



BUSINESS PARTNER RESELLER AGREEMENT (North America)

This Business Partner Reseller Agreement is made by and between Sage and Partner, effective as of the date that Partner accepts it. **By doing one or more of the following (or allowing someone to do so on Partner's behalf), Partner shall be deemed to have accepted this Agreement: (1) by clicking "Agree," "OK," or a similar affirmation after logging into Sage's Partner Hub, (2) by using Sage's Partner Hub, or (3) by signing a copy of this Agreement, whichever occurs first. If Partner does not accept and agree to be legally bound by this Agreement in its entirety and without modification or addition, then Partner is not authorized to participate in the Business Partner Program described herein.**

Recitals:

Sage offers a variety of software products and services for companies to manage and operate their businesses. Partner has asked for authorization to resell and support certain Sage products and services to such companies.

The terms and conditions of this Agreement govern Partner's authority to resell and support Sage products and services. This Agreement replaces any prior agreement between the parties relating to this subject matter. This Agreement does not replace or otherwise impact any other agreement between the parties relating to other Sage partner programs, such as Sage's certified implementation partner program or Sage's developer partner program.

Statement of Agreement:

In consideration of the foregoing and the mutual agreements contained herein, the parties agree as follows:

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 these terms and conditions and all Program Guides made available to Partner on the Partner Hub.

"Anti-Bribery Laws" has the meaning set forth in section 7.3 (Anti-Bribery & Anti-Corruption).

"Business Partner" or "Partner" means an entity that has satisfied and continues to satisfy the Participation Requirements.

"Business Partner Program" means the set of benefits and incentives that Sage offers to its Partners under this Agreement.

"Confidential Information" means any and all information disclosed by either party (the "Disclosing Party") to the other (the "Receiving Party"), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including without limitation the terms and conditions of this Agreement, and any information that relates to prices, business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Disclosing Party.

"Customer" means a customer of Partner that places an order with Partner to purchase one or more Products.

"Documentation" means the software specifications that are set forth in the Sage Product's help files and any release-related notes, guides, or manuals that Sage publishes specific to the version of the Sage Product that Customer has purchased. Documentation may be more fully described in the applicable End-User Agreement.

"End-User Agreement" means any End User License Agreement, End User License and Support Agreement, Subscription Agreement, or other agreement governing the use of a Sage Product.

“Error” means the failure of a Sage Product to substantially conform to its respective Documentation.

“Intellectual Property Rights” means any intellectual property or proprietary rights recognized in any country or jurisdiction in the world including without limitation copyrights, moral rights, trademarks (including logos, slogans, trade names, and service marks), patent rights (including without limitation patent applications and disclosures), know-how, inventions, rights of priority, and trade secret rights.

“Participation Requirements” has the meaning set forth in section 3.7 (Eligibility).

“Partner Hub” means the online web portal that Sage makes available to Partner (currently hosted at <https://partnerhub.sage.com/>) for accessing Program Guides, as well as information about Sage and Sage Products generally.

“Products” means, collectively, Sage Products and Third-Party Products.

“Program Guides” means the guides, policies, price lists, and similar written requirements that Sage makes available to Partner on the Partner Hub that include the most current information, policies, pricing, and procedures applicable to the reselling and support of Products and participation in the Business Partner Program.

“Restricted Territories” has the meaning set forth in section 7.2 (Sanctions & Restricted Territories).

“Sage” means (i) Sage Software, Inc., a Virginia corporation, with respect to Partners with a principal place of business in any Territory other than Canada, and (ii) Sage Software Canada Ltd., an Alberta corporation, with respect to Partners with a principal place of business in Canada.

“Sage Products” means the software applications that Sage sells and that the Program Guides permit Partner to resell.

“Territory” means the continents of North America and South America or other authorized territories as set forth in the Program Guides.

“Third-Party Products” means the software applications that Sage distributes under licenses from third parties and that the Program Guides permit Partner to resell.

