

Terms and Conditions

These terms govern the use of the Services and are an agreement between Client and Sage Software, Inc. or such other Sage entity identified on the Order or invoices issued to you under this Agreement.

1. Definitions

Certain terms used in this Agreement are defined in the Glossary at the end of these Terms and Conditions. Other terms used in this Agreement are defined in the context in which they are used and will have the meanings there indicated.

2. Platform

2.1. Access Grant. Subject to Client's continuing compliance with this Agreement and payment of the applicable fees, Sage hereby grants to Client a limited, personal, non-exclusive, non-transferable right during the Subscription Term for Authorized Users of Client and Affiliates of Client identified on the Order Form ("**Authorized Client Affiliates**") to access through Sage's website the features and functions of the Platform, and Sage Content on the Platform, to which Client has subscribed, solely for the internal business purposes of Client and Authorized Client Affiliates.

2.2. Authorized Users. On or as soon as reasonably practicable after the execution of this Agreement, Sage shall provide to Client the necessary access credentials and protocols to allow Authorized Users to access the Platform. Client may permit Client Sourced Suppliers to access and use the Platform as Authorized Users solely for purposes of facilitating the development, manufacture, storage and transport of Client Products on behalf of Client and Authorized Client Affiliates.

2.3. Use Restrictions and Client Responsibilities.

- a. Client must use the Services only in accordance with this Agreement and the Documentation. Client is responsible for: (i) keeping secure and confidential (and ensuring that Authorized Users keep secure and confidential) any Authorized User access credentials; (ii) setting up appropriate internal roles, permissions, policies and procedures for Services to be used safely and securely; (iii) the activity of Authorized Users in the Services; (iv) Authorized Users' compliance with this Agreement; and (v) the accuracy, quality, reliability, and legality of Client Data and the means by which Client acquires Client Data and inputs it into the Services or otherwise make that Client Data available to Sage or any Third-Party Provider in the context of the Services; and (vi) ensuring that all access to and use of the Services (including any AI Systems) by Client and its Authorized Users complies with this Agreement, the Documentation and the AI Policy, which Client and Authorized Users accept by continuing to access or use the Services (or any AI Systems) following any such update; and Client shall be responsible for any breach of the AI Policy by any Authorized User. Client must notify us promptly if Client becomes aware, or reasonably suspect, that Client's or Authorized Users' account security is compromised.
- b. Except as expressly authorized by us prior to each instance, Client shall not: (i) share human user credentials with any third party, third party system or any AI System acting on Client's or any User's behalf or at their direction, without Sage's prior written authorization, provided that Sage may, at Sage's sole discretion, permit an AI System to access and interact with the Services using separate credentials issued or approved by us and designated for use by a single AI System, and any access to or interaction with the Services by or on behalf of an AI System must be made only using such credentials; (ii) use the Services and/or Documentation to provide services to any third party, use the Services as a service bureau or otherwise violate or circumvent any use limitations or restrictions Sage has communicated to Client; (iii) derive the source code or use tools to observe the internal operation of, or scan, probe or penetrate, the Services; (iv) unless expressly permitted by this Agreement, copy, modify, duplicate or create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Documentation (as applicable) in any form or by any means; (v) remove any proprietary markings or notices from the Services or Documentation; (vi) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation or to benchmark with a non-Sage product or service; (vii) subject to Section 10.5, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Users; or (viii) use or access the Services: (a) to send spam, duplicative, or unsolicited messages in violation of applicable laws or regulations; (b) to store sensitive data such as financial information, social security numbers outside of the designated fields; (c) to send, store, or otherwise provide material that violates the rights of a third party; (d) to send, store or otherwise provide material containing viruses, worms, Trojan horses or other harmful computer code; or (e) for any other illegal, discriminatory or unlawful purpose; or (viii) access or interact with the Services, or permit any third party (including any Third-Party Provider) to access or interact with the Services, by means of any AI System or by means of any robot, bot, spider, crawler, script, screen-scraping, web-scraping or data-scraping tool or any other automated or manual data-extraction technique, in each case where such access, interaction or extraction is used to, or would reasonably be expected to, scrape, harvest, extract or otherwise obtain, AI Data, Sage Data or any other data or content from the Services in a manner that results in, or creates a risk of, the leakage, exfiltration or unauthorized extraction of such data from the Services. Client may not knowingly facilitate a third party or third party technology in any of the foregoing activities. If Client breaches the provisions of this Agreement, or Client's use of the Services interferes with or disrupts the security, availability

or performance of the Services, Sage reserves the right to immediately modify or temporarily restrict or suspend Client's access to all or part of the Services or any Third-Party Service without notice or liability to Client.

