems, but excluding Third-Party Services. The Services include any modifications, enhancements, updates, revisions and derivative works thereof.

"Third-Party Service" means any product (e.g. software, cloud services, or forms), tool (e.g. integration or development tools) or service (e.g. implementation, configuration, development or accounting) provided by a party other than Sage (a **"Third-Party Provider"**). For the avoidance of doubt, a Third-Party Service includes any product, tool or service that is, employs or makes use of an AI System.

"User" means a named individual authorized by you to use the Services, for whom you have purchased a subscription, and who has been supplied with user credentials for the Services by you or by us at your request.

"we", "us" or "our" means Sage Software, Inc. or such other Sage entity identified on the Order or invoices issued to you under this Agreement.

"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 signatory represents that he/she has the authority to bind such entity to the terms of this Agreement; (ii) **"you"** and **"your"** refers to such entity; and (iii) you may be referred to as "Company" in Orders.

Other capitalized terms have the respective meanings given to them elsewhere in this Agreement.

2. Usage Rights.

2.1. Access to the Services. Subject to the terms and conditions of this Agreement and your payment of all applicable fees, we grant you a limited-term, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) right to access and use the Services specified in your Order(s) solely for

your internal business purposes.

2.2. User Subscriptions. Unless otherwise noted on an Order, Services are purchased as time-based subscriptions. Each User must have a valid subscription for the Services. User subscriptions are for named Users and cannot be shared with other person(s) but may be reassigned to new named Users from Users who cease using the Services. We reserve the right to monitor your use of the Services to effect this Agreement and/or verify compliance with any subscription limits and this Agreement. Unless otherwise notified to you, you may invite an Authorized TeamLink User to use the Construction Management TeamLink feature of the Services, subject to their adherence to the TeamLink user terms.

2.3. Your Responsibilities. You are responsible for: (i) the confidentiality of User access credentials that are in your possession or control; (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; and (v) 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, 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 account's security has been compromised.

2.4. Restrictions. Except as expressly authorized by us prior to each instance and notwithstanding section 2.2, you shall not: (i) 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 Service or the Documentation; (ii) derive the source code or use tools to observe the internal operation of, or scan, probe or penetrate, the Services; (iii) copy, modify or make derivative works of the Services; (iv) remove any proprietary markings or notices from any materials provided to you by us; (v) frame or mirror the Services or any part thereof; or (vi) 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 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; or (e) for any other illegal or unlawful purpose; (vii) 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 our 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; 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 or aid a third party in any of the foregoing activities.

3. Availability and Support

3.1. Availability. We will use commercially reasonable efforts to maintain availability of the Services no less than 99% of the time, averaged over a month, subject to planned maintenance, downtime related requests by you, Force Majeure events, and the terms of this Agreement ("**Service Availability**"). We will endeavour to schedule planned maintenance affecting the availability of the Services at non-peak times, and you will receive reasonable advance notice (which may be posted within the Services or otherwise) of such planned maintenance. We will use commercially reasonable efforts to notify you as soon as reasonably practical of any unplanned downtime of the Services and resolve the issue as soon as practical. Not all Service features and functionality may be available on compatible mobile devices.

3.2. In the event that the Service Availability set forth in section 3.1 is not met, we will offer subscription credits as set forth herein. You can receive a credit of 10% of your subscription fees for the month in which the outage event(s) occurred for every percentage point that Service Availability falls below 99%, up to a maximum of 50% of the applicable subscription fees for that month. To receive a credit, you must submit a request to us within 15 days after the month in which the Service Availability outage event(s) occurred. Any credit will be applied against subsequent monthly subscription fees due to us or, at our option, refunded to you.

3.3. Changes. In the event that your use of the Services interferes with or disrupts the integrity, security, availability or performance of the Services, we may modify or temporarily restrict or suspend your use of the Services. The parties will cooperate in good faith to resolve the issue as soon as reasonably possible.

3.4. Technical Support. Your will receive technical support for the Services and/or upgraded support in accordance with the terms of the Order. Technical support may, at our discretion, include on-line help, FAQs, training guides and templates and the use of email, chat or live help. We are not obligated to maintain or support any customization to the Services or any Third-Party Service, even if sold by us, except under a separate agreement signed by the parties.

4. Fees and Payment

4.1. Fees. Fees are in the currency specified on the Order. From time to time, we may change our fees. You will be notified at least 30 days in advance before we apply any fee changes to your Services subscriptions. Unless otherwise set forth in an Order, such changes will not affect the prices for Services during the then-current subscription term and will become effective upon your next renewal term that commences at least 30 days after our notification of the fee change.

4.2. Add-Ons. If, during a then-current subscription term, (i) you add additional volume or licenses to items that you are already subscribed to, such increased subscriptions will be billed at a prorated amount at the price of the underlying preexisting subscription, and (ii) you add new subscriptions to items that you are not already subscribed to, such items will be billed at a prorated amount at the then-current list price.

4.3. Billing and Contact Information. You agree to provide us with complete and accurate billing and contact information, including a specific technical contact if applicable, for your account with us and shall promptly notify us of any change thereto.