2. **Authority and Permitted Uses**

2.1. Authorization. For the duration and subject to the terms and conditions of this Agreement, (i) Sage grants Partner the non-exclusive right to resell, distribute, and market the Products in the Territory; and (ii) Partner is authorized to represent itself as a Sage reseller or similar designation permitted by the Program Guides (i.e., as a “Sage Partner”). Except as expressly granted herein, Partner will have no other power or authority, expressed or implied, to make any commitment or incur any obligation on behalf of Sage.

2.2. Use. For the duration and subject to the terms and conditions of this Agreement, Sage grants Partner a limited, non-exclusive, non-transferable, non-sublicensable license to use the Products for marketing and demonstration purposes only.

2.3. Restrictions. Partner shall not, and will not allow any Customer or other third party to, (i) modify, copy, or otherwise reproduce any Product in whole or in part; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of any Product; (iii) provide, lease, or lend the Products or any Documentation to any third party, except as expressly authorized hereunder; (iv) remove any trademarks, logos, copyright notices, proprietary notices, or labels displayed on the Products; (v) modify or create a derivative work of any part of the Products or Documentation; (vi) use the Products or Documentation for any unlawful purpose; or (vii) create Internet hyperlinks to or from the Products, or frame or mirror any of Sage's content which forms part of the Sage Products or any content from third parties that forms part of the Third-Party Products.

2.4. Territory Limitation. All sales must be in the Territory. Partner shall neither promote, solicit referrals, nor sell any Product outside the Territory without Sage's prior written consent, which Sage may withhold in its discretion. Partner shall

promptly submit to Sage, for Sage's attention and handling, all inquiries received by Partner from potential customers outside the Territory.

2.5. Multi-Level or Group Distribution. Except as may otherwise be set forth in a separate written agreement or in a Program Guide, Partner shall: (i) only purchase Products from Sage; (ii) only distribute Products to Customers; and (iii) refrain from distributing Products to any other Sage partner or any other party that Partner has reason to believe is purchasing the Products for redistribution. Violation of this section is a material breach of this Agreement.

3. Business Partner Program

3.1. Orders & Fulfillment. For each sale of a Product, Partner must place an order for such sale with Sage using the then-current placement method (i.e., by telephone or e-mail). Sage shall have no obligation to fulfill any Partner sales until Sage has determined that Partner is the appropriate reseller of record for such sale and is in compliance with the eligibility requirements set forth in section 3.7 (Eligibility), below. Once accepted by Sage, Partner shall fulfill all of its obligations under contracts with each applicable Customer in a timely manner.

3.2. Pricing. Sage's suggested list prices, tier policies, and discount levels for Products are included in the Program Guides available on the Partner Hub. Sage may revise list prices, tier policies, and discount levels at any time and at its discretion upon written notice to Partner (including by email to a registered user of the Partner Hub or other Partner-designated representative). Changes to the foregoing shall not apply to orders that Sage has accepted before the effective date of the change. Partner has the unrestricted right to exercise its independent discretion, without loss of any benefit from Sage, to establish the price it charges any Customer for any Product.

3.3. Marketing. Partner shall comply with the Program Guides regarding the type, nature, and quality of marketing and promotional programs for Products. Partner shall also comply with all of Sage's then-current branding guidelines regarding the use of all Sage branding and trademarks. Partner shall not solicit the sale of a license for any Product or otherwise advertise or market any Product via any internet auction. Each website that Partner controls that refers to any Product shall conspicuously display Partner's name and address, and Partner shall comply with all reasonable directions that Sage gives to ensure that the form and content of each such website clearly identifies Partner as its source.

3.4. Payment. Partner shall pay all balances owing to Sage in accordance with the Program Guides. Partner shall maintain good financial standing with Sage and provide Sage with such financial or credit information that Sage reasonably requests. If Partner's payment account is 10 days or more overdue, in addition to any of its other rights or remedies, Sage reserves the right to terminate this Agreement and/or suspend Partner's right to participate in the Business Partner Program.

3.5. Returns. Product returns may only be made as and to the extent permitted by, and in compliance with, the applicable End-User Agreement and the Program Guides. Any proffered return resulting from a Customer objecting to any provision of an End-User Agreement may require a written explanation from the Customer and the basis for its objections. Partner shall remain liable to Sage for any returns that do not comply with the applicable End-User Agreement and the Program Guides. Any abuse of Sage's return policies shall constitute a material breach of this Agreement.

