



Sage End User License Agreement

This Agreement governs the use of the Software set forth in Customer's Order Form and any Service Plan Customer elects to purchase with respect to that Software.

BY DOING ONE OR MORE OF THE FOLLOWING (OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO SO ON CUSTOMER'S BEHALF), CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED AND ENTERED INTO THIS AGREEMENT WITH SAGE AND ANY ADDITIONAL TERMS AND CONDITIONS REQUIRED BY THIRD-PARTY PROVIDERS BY: (1) CLICKING "AGREE," "OK", OR A SIMILAR AFFIRMATION THAT APPEARS DURING ACTIVATION OF THE SOFTWARE OR PRIOR TO THE USE OF THE SOFTWARE, (2) SIGNING THIS AGREEMENT, OR (3) USING THE SOFTWARE. IF CUSTOMER DOES NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT OR ANY APPLICABLE TERMS AND CONDITIONS REQUIRED BY THIRD-PARTY PROVIDERS, EACH IN THEIR ENTIRETY AND WITHOUT MODIFICATION OR ADDITION, THEN CUSTOMER DOES NOT HAVE A LICENSE TO USE THE SOFTWARE.

BY ACCEPTING THIS AGREEMENT, CUSTOMER CONSENTS TO THE TRANSMISSION OF CERTAIN INFORMATION DURING ACTIVATION AND DURING ITS USE OF THE SOFTWARE TO SAGE PURSUANT TO THE SAGE PRIVACY NOTICE DESCRIBED IN SECTION 11.

1. Definitions

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

"Agreement" means this Sage End User License Agreement, the Supplemental License Terms, and all applicable Order Forms, each of which are incorporated herein by reference and made a part hereof.

"Customer" means the legal entity listed on the Order Form.

"Customer Support" means Software assistance that Customer receives by phone, email, chat, access to on-line information, or by similar means because Customer purchased a Service Plan.

"Documentation" means the Program specifications that are set forth in the Program help files and any release-related notes, guides, or manuals Sage publishes specific to the current version of the Program.

"Enabled Use" means that Sage has fulfilled the applicable software delivery process (enabling downloading of the Software, delivering activation codes for the Software, or otherwise), thereby enabling Customer to install and execute the Program.

"Maintenance Software" means Software that Sage delivers because Customer has purchased a Service Plan.

"Order Form" means any order form issued by Sage or an authorized reseller that describes the Software or Service Plan that Customer has elected to purchase and the corresponding fees for such purchase. Only order forms issued by Sage or an authorized reseller of Sage's Software constitute "Order Forms" under this Agreement. Customer-issued order forms, purchase orders, or similar documents are not Order Forms and have no force or effect.

"Program" means the Sage application, in object code format, identified in the Order Form, as updated by any Maintenance Software.

"Sage" means (i) Sage Software, Inc., a Virginia corporation, if you are domiciled in the United States or any country other than Canada, and (ii) Sage Software Canada Ltd., an Alberta corporation, if you are domiciled in Canada.

"Service Plan" means a plan Customer purchases for the provision of Customer Support and/or Maintenance Software for a specified period.

"Software" means collectively, the Program, the Documentation, any Maintenance Software, and any part thereof.

"Supplemental License Terms" means the additional terms and conditions associated with the Software located at <https://www.sage.com/en-us/legal/eula/> (if you are contracting with Sage Software, Inc.) or <https://www.sage.com/en-ca/legal/eula/> (if you are contracting with Sage Software Canada Ltd.), as updated by Sage from time to time in its discretion.

2. License

2.1. Grant. Subject to the terms and conditions of this Agreement and Customer's payment of all applicable fees, Sage grants to Customer and its Affiliates a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) license to use the Software.

2.2. Perpetual or Subscription Licenses. If Customer purchases a perpetual license, as evidenced by Customer's Order Form, then Customer shall have the right to use the Software for the term of this Agreement. If Customer purchases a license on a subscription basis, then Customer shall have the right to use the Software for the period stated in Customer's Order Form.