2.4. Platform Support Services. During the Subscription Term, Sage will provide Client with technical support and assistance for Authorized Users in accordance with Sage's then current support policy available on the Platform ("Platform Support Services"). Sage reserves the right, from time to time, to make modifications to the Platform Support Services (or particular components thereof), provided that such modifications do not materially degrade the Platform Support Services. Sage further reserves the right to take down servers and other infrastructure hosting the Platform to conduct scheduled and emergency maintenance. Sage will not be responsible for any damages or costs incurred by Client due to unavailability of the Platform during scheduled or emergency maintenance.

2.5. Platform Security. Sage will employ commercially reasonable security and access controls designed to protect the data and information collected and stored on the Platform.

2.6. Platform Updates. Client will be given access to Updates of the Platform that Sage implements during the Subscription Term. Client acknowledges, however, that Sage may in the future offer optional value-added functions, features, or other capabilities for a separate fee.

3. Source services

In addition to subscribing to the Platform, Client may receive product sourcing marketplace services ("**Sourcing Marketplace Services**") and other sourcing and supply chain management related Services from Sage in connection with the development, manufacture, storage and transport of Client Products (together with the Sourcing Marketplace Services, the "**Supply Chain Management Services**"), as specified in an Order Form or a Statement of Work. The identities and information concerning Sage Sourced Vendors will be available to Client only in connection with Client's purchase of Sourcing Marketplace Services from Sage. Client shall use the Supply Chain Management Services solely for the internal business purposes of Client and Authorized Client Affiliates. Supply Chain Management Services and associated fees will be documented in an Order Form and an associated Supply Chain Management Services Request Form or, depending on their nature and complexity, in a separate Statement of Work executed by the parties.

4. Client responsibilities

In addition to its other obligations under this Agreement:

- Client shall designate an individual to act as Client's principal point of contact with Sage for purposes of this Agreement.
- Client shall use the Platform in accordance with all applicable user guides and other documentation furnished or made available (via the Platform or otherwise) by Sage to Client ("Documentation").
- Client shall be responsible for the acts and omissions of its Affiliates and Authorized Users in connection with this Agreement. Without limiting the generality of the foregoing, Client shall ensure that Authorized Users comply with Sage's online Acceptable Use Policy available on the Platform in connection with their use of the Platform. Sage, in its discretion, may suspend access to the Platform by Client or any Authorized User in the event of any violation of the Acceptable Use Policy until such violation is cured.
- Client shall provide Sage with accurate, complete and current information relating to Client Products (including specifications for manufacture), and shall provide cooperation and assistance to Sage, as reasonably required for Sage to perform the Services under this Agreement.
- Client shall be responsible for maintaining the security and confidentiality of all passwords associated with Client's account, and for all activities that occur under Client's account. If Client becomes aware of any unauthorized or illegal use of any such password or account, Client shall immediately notify Sage.
- Client shall use the Platform and Services in compliance with all applicable laws, rules and regulations, and shall comply with all laws, rules and regulations relating to the development, manufacture, labelling, storage, transport, marketing, sale and distribution of Client Products.

5. Financial

5.1. General. Sage's fees for the Services will be as set forth in the applicable Order Form(s) and Statement(s) of Work. Client shall pay Sage's fees and reimburse Sage for any expenses incurred by Sage on Client's behalf in connection with the Services, including without limitation costs of providing samples, and shipping and handling costs. Except as provided in an Order Form, Supply Chain Management Services Request Form or SOW, all payment obligations are non-cancelable and all fees paid are non-refundable.

5.2. Payment. Except as otherwise specified in an Order Form, Supply Chain Management Services Request Form or Statement of Work, all fees shall be due and payable upon receipt of invoice by Client. If payment of any amount due under this Agreement is not made in full within thirty (30) days after receipt of invoice, the overdue balance will be

subject to interest at the rate of one percent (1.0%) per month or the maximum legal rate, whichever is less. If payment is late by more than sixty (60) days, Sage may, upon written notice to Client, suspend Client's access to the Platform and/or the performance of some or all of the Services until overdue amounts are paid in full. Sage shall be entitled to recover all reasonable costs, including attorneys' fees, incurred in collecting any fees, expenses or other amounts owed by Client under this Agreement. If payment will be made by credit card, Client will provide credit card information to Sage, and Client authorizes Sage to charge such credit card for all fees and expenses payable under this Agreement. Unless otherwise specified in an Order Form, all fees are quoted and shall be paid in U.S. dollars.

