IMPORTANT - READ ALL OF THE FOLLOWING TERMS AND CONDITIONS

Sage 300 People – Sage VIP Classic and Premier Agreement

This agreement deals with direct (through Sage) and indirect (through a Reseller) sales of software. Please note clause 21 of this agreement, which deals with specific provisions when purchasing through a Reseller.

LAST UPDATE FEBRUARY 2026

The parties agree as follows:

1. Definitions and interpretations

1.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:

1.1.1 **"Affiliate/s"** means a company, corporation or other entity that directly or indirectly controls, or is under common control of, the End-User, where 'control' is the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity;

1.1.2 **"Agreement"** means this document and any documentation expressly incorporated herein by reference, including, including the Data Processing Agreement ("DPA") found at this link: **https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-termsand-conditions/** , any applicable orders, amendments or supplementary agreements specifically referenced hereto and effected as amendments as provided herein;

1.1.3 **"Annual License Fee"** means the fee payable in terms of clauses 10.6 and 10.7 of this Agreement by the End-User;

1.1.4 **"Consent"** means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information *;*

1.1.5 **"Controller"** means the person who processes Personal Information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party;

1.1.6 **"Documentation"** means the online or written user guides, specifications and manuals regarding the Software made available by us, and any updates thereto, but excluding marketing materials and sales publications;

1.1.7 **"Effective Date"** means the date on which you accept and sign the order or the date you do anything which indicates your acceptance of this Agreement or the date you access and use the Software for the first time, whichever date is earlier;

1.1.8 **"End-User"** means the licensee or customer making Use of the Software procured under the applicable Order;

1.1.9 **"End-User Data"** means the data, information or material the End-User (or its Personnel) provide, input, process or submit into the Software;

1.1.10 **"Force Majeure Event"** means an act of God (e.g. a natural disaster, accident or epidemic) or another event outside of a party's reasonable control (e.g. acts of war, terrorism, government or regulatory authority or by another third party outside the party's control);

1.1.11 **"Initial License Fee"** means the initial licence fee payable for the Licensed Materials as set out or referred to in this Agreement or any invoices or other documentation issued by the Supplier;

1.1.12 **"Intellectual Property Rights ("IP")"** means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, knowhow or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired;

1.1.13 **"Licensed Materials"** means collectively the Software and all Documentation;

1.1.14 **"License File"** means the applicable order and the file with the Software components licensed to the End-User sent by Sage to the End-User;

1.1.15 **"Location"** means the address/es specified by the End-User in the License File;

1.1.16 **"Microsoft®"** means the Microsoft Corporation or one of its Group Companies;

1.1.17 **"Microsoft SQL"** means the optional additional product provided by Microsoft®,

referred to as Microsoft® SQL™ (© Copyright 2021 Microsoft Corporation. All rights reserved), together with any associated media, printed materials, and "online" or electronic documentation relating to the same, that you may purchase via a Sage Partner with the Product (as applicable), subject to payment of an additional fee;

1.1.18 **"Order"** mean the applicable order document signed by Sage and the End-User and the Reseller and the End-User (in the event of the Software being purchased through a Reseller) containing the details of the Software procured by the End-User as well as the

fees which together with this Agreement forms a binding contract between the End-User and Sage;

1.1.19 **"Personal information"** means any information about a living human being or existing organisation (as applicable data protection laws require), provided that someone is capable of identifying them from that information "Personnel" of a party shall include employees, directors, agents, consultants, contractors, subcontractors, professional advisers, or other representatives of such party, while "Employees" of a party is limited to employees (whether permanent or fixed-term) and directors of the party;

1.1.20 **"Personnel"** means, in relation to a party, without limitation, employees, directors, agents, consultants, contractors, subcontractors, professional advisers, or other representatives of such party, while "Employees" of a party is limited to employees (whether permanent or fixed-term) and directors of the party;

1.1.21 **"Privacy Notice"** means the privacy notice posted on the website of the Sage Group plc entity with which you contracted with in terms of the Order (or such other URL as Sage may notify to you from time to time);

1.1.22 **"Processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information;

1.1.23 **"Reseller"** means an independent third party authorised or certified by Sage to act as a Reseller or distributor of the Software;

1.1.24 **"Responsible Party/Controller/ Operator"** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information;