3. Restrictions

3.1. General. Sage and its licensors reserve all rights (including all applicable rights under intellectual property laws) not expressly granted in this Agreement. Further, the license contained in this Agreement does not include the right to, and Customer shall not, do any of the following: (i) make any copy of the Software, except as expressly set forth in section 3.2; (ii) distribute any copy of the Software (whether by renting, leasing, lending, sublicensing, time-sharing, or otherwise); (iii) use the Software for personal, family, household, or other non-business purposes; (iv) alter, modify, translate, decompile, disassemble, or reverse-engineer the Software or create any derivative work thereof; (v) remove or obscure any copyright or trademark notices from the Software; or (vi) use the Software in excess of the limitations set forth in this Agreement or the number and types of users, seats, or licenses purchased.

3.2. Installations; Copies. Customer or its Affiliates may only install the Software (i) on a computer system that Customer or its Affiliates own or (ii) only on a computer system not owned by Customer or its Affiliates if Customer or its Affiliates will be the only party with access to the installed Software. Customer or its Affiliates may make only a reasonable number of backup copies of the Software solely for the purpose of business continuity and disaster recovery and for reinstalling the Software, if reinstallation becomes necessary. Customer or its Affiliates may make one copy of the Software for use in a testing environment solely for testing purposes.

3.3. U.S. Government Restricted Rights. The Software is provided with restricted rights. Use, duplication or disclosure by the U.S. government (including its agencies and instrumentalities) is subject to restrictions set forth in 48 CFR 52.227-19 or DFARS 252.227-7014, as applicable.

3.4. Report-Writing. Any report-writing software contained within the Software may be subject to a restriction such that its use may be limited to accessing only the data that is created by, or used by, the Software.

4. Fees and Payment

4.1. Fees. Customer shall pay to Sage or its authorized reseller the fees set forth on any Order Form that Customer has signed. Unless otherwise stated in such an Order Form, all fees are due upon receipt of Sage's invoice. Once Sage has Enabled Use of the Software, all such fees are non-refundable except as otherwise expressly stated in this Agreement. Customer acknowledges that Sage may increase its license and other fees (i.e., in subsequent Order Forms) and therefore fees due for new or additional purchases, subscription renewals, or Service Plan renewals may be more than a previous purchase.

4.2. Automatic Billing. By subscribing to the Software or electing to utilize a recurring payment plan, Customer authorizes Sage to automatically charge Customer's credit card or bank account on file on a monthly or annual basis, as set forth in any Order Form that Customer has signed, until Customer terminates this Agreement. Customer is responsible for providing Sage with its most current billing information.

4.3. Unpaid Uses. Use of the Software in excess of the number and type of licenses purchased constitutes a material breach of this Agreement. Customer shall pay to Sage or its authorized reseller the additional license or subscription fees due for the unpaid use calculated in accordance with the applicable Sage retail price list in effect at the time payment is made. Any failure to make the foregoing payment within 30 days of the invoice date is also a material breach of this Agreement.

4.4. Late Payment; Non-Payment. If Sage or its authorized reseller does not receive any fees owed by the specified due date, 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 or of any other amounts due to Sage or an authorized reseller is a material breach of this Agreement.

5. Warranties

5.1. Software. Sage warrants that, during the 180-day period (the "Software Warranty Period") that commences on the date that Sage Enabled Use of the Software (whether for an initial license purchase or for Maintenance Software), the Software, when properly used, shall perform substantially in accordance with the Documentation. Sage warrants that, at all times, the Software shall be free of any harmful or malicious code. Sage does not otherwise warrant or represent that Customer's use of the Software will be uninterrupted or error-free. If Customer reports to Sage in writing within the Software Warranty Period any nonconformity between the Documentation and the Software (a "Warranty Claim"), and if Sage is able to replicate and verify that such nonconformity exists, Sage shall attempt to correct such nonconformity and supply Customer with such correction at no additional cost. If such efforts are unsuccessful and the nonconformity is material, Customer's sole remedy for a breach of the warranty described in this section 5.1 shall be as follows: Customer may terminate this Agreement, discontinue use of, and return or destroy all copies of the Software, and Sage will ensure that Customer receives a refund of the fees paid for the Software or the Maintenance Software (as applicable) during the applicable Software Warranty Period.

5.2. Customer Support. If Customer is entitled to receive Customer Support as part of a separately purchased Service Plan, Sage warrants that while Customer's Service Plan is in effect and if it has paid all required Service Plan fees, Sage will use qualified personnel to provide Customer Support in a professional manner consistent with industry standards. Customer's sole remedy under this section 5.2 is limited to Sage's re-performance of the Customer Support services giving rise to Customer's claim.

