



SAGE X3 SAAS SUBSCRIPTION AGREEMENT

Last Updated: April 2026

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

1. Definitions and Interpretation

1.1. **Definitions.** In this Agreement, the following words shall have the following meanings:

“Affiliate”: any entity that directly or indirectly controls, is controlled by, or is under common control of the subject entity, where **“control”** is the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, 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”: these terms, your Order(s), the Data Processing Agreement, Privacy Notice, any Statement(s) of Work between you and us, and any applicable exhibits, appendices, annexes and schedules hereto or to an Order or a Statement of Work, or any other terms and conditions referred to within any of the aforementioned.

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

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

“AI System”: 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”: an application programming interface.

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

“Customer Data”: 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 other third parties, and includes any AI Input Data.

“Data Processing Agreement”: our 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 as set out in the Data Processing Agreement.

“Documentation”: the online or written user guides, specifications and manuals regarding the Service made available by us, and any updates thereto, but excluding marketing materials and sales publications.

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

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

“Intellectual Property Rights”: any patent, utility model, right to an invention, copyright and related rights, moral rights, trade mark, service mark or trade name, business name, domain name, right in software, right in design, right in databases, image right, right relating to passing off or unfair competition, right in get-up and goodwill, right to use and protect the confidentiality of confidential information (including know-how and trade secrets), and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply for and be granted) for, or renewal or extension of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Order”: 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.

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

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

“Reseller”: an independent third party authorized or certified by us to act as a partner or distributor of the Service.

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

“Sage Data”: 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.

“Service”: the products and services ordered by you under an Order and made available online by Sage, 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.

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

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

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

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

“Users”: those individuals who are authorized by you to access and use the Service. Users may include your employees, consultants, contractors or agents.

“User Subscriptions”: the number of user subscriptions purchased by you which entitle Users to access and use the Service, as more particularly set out in your Order.

“we” “us” or “our”: (i) Sage Software, Inc., a Virginia corporation with offices at 1715 North Brown Road, Lawrenceville, Georgia 30043, if you are domiciled in the United States or any country other than Canada, and (ii) Sage Software Canada Ltd., an Alberta corporation with offices at 120 Bremner Blvd., Suite 1500, Toronto, Ontario M5J 0A1, if you are domiciled in Canada.

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

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

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

2. Usage Rights.

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

2.2. User Subscriptions. Unless otherwise noted on an Order, Services are purchased as time-based subscriptions. Each User must have a valid subscription for the Services. User subscriptions are for named Users and cannot be shared with other person(s) but may be reassigned to new named Users from Users who cease using the Services. We reserve the right to monitor and audit your use of the

Services to effect this Agreement and/or verify compliance with any subscription limits and this Agreement.

2.3. Changing Service Tiers. We may make available for purchase different tiers of the Service from time to time, as detailed on our websites, the Documentation or otherwise notified by us from time to time (**“Service Tiers”**). If you wish to move up or down the Service Tiers, Sage shall have sole discretion as to whether you may do so, for which additional fees may be payable as specified by Sage from time to time. Without prejudice to the foregoing, you must comply with such processes for moving up or down Service Tiers as Sage may notify to you from time to time, and by changing Service Tiers you may waive your entitlement to any promotional pricing. We may at our discretion decide to upgrade you from one Service Tier to another Service Tier, provided that we will give you not less than thirty (30) days’ notice in advance of any changes to the applicable charges for such Service Tier, either within the Service or by sending you an email.

2.4. Your Responsibilities. You are responsible for: (i) the confidentiality of User access credentials that are in your possession or control; (ii) setting up appropriate internal roles, permissions, policies and procedures for the safe and secure use of the Services; (iii) the activity of your Users in the Services; and (iv) your Users’ compliance with this Agreement and the Documentation. You must notify us promptly if you become aware, or reasonably suspect, that your account’s security has been compromised.

2.5. Affiliate use. You may either: (i) process the data of an Affiliate (for the purposes of creating group or nonconsolidated reports); or (ii) permit Users who are employed or who are otherwise engaged as consultants, contractors or agents by an Affiliate to access and use the Service on your behalf only if you: (a) have paid the relevant Subscription Fees for such Users, and such Users form part of the User Subscriptions you have purchased from us; (b) maintain an accurate list of the relevant Affiliates and provide us with a copy of such list, upon request; and (c) promptly notify us of any change to such list of Affiliates.