5.3. Taxes. Sage's fees do not include applicable taxes. Client will be responsible for and reimburse and hold Sage harmless from and against the payment of all taxes arising out of the provision of Services under this Agreement other than taxes based on Sage's gross receipts or net income.

6. Warranties; Indemnities; Non-Circumvention; Liability Limits

6.1. Warranties. Sage warrants that the Platform, as made available to Client by Sage, will perform the material functions described in the Documentation when used in accordance with the Documentation. For breach of this warranty, Sage agrees to fix the material functionality at issue and, if Sage is unable to fix the deficiency, Client's sole remedy shall be to terminate this Agreement and have Sage refund to Client the prorated unused portion of any pre-paid fees. Sage warrants that it will perform the Platform support services and sourcing services under this Agreement in a good and workmanlike manner. For breach of this warranty, Sage's sole obligation and Client's sole remedy will be for Sage to correct or re-perform the affected Services without undue delay to remedy the breach.

6.2. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. SAGE, ON BEHALF OF ITSELF, ITS AFFILIATES AND LICENSORS, DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE 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, SAGE, ITS AFFILIATES AND ITS LICENSORS DO NOT WARRANT, REPRESENT, GUARANTEE OR UNDERTAKE THAT USE OF THE SERVICES OR PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES OR PLATFORM ARE FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, THAT THE SERVICES, PLATFORM AND DOCUMENTATION AND THE INFORMATION AND/OR AI-GENERATED OUTPUTS OBTAINED BY CLIENT THROUGH THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS OR THAT THE SERVICES OR PLATFORM WILL PRODUCE ERROR-FREE AI-GENERATED OUTPUTS, MACHINE-GENERATED ANALYSIS, BENCHMARKS, INSIGHTS OR RESPONSES. SAGE, ITS AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE OR LIABLE FOR: (A) ANY ISSUES WITH THE PLATFORM OR SERVICES THAT ARISE FROM CLIENT 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 CLIENT ACKNOWLEDGE THAT THE PLATFORM, THE SERVICES AND DOCUMENTATION MAY BE SUBJECT TO DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CLIENT FURTHER ACKNOWLEDGES THAT SAGE DOES NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO CLIENT, USERS, OR ANY THIRD PARTY, AND CLIENT ACCEPTS THAT IT IS ITS RESPONSIBILITY TO ENSURE THAT THE SERVICES AND/OR AI-GENERATED OUTPUTS MEET ITS REQUIREMENTS AND ARE FIT FOR ITS PURPOSES.

6.3. Indemnification of Client by Sage. Sage agrees to defend Client and Authorized Client Affiliates, and their respective officers, directors, employees, agents, successors and assigns ("**Client Indemnitees** "), from and against all Losses arising from any third party claim or action (a "**Claim**") alleging that Client's use of the Platform (including any AI-Generated Outputs) infringes such third party's Intellectual Property Rights and to indemnify the Client Indemnities against all damages finally awarded against them (or the amount of any settlement Sage enters into) with respect to such Claim, provided that this indemnity shall not apply to the extent any claimed infringement is attributable to: (i) a customisation or modification of the Services at Client's direction or by anyone other than Sage; (ii) Client's use of the Services in combination with any service, software, hardware, network or system not supplied by Sage, if the alleged infringement relates to such combination; (iii) Client's use of the Services in a manner contrary to Sage's instructions or the Documentation; (iv) Client's continued use of the Services (including AI-Generated Output) after notice of an alleged or actual infringement from Sage or any appropriate authority; (v) Client Data (including AI Input Data) provided by Client or your Authorized Users; (vi) Client's modification, combination, or incorporation of AI-Generated Outputs with other materials, where the infringement arises from such modification, combination or incorporation; or (vii) Third-Party Services provided by Third-Party Providers, to the extent the infringement arises from such third-party elements. If any part of the Services infringe, or Sage reasonably believes they may infringe, Intellectual Property Rights, Sage may, at its own expense and option: (i) procure the right for Client to continue use of such Services; (ii) replace or modify such Services so that they become non-infringing without material loss of functionality;

or (iii) if (i) and (ii) are not feasible, terminate this Agreement and refund to Client a pro-rata portion of any prepaid and unused fees for the Services covering the period following the effective date of termination. The provisions of this Section 6.3 set forth Client's sole remedy and Sage's entire liability with respect to infringement of third party Intellectual Property Rights.

