

## **Sage Software, Inc. License Agreement for Sage DacEasy Software Products**

**IMPORTANT - PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS:**

This Sage Software, Inc. License Agreement for Sage DacEasy Software Products (the "Agreement") is a legal agreement between you or the company that you are authorized to represent ("You") and Sage Software, Inc. ("Sage"). This Agreement governs your use of the accompanying Sage DacEasy computer software programs and services not covered by a separate license agreement and all printed and electronic manuals, guides, bulletins, and online help (the "Documentation") and any modifications, updates, revisions or enhancements received by You from Sage or its dealers (collectively, the "Program"). You acknowledge and accept the terms and conditions of this Agreement by installing this computer software.

This Agreement limits and excludes warranties and remedies regarding the Program, exempts Sage and other persons from liability or limits their liability, and contains other important provisions that You should read. Your access to or use of the Program may also be subject to your acceptance of separate agreements with Sage and/or third parties.

BY SELECTING THE "I ACCEPT" BUTTON OR BY ACCESSING, DOWNLOADING, INSTALLING, OR USING THE PROGRAM, YOU ACKNOWLEDGE AND SIGNIFY YOUR ACCEPTANCE AND AGREEMENT, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT, AND IF YOU ARE AN INDIVIDUAL REPRESENTING A COMPANY OR OTHER PERSONS THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT AND AGREE TO THE AGREEMENT ON BEHALF OF THE COMPANY OR OTHER PERSONS YOU REPRESENT OR ON WHOSE BEHALF YOU ARE INSTALLING OR USING THE PROGRAM.

IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD IMMEDIATELY CANCEL THE INSTALLATION PROCESS AND RETURN THE PACKAGE AND ITS CONTENTS TO SAGE IN ACCORDANCE WITH SAGE'S RETURN POLICY.

YOU MUST ACTIVATE THE PROGRAM WITHIN THE FIRST THIRTY (30) DAYS OR THE PROGRAM WILL BECOME DISABLED.

### **1. RETURN POLICY.**

If you have licensed this Program as part of a Sage Business Care plan ("Sage Business Care") and if this is the initial term of your subscription, You must cancel your Sage Business Care subscription and return the Program within thirty (30) days from your payment of the associated license fee, as evidenced by your receipt, in order to receive a refund of the license fee from Sage.

If You have licensed the Program by renewing your subscription to Sage Business Care, then You are not eligible to return the Program for a refund. You must cancel your Sage Business Care subscription at least ten (10) days prior to its renewal date in order not to be charged the renewal rate.

If You licensed the Program as an upgrade to an existing license and You did not subscribe to Sage Business Care then You must return the Program within thirty (30) days from your payment of the associated license fee, as evidenced by your receipt, in order to receive a refund of the license fee from Sage.

### **2. GRANT OF LICENSE.**

Subject to your compliance with all terms of this Agreement, Sage hereby grants to You a limited, nontransferable, non-exclusive license to use the Program under the terms stated in this Agreement for use in your business or profession. The grant of rights hereunder to the Program is not a sale of the Program or any portion thereof and does not convey any rights of ownership in the Program. Sage reserves all rights not expressly granted by this Agreement and You hereby acknowledge that all title and ownership of the Program and all associated intellectual property rights are and shall remain with Sage.

### **3. LICENSE RESTRICTIONS.**

This Agreement does not include the right to perform any of the following and You agree to refrain from performing any of the following:

- a. You may not make copies, translations, or modifications of or to the Program or any portion thereof, except You may make one (1) copy of the Program for backup purposes in support of your use of the Program.

You may make a second copy of the Program for use on either: (i) your home computer; or (ii) a portable computer that You own or use in your business or profession, to the extent that such computer is used by You as a secondary computer. You must reproduce all copyright, trademark, trade secret and other proprietary notices on any such copies of the Program. All copies of the Program are subject to the terms and conditions of this Agreement.