1.1.25 **"Restricted Territories"** means (i) Cuba, Sudan, Iran, North Korea, 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, the U.S., United Nations or elsewhere;

1.1.26 **"Sage " "us" "we" "our"** means Sage South Africa Proprietary Limited, company registration number 2003/015693/07;

1.1.27 **"Software"** means the computer programs licensed to the End-User by the Supplier under this Agreement, including any upgrades, modifications, enhancements or corrections thereto, in accordance with the specific provisions of clause 9 hereof, in machine-readable object code form, and/or any part thereof and any back-up copies made under this Agreement;

1.1.28 **"Supplier "** means the Sage or the Reseller as applicable;

1.1.29 **"Use"** means transmitting any portion of the Software for processing and/or compiling, executing or interpreting any machine instructions contained in the Software and/or displaying any portion of the Software in connection with the processing of such

machine instructions. Other technical expressions shall have the meanings commonly attributed to them in the computer and information technology industry; and

1.1.30 **"User"** means those individuals who are authorised by you to access and use the Software. Users may include your employees, consultants, contractors or agents.

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

1.3 In this Agreement, terms used that have meanings ascribed to them in applicable data protection laws, including "data subject", "processing", "personal data", "controller", "responsible party", "processor" or "operator", carry the meanings set out under those laws to the extent that this Agreement does not define them.

2. Licence and term

2.1 As from the Effective Date and until terminated pursuant to the terms of this Agreement, the Supplier grants the End-User a limited, non-exclusive, non-transferable, non-sublicensable licence to Use the Software and Licensed Materials (except as expressly permitted herein) for its own business purposes, solely on the following terms:

2.1.1 To Use the Software for the number of users and software components specified in the License File.

2.1.2 In the case of Software operating on a local area network or wide area network, the End-User may Use the Software on a single file server with more than one Affiliate workstation, provided that a licence fee is paid for each concurrent user that has a network access to the Software from the file server.

2.1.3 The End-User may make up to two backup copies of the Software for security purposes only, provided that all backup copies bear the same copyright, trademark notices and other proprietary legends as the original copy.

2.2 The End-User accepts the licence granted to it in terms of clause 2.1 and acknowledges that it obtains no rights of ownership of the Software.

2.3 The End-User accepts that this Agreement governs the terms under which the right to use the Software is granted.

2.4 Save for the standard software maintenance plan set out in clause 14 which may form part of this Agreement, any services including implementation services acquired from Sage or a third party are contracted and billed separately from this Agreement.

2.5 Microsoft SQL is a service that integrates with certain eligible Sage products, which may include the Software and/or License Materials (if applicable) and if detailed in your Order. The Customer agrees and acknowledges that Microsoft SQL, is provided by Microsoft®.

2.6 You agree to be bound by the additional terms and conditions for Microsoft SQL which terms can be accessed at the following link **https://www.microsoftvolumelicensing.com/ .** Where there is a conflict between the terms and conditions of this Agreement and the additional terms for

Microsoft SQL, the Microsoft SQL terms shall prevail concerning Microsoft SQL.

2.7 Unless terminated earlier in accordance with the terms of this Agreement and subject always to clauses 10.9 and 10.10, the initial term of this Agreement shall be 12 months from the Effective Date ("Initial Term") and will automatically renew for additional periods of 12 months (each a "Renewal Term") unless either party gives the other notice of non-renewal at least 30 days before the end of the Initial Term or Renewal Term unless as otherwise stated in the Order.

3. Prohibited uses

3.1 The End-User may not reproduce or distribute copies of the Licensed Materials to others or electronically transfer the Software from one computer to another over a network or on disk.

3.2 The End-User may not make copies of the Documentation or procure their reproduction through any third party without the prior written consent of the Supplier, and such consent shall not be unreasonably withheld or delayed. If the End-User requires additional copies of the Documentation, these may be obtained from the Supplier at the then-prevailing rate.

3.3 The End-User may not Use the Software for personal, family, household, or other non-business purposes.

3.4 The Licensed Materials contain intellectual property and know-how, system design and proprietary information which is the exclusive and valuable property of the Supplier, and the EndUser may not disclose to others any such information or materials relating to the design, construction, operation or issue of the Licensed Materials except in connection with the Use permitted by this Agreement, or as agreed in writing by the Supplier.