6.4. Indemnification of Sage by Client. Client agrees to defend, indemnify and hold harmless Sage and its Affiliates, and their respective officers, directors, employees, agents, successors and assigns ("**Sage Indemnitees**"), from and against all Losses arising from any Claim that arises out of or relates to: (i) Client's and Authorized Users' use of the Services; (ii) any Client Data, including Client's or Authorized Users' collection, retention or use thereof; or (iii) Client's or Authorized Users' breach of any obligations under this Agreement, including any claim by a third party alleging that: (a) Client Data, including Client's and Authorized Users' collection, retention, posting, display, distribution, broadcast, publication or use of Client Data, infringes the rights of, or has caused harm to, a third-party (including Intellectual Property Rights, privacy, publicity or other personal or proprietary rights) or contains libelous, defamatory or otherwise injurious or unlawful material; or (b) Client's 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) Client's or Authorized Users' use or misuse of any AI System (to the extent that such AI System 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; or (v) the sourcing, development, manufacture, storage, transport, purchase, marketing, sale or distribution of any Client Products. Without prejudice to the foregoing, clause 6.4(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, clause 6.4(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

Indemnification Procedures. If any third party makes a Claim covered by Section 6.3 or Section 6.4 against a Client Indemnitee or Sage Indemnitee (a "**Covered Party**") with respect to which the Covered Party intends to seek indemnification under this Agreement, the Covered Party shall give prompt written notice of the Claim to the indemnifying party, including a brief description of the amount and basis for the claim, if known; provided, however, that failure to do so shall not relieve the indemnifying party of its indemnification obligation, except to the extent that the indemnifying party can demonstrate that it is materially prejudiced as a result of such failure. Upon receiving such notice, the indemnifying party shall be obligated to defend the Covered Party against the Claim, and shall be entitled to assume control of the defense and settlement of the Claim. The Covered Party will provide the indemnifying party with reasonable cooperation and assistance in the defense of any Claim at the indemnifying party's expense. The Covered Party may participate in the defense and settlement of the Claim at its own expense, using its own counsel, but without any right of control. The indemnifying party shall keep the Covered Party reasonably apprised as to the status of the Claim. Neither the indemnifying party nor any Covered Party shall be liable for any settlement of a Claim made without its consent. Notwithstanding the foregoing, the Covered Party shall retain responsibility for all aspects of the Claim that are not subject to indemnification by the indemnifying party hereunder.

6.5. Non-Circumvention. Client acknowledges and agrees that Subscription Fees and fees payable by Sage Sourced Vendors to Sage based on product sales to Sage clients (including Client) through the Platform are important sources of revenue for Sage. Accordingly, Client agrees that all Client Products manufactured or supplied by an Sage Sourced Supplier during the Subscription Term shall be sourced solely through the Platform, unless such Sage Sourced Supplier manufactured or supplied Client Products for Client outside the Platform during the twelve months immediately prior to the date Client was first provided access to the name of such Sage Sourced Supplier through the Platform or other Services (any such Sage Sourced Supplier being referred to as a "**Pre-Existing Supplier**"). Client further agrees that, except for Pre-Existing Suppliers, it shall not use any Sage Sourced Vendors or any of their Affiliates for the manufacture or supply of Client Products for a period of three (3) years after the end of the Subscription Term. In the event that Client breaches its obligation under the immediately preceding sentence, Client shall pay to Sage, as liquidated damages and not as a penalty, an amount equal to three (3) times Sage's list price for a subscription to the Platform as of the end date of the Subscription Term. Such amount shall be due and payable by Client upon receipt by Client of notice of breach from Sage. Sage shall have the right to conduct audits (not more frequently than once every 12 months) during and after the Subscription Term to verify Client's compliance with this Section 6.6 and, in connection with any such audit, Client shall provide Sage and its auditors access at all reasonable times to Client's books and records relating to the acquisition of Client Products from Suppliers. In the event that Client is determined to have breached this Section 6.6, Client shall reimburse Sage for the cost of the audit.