2.6. Restrictions. Except as expressly authorized by us prior to each instance, you shall not: (i) provide the Services to any third party other than your Users, use the Services as a service bureau or otherwise violate or circumvent any use limitations or restrictions set forth in an Order, the Service or the Documentation; (ii) derive the source code or use tools to observe the internal operation of, or scan, probe or penetrate, the Services; (iii) copy, modify or make derivative works of the Services; (iv) remove any proprietary markings or notices from any materials provided to you by us; (v) frame or mirror the Services or any part thereof; or (vi) use the Services: (a) to send spam, duplicative, or unsolicited messages in violation of applicable laws or regulations; (b) to store sensitive data such as bank account data, social security (or equivalent) numbers and credit card data outside of the designated fields therefor; (c) to send or store, 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. You may not knowingly facilitate or aid a third party in any of the foregoing activities.

2.7. AWS Platform. The Service is hosted on Amazon’s AWS platform, an internet-scale cloud computing and services platform hosted in Amazon data centers. Your use of the Service is also subject to the following Amazon terms, conditions and policies: (i) AWS Privacy Notice Statement: <https://aws.amazon.com/privacy/>; (ii) AWS Service terms: <https://aws.amazon.com/service-terms/>; and (iii) AWS Acceptable Use Policy: <https://aws.amazon.com/aup/>. Neither you, nor anyone accessing the Service, may use Amazon’s AWS platform in any way prohibited by the AWS Acceptable Use Policy.

2.8. Using a Sage application together with the Service. We may make available to you an App which will allow you to access the

Service. Your access to and use of the App is subject to the terms of this Agreement and any supplemental terms and conditions governing the use of the App. Where there is a conflict between this Agreement and any supplemental terms accompanying the App, those supplemental terms shall prevail in respect of the conflicting subject matter.

2.9. API. If the Service offers integration capabilities via an API, your use of the API may be subject to additional costs, Sage specific policies, and terms and conditions (which shall prevail in relation to your use of the API). You may not access or use the API in any way that could cause damage to us or the Service, or in contravention of any applicable laws. We reserve the right in our sole discretion, to: (i) update any API from time to time; (ii) place limitations around your use of any API; and (iii) deny you access to any API in the event of misuse by you or to otherwise protect our legitimate interests.

3. Availability and Support

3.1. Availability. We will use reasonable commercial endeavors to maintain availability of the Services 24 hours a day, 7 days per week, subject to planned maintenance, Force Majeure events, and the terms of this Agreement. We will endeavor to schedule planned maintenance affecting the availability of the Services at non-peak times, and you will receive reasonable advance notice (which may be posted within the Services or otherwise) of such planned maintenance. We will use reasonable commercial endeavors to notify you as soon as reasonably practical of any unplanned downtime of the Services and resolve the issue as soon as practical.

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

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

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

4. Fees and Payment

4.1. Fees. Fees are in the currency specified on the Order. From time to time, we may change our fees. You will be notified at least 30 days in advance before we apply any fee changes to your Services subscriptions. Unless otherwise set forth in an Order, such changes will not affect the prices for Services during the then-current subscription term and will only become effective upon your next renewal term that commences at least 30 days after our notification of the fee change. We may at our sole discretion provide you with a discount to the Services. In the event you reduce volume or licenses to items that you are already subscribed to during a then-current subscription term then we may reduce or remove the level of discount we have provided to you from the date of your next renewal Order.

4.2. Subscription Changes. If, during a then-current subscription term: (i) additional volume, modules or licenses to items that you are already subscribed to are added, such increased subscriptions will be billed at a prorated amount at the price of the underlying preexisting subscription; and (ii) you add new subscriptions to items that you are not already subscribed to, such items will be billed at a prorated amount at the then-current list price. In the event that you wish to reduce the number of your User Subscriptions or the modules to which

you subscribe at any stage during the subscription term, then you may do so with effect from the commencement of your next Renewal Term, at which point the Subscription Fees payable for your next Renewal Term will be calculated (as per our then current price list) taking into account the changes to your subscription.

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

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

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

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

5. Proprietary Rights and Data

5.1. Services. Subject to the limited rights expressly granted 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 and customizations, modifications, enhancements and Updates in respect of the Services), Sage Data and Documentation, including all related Intellectual Property Rights therein. All rights not expressly granted in this Agreement are reserved by Sage. The Sage name, logo and the product names associated with the 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. Subject to the limited rights expressly granted hereunder, as between the parties you own all rights, title and interest, including all Intellectual Property Rights, in and to Customer Data.