3.5 Except to the extent expressly required to be permitted by law, the End-User may not modify, translate or create derivative works based on the Software, nor reverse assemble, decompile or reverse engineer the Software, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of the Software or any files contained in or generated by the Software, nor shall it permit, whether directly or indirectly, any third party to do so.

3.6 The End-User may not without the Supplier's prior written consent, merge or combine the whole or any part of the Software with any other software or documentation.

3.7 The End-User may not without the Supplier's prior written consent, grant any third-party direct access to the Software, including, without limitation by way of lease, loan, resale, distribution or grant of sub-licences based on the Licensed Materials or any part thereof, nor use the same to act as a bureau or for time-sharing use.

3.8 End User and/or your Users must not use the Software and/or Licensed Materials in a way which is illegal, or which interferes with or disrupts other Internet users, service providers including the Supplier, their computers, software or hardware including without limitation:

3.8.1 propagating computer worms, trojans or viruses;

3.8.2 attempting a denial of service attack on the Software and/or Licensed Materials;

3.8.3 hacking or breaking any security mechanism on the Software and/or Licensed Materials;

3.8.4 using the Software and/or Licensed Materials to gain unauthorised access to another computer or network or in a way that disrupts or threatens the Software and/or Licensed Materials;

3.8.5 sending harassing, obscene, indecent, offensive or threatening electronic mail;

3.8.6 forgery (or attempted forgery) of electronic mail messages;

3.8.7 placing, transmitting or storing any defamatory material; and

3.8.8 using the Software in a bureau or outsourcing capacity to generate revenue.

3.9 The End-User acknowledges that the Licensed Materials, related product logos and product names are the trademarks or are otherwise proprietary to the Supplier, and the End-User may not remove any such notices or product identification or attempt to cover or disfigure the same.

4. Control of the software and equipment

4.1 The End-User shall follow all reasonable instructions given by the Supplier from time to time, in connection with the Use of the Software. The End-User shall permit the Supplier at reasonable times, and at the Supplier's expense, to verify that the Use of the Licensed Materials is within the terms of this Agreement.

4.2 the total number of users must not exceed the number specified in the License File. The additional licensed system must not be used for processing other than for backup purposes under any circumstances.

4.3 You will be responsible for providing and maintaining your own compatible equipment, software and communications lines which are required to connect you to the Internet and access the Software and for your compliance with any third-party terms or other third-party agreements in relation to your use of your equipment, software and communications lines.

4.4 In the event you use on-premises Software that integrates with the Software, your use of such onpremises Software is subject to the terms and conditions of the relevant end-user license agreement, subscription agreement, or other agreement applicable to such on-premises Software. You are only authorized to access and Use the functionality of the Software through (i) your private Internet or extranet using an Internet connection you provide or (ii) a wireless communication network you connect to, on devices you provide.

4.5 You may not install any components of the Software on your devices unless Sage provides express instructions for you to do so.

5. Inter-group transfers

In certain circumstances, which must be agreed in advance and in writing by the Supplier and on payment of the Supplier’s then prevailing fee (which shall not exceed one per cent of the then-current standard retail price of the impacted licenses), the End-User may be entitled to assign or otherwise dispose of its rights and obligations under this Agreement to any other Affiliate of the End-User, or if the End-User is disposed of as part of a going concern to another company. For the avoidance of doubt, the End-User shall not be entitled to assign or otherwise dispose of its rights and obligations under this Agreement if the End-User has a petition presented or passes a resolution for winding up or has a receiver or administrator appointed over its assets or makes an arrangement with its creditors to go into liquidation or, if the End-User being an individual, becomes bankrupt or commits any act of bankruptcy with its creditors.

6. Intellectual property rights

Unless agreed otherwise between the Supplier and the End-User and recorded in writing, the copyright and all other Intellectual Property Rights of whatever nature in the Licensed Materials and any modifications or changes thereto and all patents, trademarks and copyrights relating thereto are and shall remain the property of the Supplier and/or its Affiliates, and any rights in any other work prepared or carried out by the Supplier hereunder shall vest in the Supplier on creation thereof. The End-User shall notify the Supplier immediately if the End-User becomes aware of any unauthorised Use of the Licensed Materials in whole or in part by any third party.