- b. If You have licensed a single-user version of the Program, the Program shall be used and accessed solely in accordance with a single user arrangement. "Single-user arrangement," as used herein, means that the Program and any data stored on a local area network is accessed by one user. The Program may be used by You at a single location on a single computer, which You own or use in your business or profession and for which the Program is designed to operate.
- c. You have the right to use the Program on a local area network. You must acquire and dedicate a license for each separate computer on which the Program is installed within or outside the network. A license for the Program may not be shared or used concurrently on different computers. Unless You have licensed a network version of the Program, each licensed user may access data stored on a local network one at a time.
- d. If You have licensed a network version of the Program, the Program shall be used and accessed solely in accordance with a multiple user arrangement. "Multiple-user arrangement," as defined herein, means that the Program and any data stored on a local area network may be accessed by up to twenty (20) users concurrently. If You have licensed a network version of the Program You have the right to install the Program on up to twenty (20) computers and the right to access the same data concurrently by up to twenty (20) users.
- e. If you have licensed a trial version of the Program, such trial version is for evaluation use only. You may use the trial version of the Program with the feature and capacity limitations stated within the Program for thirty (30) days. After the thirtieth (30th) day, the trial version of the Program will expire. The trial version of the Program must not be used for the purpose of upgrading existing Program databases.
- f. If you have licensed and are using more than one (1) module of the Program, all modules must be of the same version in order for them to integrate.
- g. You may not use the Program within a Windows Terminal Server environment. Likewise, client machines running the Program cannot access it using Windows Terminal Services.
- h. You may not sell, distribute, lease, rent, sublicense, modify, change, alter, assign or transfer the Program or this license, except that: (i) You may transfer the license to a party that purchases all or substantially all of the assets of your business, provided that You notify Sage in writing prior to the distribution of the Program to the purchasing party, and the purchasing party agrees in writing to be bound by the Agreement; or (ii) upon written permission from Sage, You may transfer the license to a party that agrees to be bound by this Agreement. You may not reverse-engineer, reverse-translate, disassemble, or decompile the Program, or any portion thereof, or otherwise attempt to discover the source code or structural framework of the Program. You may not create any derivative work based upon the Program by altering, modifying or translating the code of the Program. You may not obscure or remove any copyright or trademark notice from the Program.
- i. You may not use the Software in excess of: (i) the limitations set forth in this Agreement, and (ii) the number and types of users, seats or licenses You purchase or rightfully acquire. Use of the Software in excess of the number and type of licenses You purchased constitutes a material breach of this Agreement and (iii) You agree to pay to Sage 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, and (iv) failure to make the foregoing payment within thirty (30) days of Sage's invoice date is also a material breach of this Agreement and results in the automatic termination of this Agreement without notice.
- j. Sage reserves all rights not expressly granted to You in this Agreement.

#### 4. LIMITED WARRANTY.

- a. The following limited warranty applies to You only if You are the original licensee of the Program. Sage warrants that the Program substantially conforms to the specifications contained in the Documentation that was included in the original packaging with the Program and/or located within the software for a period of thirty (30) days from your purchase, as evidenced by your receipt (the "Limited Warranty Period"), provided that the Program is used on the computer operating system for which it was designed. Sage further warrants that the media on which the Program is furnished will be free from defects in material or workmanship for the Limited Warranty Period. Receipt of revisions or updates to the Program shall not restart or otherwise affect the

warranty period for previously delivered copies. Sage does not represent or warrant that your use of the Program will be uninterrupted or error free.

b. Provided You notify Sage in writing during the Limited Warranty Period of a substantial non-conformity between the Documentation and the Program, and if Sage is able to replicate and verify that such substantial non-conformity exists, Sage shall replace or correct the Program, at Sage's sole option, so that the Program substantially conforms to the specifications or replace the defective media, as the case may be, or You may return all copies of the Program and Sage shall remit to You the license fee You paid, up to the amount of Sage's suggested list price for the Program. This section 4(b) states your SOLE AND EXCLUSIVE REMEDY for any breach of warranty hereunder.

c. No employee, agent or representative of Sage, nor any reseller (including the person or company who sold You the Program) or any other third party, is authorized to make any warranty with respect to the Program, except those expressly stated in sections 4(a) and 4(b) of this Agreement, and You may not rely on any such unauthorized warranty.