5.3. Other Limitations.

5.3.1. Third-Party Implementations. Unless Sage has agreed in writing to provide software implementation services to implement the Program at Customer's place of business, Customer is responsible for engaging a qualified party to provide implementation services. Customer is responsible for independently investigating the skills and qualifications of such party.



Sage shall have no liability whatsoever for any failure associated with such implementation services, even if the party Customer engages is an “authorized” or “certified” reseller, consultant, or installer of Sage products.

- 5.3.2. Modifications. Sage shall not have any liability under these limited warranties for any Software that has been modified, lost, stolen, or damaged by accident, abuse, or misapplication.
- 5.3.3. No Other Warranties. No employee, agent, or representative of Sage, nor any reseller or any other third party, is authorized to make any warranty with respect to the Software, and Customer may not rely on any such purported warranty.

5.4. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED ON AN “AS IS” BASIS AND IS ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. SAGE, ON BEHALF OF ITSELF, ITS AFFILIATES, AND ITS LICENSORS, DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES, AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. NEITHER SAGE, ITS AFFILIATES, NOR ITS LICENSORS WARRANT THAT CUSTOMER’S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, DOCUMENTATION, AND/OR THE INFORMATION OBTAINED BY CUSTOMER THROUGH USING THE SOFTWARE WILL MEET CUSTOMER’S REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS. SAGE IS NOT RESPONSIBLE FOR ANY PERFORMANCE ISSUES OR ERRORS WITH THE SOFTWARE THAT ARISE FROM CUSTOMER’S DATA OR ANY THIRD PARTY. CUSTOMER ACKNOWLEDGES THAT SAGE DOES NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL, OR OTHER ADVICE TO CUSTOMERS, USERS, OR ANY THIRD PARTIES.

6. Term and Termination

6.1. Commencement. This Agreement takes effect on the date set forth on the initial Customer-signed Order Form and continues until terminated in accordance with this Agreement.

6.2. Customer’s Termination Rights.

- 6.2.1. Subscription Terminations. If Customer subscribes to the Software, then Customer may terminate this Agreement at any time by giving Sage 30 days’ prior written notice.
- 6.2.2. Other Terminations. If Customer does not subscribe to the Software, then Customer may terminate this Agreement at any time by giving Sage prior written notice.

6.3. Sage’s Termination Rights. If Customer breaches its obligations under this Agreement (including by not paying any fees when due), then this Agreement shall automatically terminate.

6.4. Effect of Termination. Any termination of this Agreement shall result in termination of the licenses granted hereunder. Further, terminating a subscription may result in the Software reverting to “read-only” mode and the loss of access to any features that require a Service Plan (i.e., Sage Business Care). If Customer terminates a subscription pursuant to section 6.2.1, then Customer shall receive a refund of any pre-paid but unused fees remaining in its then-current subscription period. Customer’s election to reduce the number of users it has purchased or to deactivate optional modules or features of the Software it has purchased is not a subscription termination under this section and does not entitle Customer to any refund. Customer shall not receive any refunds for exercising any termination right under section 6.2.2.

6.5. Survival. Any provision in this Agreement that when reasonably read as intended to survive the termination of this Agreement shall survive, including without limitation, the disclaimer of warranties in section 5 and limitations of liability in section 8.

7. Indemnification

7.1. Covered Claims. Subject to sections 7.2 and 7.3, Sage shall defend Customer and its Affiliates in any third-party claim alleging that the Software infringes or misappropriates the intellectual property rights of a third party and pay any resulting costs and damages finally awarded by a court with respect to any such third-party claim. If the Software infringes (or Sage reasonably believes it may infringe) a third-party’s intellectual property rights, Sage may, at its own expense and option: (i) procure the right for Customer to continue use of the Software; (ii) replace or modify the Software so that it becomes non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate this Agreement.