7. Intellectual property rights indemnity

7.1 Supplier hereby indemnifies the End-User against any claim that the normal Use or possession of the Licensed Materials (including but not limited to any new updates and/or improved versions thereof) infringes intellectual property rights of any third party, provided that Supplier is given immediate and complete control of any such claim, and that the End-User gives Supplier such assistance as Supplier may reasonably require to settle or oppose any such claim, provided that Supplier shall meet the End-User's reasonable costs of so doing.

7.2 If any Licensed Materials are held or alleged to infringe any intellectual property rights, Supplier shall have the option, at its own expense, to (i) obtain for the End-User the right under the relevant intellectual property right to continue using the affected Licensed Materials; (ii) replace the relevant part of the Licensed Materials with a non-infringing replacement; (iii) modify the relevant part of the Licensed Materials to make it non-infringing; or (iv) refund the depreciated value of the relevant part of the Licensed Materials, and accept return of the same. Supplier shall, however, at all times use reasonable endeavours to ensure that the End-User is left with fully operational and functionally equivalent Licensed Materials.

7.3 Supplier shall not indemnify or be liable for any costs or damages if a claim of infringement of intellectual property rights arises out of; (i) compliance with the End-User’s requests; (ii) incorporation of the End-User’s or a third party’s product or products in or with any Licensed Materials; (iii) modification of any Licensed Materials after delivery by Supplier; (iv) the End-User’s Use of other than the latest supported releases of any Licensed Materials (if such release has been made available to the End-User); (v) the End-User’s Use of any Licensed Materials after receiving notice that the relevant Licensed Materials infringe any intellectual property rights; or (vi) any other fault, action or inaction of the End-User.

7.4 The End-User shall inform the Supplier of any claim or action brought against the End-User on the issue of infringement of any copyright and other intellectual property rights in the Licensed Materials.

7.5 The foregoing states the entire liability of Supplier to the End-User in respect of infringement or alleged infringement by the Licensed Materials of the intellectual property rights of any third party.

7.6 The foregoing obligations as to intellectual property rights indemnity shall survive any termination under this Agreement, howsoever caused.

8. Confidentiality

8.1 The End-User acknowledges that the Licensed Materials contain intellectual property rights and

know-how, system design and proprietary information which is the exclusive and valuable property of Sage and/or its Affiliates. Subject to sub-clauses 8.2 and 8.3 the End-User undertakes to treat as confidential all information contained or embodied in the Licensed Materials and in any specifications thereof made available to the End-User and shall not save as provided in sub-clauses 8.2 and 8.3 disclose the same in the whole or in part to any third party, other than the Personnel of the End-User as described in clause 8.2 below, without the prior written consent of the Supplier.

8.2 The End-User shall be permitted to disclose aspects of the Licensed Materials to its Personnel to the extent necessary and to those Personnel having a legitimate need to know. The End-User is responsible for ensuring that such Personnel is made aware, before such disclosure, that the Licensed Materials are the confidential material of the Supplier, and that such Personnel may not disclose such material to outside third parties but keep the information confidential.

8.3 The provisions of sub-clause 8.1 shall not apply to:

8.3.1 information in the public domain otherwise than by breach of this Agreement; and/or

8.3.2 information already in the possession of the receiving party prior to disclosure with the right to use; and/or

8.3.3 information received from a bona fide third party without breach of the obligation to the other party hereto, and/or

8.3.4 information which is required to be publicly disclosed by law or by any statutory, governmental or regulatory body having jurisdiction over such party.

8.4 The End-User shall affect and maintain reasonable security measures to safeguard the Licensed Materials from theft, or access by any person other than the Personnel of the End-User in the normal course of their employment or other appropriate contractual arrangements with the EndUser.

8.5 Both parties shall treat as confidential all information obtained from each other which is designated as confidential, or which either party may be told is confidential by the other party, or which either party might reasonably expect the other to regard as confidential and shall not, save as provided in Clauses 8.2 and 8.3, disclose the same to any third party without the prior written consent of the other.

8.6 The foregoing obligations as to confidentiality shall survive any termination under this Agreement, howsoever caused.

9. Upgrade system overlap

9.1 Where an End-User has purchased an upgrade from one licensed product to another then, save for a permitted period of dual processing, the End-User's licence for the product being replaced shall terminate on the first Use of the upgrade. The maximum period allowed for such dual processing is three (3) months from the date in the month in which the upgrade was purchased.