6.6. Limitation of Liability. Except as expressly provided in this Section 6.7: (a) neither party shall have any liability under or in connection with this Agreement for any indirect, incidental, consequential, special, exemplary or punitive damages, nor any liability for lost revenues or profits, loss of data, loss of business opportunity, or business interruption, regardless of the theory of liability (including theories of contractual liability, tort liability, or strict

liability), even if the liable party knew or should have known that those kinds of damages were possible; and (b) each party's maximum cumulative liability under or in connection with this Agreement shall never exceed the injured party's actual direct damages, capped at an amount equal to the total fees paid under this Agreement by Client to Sage for the twelve (12) month period preceding the occurrence of the last event giving rise to liability. The foregoing limitations of liability shall not be applicable to: (i) a party's indemnification obligations under Sections 6.3 and 6.4; (ii) a party's violation of the Intellectual Property Rights of the other party; (iii) damages occasioned by Client's breach of Section 2.3 (Use Restrictions), Section 6.6 (Non-Circumvention) or Section 9 (Confidentiality); or (iv) fees, charges and expenses payable under this Agreement. Client acknowledges that this Section 6.7 is an essential part of this Agreement, absent which the economic terms and other provisions of this Agreement would be substantially different.

7. Duration and Termination

7.1. Duration of Agreement. This Agreement commences on the Subscription Term start date set forth in the first Order Form executed by the parties and continues until all Subscription Terms and Services have expired or been terminated.

7.2. Subscription Term. Except as otherwise specified in an Order Form, a subscription to the Platform will be for a twelve (12) month Subscription Term (a **"Subscription Period"**); (b) subscriptions will renew automatically for successive 12-month Subscription Periods (each a **"Subscription Renewal Term"**) unless either party notifies the other in writing of non-renewal at least thirty (30) days prior to expiration of the then-current Subscription Term; and (c) the Subscription Fee and other Sage fees for each Subscription Renewal Term will be the list price in effect at the time of renewal, unless the parties agree to different pricing in writing at least forty-five (45) days prior to the commencement of the Subscription Renewal Term.

7.3. Termination. A party may terminate this Agreement and all Order Forms, Supply Chain Management Services Request Forms and SOWs hereunder: (a) for cause upon written notice to the other party if the other party has committed a material breach of this Agreement and the breach remains uncured thirty (30) days after the breaching party has received written notice of the breach from the non-breaching party; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Effect of Termination on Fees. If this Agreement is terminated by Client pursuant to Section 7.3, any pre-paid fees for the unused portion of the terminated Subscription Term will be refunded to Client. In all other cases, all fees paid or payable for the terminated Subscription Term are non-cancellable and non-refundable, and any unpaid fees for the remainder of the terminated Subscription Term will become immediately due and payable.

7.4. Other Effects of Termination. Effective immediately upon expiration or termination of this Agreement: (a) Client shall cease all use of the Platform and other Services; and (b) neither party will have continuing rights to use any Confidential Information of the other party or to exercise any Intellectual Property Rights of the other party that were licensed under this Agreement. However, Client shall have thirty (30) days after any such expiration or termination to download or otherwise obtain an extract of any User Content stored in the Platform at the time of expiration or termination. Sage may delete all User Content following the expiration of such 30-day period.

7.5. Survival. Section 2.3 and Sections 4 – 10 of these Terms and Conditions, and any other provision of this Agreement that contemplates or governs performance or observance subsequent to its termination or expiration, or which is necessary for the proper interpretation, administration or enforcement of this Agreement, will survive the expiration or termination of this Agreement (or the applicable Order Form, Supply Chain Management Services Request Form or SOW) for any reason.

7.6. AI Data. Notwithstanding anything to the contrary in this Agreement, Client acknowledges that: AI Data cannot be exported or returned to Client; Sage is not obligated to delete AI Data following expiration or termination of this Agreement and AI Data is not subject to deletion requests; and Sage's rights to use AI Data under this Agreement shall survive expiration or termination of this Agreement. For the avoidance of doubt, where any data constitutes both Client Data and AI Data, it shall be treated as AI Data for purposes of this paragraph.

8. Proprietary rights and data

8.1 Sage Ownership. As between the parties, Sage and its Affiliates or licensors own all Intellectual Property Rights in and to the Platform and other Services, the Documentation, Sage Content and Sage Data, and any derivative works thereof. Sage does not claim ownership rights in any AI-Generated Output. Client is solely responsible for all use, modification, combination with other materials and publication of any AI-Generated Output.

8.2 Client Ownership. As between the parties, Client and its Affiliates or licensors own all Intellectual Property

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

8.3 Trademarks. Client hereby grants to Sage during the term of this Agreement a non-exclusive, non-transferable, no-charge right and license to use and display any name, logo and other trademarks of Client and its Affiliates designated by Client ("**Client Trademarks**") in connection with the provision of Services under this Agreement. Subject to the foregoing license, Client will retain all Intellectual Property Rights that it may have in and to the Client Trademarks, and all use thereof by Sage shall inure to the sole benefit of Client. Client shall not: (a) use any name, logo or other trademark of Sage or its Affiliates ("**Sage Trademarks**"), or allow the use thereof by any Authorized Users, without the prior written consent of Sage; or (b) use any name, logo or other trademark of any Sage Sourced Supplier or its Affiliates ("**Sage Sourced Supplier Trademarks**"), or allow the use thereof by any Authorized Users, without the prior written consent of the applicable Sage Sourced Supplier. Any use of Sage Trademarks and Sage Sourced Supplier Trademarks shall inure to the sole benefit of Sage or the Sage Sourced Supplier (as applicable).