If this Agreement is terminated pursuant to the foregoing clause (iii), then Sage shall refund or credit Customer fees as follows. If Customer has a perpetual license, the refunded or credited fees shall be a pro rata portion of the fees incurred for the purchase of Customer’s initial license and all upgrades, which pro rata portion will be determined on the basis of the remaining period of a useful life of 5 years, where the five-year useful life begins on the date of Customer’s initial license purchase. If Customer has purchased a subscription, the refunded or credited fees shall be the pre-paid but unused fees remaining in the then-current subscription period set forth in Customer’s Order Form (starting from the date upon which this Agreement is terminated pursuant to the foregoing clause (iii) through the end of the then-current subscription period).



7.2. Exceptions. Sage's obligations under section 7.1 do not extend to any claim (i) arising from the combination of the Software with other elements not under Sage's sole control, or (ii) arising from any part of the Software that Customer, its Affiliates, or any other third party modifies, or that incorporates specifications, designs or formulas that Customer or its Affiliates provides.

7.3. Indemnification Procedure. In the event of a potential indemnity obligation under this section 7, Customer shall provide Sage with: (i) prompt written notice of the claim or a known threatened claim, such that Sage's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defense and settlement of the claim, at Sage's expense. Sage shall have the right to settle any such claim in Sage's sole discretion and at Sage's expense.

7.4. Exclusive Remedy. The indemnification obligations set forth in this section 7 are Sage's sole and exclusive liability and Customer's exclusive remedy for any third-party claim described in this section.

8. Limitation of Liability.

8.1. No Consequential Damages. 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.

8.2. Limit on Direct Damages. EXCEPT FOR (I) SAGE'S OBLIGATION WITH RESPECT TO AN INDEMNITY CLAIM, (II) CUSTOMER'S OBLIGATIONS TO PAY FEES UNDER THIS AGREEMENT, OR (III) EITHER PARTY'S LIABILITY RESULTING FROM FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NEITHER PARTY'S AGGREGATE LIABILITY SHALL EXCEED (A) THE FEES PAID BY CUSTOMER TO SAGE IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) THE FEES PAID TO SAGE WITH RESPECT TO CUSTOMER'S INITIAL ORDER FORM, WHICHEVER IS GREATER.

8.3. 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. The parties agree that the allocation of risk in this Agreement is reflected in the level of fees payable under this Agreement. A party may not circumvent the limitations of liability herein or receive multiple recoveries under this Agreement by bringing separate claims on behalf of its Affiliates.

9. Governing Law & Dispute Resolution

9.1. Law. The validity, construction, and application of the Agreement will be governed by the internal laws of (i) the State of Georgia (if you are contracting with Sage Software, Inc.) or (ii) the Province of Ontario (if you are contracting with Sage Software Canada Ltd.), in each case excluding its conflict of laws provisions.

9.2. Arbitration. The parties agree to resolve all disputes related to this Agreement by binding individual arbitration before one arbitrator and will not bring or participate in any representative action. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, and shall take place in (i) Atlanta, Georgia (if you are contracting with Sage Software, Inc.) or (ii) Toronto, Ontario (if you are contracting with Sage Software Canada Ltd.). Any challenge to arbitrability shall be decided by the arbitrator. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event a party seeks injunctive relief from a court, the parties consent to the exclusive jurisdiction and venue of the courts located in (i) Atlanta, Georgia (if you are contracting with Sage Software, Inc.) and (ii) Toronto, Ontario (if you are contracting with Sage Software Canada Ltd.). This section 9.2 shall not apply to Sage's enforcement of Customer's payment obligations or to Sage's enforcement or protection of any of its intellectual property rights.

9.3. Language. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. ***Les Parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.***

10. Compliance

10.1. Sanctions and Restricted Territories. At all times during the term of this Agreement and Customer's use of the Software, Customer hereby confirms that: (i) it shall conduct its business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities, including but not limited to the Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom and the European Union; (ii) neither it nor any of its Affiliates is named on any "denied persons list" (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor is Customer or any of its Affiliates owned or controlled by a politically exposed person; and (iii) Customer has and shall maintain appropriate procedures and controls in place to ensure and be able to demonstrate its compliance with this section 10.1. Customer may not permit its users to access or use the Software in violation of any U.S. export or sanctions law or regulation or in any Restricted Territories (as defined below). Such access and/or use is not permitted by Sage and shall constitute a material breach of this Agreement, and where Sage is aware of or suspects Customer (or any of its users) to be accessing, Using, permitting or otherwise facilitating such access and/or use in any Restricted Territory in breach of such laws or regulations, Sage may immediately suspend Customer's use of the Software to the extent that Sage considers necessary without prior notice, and Sage shall promptly notify Customer of such suspension and investigate any potential breach. Customer shall promptly notify Sage if it has violated, or if a third party alleges that it has violated, this section 10.1. If Sage has grounds to suspect that Customer is accessing and/or Using the Software in violation of this section 10.1, Customer shall provide Sage with full cooperation and assistance in respect of such access and/or use of the Software and in respect of Customer's compliance with this section 10.1. Customer shall indemnify Sage and its Affiliates against any claims, costs, damages, losses, liabilities and expenses (including