4.4. Taxes. All fees are exclusive of all applicable taxes, levies, and duties, and you shall be responsible for their payment, excluding taxes on our net income. If we are obligated to collect applicable taxes, we will include them on our invoice to you, and you will pay all such amounts to us unless you timely provide us with a valid tax exemption certificate. Each party will timely provide the other with any documents and information as may be required under, or to comply with, applicable tax laws and regulations.

4.5. Late Payment; Non-Payment. If we do not receive any fees you owe us by the due date specified on your Order, those fees shall accrue interest at the lower of 1.5% per month or the maximum rate permitted by law. Non-payment of any fees for the Services or of any other amounts due by you to us is a material breach of this Agreement.

5. Proprietary Rights

5.1. 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 and AI-Generated Outputs to provide, administer and ensure the proper operation of the Services and related systems and to perform our rights and obligations under this Agreement.

5.3. Feedback. You may, but are not required to, provide Sage 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.

5.4. Data Analytics; Product Development. Sage may collect data resulting from Users' use of the Services, such as metadata, performance metrics, and usage trends or volume ("**Usage Data**"). Sage may use Usage Data for its legitimate business purposes, provided that, except to provide 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. In addition, Sage may use Customer Data internally for product research, development and innovation.

5.5. 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.

6. Confidentiality and Data Security

6.1. 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. The Services and Sage Data are our Confidential Information. Customer Data is your Confidential Information.

6.2. 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

authorised for release in writing by the Discloser.

6.3. 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 this Agreement 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 this Agreement, 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.

6.4. 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.

6.5. 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 6.3 without the need to prove damages or post a bond or other surety.

6.6. 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 you, as required by applicable law, of any actual or reasonably suspected breach of security known to us that has resulted in, or creates a reasonable risk of, 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.

6.7. Non-Sage Equipment. The Services are provided over the internet via networks only part of which are within our control. Our obligations in section 6.6 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.

7. Third-Party Services

7.1. No Endorsement or Warranty. We may present to you, including on our websites, Third-Party Services. We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any such 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. You should review applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with a Third-Party Provider or obtaining any Third-Party Service. We have no obligation to provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Services with any Third-Party Services. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with any feature of the Services on reasonable terms, we may cease providing such feature without liability.

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.

7.2. Data Sharing. If you obtain a Third-Party Service that requires 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 Service. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by you.

7.3. AI Data and Sage Data. 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.

8. Open-Source Components

8.1. This clause applies notwithstanding anything else to the contrary in this Agreement.

8.2. You acknowledge that certain components of the Services 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").

8.3. Where the relevant OSS License requires it (and only to the extent required):

- any additional rights, permissions, exclusions and/or disclaimers in that OSS License will apply to the corresponding OSS Component;
- 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
- 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.

8.4. Sections 10.1 to 10.3 and Section 11.1 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.

9. Term and Termination

9.1. **Term.** All Services subscriptions specified in your initial Order will run for the subscription period set forth therein. If you add subscriptions after the beginning of a subscription period, their initial term will be the remainder of the then-current subscription period, unless otherwise set forth in the Order. All subscriptions will automatically renew for additional subscription periods of one year (or for such different renewal term as set forth in the renewal Order), unless either party gives the other party notice of non-renewal at least 30 days prior to the end of the relevant subscription period. This Agreement will remain in effect until all User subscriptions have expired or the Agreement Sage Construction Management Terms of Service

has been terminated as provided below.

9.2. **Termination.** Either party may terminate the Agreement (i) by sending a notice of non-renewal as provided above, (ii) if the other party has materially breached this Agreement, 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 (iii) 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. 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 this Agreement.

9.3. **Effect of Termination.** On expiration or termination of this Agreement: (i) all applicable User licences and other rights granted to you will immediately terminate; (ii) a party's rights, remedies, obligations (including payment obligations) and liabilities that have accrued up to the date of termination shall not be affected; (iii) unless you have terminated the Agreement for our material breach as provided above, we will not be obligated to refund any prepaid and unused fees; and (iv) subject to section 9.5, 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 this Agreement, so long as it remains undeleted.

9.4. **Survival.** Sections 1, 5, 6, 9, 11, 12 and 13 will survive any expiration or termination of the Agreement.

9.5. **Access to Customer Data.** Customer Data may be exported at any time during the term of this Agreement. We will not delete Customer Data from our production environment for up to 90 days after termination or expiration of the Agreement and may assist you with exporting Customer Data during such period at our standard hourly consulting rate. After that 90-day period, we will have the right to delete all Customer Data and will have no further obligation to make it available to you. Should you desire longer storage of Customer Data, paid archival Services may be available.

9.6. **AI Data.** Notwithstanding section 9.5: (i) AI Data does not form part of any Customer Data export under section 9.5 and cannot be exported or returned to you; (ii) Sage is not obligated to delete AI Data following termination or expiration of this Agreement, and Sage's rights to use AI Data under section 5.2 shall survive termination; and (iii) for the avoidance of doubt, where any data constitutes both Customer Data and AI Data, it shall be treated as AI Data for the purposes of this section.