3.6. Leads. Except as may otherwise be set forth in a separate written lead participation agreement, Sage shall have no obligation to disclose leads to Partner. If Sage provides leads to Partner, Partner shall exercise reasonable efforts to utilize such leads to sell Products. If Partner decides for any reason not to sell a Product to a lead provided by Sage, then Partner will promptly notify and return the lead to Sage. Partner shall not utilize a lead provided by Sage to sell a product competitive with a Product.

3.7. Eligibility. During the term of this Agreement, Partner must at all times comply with the following requirements in order to participate in the Business Partner Program (the "Participation Requirements"):

3.7.1. Partner is a valid legal entity in good standing or validly existing under the laws of the state of its incorporation and residence;

3.7.2. Partner has all the requisite legal power and authority to perform its obligations under this Agreement;

- 3.7.3. Partner is authorized to do business in each jurisdiction where it seeks to resell, distribute, or market any Product;
- 3.7.4. Partner abides by the then-current Sage Partner Code of Conduct and all other compliance-related Program Guides made available to Partner on the Partner Hub;
- 3.7.5. Partner provides the information requested by Sage from time to time in due diligence questionnaires;
- 3.7.6. Partner satisfies all other reasonable eligibility requirements explicitly set forth in the Program Guides.
- 3.8. Publicity. Partner shall not issue any press release involving Sage unless Sage has given prior written approval.
- 3.9. Non-Solicitation.
 - 3.9.1. Customers. During the term of this Agreement and for one year thereafter, Partner, its Affiliates, and its agents shall not solicit or otherwise encourage or cause any current customer of Sage, any Customer, or any other Sage partner to stop, alter, or reduce its use of the Products or any products similar thereto that are directly or indirectly supplied by Sage. Partner shall not be in violation of this section if the party that intends to stop, alter, or reduce its use (i) discloses to Partner (or its Affiliates) that it intends to stop, alter, or reduce its use, and (ii) Partner determines, after making a reasonable inquiry, that the party intending to stop, alter, or reduce its use will do so with or without Partner's assistance (i.e., a Customer is dissatisfied with a Sage Product and will migrate to a competing product whether or not Partner is willing or able to assist the Customer in such migration).
 - 3.9.2. Employees. During the term of this Agreement and for 6 months thereafter, neither party shall solicit the engagement and/or employment of the services of any of the employees of the other party or its Affiliates (either directly or through agents) without written permission of the other party. Neither party shall be restricted from soliciting or hiring a former employee who has been terminated by the other party, or from hiring the other party's employee through a public job posting without prior solicitation.
- 3.10. Audit. During the term of this Agreement and for one year thereafter, Partner shall keep and maintain all books and records relating to all Customers and the fees payable under this Agreement. At any time within such period, Sage may audit such books and records in order to verify the calculation and payment of fees under this Agreement. Any such audit will be conducted at Sage's option by Sage personnel or a third-party firm reasonably acceptable to both parties, during normal business hours at Partner facilities, and on no less than 15 days' prior written notice. Partner will pay the full amount of any underpayment revealed by such audit.

4. Customer Support

- 4.1. Customer Satisfaction. Partner acknowledges that high Customer satisfaction is material to the success of this Agreement and that direct contact with Customers is required to achieve such high satisfaction. Accordingly, in addition to any other requirements set forth in the Program Guides, Partner shall:
 - 4.1.1. Have at least two full-time employees trained on the use of the Products (unless Sage consents in writing to a different arrangement);
 - 4.1.2. Verify the successful operation of the Products before or after implementation or integration, as applicable;
 - 4.1.3. Report promptly to Sage all suspected and actual problems with the Products, including any Errors;
 - 4.1.4. Conduct business in a manner that reflects favorably at all times on the Products, goodwill, and reputation of Sage;
 - 4.1.5. Avoid deceptive, misleading, or unethical practices that are or might be detrimental to Sage or the Products;

4.1.6. Refrain from making any false or misleading representations about Sage or the Products; and

4.1.7. Refrain from making any representations, warranties, or guarantees to Customers or other third parties with respect to the specifications, features, or capabilities of the Products that are inconsistent with this Agreement or the Documentation.

