

Terms of Service

Welcome! These terms are the agreement between you and the Sage company identified below, and they govern your use of the Services.

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 and conditions, the Service Specific Terms, your Order(s), the Data Processing Agreement, Privacy Notice, and any exhibits, appendices and annexes to them, or any other documentation or terms and conditions referred to in any of them.

“AI-Generated Output” means the content generated and returned to a User resulting from that User prompting or using Generative AI 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 Data” means, collectively, AI Input Data, AI-Generated Output Data 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) 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 our application programming interface for the Services, as updated from time to time at our discretion.

“App” means software designed to run on a mobile device which allows you and your Users to access and use the Services in accordance with this Agreement, where we make such an App available to you.

“Business Day” means a day other than a Saturday, Sunday or public holiday in the United States when banks in the City of New York are open for business.

“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 Services which may include data (including Personal Data) relating to Users, your customers, suppliers, employees or third parties, and includes AI Input Data.

“Data Processing Agreement” means the Data Processing Agreement posted on <https://www.sage.com/en-us/legal/terms->

[and-conditions/product-and-service-terms-and-conditions/data-processing-agreement/](#) (or such other URL as notified to you), as amended from time to time.

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

“Developer Tools” means the development components, developer tools, deployment tools, and other documents and materials that we make available from time to time for the development, testing, operating, or maintaining of applications that interoperate with the Services.

“Documentation” means the online or written user guides, specifications, and manuals for the Services made available by us from time to time, including any Updates. Documentation expressly excludes marketing materials, sales communications, roadmap or forward-looking statements, knowledge base or community content, and documentation for beta, trial, preview, or no-charge features.

“Effective Date” (i) of this 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 beyond the reasonable control of the party seeking excuse of performance (e.g., acts of war, terrorism, government authority, or by another third party outside the party’s control).

“Generative AI” means an AI System capable of generating content (such as text, code, images, videos and audio).

“Intellectual Property Rights” means all intellectual property rights of any nature anywhere in the world, whether registered or unregistered, including: patents, utility models, and applications for them; trade marks, service marks, trade names, domain names, goodwill, and the right to sue for passing off, and applications for them; registered and unregistered design rights and applications for registered designs; copyright and related rights; database rights, rights in confidential information, trade secrets and know-how; and all other intellectual property rights and equivalent forms of protection existing now or in the future, in each case for the full term of such rights, including all renewals and extensions.

“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.

“Personal Data” has the meaning 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 authorized Sage reseller through which you purchase a subscription to the Services.

“Sage” means The Sage Group plc or its Affiliates.

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

“Services” means the products and services ordered by you under an Order, including any associated offline or mobile components, Updates (whether optional or mandatory), and any add-ons, modules, features or functionality that work with the products or services, including any AI Systems, but excluding all Third-Party Services.

“Service Specific Terms” means any service specific or special terms that you accept in addition to these terms.

“Statement of Work” means a statement of work between you and Sage for the provision of consulting or other professional services by Sage related to the Services.

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

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

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

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

“User(s)” means a named human authorized by you to use the Services and the Documentation, 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 Intacct, Inc., or such other entity as may be identified in the invoices which are issued to you with respect to your use of the Services, in which case your contracting entity shall be the entity identified in your invoices unless and until specified otherwise by Sage.

“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.

2. Usage Rights

2.1. Access to the Services. As long as you follow this Agreement and pay all applicable fees, we grant you a limited-term, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted in this Agreement) 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 can't be shared with other person(s), but may be reassigned to new named Users replacing Users who stop using the Services. We reserve the right to monitor your use of the Services to enforce this Agreement and/or verify compliance with any subscription limits and this Agreement.

2.3. 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 making sure 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) making sure 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 will 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. Unless we've given you express prior authorization for a specific instance, you must not do any of the following: (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 our prior written authorization— but we may, at our sole discretion, allow an AI System to access and interact with the Services using separate credentials we issue or approve, 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 use only those 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 in an Order, the Services, or the Documentation; (iii) derive the source code of, or use tools to observe the internal operation of, 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 we provide to you; (vi) frame or mirror the Services or any part of them; (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 for that data; (c) to send or store, 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; or (e) for any other illegal or unlawful purpose; or (viii) access or interact with the Services, or let any third party (including any Third-Party Provider) 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, where that 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 way that results in, or creates a risk of, the leakage, exfiltration, or unauthorized extraction of

that data from the Services. You must not knowingly help a third party or third-party technology do any of the things listed above. If you breach 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.