8.4 Feedback. If Sage receives from Client or any of its Affiliates or Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the Platform or other Services or any other Sage products, offerings or services ("**Feedback**"), Sage may use, disclose and exploit such Feedback without restriction and without paying any royalties or other compensation, including to improve the Platform and other Services and to develop, market, offer, sell and provide other products and services.

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

8.6 No Implied Licenses. Client acknowledges that there are no licenses granted by Sage by implication under this Agreement. Sage reserves all rights that are not expressly granted herein.

9. Confidentiality

9.1. Confidential Information. As used herein, "**Confidential Information**" shall mean: (a) information furnished or disclosed by or on behalf of either party or its Affiliates (the "Furnishing Party") to the other party or its Affiliates (the "**Receiving Party**") relating to business plans and processes, product development strategy and activity, product designs, corporate assessments and strategic plans, financial and statistical information, corporate developments, software, systems, client lists, contract terms, pricing, marketing plans and strategies, policies, practices, disputes or litigation; (b) other confidential, proprietary or trade secret information disclosed by or on behalf of the Furnishing Party that is marked or identified in writing as such at the time of its disclosure; (c) all other confidential, proprietary or trade secret information disclosed by or on behalf of the Furnishing Party, which a reasonable person would recognize as such; and (d) compilations or summaries of information or data that is itself Confidential Information. Without limiting the generality of the foregoing, Sage acknowledges and agrees that nonpublic information concerning Client Data and Client Products shall be considered to be Confidential Information of Client for purposes of this Agreement, and Client acknowledges and agrees that nonpublic information concerning the Platform and other Services and Sage Content shall be considered to be Confidential Information of Sage for purposes of this Agreement. The parties acknowledge and agree that the terms of this Agreement shall be deemed to be the Confidential Information of each party.

9.2. Confidentiality Obligations. Each party acknowledges that it may be furnished, receive or otherwise have access to Confidential Information of the other party in connection with this Agreement. The Receiving Party agrees to: (a) maintain such Confidential Information in strict confidence and not disclose such Confidential Information to third parties (except as permitted under this Agreement); (b) use and permit the use of such Confidential Information solely for the purpose of performing its obligations, or exercising its rights, under this Agreement; and (c) promptly notify the Furnishing Party in writing of any loss or unauthorized use, disclosure or access of the Furnishing Party's Confidential Information of which it becomes aware, and cooperate with the Furnishing Party to minimize the violation and any damage resulting from it. The Receiving Party may disclose Confidential Information of the Furnishing Party to any employee, officer, director, contractor, agent or representative of the Receiving Party (including any auditor or legal counsel of the Receiving Party) who has a legitimate need to know the information in question for purposes of this Agreement and who is under a duty of non-disclosure with respect to such information.

9.3. Exceptions. The restrictions on use and disclosure set forth above shall not apply when, and to the extent that, the Receiving Party can demonstrate that Confidential Information: (a) is or becomes generally available to the public through no fault of the Receiving Party (or anyone acting on its behalf); (b) was previously rightfully known to the Receiving Party free of any obligation to keep it confidential; (c) is subsequently disclosed to the Receiving Party by a third party who may rightfully transfer and disclose such information without restriction and free of any obligation to keep it confidential; (d) is independently developed by the Receiving Party or a third party without reference to the disclosed Confidential Information; (e) is Platform usage metrics in an aggregate form and not attributable to the Furnishing Party; or (f) is required to be disclosed by the Receiving Party as a matter of law, provided that the Receiving Party uses all reasonable efforts to provide the Furnishing Party with at least ten (10) days' prior notice of such disclosure and the Receiving Party discloses only that portion of the Confidential Information that the Receiving Party, in good faith and using ordinary care believes, is legally required to be furnished Party.

9.4. Privacy Matters. Each party will comply with the Data Processing Agreement, and references in the Data Processing Agreement to the "Agreement" shall be construed as references to this Agreement. Any Personal Data used to provide the Services shall be handled in accordance with the requirements of the Data Processing Agreement. Further information on how Sage uses Personal Data is provided in Sage's Privacy Notice.