4.2. Customer Contact. Sage has the right to contact and survey Customers in order to notify them of new Products and features, advise them of price changes, and collect information about their use of the Products.

5. Proprietary Rights

5.1. Generally. This Agreement confers only the right to use the Products as set forth herein while this Agreement and the specified license(s) are in effect and does not convey any rights of ownership or any additional Intellectual Property Rights in or to the Products. As between Sage and Partner, Sage owns all rights to the Sage Products, any Intellectual Property Rights therein, any materials relating thereto, and any customizations, modifications, enhancements, updates, revisions, or derivative works thereof. All rights not expressly granted to Partner are reserved by Sage.

5.2. Trademarks. Partner may reproduce and display Sage's trademarks only as expressly permitted by the Program Guides that describe Sage's logo and product name usage policies. Partner is not otherwise granted any right, title, license, or interest in any Sage mark. Partner acknowledges Sage's rights in Sage's trademarks and agrees that any and all use of Sage's trademarks by Partner shall inure to the sole benefit of Sage. Partner shall take no action inconsistent with Sage's rights to Sage's trademarks and shall not challenge Sage's rights in or attempt to register any of Sage's trademarks, or any mark confusingly similar thereto. If at any time Partner acquires any right in, or any registration or application for, any of Sage's trademarks by operation of law or otherwise, it shall immediately notify Sage, and at no expense to Sage, shall immediately assign such rights, registrations, or applications to Sage, along with any and all associated goodwill. Partner shall not use any of Sage's trademarks, or any mark confusingly similar thereto, as part of Partner's websites or email addresses. If at any time Partner acquires any right in, or any registration for any websites or email addresses that contain any of Sage's trademarks, or any mark confusingly similar thereto, it shall immediately notify Sage, and at no expense to Sage, shall immediately assign all such rights and every such registration to Sage, along with any and all associated goodwill.

5.3. Feedback. Partner or Customers may, from time to time, submit comments, information, questions, data, ideas, description of processes, or other information to Sage ("Feedback"). Partner agrees that Sage is free to use, disclose, reproduce, license, or otherwise distribute and exploit the Feedback without any obligation or restriction.

6. Confidentiality

6.1. Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of the Agreement or as expressly authorized in writing by the other party. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. Neither party will disclose the other party's Confidential Information to any person or entity other than its officers, principals, employees, and subcontractors who need access to such Confidential Information in order to effect the intent of this Agreement and who are bound by confidentiality terms no less restrictive than those in this Agreement.

6.2. Exceptions. The restrictions set forth in section 6.1 will not apply to any Confidential Information that the Receiving Party can demonstrate (a) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party authorized to make such disclosure without restriction; (d) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party; (e) has been approved for release by the Disclosing Party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

6.3. Injunctive Relief. The parties agree that a breach of section 6.1 may cause irreparable damage which money cannot satisfactorily remedy and therefore the parties agree that, in addition to any other remedies available at law or hereunder, the Disclosing Party will be entitled to seek injunctive relief for any threatened or actual disclosure by the Receiving Party.

7. Compliance with Laws

7.1. Generally. Each party will be responsible for compliance with all applicable laws and government regulations in performing its respective obligations under this Agreement.