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

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

5.5. 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.

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

6. Data

6.1. Data privacy. Each party will comply with the Data Processing Agreement, and references therein 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, except in the context of provision of Sage Intelligent Time by Sage. Further information on how Sage uses Personal Data is provided in the Privacy Notice.

7. Confidentiality

7.1. Confidential Information. "Confidential Information" means all information of a party or its Affiliates ("Discloser") disclosed to the other party or its Affiliates ("Recipient"), whether orally or in writing, that is designated as confidential or internal use or that reasonably should be understood to be confidential or internal use given the nature of the information and the circumstances of disclosure.

7.2. Exceptions. Confidential Information excludes: (i) information that was known to the Recipient without a confidentiality restriction prior to its disclosure by the Discloser; (ii) information that was or becomes publicly known through no wrongful act of the Recipient; (iii) information that the Recipient rightfully received from a third party authorized to make such disclosure without restriction; (iv) information that has been independently developed by the Recipient without use of the Discloser's Confidential Information; and (v) information that was authorized for release in writing by the Discloser.

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

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

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

7.6. Other rights. This Section 7 is without prejudice to Sage's rights under Section 5.4.

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

8.1. No Endorsement or Warranty. We may present to you, or the Services may integrate with, Third-Party Services provided by Third-Party Providers. We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any such Third-Party Services. Accordingly, we shall not be liable

whatsoever for any damages, liabilities or losses caused by any act or omission in respect of a Third-Party Service, irrespective of whether it is: (i) described as "authorized," "certified," "recommended" or the like; or (ii) included in your Order or the Services. Your 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. You are 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.

8.2. Disclaimer. We have no obligation to make available, maintain or provide support for Third-Party Services and do 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 interoperation with any feature of the Services, we may cease providing such feature without providing you with any refund, credit or other compensation.

8.3. Data Sharing. If you obtain a Third-Party Service that requires or otherwise involves access to or transfer of Customer Data, you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider's own privacy notices and policies, and that we are authorized to provide the Customer Data as requested by the Third-Party Provider. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by you.

9. Term and Termination

9.1. This Agreement shall commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of twelve (12) months (unless a different period is agreed in writing between the parties) (each a "Renewal Term"), unless: (i) either party gives the other party notice of non-renewal at least sixty (60) days before the end of the Initial Subscription Term or any Renewal Term, in which case the

Agreement shall terminate upon expiry of the applicable Initial Subscription Term or Renewal Term; or (ii) otherwise terminated in accordance with the provisions of this Agreement. If you fail to give us notice of non-renewal within the timescales specified in this Section 9.1, then you shall remain liable for the Subscription Fees for the remainder of the following Renewal Term.

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, upon written notice to the breaching party of the breach and, if such breach is capable of remedy, an opportunity of at least 30 days to remedy the breach; or (iii) upon written notice to the other party if the other party becomes the subject of a petition in bankruptcy or another proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If you materially breach this Agreement, we may, without limitation of other rights and remedies, temporarily suspend or terminate your access to the Services or withhold further performance of our obligations under this Agreement.

9.3. Effect of Termination. On expiration or termination of this Agreement: (i) all applicable User licenses and other rights granted to you will immediately terminate; (ii) a party's rights, remedies, obligations (including payment obligations) and liabilities that have accrued up to the date of termination shall not be affected; (iii) unless you have terminated this Agreement

for our material breach as provided above, we will not be obligated to refund any prepaid and unused fees; and (iv) subject to Section 9.5, Recipient shall, at the request of Discloser, delete or destroy Discloser's Confidential Information in its possession or control. Notwithstanding the foregoing, Recipient may retain Discloser's Confidential Information: (a) to the extent required by law or governmental authority; or (b) that is automatically stored in

accordance with Recipient's generally applicable backup policies ("**Backup Media**"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.

9.4. Survival. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect including Section 1 (Definitions and Interpretation), Section 4 (Fees and Payment), Section 5 (Proprietary Rights), Section 6 (Data), Section 7 (Confidentiality), Section 9 (Term and Termination), Section 11 (Indemnification), Section 12 (Liability), Section 13 (General Provisions) and the Data Processing Agreement.

