

SAGE SOFTWARE, INC.
LICENSE AGREEMENT FOR SAGE TIMESLIPS SOFTWARE PRODUCTS

IMPORTANT - PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS:

This Sage Software, Inc. License Agreement for Sage Timeslips Software Products (the "Agreement") is a legal agreement between you or the company you are authorized to represent ("You") and Sage Software, Inc. ("Sage"). This Agreement governs the installation and use of the accompanying Sage Timeslips computer software program and services not covered by a separate license agreement; 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 authorized dealers (collectively, the "Program"). You acknowledge and accept the terms and conditions of this Agreement by installing this Program.

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 REGISTER AS A LICENSEE WITHIN THIRTY (30) DAYS OF INSTALLATION OR THE PROGRAM WILL BECOME DISABLED UNLESS YOU ARE INSTALLING AN ADD-ON PRODUCT OR SERVICE THAT DOES NOT REQUIRE REGISTRATION.

IF YOU ARE USING A TRIAL VERSION OF THE PROGRAM, THE PROGRAM WILL BECOME DISABLED AFTER THIRTY (30) DAYS.

1. RETURN POLICY.

If You purchase an On-Premise License (as defined below) and are a first-time customer and return the Program to Sage within sixty (60) days from Your payment of the associated license fee, as evidenced by Your receipt, or if You are an existing customer with an On-Premise License and return the Program to Sage within thirty (30) days from Your payment of the associated license fee, as evidenced by Your receipt, Sage will refund the license fee.

If You purchase an On-Premise Subscription License (as defined below), there is no option to return the Program for a refund of the license fee. Instead, You may terminate Your On-Premise Subscription License in accordance with Section 15 (Term and Termination) herein.

Upon the termination or expiration of this Agreement for any reason whatsoever: (a) the license granted hereunder shall immediately cease; and (b) You shall immediately stop using the Program in any way; and (c) 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.

2. GRANT OF LICENSE.

An "On-Premise License" means a license to use the Program according to this Agreement until this Agreement terminates as described herein. An "On-Premise Subscription License" means a license to use the Program and a customer support plan according to this Agreement until the specified term or subscription period ends or Your license or this Agreement is terminated as described herein.

Subject to Your compliance with all terms of this Agreement, Sage hereby grants to You a limited, non-exclusive, non-transferable (except as provided in Section 3(e) below), non-sublicensable license to use the Program under

the terms stated in this Agreement for use in your business or profession during the term of Your license or subscription. 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. If You purchase an On-Premise License, You may use the Program only if You pay the required On- Premise License fee or fees when due and accept the terms of this Agreement as indicated above. If You purchase an On-Premise Subscription License, You may use the Program only for the subscription period for which Sage has received Your On-Premise Subscription License fees and if You accept the terms of this Agreement as indicated above. The On-Premise Subscription License fees may be changed from time to time by providing You with thirty (30) days' prior notice. An On-Premise Subscription License to the Program must be installed on a computer that is connected to the Internet.

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 backup copy 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. You also have the right to use the single-user version of the Program on a local area network provided You only access the Program from one computer.
- c. If You have licensed a multi-user 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 multiple licensed users concurrently. If You have licensed a Multi-User License Pack (the right to install the Program on more than one computer and the right to access the same data concurrently from more than one computer, up to a predefined limit), after installing the Program on a network server, You may install the Program on separate computers up to the predefined limit and You may access the same data concurrently up to the predefined limit, provided, however, that the number of computers permitted to access the Program concurrently corresponds to the number of licenses You have purchased up to a pre-defined limit.
- d. You have the right to use this Program within a Terminal Server environment subject to the following limitations: (i) You must acquire and dedicate a separate license for each separate client machine that will access and use the Program, regardless of whether the Program is physically installed on such client machines; and (ii) notwithstanding the aforementioned Terminal Server licensing requirement, You are expressly prevented from using the Program in a Terminal Server environment where the intent is to offer the Program to other users in an Application Service Provider (ASP) environment for the purpose of charging a fee to those users for access to the Program or charging a fee to those users for access to general services which might include access to the Program.
- e. 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 transfer 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.
- f. Sage reserves all rights not expressly granted to You in this Agreement.