9.2 At the end of the dual processing period, the End-User must confirm to the Supplier in writing that they have read-only access to the product purchased or licensed subsequent to the upgrade from one licensed product to the other. Failure to do so on request from the Supplier will result in a fee payable by the End-User for the Use of the non-current Licensed Materials for a period of at least six (6) months.

9.3 The Supplier reserves the right to require the End-User to remove unlicensed versions of the Licensed Materials from the computer hardware of the End-User, at any time after the end of the dual processing period.

10. Fees and payments

10.1 The End-User shall pay the Supplier or the Reseller (in the event the Software has been purchased through a Reseller) the Initial Licence Fee within (thirty) 30 days of the Effective the date of this Agreement upon receipt of the applicable invoice.

10.2 Thereafter, the Agreement will be renewed for a further period of 12 months subject to clause 2.7 and provided that the End User pays the Annual License Fee on or before each Renewal Term.

10.3 The Licence Fee for each subsequent year shall be determined, in part, by considering the number of Users as well as the modules purchased by the End-User. Module purchases are not refundable.

10.4 In the event that End-User elects a monthly payment option, the End-User shall be required to sign a monthly debit order form for the tax year ending on the last day of February with the amount stipulated in the Order.

10.5 No right to Use the Licensed Materials shall be granted until the Supplier or Reseller (in the event the Software has been purchased through a Reseller) has received full payment of the Initial License Fee and the Annual License Fee due regardless of implementation status.

10.6 An Annual License Fee (as stated in the applicable Order), is payable by the End-User for access to the Software and the Software Maintenance Services in clause 14 for 1 (one) year from the date of the relevant invoice for such Annual License Fee ("Maintenance Period").

10.7 The Annual License Fee is due and payable on each Renewal Term to ensure continued access to and Use of the Software and Software Maintenance Services in clause 14.

10.8 Payment of the Annual License Fee stipulated in the applicable Order will result in the automatic renewal of the Agreement for a further period of 12 months subject to clause 2.7.

10.9 Sage shall be entitled to increase the Annual Licence Fee at the start of each Renewal Term.

10.10 In the event of non-payment of the Initial License Fee and/or Annual License Fee or other Fees, the Supplier will:

10.10.1 Have the right to terminate this Agreement with immediate effect;

10.10.2 Suspend End-User or User access to the Software and Software and Maintenance Services;

10.10.3 Terminate access to the Software and Software and Maintenance Services set out in clause 14; and/or

10.10.4 Withhold the license renewal code.

10.11 Should the End-User wish to re-instate access to the Software and the Software Maintenance Services, a reinstatement fee will apply and will be calculated at the time of re-statement.

10.12 Any maintenance and support fees for third party software procured through Sage or Reseller will be collected by, and payable directly to, Sage or Reseller.

10.13 Payment of the Initial License Fees and/or Annual License Fees or other Fees to Sage by either

you or your Reseller is not dependent on implementation services and /or successful implementation being completed.

11. Warranty

11.1 The Supplier warrants that it has the right to grant the licences to Use the Software as set out in this Agreement.

11.2 The Supplier warrants that for a period of ninety (90) days from the date of supply, when properly used, the Software will perform generally in accordance with the Documentation for such Software in force at the date of supply, except that some deviation therefrom may occur due to a policy of continual upgrade to both the Software and the Documentation.

11.3 The End-User acknowledges that the Software consists of standard modules which have not been prepared to meet the End-User's particular requirements and it is, therefore, the End-User's responsibility to ensure that the Software meets its requirements.

11.4 Sage:

11.4.1 does not warrant that your Use of the Software will be uninterrupted or error-free, or that the Software, Documentation and/or the information obtained by you through Use of the Software will meet your requirements or produce particular outcomes or results (irrespective of whether you informed Sage or a Reseller about how you intend to Use the Software at the point of purchase); and

11.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

11.4.3 does not warrant and/or indemnify you against cyber-attacks, fraud, phishing, data breaches, data loss, data infringement or any other attack on your system or account that occurs as a result of your negligence or unauthorised access to your account by your user/s or a third party/s in relation to the Software and/or Use thereof. You agree to apply all reasonable security controls and measures when using the Software.