2.5. Service Specific Terms. Your use of the Services may be subject to additional Service Specific Terms, which will be set out on your Order or made available to you. Click here to see a list of our additional terms: <https://www.sage.com/en-us/legal/terms-and-conditions/product-and-service-terms-and-conditions/sage-intacct/>.

3. Availability and Support

3.1. Availability. We'll use commercially reasonable efforts to keep the Services available 24 hours a day, 7 days a week, except for (i) planned maintenance, (ii) Force Majeure events, and (iii) the terms of this Agreement. We'll do our best to schedule planned maintenance that affects availability at non-peak times, and we'll give you reasonable advance notice, which may be posted within the Services or otherwise. We'll use commercially reasonable efforts to let you know as soon as reasonably practical about any unplanned downtime and to resolve the issue as soon as practical.

3.2. Technical Support. If we provide you with training services, your Users who have completed training for the Services will receive technical support for the Services and/or upgraded support, if purchased, as described in the Order. If we don't provide you with training services, technical support may, at our discretion, include online help, FAQs, training guides, templates, and email, chat, or live help. We aren't obligated to maintain or support any customization to the Services or any Third-Party Service, even if sold by us, unless we've agreed to do so under a separate agreement signed by the parties.

3.3. Professional Services. We may also provide professional services, such as implementation, training, or consulting. These services are outside the scope of the Services and require a Statement of Work or a separate written agreement between the parties.

3.4. Updates. We may release Updates for the Services at our discretion. We'll do our best to let you know when we plan to provide Updates.

4. Fees and Payment

4.1. Fees. You must pay all fees for the Services listed in your Order, in the currency shown on the Order. We may change our fees from time to time. We'll give you at least 30 days' notice before any fee change takes effect on your Services subscriptions. Unless your Order says otherwise, fee changes won't affect pricing during your current subscription term and will become effective at your next renewal term that starts at least 30 days after we notify you. We may, at our sole discretion, offer you a discount on the Services. If you reduce volume or licenses to items you're already subscribed to during a current subscription term, we may reduce or remove the discount we've provided, effective from the date of your next renewal Order.

4.2. Add-Ons. If, during a current subscription term, (i) you add volume, modules, or licenses to items you're already subscribed to, the increase will be billed on a prorated basis at the price of your existing subscription, and/or (ii) you add new subscriptions

to items you're not already subscribed to, those items will be billed on a prorated basis at the then-current list price.

4.3. Billing and Contact Information. You agree to give us complete and accurate billing and contact information, including a specific technical contact if applicable, for your account and to let us know promptly about any changes.

4.4. Taxes. All fees are exclusive of applicable taxes, levies, and duties, and you're responsible for paying them, except for taxes on our net income. If we're required to collect applicable taxes, we'll include them on your invoice, and you will pay those amounts to us unless you provide a valid tax exemption certificate in time. Each party will promptly provide the other with any documents and information needed to comply with applicable tax laws and regulations.

4.5. Late Payment; Non-Payment. If we don't receive fees you owe us by the due date on your Order, those fees will accrue interest at the lower of 1.5% per month or the maximum rate allowed by law. Non-payment of any fees for the Services (whether owed to Sage, a Reseller, or any other third party in connection with the Services) or of any other amounts you owe us is a material breach of this Agreement.

4.6. Unlicensed Subscriptions. If we find any additional volume, modules, increased subscriptions, or new subscriptions that aren't properly licensed under this Agreement, we will bill you for those items, with fees due by the date specified in the Order. We may backdate those fees to the earlier of: (i) the date of your last renewal Order, or (ii) the date of the most recent use of the unlicensed items.

5. Proprietary Rights and Data

5.1. Services. Except for the limited rights we expressly grant you under this Agreement, Sage (and our licensors, where applicable) reserve and own all rights, title, and interest in and to the Services (including any configurations, customizations, modifications, enhancements, and Updates to them), Sage Data, and Documentation, including all related Intellectual Property Rights. All rights not expressly granted in this Agreement are reserved by Sage. The Sage name, logo, and the product names associated with the Services are trademarks of Sage or third parties, and no right or license is granted to use them under this Agreement.