attorneys' fees and costs) as a result of Customer's (or its users') breach of this section 10.1. As used in this section 10.1, "Restricted Territories" means any country or territory that is subject to government-wide or comprehensive sanctions by the United States, the United Kingdom, or the European Union.

10.2. Software Audits. Upon reasonable prior written notice to Customer and subject to Customer's reasonable and documented information security policies and procedures, Sage may audit Customer's use of the Software to ensure that Customer complies with section 3 (Restrictions). If an audit reveals that Customer has underpaid fees or owes fees to Sage, Sage will invoice Customer for the underpayment or amount due pursuant to section 4.3 (Unpaid Uses).

11. Privacy

11.1. Processing of Usage Data. Sage may collect and use data resulting from Customer's installation and use of the Software for Sage's legitimate business purposes ("Usage Data"). Usage Data includes information about Customer's hardware, when Customer installs the Program, and how Customer uses the Software (i.e., which functionality is selected, which in-product help and services that Customer utilizes, etc.). Usage Data does not include any data that Customer inputs into the Software. Further, Customer acknowledges that Sage may collect, use, and disclose Usage Data as described in the Sage Privacy Notice posted at <https://www.sage.com/en-us/legal/privacy-and-cookies/> (if you are contracting with Sage Software, Inc.) or <https://www.sage.com/en-ca/legal/privacy-and-cookies/> (if you are contracting with Sage Software Canada Ltd.), or such other URL as Sage may notify Customer of, and as may be described in the user interface associated with the Software's applicable features.

11.2. Processing of EU Data. If the European Union's General Data Protection Regulation 2016/679 applies to Sage's processing or controlling of personal data, then the Data Processing Addendum posted at <https://www.sage.com/en-us/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-processing-agreement/> or such other URL as Sage may notify Customer of, shall apply. Sage may amend such Data Processing Addendum from time to time and in its discretion.

12. Miscellaneous

12.1. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

12.2. Notices. Notices required to be sent under this Agreement shall be sent (i) to Customer at the address set forth in its most recent Order Form, (ii) to Sage at Sage Software, 1715 N. Brown Road, Building B, Lawrenceville, Georgia 30043, Attn: Legal Department, or (iii) to such other addresses as either party may provide in writing pursuant to this section. Such notices will be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person or by certified mail return receipt requested.

12.3. Excused Performance; Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, acts of war, terrorism, acts of governments such as expropriation, condemnation, embargo, changes in laws, and shelter-in-place or similar orders, or other causes beyond the performing party's reasonable control.

12.4. Assignment. Sage may assign this Agreement to an Affiliate upon written notice to Customer. Customer may not assign this Agreement without Sage's prior written consent. If Sage (in its discretion) consents to the Assignment, Customer acknowledges that such consent may be conditioned upon the assignee (i) accepting this Agreement in writing; (ii) agreeing to reasonable transfer requirements required by Sage, (iii) if the assignment is part of a sale of less than all of the Customer's assets, ensuring that Customer does not retain a copy of the Software, or (iv) taking all or any combination of the foregoing actions. Any other purported assignment of this Agreement shall be void.

12.5. Conflicts. If there is any conflict between the main body of this Agreement (sections 2 through 12 herein), any Order Form, or any Supplemental License Terms, then the main body of this Agreement will govern.

12.6. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions (including any purchase order, proposal, confirmation, advertising, representation, or other communication) with respect to its subject matter.

12.7. Severability. If any provision of this Agreement is found to be void, invalid, or unenforceable, it shall be severed from and shall not affect the remainder of this Agreement, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision which conforms to applicable law and embodies as closely as possible the original intent of the parties.

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