11.5 THE EXPRESS TERMS OF CLAUSES 11.1 AND 11.2 ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, GUARANTEES AND REPRESENTATIONS (OTHER THAN FRAUDULENT MISREPRESENTATIONS) IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Liability

12.1 The Software is not fault-tolerant and is not designed or intended for use in hazardous environments or in relation to high-risk activities requiring fail-safe performance, where the failure of the Software could lead directly to death, personal injury or severe physical or property damage. Sage expressly excludes any liability relating to the use of the Software for such purposes.

12.2 The Supplier shall indemnify the End-User in respect of personal injury or death to any person or loss or damage to any property caused directly by the negligent acts or omissions of the

Supplier, its servants, agents or sub-contractors. Except in respect of personal injury or death caused by negligence (for which by law no limit applies) the liability of the Supplier for loss or damage to tangible property in respect of any one event or series of connected events whether under this clause or otherwise, each party's liability is capped at the fees actually paid by the End-User in the 12 months preceding the claim.

12.3 In any event (including, without limitation, if any exclusion or other provision in clause 12.4 is held ineffective or is disallowed for any reason), except for those events governed by clause 12.2, the maximum aggregate liability of either party whether arising from negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or otherwise shall not in any circumstances exceed the purchase value of the Software.

12.4 Notwithstanding any other provision of this Agreement in no event shall either party be liable to the other for:

12.4.1 loss of profits, loss of business, loss of revenue, loss of goodwill, loss of anticipated savings;

12.4.2 loss of or spoiling of data; and/or

12.4.3 any indirect or consequential loss or damage; howsoever caused, whether arising from breach of contract, negligence, misrepresentation or otherwise, even if either party knew or should have known of the possibility of such loss.

12.5 The foregoing obligations as to liability shall survive any termination under this Agreement, howsoever caused.

13. Release of software

13.1 The End-User acknowledges and accepts that the Licensed Materials may require passwords for their proper Use and any necessary passwords will not be released until the Supplier has received a signed Order. Receipt by the Supplier of incomplete Order/s shall mean that the Order will not be processed.

13.2 When an End-User changes its trading name this may require a change in the passwords, and such a change must be communicated, in writing, by the End-User to the Supplier, and accompanied by a copy of the Certificate of Incorporation on Change of Name.

14. Software maintenance services provided by Sage only

14.1 ANY ADDITIONAL SOFTWARE AND MAINTENANCE SERVICES REQUESTED VIA A RESELLER IS PAYABLE BY THE END-USER DIRECTLY TO THE RESELLER.

14.2 In consideration for the payment of the Annual License Fee, either Sage or your Reseller (if the Software is purchased through a Reseller) will provide Software and Maintenance Services to the End-User:

14.2.1 In accordance with the Documentation;

14.2.2 Support via online knowledge portal (self-service);

14.2.3 Telephonic and email support (during normal office hours);

14.2.4 Chat support during normal office hours (as applicable);

14.2.5 Periodic updates in relation to new statutory requirements which either Sage or your

Reseller (if the Software is purchased through a Reseller) will endeavour to make available prior to the date of coming into operation of the legislation in question; 14.2.6 New releases of the Software with system improvements; and

14.2.7 Release notes on statutory changes and new system features.

14.3 Neither Sage nor your Reseller (in the event of the Software or Software and Maintenance Services have been purchased through a Reseller) will be required to provide Software and Maintenance Services to the End-User where any errors arise from (i) End-User's failure to fulfil or comply with its obligations under this Agreement; or (ii) any other circumstance where it is stated in the Documentation that such Software and Maintenance Services will not be provided. If Sage or your Reseller (in the event of the Software and Software Maintenance and Support Services have been purchased through a Reseller) offer enhanced support, then you may purchase these services separately in accordance with the then-current price list.

14.4 The End-User agrees that the Annual License Fee entitles the End-User to the limited to the plan outlined above in this clause 14 and does not provide for any assurances on implementation, support or other services not envisaged in this clause 14.