5.2. Customer Data. Except for the limited rights we're 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 Customer Data.

5.3. 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 any AI-Generated Output.

5.4. Licence. When you use the Services, you give us permission to work with your Customer Data and AI-Generated Outputs so that we can provide the Services you have subscribed to, keep them working well, and improve and support them. In practice, this means Sage, our Affiliates and our subcontractors may host, process, store, display, analyze, and adapt that data (including reformatting it or creating derivative versions needed to deliver these functions). We may also use your Customer Data and AI-Generated Outputs where we need to in order to meet our legal obligations. We will not use your Customer Data to develop new products or Services unless you agree otherwise or unless we have first anonymized it. Once data has been anonymized in this

way, it is no longer "Customer Data" or "Personal Data" under this Agreement.

5.5. Usage Data. Sage may collect Usage Data for internal research and to improve the Services. Sage will only use Usage Data in an aggregated form that does not identify, or otherwise allow the identification of, named individual Users.

5.6. Feedback. You may, but aren't required to, provide Sage or its Resellers or subcontractors with ideas, suggestions, requests, recommendations, or feedback about the Services ("**Feedback**"). If you do, then except for the limited rights expressly granted in this Agreement, Sage will own all rights, title, and interest, including all Intellectual Property Rights, in and to the Feedback, including any configurations and customizations.

5.7. Data Privacy. Each party will comply with the Data Processing Agreement, and references in it to the "Agreement" mean this Agreement. Any Personal Data used to provide the Services will be handled in accordance with the Data Processing Agreement. For more information on how Sage uses Personal Data, please see the Privacy Notice.

6. Confidentiality and Data Security

6.1. Confidential Information. "**Confidential Information**" means all information of a party or its Affiliates ("**Discloser**") shared with the other party or its Affiliates ("**Recipient**"), whether orally or in writing, that is marked as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

6.2. Exceptions. Confidential Information doesn't include: (i) information the Recipient already knew without a confidentiality restriction before the Discloser shared it; (ii) information that was or becomes publicly known through no fault of the Recipient; (iii) information the Recipient rightfully received from a third party authorized to share it without restriction; (iv) information the Recipient independently developed without using the Discloser's Confidential Information; or (v) information the Discloser authorized for release in writing by the Discloser.

6.3. Confidentiality Obligations. The Recipient will use the same degree of care and resources it uses for its own confidential information of a similar nature (but no less than reasonable care) to protect the Discloser's Confidential Information from any use or disclosure not allowed by this Agreement or authorized by the Discloser. The Recipient may share the Discloser's Confidential Information with its employees, contractors, Affiliates, and service providers ("**Representatives**") as permitted by this Agreement, provided they are bound by confidentiality obligations at least as protective as those in this Agreement. The Recipient will be responsible for any breach of this section by its Representatives.

6.4. Disclosure Required by Law. The Recipient may disclose Confidential Information to the extent required by a court or administrative order or by law, as long as the Recipient gives advance notice (unless law enforcement or a court directs otherwise) and reasonable assistance, at the Discloser's cost, to help the Discloser seek a protective order or otherwise prevent or limit the disclosure.

6.5. Injunctive Relief. Each party acknowledges that damages may not be an adequate remedy for a breach of confidentiality obligations and that the other party will be entitled to seek injunctive relief, specific performance, and other equitable remedies for any threatened or actual breach of this Agreement.

6.6. Data Security. We will maintain and enforce an information security program to protect Customer Data, including commercially reasonable administrative, physical, and technical measures designed to (i) protect the confidentiality, availability, and integrity of Customer Data, (ii) restore access to Customer Data promptly after any 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 security breach we become aware of that has resulted in unauthorized access to Customer Data, without undue delay and consistent with the legitimate needs of law enforcement and any measures necessary to determine the scope of the breach and restore the integrity of the Services.