9.5. Access to Customer Data. Subject to Section 9.5.2:

9.5.1. (a) Customer Data may be exported at any time during the term of this Agreement. (b) We will not delete Customer Data from our production environment for up to 90 days after termination or expiration of this Agreement and may assist you with exporting Customer Data during such period at our standard hourly consulting rate. (c) 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. (d) Should you desire longer storage of Customer Data, paid archival Services may be available.

9.5.2. Please see the Data Processing Agreement and the Privacy Notice for further details of data retention.

9.5.3 Notwithstanding Section 9.5.1: (i) AI Data does not form part of any Customer Data export under clause 9.5.1(a) and cannot be exported or returned to you; (ii) Sage is not obligated to delete AI Data following termination or expiration of this Agreement, and Sage's rights to use AI Data under Section 5.4 shall survive termination; and (iii) AI Data is not subject to deletion requests under Sections 9.3(iv) and 9.5.1; and (iv) For the avoidance of doubt, where any data constitutes both Customer Data and AI Data, it shall be treated as AI Data for the purposes of this Section 9.5.3.

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 will not decrease the material functionality of the Services during a current subscription term; and (iii) we will perform any professional services with reasonable care and skill and in accordance with industry standards.

10.3. Remedies. If you notify us in writing that the Services do not conform with any of the warranties in Section 10.2, we will use commercially reasonable endeavors to investigate and correct any such non-conformance promptly. You will use commercially reasonable endeavors to mitigate any damage as a result of such non-conformance. Subject to your right to terminate this Agreement for cause, this Section 10.3 and any applicable uptime guarantees and credits in your Order constitute your sole and exclusive remedy for breach of the warranties in Section 10.2.

10.4. WARRANTY DISCLAIMER. 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 ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE 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, 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 OUTPUTS OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS OR THAT THE SERVICES WILL PRODUCE ERROR-FREE AI-GENERATED OUTPUTS, MACHINE-GENERATED ANALYSIS, 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, THIRDPARTY 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 ANY AI-GENERATED OUTPUTS MEET YOUR REQUIREMENTS AND ARE FIT FOR YOUR PURPOSES.

11. Indemnification

11.1 Our Indemnification. Subject to Section 11.5:

(a) and subject to Section 11.1(b), we shall defend, indemnify and hold you and your Affiliates, officers, directors and employees harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, (including without limitation, reasonable legal fees and court costs) (collectively, "**Damages**") to the extent arising out of or in connection with a third-party claim alleging that your use of the Services (including any AI-Generated Outputs) infringe the Intellectual Property Rights of a third party.

(b) in no event shall Sage, its Affiliates, employees, consultants, agents and subcontractors be liable to you to the extent that the alleged infringement is based on: (i) a customisation or modification of the Services at your direction or by anyone other than us; (ii) your use of the Services in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; (iii) your use of the Services in a manner contrary to our instructions or the Documentation; (iv) your continued use of the Services (including AI-Generated Output) after notice of an alleged or actual infringement from Sage or any appropriate authority; (v) Customer Data (including AI Input Data) provided by you or your Users; (vi) your modification, combination, or incorporation of AI-Generated Outputs with other materials, where the infringement arises from such modification, combination or incorporation; or (vii) Third-Party Services provided by Third-Party Providers, to the extent the infringement arises from such third-party elements.

11.2 Replacement option: Subject to Section 11.5, if any part of the Services infringe, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Services; (ii) 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 you a pro-rata portion of any prepaid and unused fees for the Services covering the period following the effective date of termination.

11.3 Indemnification by You. Subject to Sections 11.4 and 11.5, you will defend, indemnify and hold us and our Affiliates, officers, directors, employees, and agents harmless from and against any and all Damages to the extent arising out of or in connection with your and your Users' acts or omissions in connection with: (i) your and your Users' use of the Services; (ii) any Customer Data, including your or your Users' collection, retention or use thereof; or (iii) you or your Users' breach of any of your obligations under this Agreement, including any claim by a third party alleging that: (a) the Customer Data, including your and your Users' collection, retention or use of Customer Data infringes the rights of, or has caused harm to, a third-party; or (b) your use of the Services in breach of this Agreement infringes the rights of, or has caused harm to, a third-party, or otherwise violates applicable law.

11.4 Without prejudice to the foregoing, Section 11.3(iii) shall not apply to the extent that any such third-party claim alleges infringement or misappropriation of third-party Intellectual Property Rights solely attributable to: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (b) Sage-provided customisation, or fine-tuning data.