14.5 The End-User is required to maintain a matching level of software maintenance for Users of the same Software.

15. Non-solicitation

It is acknowledged that the Agreement will enable the End-User to become intimately concerned with the business affairs and employees of Sage. End-User acknowledges that Sage is likely to suffer economic or other prejudice should it solicit and/or employ Sage's employees. In light of this, the End-User agrees that it will not for the duration of the Agreement and for one year following solicit in any way whatsoever, whether directly or indirectly and/or employ (or attempt to do so) any person who is in the employment of Sage. To the extent that End-User breaches the provisions of this clause 15, End-User shall pay Sage a finder's fee equal to the annual gross remuneration payable to the employee by Sage during the year preceding the resignation of the employee. The finder's fee shall be payable within 30 (thirty) calendar days of receipt of an invoice from Sage and shall be without prejudice.

16. Termination

16.1 Subject to clause 10 (Fees and Payment), this Agreement shall terminate automatically if either party fails to comply with any of the provisions of this Licence Agreement and does not rectify such non-compliance within fifteen (15) days of written notice thereof.

16.2 Either Party may, without prejudice to any other rights or remedies, and without being liable to the End-User for any loss or damage which may result, give written notice to other party terminating this Agreement with immediate effect in the event of the other party becoming insolvent or committing any act of insolvency; or being wound up, whether provisionally or finally and whether compulsorily or voluntarily or being placed under business rescue proceedings; or being wound up, whether provisionally or finally and whether compulsorily or voluntarily or being placed under business rescue proceedings; or entering into any arrangement or compromise with any of its creditors; or being the subject of any resolution passed for its winding up or dissolution; or having a judgment given against it in any court of law which, if appealable, is not appealed against within the period allowed for the lodging of

such an appeal or, if not subject to an appeal, remains unsatisfied for a period of ten (10) days.

16.3 Upon termination from any cause whatsoever, the End-User shall lose all rights to Use the Licensed Materials and shall forthwith destroy the same and all copies made in whole or in part for any purpose, and shall complete a purge certificate, which shall be provided to the End-User by the Supplier and return it to the Supplier confirming that all such copies have been destroyed.

16.4 Your licence to use Microsoft SQL with the Software shall automatically terminate upon the termination or expiry of this Agreement, and you shall not be entitled to a refund of any prepaid fees in respect of Microsoft SQL.

16.5 Notwithstanding anything to the contrary in this Agreement, End User may not terminate this Agreement in whole or part during the Term except in accordance with this Agreement.

17. Data protection and privacy

17.1 The Parties agree that to the extent that Sage Processes Personal Information on your behalf in accordance with this Agreement, the Data Processing Agreement found at **https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-terms-andconditions/** and Sage's Privacy Notice and Privacy Policy as amended and updated from time to time found at **https://www.sage.com/en-za/legal/privacy-and-cookies/protection-of-personalinformation/** forms part of this Agreement.

17.2 Notwithstanding this clause 17 , the End-User owns the End-User Data and has sole responsibility for its legality, reliability, integrity, accuracy and quality and shall also be responsible for its own compliance with applicable data protection and privacy laws.

18. Anti-bribery and conflict of interest

18.1 The Parties shall ensure that persons affiliated with them:

18.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the “Relevant Requirements”);

18.1.2 not engage in any activity, practise or conduct which would constitute an offence of any of the Relevant Requirements;

18.1.3 not do, or omit to do, any act that may lead to the breach of any of the Relevant Requirements;

18.1.4 promptly report any request or demand for any undue financial or other advantage received by you in connection with this Agreement;

18.1.5 have and maintains in place throughout the term of this Agreement, their own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

18.1.6 if requested, provide reasonable assistance, to enable us to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements.

18.2 Each Party agrees to indemnify the other against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded as a result of the breach of this Clause 18.

18.3 Each Party shall promptly notify the other Party if, at any time during the term of this Agreement if its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in this clause 18 at the relevant time.

18.4 The End-User shall ensure that no Conflict of Interest arises between the interests of Sage and the interests of the End-User. The End-User shall notify Sage in writing as soon as is practically possible of any potential Conflict of Interest and shall follow Sage's reasonable instructions to avoid, or end, any Conflict of Interest. For the purpose of this Agreement, "Conflict of Interest" means a situation in which the End-User has competing interests or loyalties which could impact their ability to act objectively and fairly in their capacity as the End-User.

18.5 In the event that either party becomes aware of the other party or, its Personnel and/or Affiliates breaching the obligations under this clause 18, the relevant party shall notify the other immediately and provide all relevant information to allow that party to take any actions as it deems appropriate including but not limited to refusing to allow the relevant party to deal with Software.