6.7. Other Rights. This section 6 is without prejudice to Sage's rights under section 5.4.

7. Third-Party Services and Third-Party AI Tools

7.1. No Endorsement or Warranty. We may present to you, or the Services may integrate with, Third-Party Services from Third-Party Providers. We don't endorse or make any representation, warranty, or promise about, and we don't take any responsibility for, any Third-Party Services. We won't be liable for any damages, liabilities, or losses caused by any act or omission related to a Third-Party Service, regardless of whether it's described as "authorized," "certified," "recommended," or the like, and regardless of whether the Third-Party Service is included in your Order or the Services. For the avoidance of doubt, this includes any AI System employed, used by, or forming part of a Third-Party Service provided by a Third-Party Provider. Your use of a 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's a conflict or inconsistency between this Agreement and those Third-Party Provider terms, this Agreement will take precedence in connection with the use of the Services. You are solely responsible for evaluating Third-Party Services and Third-Party Providers, and for reviewing all applicable terms and conditions of any Third-Party Providers.

7.2. Disclaimer. We have no obligation to make available, maintain, or provide support for Third-Party Services, and we don't guarantee the initial or continuing interoperability of the Services with any Third-Party Services. If any Third-Party Services cease to be made available for interoperation with any feature of the Services on reasonable terms, we may stop providing that feature without giving you any refund, credit, or compensation.

7.3. Data Sharing.

(a) 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 under 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.

(b) We aren't responsible for any modification, loss, damage, or deletion of Customer Data by any Third-Party Service you obtain.

(c) Other than as required by applicable law, you must not, and must ensure that any Third-Party Provider AI System does 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 must, and must ensure that any Third-Party Provider AI System will, 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 section applies regardless of anything else in this Agreement to the contrary.

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 each such license being an **"OSS Licence"**).

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

- (a) any additional rights, permissions, exclusions, or disclaimers in that OSS Licence will apply to the corresponding OSS Component;
- (b) any terms in this Agreement (including any restriction, prohibition, or exclusion) that conflict with that OSS Licence won't apply to the corresponding OSS Component; and
- (c) where Sage is required to offer source code or related materials or information for the corresponding OSS Component, that offer is made here. Please direct any request for source code or related information to: globalproductops@sage.com.

9. Term and Termination

9.1. **Term.** This Agreement starts on the Effective Date and continues for the fixed subscription period or term specified in your Order (the "Initial Term"; together with any Renewal Term, a "Term"). If you add subscriptions during the Initial Term, the term of the added subscriptions will be the remainder of the then-current Term, unless otherwise set forth in the Order. All subscriptions will automatically renew for additional subscription periods of one year (or for a different renewal term as set forth in the renewal Order, each a "Renewal Term") at list price, unless either party gives the other party notice of non-renewal at least 30 days (45 days for Sage People Services) before the end of the relevant subscription period. You may not modify your subscription within the 30-day period before the end of the relevant subscription period. This Agreement will

remain in effect until all User subscriptions have expired or this Agreement has been terminated as provided below.

9.2. **Termination.** Either party may terminate this Agreement: (i) by sending a notice of non-renewal as provided above; (ii) if the other party has materially breached this Agreement, by giving written notice of the breach and, if the breach is curable, allowing at least 30 days to cure; or (iii) by giving written notice if the other party becomes the subject of a bankruptcy petition or another proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. If you materially breach this Agreement, we may, without limiting our other rights and remedies, temporarily suspend or terminate your access to the Services or withhold further performance under this Agreement, and we may charge a reactivation fee if the Services are reinstated after that suspension. We may terminate this Agreement immediately on written notice to you if there is a change in Control that results in you being acquired by, or becoming an Affiliate of, any of our direct competitors.

9.3. **Effect of Termination.** When this Agreement expires or is terminated: (i) all applicable User licenses and other rights granted to you will immediately end; (ii) each party's rights, remedies, obligations (including payment obligations), and liabilities that accrued before the termination date won't be affected; (iii) unless you've terminated this Agreement for our material breach as provided above, we won't be obligated to refund any prepaid and unused fees; and (iv) subject to section 9.6, Recipient will, at Discloser's request, delete or destroy Discloser's Confidential Information in its possession or control. Despite 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 under Recipient's generally applicable backup policies ("**Backup Media**"). All Backup Media will remain subject to the confidentiality obligations in this Agreement, even after this Agreement expires or terminates, for as long as it remains undeleted.

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

9.5. Access to Customer Data.

(a) Subject to Section 9.6:

(i) You may export Customer Data at any time during the term of this Agreement.