5. **DISCLAIMER OF WARRANTIES.**

a. The foregoing warranties and remedies are exclusive. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 4(a) AND 4(b) OF THIS AGREEMENT, SAGE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM AND ANY SERVICES FURNISHED IN CONNECTION WITH THIS AGREEMENT. SAGE DOES NOT WARRANT THAT THIS SOFTWARE IS FREE OF BUGS, VIRUSES, IMPERFECTIONS, ERRORS, OR OMISSIONS. SAGE SPECIFICALLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (I) OF MERCHANTABILITY; (II) FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; OR (IV) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IF YOU ARE ACTING AS A CONSUMER, SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING MAY NOT APPLY TO YOU.

b. SAGE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE OPERATION OF THE PROGRAM ON OTHER THAN THE COMPUTER AND OPERATING SYSTEM IDENTIFIED IN THE DOCUMENTATION, ACTS OF ABUSE OR MISUSE BY YOU OR MODIFICATIONS OR UNAUTHORIZED REPAIRS. SAGE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE PROGRAM OR ANY OTHER ITEMS OR SERVICES PROVIDED BY SAGE.

c. You acknowledge that any data entry, conversion or storage is subject to the likelihood of human and machine errors, malicious manipulation, omissions, delays, and losses, including, but not limited to, inadvertent loss of data or damage to media that may result in loss or damage to You and/or Your property, and/or Your detrimental reliance on maliciously manipulated data. Sage shall not be liable for any such errors, omissions, delays, or losses. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, adopting procedures to ensure the accuracy of input data, examining and confirming results prior to use, adopting procedures to identify and correct errors and omissions, replacing lost or damaged media, and reconstructing data.

d. Any Sage partner, reseller, installer, or consultant is not affiliated with Sage in any capacity other than as a partner, reseller, installer, or consultant of Sage's products and has no authority to bind Sage or modify any license or warranty. Sage makes no representations, warranty, endorsement, or guarantee with respect to the skills or qualifications of any Sage partner, reseller, installer, or consultant and You are encouraged to independently investigate their skills and qualifications.

6. **DISCLAIMER REGARDING ADD-ON PRODUCTS AND SERVICES.**

Optional products and services including, but not limited to, the Sage DacEasy Payroll Tax Update Service and credit and debit card processing (the "Add-On Products and Services") are available to You through the Program and may require a credit card, approval by a third party, internet access, and/or additional fees, and may also require You to accept a separate license agreement or abide by terms and conditions for use. In order to access certain of these Add-On Products and Services, Sage may allow You to link with other websites that are owned by third-party vendors (the "Vendors"). Under no circumstances shall Sage, or its subsidiaries or affiliates, be responsible or liable in any way for the Add-On Products and Services offered by the Vendors.

Matters relating to credit transactions, such as chargebacks of credit card charges, are the responsibility of the institution that handles your account.

Sage requires that if You use the Add-On Products and Services, You be licensed on a supported version of both the Program and any Add-On Products and Services. Only the current version of the Program is supported. If You are not on the current version, You must license an upgrade to this latest version. Pre-printed checks and forms are not included with this Program. Preprinted forms may be ordered from Sage Checks and Forms or purchased from a local supplier.

#### 7. DISCLAIMER REGARDING LINKS TO EXTERNAL SITES.

The Program may include links to other websites on the Internet that are owned and operated by third parties not under the control of Sage. Sage provides the links for your convenience only and does not provide a warranty of any type regarding the actions of such third parties or the security of information sent to such third parties while You are using their websites. Under no circumstances shall Sage, or its subsidiaries or affiliates, be responsible or liable in any way for the availability of services or products offered, or the content located on or through, any such third party's website.

#### 8. DISCLAIMER REGARDING PERVASIVE DATA COLLECTION.

The database in the Program is provided by Pervasive Software, Inc. ("Pervasive"). As part of their effort to ensure activation of valid software licenses, Pervasive will collect software and system information, including but not limited to, information about your hardware, network and operating system to uniquely associate the computer with your Pervasive licenses. Data is also collected during uninstalls, product updates and any license management. No personal identity information is collected.

#### 9. INDEMNIFICATION.

a. If You receive notice of any claim that your use of any part of the Program infringes any third party's intellectual property right in a patent, copyright, or trade secret (an "Indemnity Claim"), Sage shall defend and shall indemnify and hold You harmless by paying any resulting costs and damages finally awarded by a court with respect to any such Indemnity Claim provided that You:

- i. Notify Sage in writing promptly upon becoming aware of the Indemnity Claim,
- ii. At Sage's request and expense, give Sage such information and assistance as is reasonable under the circumstances, and
- iii. Give Sage the right to settle the Indemnity Claim in Sage's sole discretion and at Sage's expense.