10. Warranties

10.1. **Authority.** Each party represents to the other that it has the authority to enter into this Agreement, to carry out its obligations under it, and to give the rights and licenses granted herein.

10.2. **Our Warranties.** We warrant that: (i) the Services will perform materially in accordance with the Documentation; (ii) we will not decrease the material functionality of the Services during a current subscription term, and (iii) we will perform any professional services in a workmanlike manner and in accordance with industry standards.

10.3. **Remedies.** If you notify us in writing that the Services do not conform with any of the warranties in section 10.2, we will use commercially reasonable efforts to investigate and correct any

such non-conformance promptly. You will use commercially reasonable efforts to mitigate any damage as a result of such non-conformance. Subject to your right to terminate this Agreement for cause, this section 10.3 and any applicable uptime guarantees and credits in your Order constitute your sole and exclusive remedy for breach of the warranties in section 10.2.

10.4. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, 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, DOCUMENTATION, THE INFORMATION AND/OR AI-GENERATED OUTPUTS 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 FOR ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY.

11. Indemnification

11.1. Our Indemnification. Subject to section 11.3, we will indemnify and hold you and your Affiliates, officers, directors, employees, and agents harmless from and against any and all costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees and costs (collectively, “**Damages**”) to the extent arising out of a third-party claim alleging that the Services (including any AI-Generated Outputs) infringe or misappropriate the Intellectual Property Rights of a third party, except to the extent that the alleged infringement is based on: (a) a customization or modification of the Services at your direction or by anyone other than us; (b) use of the Services in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; (c) use of the Services in a manner contrary to our written instructions or the Documentation; (d) Customer Data (including AI Input Data) provided by you or your Users; or (e) your modification, combination, or incorporation of AI-Generated Outputs with other materials, where the infringement arises from such modification, combination or incorporation. If the Services infringe, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Services; (ii) modify such Services so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate the Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services.

11.2. Indemnification by You. Subject to section 11.3, you will 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 a third-party claim relating to your or your Users' acts or omissions in connection with: (i) your and your Users' use of the Services; (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 Services 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 Services (including any external or third-party AI System used in connection with the Services), 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. Without prejudice to the foregoing, Section 11.2(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 11.2(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

11.3. Indemnification Procedure. In the event of a potential indemnity obligation under this section 11, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defence 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.

11.4. 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. Limitation of Liability

12.1. Limitations. EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, 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 11, EITHER PARTY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE SUBSCRIPTION FEES FOR THE SERVICES PAID OR PAYABLE IN THE 12-MONTH SUBSCRIPTION PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, IF SUCH CLAIM ARISES DURING THE FIRST 12-MONTH SUBSCRIPTION PERIOD OF THIS AGREEMENT, DURING SUCH PERIOD.

12.2. 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 this Agreement shall limit or exclude any liability which cannot be

excluded or limited as a matter of law. The allocation of risk in this Agreement is reflected in the level of fees payable hereunder. A party may not circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing separate claims or claims on behalf of its Affiliates.

13. General Provisions

13.1. 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 Users 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.

13.2. 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 this Agreement, consistent with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable.

13.3. 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.

13.4. Assignment. Neither party may assign any rights or obligations under this Agreement without the other party's prior written consent, except that a party may assign the Agreement 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 this Agreement shall be void.

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

13.6. 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 this Agreement to the extent of such Services. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce it.

13.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering 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. Nothing shall limit or exclude either party's liability for fraud.

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

13.9. 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 this Agreement as principal and not as agent for any other Sage company, and claims under this Agreement may be brought only against us and not against any of our Affiliates.

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

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

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

13.13. 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. Notwithstanding the foregoing, if the changes have a material adverse impact on and are not acceptable to you, then you must notify us within 30 days after receiving notice of the change. If we cannot accommodate your objection, then the prior terms shall remain in force until the expiration of your then-current subscription period. Any renewed subscription will be governed by our then-current terms.

13.14. No Publicity. Neither party shall make any public statement about this Agreement or the relationship of the parties governed by this Agreement that identifies the other party without the other party's prior written consent, except that while you are a customer, Sage may use your name and logo in its customer list in a manner that does not suggest endorsement.

13.15. Governing Law; Dispute Resolution. The validity, construction and application of the Agreement 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 this Agreement by binding individual arbitration before one arbitrator and will not bring or participate in any representative action. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, and shall take place in Fulton County, 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 Fulton County,

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

13.16. Notices. Except as otherwise specified in this Agreement, any notice required under this Agreement will be in writing and sent by pre-paid mail, courier service or email to the contact address or email last provided in writing to the notifying party by the notified party. Any notice will be deemed received: (i) if sent by pre-paid mail, 48 hours after posting; (ii) if sent by courier, on

the next business day; or (iii) if sent by email, at 9 a.m. recipient's local time on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt either expressly or by conduct.

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