11.5 Indemnification Procedure. In the event of a potential indemnity obligation under this Section 11, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim; and (ii) control of, and reasonable assistance in, the defence and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

11.6 Exclusive Remedy. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this Section 11.

12. Limitation of Liability

12.1. General Liability. 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. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 AND YOUR OBLIGATIONS TO PAY SUBSCRIPTION FEES UNDER THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE SUBSCRIPTION FEES ACTUALLY PAID OR PAYABLE BY YOU TO US 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. Unlimited Liability. Nothing in this Agreement shall be construed so as to limit or exclude any liability which cannot be legally limited, including but not limited to liability for: (i) death or personal injury caused by a party's negligence; or (ii) fraud or fraudulent misrepresentation by a party.

12.3. Scope. The exclusions and limitations above apply to all causes of action, whether arising from breach of contract, tort, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss, provided that nothing in this Agreement shall limit or exclude any liability which cannot be excluded or limited as a matter of law. The allocation of risk in this Agreement is reflected in the level of fees payable hereunder. A party may not circumvent the limitations

of liability herein or receive multiple recovery under this Agreement by bringing separate claims or claims on behalf of its Affiliates.

13. General Provisions

13.1. Compliance with Laws. Each party shall comply with all applicable laws, statutes, codes and regulations in relation to the Services, including applicable anti-bribery and anticorruption laws, Applicable Law, Data Protection Laws, tax evasion laws and all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU ("**Relevant Requirements**"). You shall, and shall procure that persons associated with you shall: (i) comply with all Relevant Requirements; (ii) not engage in any conduct which would constitute an offence under, or otherwise breach, any of the Relevant Requirements; (iii) not do, or omit to do, any act that may lead Sage to be in breach of any Relevant Requirements; and (iv) have and maintain in place during the term of this Agreement your own policies and procedures to ensure and demonstrate compliance with the Relevant Requirements and will enforce them where appropriate.

13.2. Notwithstanding the generality of Section 13.1, the Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any U.S. government "denied persons list" (or equivalent targeted sanctions list) and that it and its Affiliates are not owned or controlled by a politically exposed person. You shall be obliged to notify us if, during the term of this Agreement, you or any of your Affiliates become named on any U.S. government "denied persons list" (or equivalent targeted sanctions list) or you become owned or controlled by a politically exposed person. In the event that these circumstances arise, we shall be entitled to terminate this Agreement immediately on written notice to you. You shall not permit anyone 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 you accept this Agreement. You shall have and shall maintain throughout the term of this Agreement appropriate procedures and controls to ensure and be able to demonstrate your compliance with this Section 13.1. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this section. In the event that this Section 13.1 is breached by you, we shall have a right to immediately suspend your use of the Services to the extent that we consider necessary without prior notice and/or terminate the Agreement immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any Damages arising out of or in connection with your (or your Affiliates) breach of this clause

13.2.

13.3. You shall assist in any due diligence process we may ask you to participate in from time to time to ensure your compliance with this Agreement and, in particular, Section 13.1 and Section 13.2. You shall provide us with all reasonable cooperation, information and assistance in relation to our due diligence processes for any purpose, including, but not limited to, enabling us to establish ownership and to identify any territory in which you and any or all of your Affiliates use and access the Services for whichever purpose. Your failure to engage in any such a process and/or provide the required information shall be deemed to be a material breach of this Agreement and we shall have a right to terminate this Agreement immediately on written notice to you.

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

13.5. Assignment. You may not assign, transfer, novate, charge, subcontract or deal in any other matters with any of your rights or obligations under this Agreement, whether in whole or in part, directly or indirectly, by operation of law merger, acquisition or otherwise without our prior written consent (not to be unreasonably withheld). Sage may assign, transfer, novate, charge, sub-contract, or deal in any other manner with this Agreement, whether in whole or in part, without your consent. Any attempted assignment in breach of this Agreement shall be void.

13.6. Remedies Not Exclusive. Except as expressly set out in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

13.7. Third Party Beneficiaries. Certain of the Services may be provided by our Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this Agreement to the extent of such Services. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce it.

13.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the use of the Services. Each party acknowledges that in entering into this Agreement it does not rely on and shall have no rights or remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) other than as expressly set out into this Agreement.