b. If You are prevented from using the Program because of an actual or claimed infringement, then at Sage's option, Sage shall promptly either obtain for You the right to continue using the affected part of the Program, replace or modify the affected part of the Program so that it becomes non-infringing, or if none of the foregoing alternatives are possible after Sage exercises commercially reasonable efforts, You may terminate this Agreement upon written notice to Sage and Sage will refund to You any prepaid fees covering the remainder of the term of this Agreement.

c. This indemnification does not extend to any Indemnity Claim arising from: (i) the combination of the Program with other elements not under Sage's sole control; (ii) any part of the Program that You or a third-party modify or that incorporates specifications, designs or formulas that You provide; (iii) your breach of this Agreement; or (iv) your continued use of the infringing element of the Program after Sage has notified You not to use it.

d. THIS SECTION 9 SETS OUT SAGE'S ENTIRE LIABILITY FOR ANY INDEMNITY CLAIM.

#### 10. EXPORT RESTRICTIONS.

You shall abide by all domestic and foreign federal, state, provincial and local laws, ordinances, rules and regulations applicable to the transactions contemplated hereunder. You shall comply with all applicable export control laws, restrictions, and regulations in effect from time to time in the jurisdiction in which You are resident or in which the Program is used, including without limitation and to the extent applicable the United States Export Administration regulations, the International Traffic in Arms regulations and any regulations or licenses administered by the Department of the Treasury's Office of Foreign Assets Control. You represent and warrant that You are not located in, under the control of, or a national or resident of, any restricted country or of any designated entity or person.

## 11. SUPPORT.

- a. Sage disclaims any responsibility to provide any customer support except as may be agreed under a separate agreement to render support services or in conjunction with a Sage promotional offering or a bundled product offered by Sage. If You are a first-time Sage DacEasy customer your Program comes with Sage Business Care, which must be activated with a valid credit card number prior to use. If You are an existing Sage DacEasy customer, unless You have licensed the Program with Sage Business Care, upon registration of the Program, You will receive one (1) free Customer Support call within thirty (30) days of your payment of the license fee, as evidenced by your receipt. All other support requires purchase of a support option, as outlined in any special offers that Sage may from time to time send You, or on the Sage DacEasy website at <https://www.sage.com/en-us/products/sage-daceasy/>. Sage does not provide technical support for trial or educational versions of the Program.
- b. Sage Business Care. Your licensing of the Product may include a Sage Business Care plan. Sage Business Care plans include varying levels of support and may include additional benefits as outlined on the Sage DacEasy website or in any promotional offerings sent to you by Sage. All Sage Business Care plans are for a term of twelve (12) months and automatically renew up to one (1) week prior to the anniversary of your purchase date (your "Renewal Date"). You will be notified when your Renewal Date is approaching and then on your Renewal Date, the credit card that Sage has on file for You will be billed in the amount of the then-current renewal fee. You may cancel the automatic renewal of your Sage Business Care plan with at least ten (10) days' notice prior to your Renewal Date. Should You decide to cancel your plan, You will continue to receive critical updates to the Program as long as the Program is supported by Sage but will not be able to access support or receive any upgrades to the Program without the payment of additional fees.
- c. You must have a valid license for a supported version of the Program in order to be eligible to receive Customer Support. The current version is the only supported version of the Program and if You are not on the current version, You must license an upgrade to this latest version.

## 12. TERMINATION OF SUPPORT AND OTHER SERVICES.

Software has a limited useful life for various reasons including changes in technology. You are free to decide and responsible for deciding when to upgrade the Program. Sage reserves the right to terminate Customer Support and all other services (including but not limited to any connectivity to any Add-On Products and Services) applicable to the Program in the event that the Program has become inoperable or incompatible with current operating systems, hardware, Add-On Products and Services or other technologies or as otherwise set forth on the Sage DacEasy website at <https://www.sage.com/en-us/products/sage-daceasy/>. To obtain up-to-date information regarding which products, releases and related services are currently supported, visit the Sage DacEasy website or contact a customer service representative. If you are not operating a supported release or service, it may be necessary to license an upgrade or replacement product or service in order to continue to receive Customer Support and/or other updates. Any updates licensed by You are considered part of the Program and subject to the terms and conditions of this Agreement, except to the extent a separate license agreement is provided in connection with such update. Any replacement products or upgrades will be governed by a separate agreement.