4. SAGE TIMESLIPS ECENTER

The following applies if You have subscribed to Sage Timeslips eCenter for the electronic processing, storage, retrieval and transmission of time and expense data submitted by You (the "Data"). You must have at least one license of the Program in order to subscribe to Sage Timeslips eCenter.

a. Fees and Charges. Your use of the Sage Timeslips eCenter service will result in fees as set forth on the Sage Timeslips eCenter website (the "eCenter Fees"). The eCenter Fees may be changed from time to time by providing You with thirty (30) days' prior notice of such changes via a posting on the Sage Timeslips eCenter website. You must provide Sage with a valid credit card number for billing purposes and agree to allow Sage to automatically charge the eCenter Fees directly to Your credit card prior to each billing cycle as selected in the registration process. ECenter Fees will be charged monthly in advance of Your being allowed access to the Sage Timeslips eCenter service and are not refundable. Sage will automatically charge Your credit card each month until You terminate the relationship with at least thirty (30) days' written notice to Sage. You agree to pay all state and local sales, use, property or other taxes, except for taxes on Sage's net income, which may be assessed against Sage with respect to this Agreement and any services provided hereunder. At its option, Sage may include such taxes in its invoices, in which event You shall pay to Sage the taxes so invoiced.

b. Security. Sage agrees to exercise reasonable care to prevent any unauthorized access to the Data. Each party hereto agrees to notify the other promptly of any unauthorized access to or use of Sage Timeslips eCenter or the Data. Each party agrees to use all reasonable efforts to take remedial measures to rectify any such unauthorized access. Sage shall not be liable for any damages incurred by You in connection with any unauthorized access to or disclosure of the Data resulting from the actions of You, any third party or from the failure of electronic or other security measures.

c. Interruption of Sage Timeslips eCenter Service.

(i) The Sage Timeslips eCenter service may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and other similar activities necessary during the operation and upgrade of the Sage Timeslips eCenter service. No reduction of payments will be made in the case of temporary interruption of the Sage Timeslips eCenter service. In no event shall Sage be liable for any damages due to temporary interruption of the Sage Timeslips eCenter service.

(ii) Sage will not be liable for and shall be excused from any interruptions, delays, failures, errors or defects in transmission and from 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 of power or communications, failure of suppliers or subcontractors, fire, natural disasters or acts of God.

(iii) Because You will access the Sage Timeslips eCenter service over the public Internet, temporary disruptions of network connectivity may occur from time to time. Internet traffic is usually routed through many different public Internet providers on the way to its destination. Sage will not be liable for interruptions or delays in transmission or errors or defects in transmission or failure to transmit when caused by any public Internet provider.

5. LIMITED WARRANTY.

a. The following limited warranty applies to You only if You are the original licensor of the Program. Sage warrants that the Program substantially conforms to the specifications contained in the Documentation for a period of sixty (60) 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. Receipt of revisions or upgrades to the Program shall not restart or otherwise affect the warranty period for previously delivered copies or versions. 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 5(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 5(a) and 5(b) of this Agreement, and You may not rely on any such unauthorized warranty.

6. DISCLAIMER OF WARRANTIES.

a. The foregoing warranties and remedies are exclusive. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5(a) AND 5(b) OF THIS AGREEMENT SAGE DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED 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) OF 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.

7. DISCLAIMER REGARDING ADD-ON PRODUCTS AND SERVICES.

Optional products and services, including, but not limited to, Sage Timeslips eCenter, TAL Pro, and Electronic Bill Delivery (collectively, 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. The Add-on Products and Services are covered by this Agreement unless You are required to accept a separate license agreement or abide by terms and conditions for use upon installation. In order to access certain of these Add-On Products and Services, Sage allows 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. If You are not on a supported version, as set forth in the Sage Timeslips Obsolescence Policy located on the Sage Timeslips website at

https://support.na.sage.com/selfservice/viewdocument.do?noCount=true&externalId=49290&sliceId=1&isLoadPublishedVer=&docType=kc&docTypeID=DT_Article&stateId=23576&cmd=displayKC&dialogID=1003944&ViewedDocsListHelper=com.kanisa.apps.common.BaseViewedDocsListHelperImpl&openedFromSearchResults=true ("Sage Timeslips Obsolescence Policy"), You must license an upgrade to the latest version.

8. 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.

9. EXPORT RESTRICTIONS.

The parties shall abide by all foreign and United States federal, state and local laws, ordinances, rules and regulations applicable to the transactions contemplated hereunder. You agree to comply to the extent applicable with 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.

10. SUPPORT.

- a. Sage disclaims any responsibility to provide any customer support except (i) as may be agreed under a separate agreement to render support services; or (ii) if You purchased an On-Premise Subscription License.
- b. If You purchased an On-Premise License and You are a first-time customer, upon registration of the Program You will receive thirty (30) days of free Customer Support from date of purchase, as evidenced by Your receipt. If You are an existing customer with an On-Premise License, You will receive one (1) free customer support call from the date of purchase, as evidenced by Your receipt. All other support for On-Premise Licenses requires purchase of a support option, as outlined on the Sage Timeslips website at <https://www.sage.com/en-us/products/sage-timeslips/>.
- c. If You purchased an On-Premise Subscription License, depending on the term You selected, Your support plan will renew annually or monthly with the renewal of Your On-Premise Subscription License. If You cancel Your On-Premise Subscription License or if Your On-Premise Subscription License is cancelled for non-payment, the Program will revert to “read only” mode and You will no longer have access to any features, forms, functionality, customer support, updates, or upgrades without the payment of additional fees. If you have purchased an On-Premise Subscription License, You must be using the most current version of the Program and agree that You will upgrade to the most current version as soon as it is available to You. You must have a current On-Premise Subscription License and be on the most current version of the Program in order to receive updates to the Program. Sage does not provide technical support for trial or educational versions of the Program. To receive technical support from Sage, You must license a production version of the Program.
- d. You must have a valid license for a supported version of the Program in order to be eligible to receive customer support for Your On-Premise License. If You are not on a supported version, as set forth in the Sage Timeslips Obsolescence Policy, You must license an upgrade to the latest version.