(ii) We won't delete Customer Data from our production environment for up to 90 days after this Agreement terminates or expires, and we may help you export Customer Data during that period at our standard hourly consulting rate.

(iii) 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.

(iv) If you'd like longer storage of Customer Data, paid archival Services may be available.

(b) Please see the Data Protection Addendum and the Privacy Notice for more details on data retention.

9.6. Despite Section 9.5(a):

(a) AI Data is not part of any Customer Data export under Section 9.5(a)(i) and can't be exported or returned to you;

(b) Sage isn't obligated to delete AI Data after this Agreement terminates or expires, and Sage's rights to use AI Data under section 5.4 will survive termination;

(c) AI Data is not subject to deletion requests under section 9.3(iv) and 9.5(a)(iv); and

(d) For clarity, where any data is both Customer Data and AI Data, it will be treated as AI Data for purposes of this section 9.6.

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 under this Agreement.

10.2. Our Warranties. We warrant that: (i) the Services will perform materially in accordance with the Documentation; (ii) we won't 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 within thirty (30) days of discovering that the Services or our professional services don't conform with any of the warranties in section 10.2, we will use commercially reasonable efforts to investigate and correct the non-conformance promptly. You will use commercially reasonable efforts to mitigate any damage resulting from the 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 are 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, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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 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 IN THIS AGREEMENT, WE, OUR AFFILIATES, AND OUR LICENSORS DO NOT WARRANT, REPRESENT, GUARANTEE OR UNDERTAKE 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, INFORMATION AND/OR AI GENERATED OUTPUT 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, OUR AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE OR LIABLE FOR: (A) 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 FURTHER 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.

11. Indemnification

11.1. Our Indemnification. Subject to Section 11.5:

(a) Subject to Section 11.1(b), we will indemnify and defend you and your Affiliates, officers, directors, employees, and agents (at our expense) against any third-party claim alleging that your use of the Services (including any AI-Generated Outputs) infringes a third party's Intellectual Property Rights.

(b) Sage, its Affiliates, employees, consultants, agents and subcontractors will not be liable to you to the extent the alleged infringement is based on: (i) a customization or modification of the Services at your direction or by anyone other than us; (ii) your use of the Services together with any service, software, hardware, network, or system not supplied by us, if the alleged infringement relates to that combination; (iii) your use of the Services in a way that conflicts with our written instructions or the Documentation; (iv) your continued use of the Services (including AI-Generated Output) after we or any appropriate authority notified you of an alleged or actual infringement; (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 that modification, combination, or incorporation; or (vii) Third-Party Services provided by Third-Party Providers, to the extent the infringement arises from those third-party elements.

11.2. Replacement Option. Subject to Section 11.5, if any part of the Services infringes, or we reasonably believe it may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) obtain the right for you to keep using those Services; (ii) replace or modify those Services so they are no longer infringing without material loss of functionality; or (iii) if (i) and (ii) aren't feasible, terminate this Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services covering the period after the effective date of termination.

11.3. Your Indemnification. Subject to Sections 11.4 and 11.5, you will defend and indemnify us and our Affiliates, officers, directors, employees, and agents (at your expense) against any third-party claim alleging that (i) your collection or use of Customer Data infringes a third party's Intellectual Property Rights or violates applicable law, (ii) your use of the Services in breach of this Agreement infringes a third party's Intellectual Property Rights, or (iii) you or your Users used or misused any AI System that we did not provide, including any data breaches, security incidents, system damage, or third-party claims arising from or connected with that use or misuse. If a settlement is reached or a court enters an adverse judgment on any such claim, you will pay the settlement costs or the final judgment amount.

11.4. Notwithstanding the foregoing, Section 11.3(iii) will 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.

11.5. Indemnification Procedure. If a potential indemnity obligation arises under this Section 11, the indemnified party will give the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, so that the indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defense and settlement of the claim, at the indemnifying party's expense. The indemnifying party will 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 without the indemnified party's prior written consent.

11.6. Exclusive Remedy. The indemnification obligations in this Section 11 represent the indemnifying party's sole and exclusive liability, and the indemnified party's exclusive remedy, for any third-party claim described in this Section 11.