## 13. TAX UPDATES.

The Program includes payroll tax tables which are up-to-date at the time of initial release, however, may be non-compliant at the time of purchase due to changes in federal, state or local tax laws. In order for the Program to automatically calculate payroll taxes, You may either: (a) subscribe to the Sage DacEasy Payroll Tax Update Service to receive the federal, state and key local tax rates; or (b) manually maintain the rates in the payroll tax tables. Some changes to tax configurations or formatting will require a subscription to the Sage DacEasy Payroll Tax Service in order to receive updates to the Program to accurately calculate payroll taxes. The Program includes regulatory forms (the "Forms") which are up-to-date at the time of production, however, may be non-compliant at the time of purchase due to changes in federal, state or local tax laws and therefore are not suitable for filing. To keep the Forms in regulatory compliance, You must subscribe to the Sage DacEasy Payroll Tax Update Service to receive tax law updates and regularly updated Forms. Sage does not provide payroll tax updates for releases of the Program that are not supported in accordance with the Sage DacEasy Obsolescence Policy and therefore, You may be required to upgrade to the latest version in order to continue to subscribe to the Sage DacEasy Payroll Tax Update Service.

The Program does not include sales tax rates. In order for the Program to automatically calculate sales tax You may manually set up the sales tax tables. Sage makes no warranty, express or implied, that the Program's sales tax table structure supports all sales tax localities.

#### 14. RECOMMENDED ENVIRONMENT.

This Program has been designed to work optimally in the environment documented within the Documentation. Any defects, inconsistencies, or issues arising out of operating outside the parameters set forth therein may not be supported by Sage and may require You to pay additional maintenance/upgrade costs to Sage to rectify.

#### 15. LIMITATION OF LIABILITY.

BECAUSE SOFTWARE IS INHERENTLY COMPLEX AND MAY NOT BE FREE FROM ERRORS, YOU ARE ADVISED TO VERIFY THE WORK PRODUCED BY THE PROGRAM. TO THE FULLEST EXTENT PERMITTED BY LAW, SAGE'S LIABILITY TO YOU FOR ANY DAMAGES OR LOSSES ARISING HEREUNDER, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AND NOT EXCEED THE GREATER OF THE AMOUNT OF LICENSE AND SUPPORT FEES PAID BY YOU TO SAGE, OR SAGE'S SUGGESTED LIST PRICE FOR USE OF THE PROGRAM. TO THE FULLEST EXTENT PERMITTED BY LAW, SAGE SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF TIME, LOSS OF ANTICIPATED PROFITS, REVENUE OR DATA, OR COSTS INCURRED IN CONNECTION WITH OBTAINING SUBSTITUTE SOFTWARE, EVEN IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Sage will have no responsibility for the Program if any portion of the Program has been modified, lost, stolen or damaged by accident, abuse or misapplication.

#### 16. PROCESSING OF EU DATA.

To the extent the EU General Data Protection Regulation 2016/679 (the "GDPR") governs Sage's processing or controlling of personal data, then the Data Processing Addendum posted [here](#) (or such other URL as Sage may notify You of), and which may be amended by Sage from time to time, shall apply. In the event of any express conflict between the terms and conditions of such Data Processing Addendum and any other provision of this Agreement, such Data Processing Addendum shall govern.

#### 17. U.S. GOVERNMENT RESTRICTED RIGHTS.

If the Program is to be provided under a U.S. Government contract, the U.S. government's right to use, modify, reproduce, release or disclose the Program is subject to restrictions set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs(c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52-227-19, as applicable. The contractor/manufacturer is Sage Software, Inc., 271 17<sup>th</sup> Street NW, Suite 1100, Atlanta, GA 30363.

#### 18. TERM AND TERMINATION.

- a. This Agreement shall commence on the date You install the Program and shall continue until the earlier of: (i) the date it is terminated in accordance with the terms herein; (ii) your acceptance of a superseding license agreement; or (iii) the expiration of the trial period, if applicable.
- b. This license, and all of Sage's obligations hereunder, automatically terminate if You fail to comply with any provision of this Agreement. Upon the termination or expiration of this Agreement for any reason whatsoever: (i) the license granted hereunder shall immediately cease; and (ii) You shall immediately stop using the Program in any way and, within ten (10) days after the effective date of expiration or termination deliver to Sage, or certify that You have destroyed, all copies of the Program.