10. General

10.1. Governing Law. The validity, construction, and interpretation of this Agreement and the rights and duties of the parties shall be governed by the internal laws of the State of Georgia without regard to principles of conflicts of laws. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply in any respect to this Agreement.

10.2. Force Majeure. Notwithstanding any other provision of this Agreement, neither party shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such party.

10.3. Client List. Sage may include Client's name on Sage's client list and may describe briefly, and in general terms, the nature of the Services provided by Sage to Client.

10.4. Dispute Resolution. Except as relates to the enforcement of a party's Intellectual Property Rights, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be decided by a single arbitrator in binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its then-current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration shall take place in Atlanta, Georgia unless the parties mutually agree to another location. Except as otherwise required by law, the parties agree to keep confidential and not disclose to third parties (other than a party's legal counsel, auditors and professional advisors with a need to know and who are under obligations of confidentiality) any information or documents obtained in connection with the arbitration process, including the existence and resolution of the controversy or claim. Notwithstanding the foregoing, a party may, without waiving any remedy under this Agreement, seek from any court with jurisdiction, interim or provisional equitable relief necessary to protect such party's rights or property. Any civil action relating to the enforcement of Intellectual Property Rights, seeking injunctive relief, challenging an arbitration proceeding or award or otherwise related to this Agreement will be instituted and maintained exclusively in the federal or state courts situated in Atlanta, Georgia.

10.5. 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 in breach of this Agreement shall be void.

10.6 Updates. From time to time, Sage may amend these terms. Sage will notify Client of any material changes by promptly sending an email or posting a notice in the Platform. By continuing to access or use the Services after such notice, Client is indicating that it agrees to be bound by the modified terms. Notwithstanding the foregoing, if the changes have a material adverse impact on and are not acceptable to Client, then Client must notify Sage within 30 days after receiving notice of the change. If Sage cannot accommodate Client's objection, then the prior terms shall remain in force until the expiration of Client's then-current subscription period. Any renewed subscription will be governed by Sage then-current terms.

10.7 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.

10.8 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.

10.9 Third-Party Services

- a. Sage may present to Client, or the Services may integrate with, Third-Party Services provided by Third-Party Providers. Sage does not endorse or make any representation, warranty or promise regarding, and does not assume any responsibility for, any such Third-Party Services. Accordingly, Sage shall not be liable whatsoever for any damages, liabilities or losses caused by any act or omission in respect of a Third-Party Service, irrespective of whether it is: (i) described as “authorized,” “certified,” “recommended” or the like; or (ii) included in Client’s Order for the Services. 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. Client’s use of Third-Party Services is subject to the terms and conditions imposed by the relevant Third-Party Provider in addition to this Agreement (to the extent applicable). If there is a conflict or inconsistency between this Agreement and such terms and conditions imposed by the Third-Party Providers, this Agreement shall take precedence in connection with the use of the Service. Client is solely responsible for evaluating Third-Party Services and Third-Party Providers, and for reviewing all applicable terms and conditions of any such Third-Party Providers.
- b. Sage has no obligation to make available, maintain or provide support for Third-Party Services and does not guarantee the initial or continuing interoperability of the Services with any Third-Party Services. If any Third-Party Services cease to be made available for interoperability with any feature of the Services, Sage may cease providing such feature without providing Client with any refund, credit or other compensation.
- c. If Client obtains a Third-Party Service that requires or otherwise involves access to or transfer of Client Data, Client acknowledges that any such access or transfer is between Client and the Third-Party Provider pursuant to the Third-Party Provider’s own privacy notices and policies, and that Sage is authorized to provide the Client Data as requested by the Third-Party Provider.
- d. Sage is not responsible for any modification, loss, damage or deletion of Client Data by any Third-Party Service obtained by you.
- e. Other than as required by applicable law, Client 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. Client shall, and shall procure that any Third-Party Provider AI System shall, ensure that any Client 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.

10.10 Open-Source Components

- a. This section applies notwithstanding anything else to the contrary in this Agreement.
- b. Client acknowledges that certain components of the Services provided to Client 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**”).
- c. Where the relevant OSS License requires it (and only to the extent required):
 - i. any additional rights, permissions, exclusions and/or disclaimers in that OSS License will apply to the corresponding OSS Component;
 - ii. 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
 - iii. 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.
- d. The warranty and indemnification provisions 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 Sage

shall not be liable to Client for any claim or liability to the extent it arises out of the use of such a component.