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 TO SAGE 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. These exclusions and limitations apply to all causes of action, whether they arise from breach of contract, tort, breach of statutory duty, or otherwise- even if the loss was reasonably foreseeable or one party had advised the other of the possibility of such loss. Nothing in this Agreement limits or excludes any liability that can't be excluded or limited as a matter of law. The allocation of risk in this Agreement is reflected in the level of fees payable under it. Neither party may get around the limitations of liability in this Agreement, or recover more than once, by bringing separate claims or claims on behalf of its Affiliates.

13. General Provisions

13.1. Compliance with Laws. Each party will comply with all applicable laws and regulations related to its use of 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 will maintain appropriate

controls and procedures to demonstrate compliance with those laws and regulations.

13.2. The Services may be subject to U.S. and other export laws and regulations. Each party represents that it and its Affiliates are not named on any denied-party (or similar targeted sanctions) list and that its Affiliates are not owned or controlled by a politically exposed person. You must 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. If that happens, we may terminate this Agreement immediately on written notice to you. You will not permit Users to access or use the Services 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 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 will have and will maintain throughout the term of this Agreement appropriate procedures and controls to ensure and demonstrate your compliance with this Section 13.2. 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. If you breach this Section 13.2, we will have the right to immediately suspend your use of the Services to the extent we consider necessary without prior notice and/or terminate the Agreement immediately on written notice to you. You will 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 Section 13.2.

13.3. You will assist in any reasonable due diligence process we may ask you to participate in from time to time to confirm your compliance with this Agreement and this Section 13. You will provide us with all reasonable cooperation, information, and assistance related to our due diligence processes for any purpose, including but not limited to helping us establish ownership and identify any territory in which you and any or all of your Users use and access the Services. If you fail to engage in any such process and/or provide the required information, that will be a material breach of this Agreement, and we will have the right to terminate this Agreement immediately on written notice to you.

13.4. U.S. Government Users. The Services and our Confidential Information are commercial items. If they're 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.

13.5. Unfair Competition. You may not use the Services or any materials we provide to build a competitive product or service or to benchmark against a non-Sage product or service.

13.6. 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 this 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 that doesn't comply with this Agreement will be void.

13.7. Remedies Not Exclusive. Unless expressly stated otherwise in this Agreement, any remedy in this Agreement is not exclusive of any other available remedy.

13.8. Third Party Beneficiaries. Some of the Services may be provided by our Affiliates. In that case, each such Affiliate will be a third-party beneficiary of this Agreement to the extent of those 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.

13.9. Entire Agreement. This Agreement is the entire agreement between the parties on its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations, and discussions between the parties on that subject matter. The parties acknowledge that in entering into this Agreement they haven't relied on, and will have no rights or remedies for, any statement, representation, assurance, or warranty other than as expressly set out in this Agreement. Nothing will limit or exclude either party's liability for fraud.

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

13.11. 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're 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.

13.12. Waiver. A party's failure or delay in exercising any right under this Agreement won't act as a waiver of that right. Rights may only be waived in writing signed by the waiving party.

13.13. Force Majeure. Notwithstanding anything in this Agreement, neither party will be liable to the other to the extent that performance of any obligation under this Agreement is delayed or prevented by a Force Majeure event.

13.14. Order of Precedence. If there's an express conflict or inconsistency, the following order of precedence will apply: (i) the Data Protection Addendum; (ii) your Order; (iii) these terms (including any annexes or exhibits); and (iv) the Documentation.

13.15. Updates. From time to time, we may update these terms. We'll notify you of any material changes by sending an email or posting a notice in the Services. By continuing to access or use the Services after that notice, you're agreeing to be bound by the updated terms. That said, if the changes have a material adverse impact on you and aren't acceptable to you, you must notify us within 30 days after receiving notice of the change. If we can't accommodate your objection, the prior terms will stay in effect until your then-current subscription period expires. Any renewed subscription will be governed by our then-current terms.

13.16. No Publicity. Neither party will make any public statement about this Agreement or the parties' relationship that identifies the other party without that 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 way that does not suggest endorsement.

13.17. Governing Law; Dispute Resolution. This Agreement will be governed by the internal laws of the State of Georgia, without regard to 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 will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, and will take place in Fulton County, Georgia. Any challenge to arbitrability will be decided by the arbitrator. Judgment on the arbitration award may be entered in any court with jurisdiction. If 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 does not apply.