#### 19. ANTI-BRIBERY AND CORRUPTION.

Each party will and will procure confirmation that persons associated with them:

- a. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");
- b. not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
- c. not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;
- d. promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement;
- e. have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

20. MISCELLANEOUS.

- a. As a user of the Program, You assume the responsibility for the selection of the Program as being appropriate for your purposes. You understand and agree that: (i) You are solely responsible for the content and accuracy of all reports and documents prepared with the Program; (ii) using the Program does not relieve You of any professional obligation concerning the preparation and review of such reports and documents; (iii) You do not rely upon Sage or the Program for any advice or guidance regarding the appropriate tax treatment of items reflected on such reports or documents; (iv) You will review any calculations made by using the Program and satisfy yourself that those calculations are correct; and (v) Sage's support service is designed to offer technical support for issues regarding the features and functionality of this Program in the recommended operating environments only.
- b. To the fullest extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation you have received has been provided solely for your convenience. In the event You have entered into this Agreement by means of the display of a translated version of this Agreement in a language other than U.S. English, you may request a U.S. English language version of this Agreement by notice to Sage. To the fullest extent permitted by law, all correspondence and communication between You and Sage under this Agreement must be in the English language.
- c. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Georgia. Sage and You acknowledge and agree that, subject to the requirement of binding arbitration set forth below, the U.S. District Court for the State of Georgia, or if such court lacks jurisdiction, the appropriate court in Fulton County, Georgia, shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising, either directly or indirectly, under or in connection with this Agreement. The parties further agree that in the event of litigation arising out of or in connection with this Agreement in these courts, they will not contest or challenge the jurisdiction or venue of these courts. Agreement to this term shall serve as an affirmative waiver by You of any challenges to this provision. You understand and agree this term is material to Sage's entry into this Agreement. You further understand and agree that if You pose an unsuccessful challenge to this forum selection provision, You shall reimburse Sage for all reasonable attorneys' fees and costs incurred by Sage in connection with defending such challenge. In the event of any express conflict between the terms and conditions of this Agreement, or any other Sage agreement, this Agreement shall govern.
- d. This Agreement allocates risk between You and Sage as authorized by applicable law, and pricing of Sage's products reflects this allocation of risk and the limitation of liability contained in this Agreement. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall be valid and enforceable according to its terms.
- e. Sage, the Sage logos, DacEasy, and any Sage product and service names are registered trademarks or trademarks of Sage Software, Inc. or its affiliated entities. Business Objects and the Business Objects logo, BusinessObjects and Crystal Reports are trademarks or registered trademarks of Business Objects S.A. in the United States and/or other countries. Business Objects is an SAP company. Windows, Windows Vista, and the Windows logo are trademarks of the Microsoft group of companies. For an up-to-date list of copyright and trademark statements, refer either to the copyright page of the Program User's Guide or the Help About DacEasy window within the Program. Other product names mentioned may be service marks, trademarks, or registered trademarks of their respective owners and are hereby acknowledged.
- f. No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same or other rights or remedies preclude any further or other exercise of the same or other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be constructed as a waiver thereof with respect to any other circumstances.
- g. Quebec. With regard to Quebec, the parties declare that they have required that this Agreement and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.
- h. Sections 15 (Limitation of Liability), 18(b) (Term & Termination), 20(c) (Governing Law) and this Section 20(h) shall survive the expiration or termination of this Agreement.
- i. This Agreement constitutes the entire agreement between You and Sage with respect to the subject matter hereof, and supersedes any prior proposal, oral or written, advertising, representation, or other communication

between the parties with respect to such subject matter. This Agreement shall not be modified, except by written agreement signed by the parties hereto.

j. Sage shall not be liable for and shall be excused from any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control, including but not limited to, work stoppages, shortages, civil disturbances, terrorist actions, transportation problems, interruptions or power or communications, failure of suppliers or subcontractors, natural disasters or other acts of God.

k. All notices given hereunder shall be in writing and sent by overnight courier or delivered in person: (i) if to Sage, to Sage Software, Inc., Legal Department, 271 17<sup>th</sup> Street NW, Suite 1100, Atlanta, GA 30363; and (ii) if to You, to the address You indicated upon your registration of the Program.

l. You authorize Sage to send You information, including but not limited to marketing and promotional material, via facsimile, email, telephone, and other reasonable means.

(rev 05-17-2018)