Glossary

"Affiliate" means with respect to any entity, any other entity which at any time, directly or through one or more intermediaries, controls, is controlled by or is under common control with such entity or its successors, where "control" (and its derivatives) means (a) the ability to direct the management or policies of an entity, or (b) the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) ordinarily having voting rights of an entity.

"Agreement" means the Sage Subscription and Services Agreement between Client and Sage, consisting of these Terms and Conditions, including any attached documents referenced herein, and any Order Form, Supply Chain Management Services Request Form and Statement of Work entered into by Client and Sage that accompanies or references this document.

"AI-Generated Output" means the content generated and returned to an Authorized User resulting from that Authorized 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 Client or any Authorized User, including (without limitation) prompts, queries and instructions (in whatever medium or format), but excluding: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (b) Sage-provided customization, or fine-tuning data.

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

"AI Policy" means any policy Sage publishes or otherwise makes available from time to time (including any amendments to it) which Sage communicates to Client containing requirements and restrictions applicable to the use of AI Systems by Client and Authorized 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 Users" means named human end users of Client and its Affiliates who have completed Sage's online registration process or who otherwise receive a user ID or other access credentials from Sage or Client authorizing them to access and use the Platform.

"Client Data" means User Content and any other data, information, files, photos, documents or material provided, inputted, shared or submitted by Authorized Users, or otherwise on Client's behalf, via the Services, which may include data (including Personal Data) relating to Authorized Users, Client's customers, suppliers, employees or other third parties, and includes any AI Input Data..

"Client Product" means any merchandise or product of Client or Authorized Client Affiliates.

"Client Sourced Supplier" means any manufacturer or supplier of Client Products other than a Sage Sourced Supplier.

"Content" means any data, media, information and/or other type or form of content displayed, distributed or otherwise made available to a party through or in connection with the Platform or other Services, including User Content and Sage Content.

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

"Data Protection Laws" has the meaning as set out in the Data Processing Agreement.

"Intellectual Property Rights" means all intellectual property rights of any nature anywhere in the world whether

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

“Losses” means all reasonable attorneys’ fees, reasonable costs of investigation, discovery, litigation and settlement, and any resulting liabilities, damages, settlements, judgments and awards, including associated taxes, interest and penalties.

“Order Form” means an order form issued by Sage and executed by the parties pursuant to which Client subscribes to the Platform and/or purchases other Services under this Agreement. Upon execution and delivery of an Order Form, it is deemed to form part of this Agreement.

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

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

“Platform” means Sage’s proprietary web-based software-as-a-service materials sourcing and data analytics platform called Sage Supply Chain Intelligence, also known as Sage Supply Chain Logistics, made available by Sage for use by Authorized Users under this Agreement, including its technology components and Documentation.

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

“Sage Content” means Content owned, originated or controlled by Sage that is made accessible to Client via the Platform or other Services, including without limitation listings of and information concerning Sage Sourced Vendors.

“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 Client Data and AI-Generated Outputs.

“Sage Sourced Supplier” means any manufacturer or supplier that has entered into an agreement with Sage or any of its Affiliates to be listed on the Platform as a potential manufacturer or supplier of products for Sage’s clients.

“Services” means, collectively, the Platform, Platform support services and Supplier sourcing services provided by Sage under this Agreement including any AI Systems, but excluding all Third Party Services.

“Supply Chain Management Services Request Form” mean a supplementary document entered into by the parties under this Agreement that documents Client’s request for certain Sourcing Services described in the associated Order Form and Sage’s agreement to provide such Sourcing Services, together with any special terms applicable to such Sourcing Services. Upon execution and delivery of a Supply Chain Management Services Request Form, it is deemed to form part of this Agreement.

“Statement of Work” (or “SOW”) means a supplementary document in a mutually agreed form that is entered into by the parties under this Agreement and describes certain Services to be provided by Sage to Client. Upon execution and delivery of an SOW, it is deemed to form part of this Agreement.

“Subscription Fees” means the fees payable by Client to Sage for the right to access and use the Platform, receive Platform Support Services, and (as applicable) receive Sourcing Marketplace Services, as set forth in the relevant Order Form.

“Subscription Term” means the period during which Authorized Users are permitted to access and use the Platform, as set forth in the applicable Order Form.

“Supplier” means any Sage Sourced Supplier or Client Sourced Supplier.

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

“Update” means any improvement, enhancement, modification and/or changes to the Platform offered or provided by Sage to its client base at no charge.

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

“User Content” means any Content submitted, posted or displayed by Authorized Users on the Platform.