13.18. Notices. Unless this Agreement says otherwise, any notice required under this Agreement must be in writing and sent by pre-paid mail, courier service, or email to the contact address or email last provided in writing by the receiving party. A notice will be considered 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 recipient confirms receipt either expressly or by conduct.

13.19. Interpretation. Headings are for convenience only and won't be used in interpretation. The words "such as" and "including" don't signify limitation. This Agreement will not be interpreted against the drafter.

14. Additional Product Terms

14.1. API and Developer Tools. If you use our API to connect the Services to a Third-Party Service or use our Developer Tools to build applications that work with the Services, additional terms may apply, including our Developer License Agreement and/or AI Gateway Policy. We may update any terms for the API or Developer Tools at our sole discretion.

14.2. Downloadable Components. Some modules of the Services require you to install software on a desktop or mobile device ("**Downloadable Components**"). Downloadable Components are "Services" under this Agreement. Users may need to opt in to certain Downloadable Components; if they don't, the modules that depend on them won't work, and we aren't responsible for that. As long as you comply with this Agreement, your authorized Users may download, install, and run the Downloadable Components in executable form on supported devices solely to use the modules you've subscribed to. In addition to the other restrictions in this Agreement, you must not translate, disassemble, decompile, decrypt, or reverse engineer the Downloadable Components, or let a third party do so, except where applicable law or the licensing terms for any included open-source components expressly allow it despite this restriction. We may update the Downloadable Components from time to time. All copies of the Downloadable Components are licensed, not sold, and are protected by applicable law, including United States and foreign copyright laws and international treaties. These licenses end on the earlier of the termination or expiration of this Agreement or your subscription to the relevant module(s). When a license ends, you must stop using the Downloadable Components and promptly delete all copies in your or your Users' possession or control. Any service level agreement will not apply to the Downloadable Components or to the operation of any module that depends, in whole or in part, on them.

14.3. Special Product Terms. Certain Services or modules—including Sage Payroll Services, Sage Expense Management

Services, and Sage HCM Services -- may have additional terms. When you agree to those terms in writing, they become part of this Agreement. If you subscribe to Sage People Services, the Salesforce Platform terms at <https://www.sageintacct.com/customer-terms-us/sfdcsa> are incorporated by reference and apply to those services.

15. Purchase Through a Partner

15.1. Purchase through an Authorized Reseller. The following additional terms apply if you buy a subscription to the Services through an authorized reseller (such as a VAR) ("**Reseller**"): If you place an order for the Services with a Reseller, then (i) that document will be an Order under this Agreement, (ii) your payment obligations under that Order will be to the Reseller, (iii) you consent to our sharing Usage Data with the Reseller under section 5 above, and (iv) your acceptance of that Order will be an acceptance of this Agreement between you and us for the provision of the Services, but any transactions solely between you and the Reseller (such as professional services provided by the Reseller or other Third-Party Services sold by the Reseller) won't be part of this Agreement. First-tier technical support for the Services will be provided by the Reseller, unless otherwise stated in the Order. Non-payment of fees owed to a Reseller under an Order is a material breach of this Agreement. If you grant a Reseller access to Customer Data or to your Services account, that access will constitute consent to the disclosure of

Customer Data to the Reseller under section 6 above, and you will be responsible for terminating that access.

15.2. Purchase through an SIA Partner. The following additional terms apply if you buy a subscription to the Services through an authorized Sage Intacct Advisory partner ("**SIA**"): If you purchase the Services from an SIA partner, then (i) your payment obligations for that purchase will be to the SIA partner and section 4 (Fees and Payment) of this Agreement won't apply to you, (ii) you consent to our sharing Usage Data with the SIA partner under section 5 above, and (iii) your acceptance of the ordering document for that purchase will be an acceptance of this Agreement between you and us for the provision of the Services, but any transactions solely between you and the SIA partner (such as accounting services provided by the SIA partner or other Third-Party Services sold by the SIA partner) won't be part of this Agreement. Support for the Services will be provided by the SIA partner, unless otherwise stated in a Statement of Work between you and us. Non-payment of fees owed to an SIA partner for the Services is a material breach of this Agreement. By purchasing the Services through an SIA partner, you have consented to the disclosure of Customer Data to the SIA partner under section 6 above.