7.2. Sanctions and Restricted Territories. Without limiting section 7.1, Partner (i) shall conduct its business in compliance with all sanctions laws, regulations, and regimes imposed by relevant authorities, including, without limitation, the Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom and the European Union; (ii) represents that it is not named on any “denied persons list” (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor is Partner owned or controlled by a politically exposed person; and (iii) represents that it has and shall maintain appropriate procedures and controls in place to ensure and be able to demonstrate its compliance with this section. Partner may not access or use any Sage Products 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 Partner 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 Partner’s right to use any such Sage Product and participate in the Business Partner Program to the extent that Sage considers necessary without prior notice, and Sage shall promptly notify Partner of such suspension and investigate any potential breach. Partner shall promptly notify Sage if it has violated, or if a third party alleges that it has violated, this section. If Sage has grounds to suspect that Partner is accessing or using any Sage Product in violation of this section, then Partner shall provide Sage with full cooperation and assistance in respect of such access and/or use and in respect of Partner’s compliance with this section. As used in this section, “Restricted Territories” means (i) Cuba, Iran, North Korea, Sudan, Syria, and the territory of Crimea / Sevastopol, and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the United States.

7.3. Anti-Bribery & Anti-Corruption. Without limiting section 7.1, Partner shall (i) conduct its business in compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including, without limitation, the Bribery Act 2010 and the Criminal Finances Act 2017 (collectively, “Anti-Bribery Laws”); (ii) not engage in any activity, practice or conduct that would constitute an offense under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom; (iii) not engage in any activity, practice or conduct that would constitute an offense or cause an offense to be committed under sections 45 and 46 of the Criminal Finances Act 2017; (iv) not do, or omit to do, any act that may lead Sage or any Sage Affiliate to be in breach of any of the Anti-Bribery Laws; (v) promptly report to Sage any request or demand for any undue financial or other advantage received by it in connection with this Agreement; (vi) represents that it has and shall maintain appropriate procedures and controls in place to ensure and be able to demonstrate its compliance with this section. Partner shall promptly notify Sage if it has violated, or if a third party alleges that it has violated, this section. If Sage has reasonable grounds to suspect that Partner is in violation of this section, then Partner shall provide Sage with full cooperation and assistance in respect of Partner’s compliance with this section.

8. Term and Termination

8.1. Term. The initial term of this Agreement will be 1 year from the Effective Date, and will automatically renew for successive 1-year periods unless one party notifies the other party that it does not wish to renew this Agreement at least 90 days prior to the end of the then-current term, in which case it will terminate at the end of the then-current term. If, prior to any renewal, Sage desires to modify this Agreement, then Sage will provide the amended terms to Partner on the Partner Hub at least 90 days prior to the end of the then-current term. Partner shall have 60 days after Sage makes the amended terms available to Partner on the Partner Hub to notify Sage in writing that it rejects the modified terms. Otherwise, this Agreement (as modified) will renew for an additional 1-year period in accordance with this section 8.1. If Partner rejects the modified terms, then this Agreement will terminate at the end of the then current term.

8.2. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason upon 60 days' written notice to the other. If Sage exercises this termination right, then Sage shall refund to Partner a pro-rated portion of that year's annual enrollment fees that Partner has already paid based on the number of months left in the current term.

8.3. Termination for Cause. Either party may terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within 30 days following notice thereof from the non-breaching party. In addition, Sage may terminate this Agreement immediately for any failure of Partner to (i) satisfy the Participation Requirements, (ii) achieve any minimum sales goals defined in the Program Guides, or (iii) pay amounts due by it that are 30 or more days past due.

8.4. Effect of Termination. Termination will not relieve Partner of the obligation to pay any fees due or payable to Sage prior to the effective date of termination, including annual fees, training fees, fees owed with respect to any Customer orders, or any other fees or payments that Partner has committed to under this Agreement. Termination of this Agreement will also not affect the term of any Customer's order(s). Section 5 (Proprietary Rights), section 8.4 (Effect of Termination), section 8.5 (Access to Sage Products), section 8.6 (Transitioning Customers after Agreement's Termination), section 9.4 (Disclaimer of Warranties), section 10 (Indemnification), section 11 (Limitation of Liability), and section 12 (General Provisions) will survive any termination or expiration of the Agreement. Section 6 (Confidentiality) will survive for three (3) years after termination of this Agreement.

8.5. Access to Sage Products. Upon any termination of this Agreement, Partner promptly will cease all use of the Products (including any demonstration versions of the Products), and will discontinue enabling access to the Products, except for those Customers who have a current, paid-up license from Sage to use the Products. Partner also may continue to use the Products for its own internal business purposes if it has separately obtained a current, paid-up license for such use from Sage.