11. TERMINATION OF SUPPORT AND OTHER SERVICES.

Software has a limited useful life for various reasons including changes in technology. Except as otherwise provided herein, You are free to decide and are responsible for deciding when to upgrade the Program. Sage reserves the right to terminate customer support, your subscription to the Program, 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 in the Sage Timeslips Obsolescence Policy. To obtain up-to-date information regarding which products, releases and related services are currently supported, visit the Sage Timeslips Obsolescence Policy on the Sage Timeslips 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.

12. 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 require You to pay additional maintenance/upgrade costs to Sage to support and/or rectify.

This Program uses Paradox as the exclusive database format. The Microsoft SQL and MSDE database formats that were available in select prior versions of Sage Timeslips are not available in this Program. This Program includes the ability to migrate these databases to the Paradox format. If You have licensed an upgrade to the Program but do not wish to migrate Your Microsoft SQL or MSDE database to the Paradox format, You may return the software within sixty (60) days from Your payment of the associated license fee, as evidenced by Your receipt, and Sage will refund the license fee.

13. 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 (i) IF YOU PURCHASED AN ON-PREMISE LICENSE, 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 OR (ii) IF YOU PURCHASED AN ON-PREMISE SUBSCRIPTION LICENSE, THE ON-PREMISE SUBSCRIPTION FEES ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM. 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.

14. 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 the 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 17th Street NW, Suite 1100, Atlanta, GA 30363.

15. 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; (iii) the expiration of the trial period, if applicable; or (iv) the expiration of Your subscription term, if applicable.
- b. If You purchased an On-Premise Subscription License, depending on the term You selected, your subscription period is either annual or monthly, with the subscription fees payable each year or each month. You may cancel Your subscription with at least ten (10) days' notice prior to Your renewal date. Please note that any of the following will cause Your Program to revert to "read only" mode: (i) failure to pay Your subscription fee; (ii) termination of this Agreement; (iii) cancellation or non-renewal of Your subscription; or (iv) if you are a Sage Accountants Network ("SAN") member and fail to pay your SAN fees. Full Program functionality will not be restored until Your account is brought current, which will require payment of all past due fees plus a reactivation fee.
- c. 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.

16. PRODUCT ENHANCEMENT PROGRAM.

- a. If you are a new customer or an upgrading customer who has not previously opted out of participating in Sage's Product Enhancement Program ("PEP"), You may automatically be enrolled in PEP when you install this Program. Through PEP, Sage collects information on Your hardware and how You use Sage's software and its in-product help and services. This information will help Sage identify trends and usage patterns to improve the quality of the products and services Sage offers. Sage will not collect any of Your Sage Timeslips data or any personally identifiable information through PEP. Your participation in this program is voluntary – you may opt-out of PEP at any time by going to the Services menu in the Program.
- b. If you are a customer who has previously opted out of participating in PEP, then you will continue to be opted out when you install the update to this Program. You may opt-in at any time by going to the Services menu in the Program.

17. 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.

18. 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.

19. 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 will review any calculations made by using the Program and satisfy Yourself that those calculations are correct; and (iv) 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, Sage Timeslips, the Sage Timeslips logo, TSTimer, Timeslips eCenter, TAL, Timeslips Today, Sage 50, "It Turns Time Into Money", and any Sage product and service names are the registered trademarks or trademarks of Sage Software, Inc. or its affiliated entities. Crystal Reports® is the registered trademark of Business Objects Software Ltd. in the United States and in other countries. Business Objects is an SAP company. Windows and the Windows logo are trademarks or registered trademarks of Microsoft Corporation in the United States and/or other countries. All other trademarks are the property of their respective owners.

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. If a party is a resident of or otherwise located in 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 6 (Disclaimer of Warranties), 13 (Limitation of Liability), 15 (Term and Termination), 17(c) (Governing Law), and this Section 17(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 all proposals, oral or written, and all other communications 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 of 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., 271 17th Street NW, Suite 1100, Atlanta, GA 30363, Attn: Legal Department; 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)