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

13.10. No Partnership or Agency. Each party is an independent contractor, and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other. We are entering into this Agreement as principal and not as agent for any other Sage company. Subject to any permitted assignment under Section 13.4, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us.

13.11. Waiver. A party's failure or delay to exercise or enforce any of its rights under this Agreement will not act as a waiver or continuing waiver of such rights. Such rights may only be waived in writing signed by the waiving party.

13.12. Force Majeure. Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations to the extent that such delay or failure is due to a Force Majeure Event.

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

13.14. Updates. From time to time, we may amend these terms. We will notify you of any material changes by promptly sending an email or posting a notice in the Services. By continuing to access or use the Services after such notice, you are indicating that you agree to be bound by the modified terms. Notwithstanding the foregoing, if the changes have a material adverse impact on and are not acceptable to you, then you must notify us within 30 days after receiving notice of the change. If we cannot accommodate your objection, then the prior terms shall remain in force until the expiration of your then-current

subscription period. Any renewed subscription will be governed by our then-current terms.

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

13.16. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with (a) the laws of the Province of Ontario if your primary use of the Services occurs in Canada and (b) the laws of the State of Georgia if your primary use of the Services occurs elsewhere, each without regard to the conflicts of laws provisions thereof. Each party irrevocably agrees that the following courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims): (i) the Province of Ontario if your primary use of the Services occurs in Canada, and (ii) Fulton County, Georgia if your primary use of the Services occurs elsewhere.

13.17. Notices. Except as otherwise specified in this Agreement, any formal notice required to be given 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 to have been duly received: (i) if sent by pre-paid mail, 48 hours after posting; (ii) if sent by courier, on the next business day; or (iii) if sent by email, at 9 a.m. recipient's local time on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt either expressly or by conduct.

13.18. Dispute Resolution. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this Section 13.18: (i) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the account managers of both parties shall attempt in good faith to resolve the Dispute; (ii) if the account managers are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to senior managers of both parties who shall attempt in good faith to resolve it; (iii) if the senior managers of both parties are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, then either party may pursue alternative dispute resolution remedies.

14. Additional Product Terms

14.1. Purchase Through a Reseller. The following supplemental terms apply if you purchase a subscription to the Services through a Reseller:

If you place an order for the Services with a Reseller then: (i) such document shall constitute an Order hereunder; (ii) your payment obligations under such Order shall be to the Reseller; and (iii) your acceptance of such Order shall be an acceptance of the Agreement between you and us for the provision and use of the Services, provided that 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) shall not be a part of the Agreement. First-tier technical support for the Services will be provided by the Reseller, unless otherwise set forth in the Order. Non-payment of fees owed to a Reseller under an Order shall constitute a material breach of this Agreement. If you grant a Reseller access to Customer Data

or to your Services account, such access shall constitute consent to the disclosure of Customer Data to Reseller pursuant to Section 8.3 above, and you will be responsible for terminating such access.

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

- (a) You will use reasonable efforts to provide Feedback to us regarding Pre-GA Services.
- (b) Upon notice to you, we may suspend or terminate your subscription for Pre-GA Services (if applicable) and/or your access to or use of Pre-GA Services. Sage may add, modify, or remove functionality, features, documentation or other aspects of Pre-GA Services at any time.
- (c) YOU ACKNOWLEDGE THAT PRE-GA SERVICES ARE PROVIDED “AS IS” AND “WHERE IS,” WITHOUT ANY WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAGE DISCLAIMS ALL WARRANTIES RELATING TO PRE-GA SERVICES, THE OUTPUT THEREOF, AND OTHER MATERIALS RELATED THERETO, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS. SERVICE LEVEL AGREEMENTS DO NOT APPLY TO PRE-GA SERVICES.
- (d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SAGE SHALL NOT BE LIABLE TO YOU FOR ANY (I) INDEMNIFICATION WITH RESPECT TO PRE-GA SERVICES, AND (II) ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL, RESULTING FROM YOUR USE OF PRE-GA SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THE FOREGOING EXCLUSION OF DAMAGES IS HELD TO BE UNENFORCEABLE, SAGE’S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FROM STATUTE OR OTHERWISE, IN CONNECTION WITH PRE-GA SERVICES, WILL NOT EXCEED \$1,000.

14.3. Special Product Terms. Certain Services or modules may be governed by additional terms. When agreed by you, such terms will become part of this Agreement.