8.6. Transitioning Customers after Agreement's Termination. Upon termination of this Agreement, Partner will cooperate as reasonably requested by Sage to transition Customers to Sage or a designee of Sage's choosing. Upon termination of this Agreement, Sage may, in its sole discretion, elect at any time to offer the Products directly to Customers or through another designee.

8.7. Return of Materials. All Confidential Information, designs, drawings, formulas or other data, financial information, business plans, literature, and sales aids of any kind will remain the property of the Disclosing Party. No later than 30 days after termination of this Agreement, each party will either (i) prepare all such items in its possession for shipment to the other at the Disclosing Party's expense or (ii) destroy such items. The Receiving Party will not make or retain any copies of any Confidential Information.

9. **Warranties**

9.1. Mutual Warranties. Each party represents to the other that it is a valid legal entity and is in good standing or validly existing under the laws of the state of its incorporation and residence. Each party represents that it has all the requisite legal power and authority to execute, deliver, and perform its obligations under this Agreement; that the execution, delivery, and performance of this Agreement has been duly authorized and is enforceable in accordance with its terms; and that no approval, authorization, or consent of any governmental or regulatory authorities is required to be obtained or made in order for it to enter into and perform its obligations under the Agreement.

9.2. Sage's Warranties.

9.2.1. Sage Products. Sage's warranty obligations for Sage Products shall be limited to the warranty provisions of the applicable End-User Agreement.

9.2.2. Notices and Correction of Errors. Partner will notify Sage in writing of any Errors, and will require its Customers to do so. Sage will use commercially reasonable efforts, at its own expense, to determine if there is an Error, and to correct or remedy Errors within a reasonable period of time. Partner will make

reasonably appropriate adjustments to mitigate adverse effects of any Error until Sage corrects or remedies such Error, and will require its Customers to do so.

- 9.2.3. Remedies. For any breach of the warranties contained in section 9.2.1 above, Partner's exclusive remedy, and Sage's entire liability, will be to correct the Errors that cause a breach of the warranty or, if Sage is unable to make the Sage Products operate as warranted, Partner will be entitled to terminate this Agreement.

9.3. Third-Party Warranties. Certain Third-Party Products (some of which may be listed on pages within Sage's public website or on the Partner Hub) offer products and services related to the Sage Products, such as products and services which facilitate the exchange of data with the Sage Products or provide additional functionality within the user interface of the Sage Products. SAGE DOES NOT MAKE ANY WARRANTY WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES, WHETHER OR NOT SUCH PRODUCTS OR SERVICES ARE DESIGNATED BY SAGE AS "CERTIFIED," "VALIDATED," OR OTHERWISE. Unless expressly stated otherwise in an End-User Agreement, any exchange of data or other interaction between Partner or a Customer and a Third-Party Product, and any purchase by Partner or a Customer of any such product or service, is solely between Partner and/or the Customer and the third-party provider.

9.4. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SAGE DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRODUCTS AND DOCUMENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. PARTNER ACKNOWLEDGES AND AGREES THAT NEITHER SAGE NOR ANY SYSTEM, SERVICES, DOCUMENTATION, DATA, OR MATERIALS PROVIDED BY SAGE WILL BE CONSTRUED AS PROVIDING ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL, OR OTHER ADVICE TO PARTNER, CUSTOMERS, END USERS, OR ANY THIRD PARTY. EACH PARTY WILL BE SOLELY AND INDIVIDUALLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO ITS RESPECTIVE BUSINESS.

10. Indemnification

10.1. Sage Intellectual Property Indemnification. Subject to section 10.3, Sage shall defend Partner, at Sage's expense, in any third-party claim alleging that the Partner's use of any unaltered Sage Products infringes or misappropriates any U.S. patent, copyright, or trade secret of such third party. If there is an adverse judgment in any such claim, Sage shall pay any resulting costs and damages finally awarded by a court with respect to such claim. In the event of a claim or threatened claim under this section by a third party, Sage may, in its sole discretion, elect to (i) revise the Sage Products so that they are no longer infringing, (ii) obtain the right for Partner to continue using the Sage Products, or (iii) terminate this Agreement upon 10 days' written notice. THIS SECTION 10.1 REPRESENTS THE SOLE AND EXCLUSIVE LIABILITY OF SAGE AND THE EXCLUSIVE REMEDY OF PARTNER FOR INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY RIGHTS.

10.2. Partner Indemnification. Subject to section 10.3, Partner shall defend Sage and its Affiliates, at Partner's expense, in any third-party claim arising out of any breach of contract or any tort by Partner relating to a Customer or this Agreement. If there is an adverse judgment in any such claim, Partner shall pay any resulting costs and damages finally awarded by a court with respect to such claim.

10.3. Indemnification Procedures. In the event of a potential indemnity obligation under this section 10, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party'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 the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

11. Limitation of Liability

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION),

THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION (AND WHETHER IN CONTRACT OR IN TORT) WILL BE LIMITED TO THE TOTAL AMOUNT PAYABLE OR OTHERWISE DUE TO PARTNER FOR SALES OF PRODUCTS UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

12. General Provisions

12.1. Notices and Electronic Communications by Sage. Sage may send any notices permitted or required under this Agreement by e-mail, express mail, or by a nationally recognized courier to Partner's last known address, effective upon transmission (if by email or express mail) or on receipt (if by courier). Partner shall send legal notices to Sage at Sage Software, Inc., 271 17th Street NW, Suite 1100, Atlanta, Georgia 30363, Attn: Legal Department.

12.2. Independent Contractors. The relationship of Sage and Partner is that of independent contractors. Neither party has any authority to act on behalf of the other party or to bind it, and in no event will the parties be construed to be partners, employer-employee, or agents of each other.

12.3. Equal Opportunity Employer. Sage is an Equal Opportunity Employer and is thereby subject to the Equal Employment Opportunity clause in Section 202 of the Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the implementing rules and regulations of the Department of Labor's Office of Federal Contract Compliance Programs are incorporated herein by specific reference. **Sage and Partner shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

12.4. Governing Law Arbitration; Venue. The validity, construction and interpretation of the Agreement will be governed by: (1) for Partners with a principal place of business in any Territory other than Canada, the laws of the State of Georgia, and (2) for Partners with a principal place of business in Canada, the laws of the Province of Ontario, in each case excluding its conflict of laws provisions. Except for the right of either party to apply to a court for a temporary restraining order, a preliminary injunction, or other equitable relief, any controversy, claim, or action arising out of or relating to the Agreement will be settled by binding arbitration in: (1) Atlanta, Georgia (for Partners with a principal place of business in any Territory other than Canada), and (2) Toronto, Ontario (for Partners with a principal place of business in Canada), under the rules of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. The parties consent to the exclusive jurisdiction and venue of the courts located in such applicable locations for any action permitted under this section, challenge to this section, or judgment upon the award entered.

12.5. Assignment. This Agreement may not be assigned by either one of the parties by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld. Partner consent is not required in connection with Sage's assignment of the Agreement pursuant to a merger, acquisition, or sale of all or substantially all of the assigning party's assets.

12.6. Force Majeure. Notwithstanding any provision contained in this Agreement, neither party will be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement are delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; government action; epidemics; or, without limiting the foregoing, any other causes not within its control and which, by the exercise of reasonable diligence, it is unable to prevent. This clause will not apply to the payment of any sums due under this Agreement by either party to the other.

12.7. Miscellaneous. Headings in this Agreement are for reference purposes only and will not affect the interpretation or meaning of this Agreement. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this Agreement will be construed as a waiver of such right

or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights.

12.8. Entire Agreement. This Agreement constitutes the entire agreement between Sage and Partner with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter. No term or condition contained in a purchase order or similar document issued by Partner will apply, even if Sage has accepted the order set forth in such purchase order or similar document, and all such terms or conditions are otherwise hereby expressly rejected by Sage.

12.9. 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.***

(Template Last Updated – October 2020)