18.6 Breach of this clause 18 shall be deemed a material breach incapable of being remedied under this Agreement and Sage shall, at its sole discretion, have the right to terminate the Agreement with immediate effect.

19. Export and sanctions compliance

19.1 The End-User hereby confirms that: (i) it shall comply with AML CTF, sanctions laws, regulations and regimes imposed by relevant authorities being the FIC who takes into account sanctions lists of the OFAC, UN and the UK and EU, including but not limited to, the Office of Foreign Assets Control (OFAC), the UN, the UK and EU; (ii) neither it nor any of its Affiliates are named on any "denied person list" (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor is it or any of its Affiliates owned or controlled by a politically exposed person; and (iii) it has and shall maintain throughout the term of this Agreement appropriate procedures and controls to ensure and be able to demonstrate its compliance with this clause 19.1. End-User shall not permit any of its Personnel to access and/or use the Software in violation of any export restrictions in any jurisdiction or any sanctions law or regulation or in any Restricted Territories. Such access and/or use is not permitted by Sage and shall constitute a material breach of this Agreement. End-User will promptly notify Sage if either End-User or any of its Affiliates has violated, or if a third party has a reasonable basis for alleging that End-User or any of its Affiliates has violated, this clause 19.1. End-user shall indemnify (and keep indemnified) Sage, its Affiliates and their officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorney's fees and costs) arising out of or in connection with End User's (or End-User's Personnel) breach of this clause 19.1.

19.2 Sage reserves the right to carry out an audit of the End-User's locations, Personnel and Affiliates to assess its compliance with this clause 19.

19.3 Breach of this clause 19 shall be deemed a material breach incapable of being remedied under this Agreement and Sage shall, at its sole discretion, have the right to terminate the Agreement with immediate effect.

20. General

20.1 The End-User may not assign, transfer or otherwise dispose of its rights and obligations under this Agreement without the prior written consent of the Supplier, subject to clause 5.

20.2 This Agreement is only valid when an Order has been signed by authorised representatives of the End-User.

20.3 This Agreement sets forth the entire agreement and understanding between the parties hereto relating to the subject matter contained herein and supersedes all previous communications, representations, proposals or prior agreements between them. This clause shall not exclude liability for fraudulent misrepresentation.

20.4 All notices required to be given under this Agreement by one party to the other shall be sufficiently given if in writing and delivered or sent by electronic mail or courier to the address specified at the beginning of this Agreement, or such other address as the appropriate parties may designate in writing with a reasonable notice period, from time to time. Notices shall be deemed to have been received on delivery if delivered by hand, or on the second day after posting if sent by prepaid letter or, if given by facsimile transmission, upon transmission.

20.5 The headings of the clauses of this Agreement are provided for convenience only and shall not contribute to or affect the meaning or construction of the said clauses.

20.6 Force Majeure. Sage will have no liability to you under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.

20.7 This Agreement may only be amended by written agreement between the Supplier and End-User.

20.8 If any term, part or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such provision shall to the extent reasonably possible be construed in a manner to be enforceable and the remaining provisions thereof shall remain in full force and effect and in no way be affected, impaired or invalidated, except by reason thereof the fundamental nature of this Agreement is thereby frustrated.

20.9 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the Republic of South Africa. Each party irrevocably agrees to submit to the exclusive jurisdiction of a court of competent jurisdiction in Johannesburg over any claim or matter arising out of or in connection with this Agreement or the legal relationships established by it.

21. Purchasing through a reseller

21.1 The following supplemental terms apply if the End-User purchases the Software, Software Maintenance Services through a Reseller:

21.1.1 (i) such document shall constitute an Order; and (ii) End-User acceptance of such Order shall be an acceptance of this Agreement provided that any transactions solely between End-User and the Reseller shall not form part of this Agreement. First-line technical support for the Software will be provided by the Reseller, unless otherwise expressly stated in your Order or End-User agreement with the Reseller. For the

avoidance of doubt, Sage shall not be responsible for first-line technical support if not provided by the Reseller. Any nonpayment of fees owed to a Reseller under an Order shall amount to a material breach of this Agreement. If End-User grants Reseller access to your Customer Data or to End-User Software account, such access shall constitute consent to the disclosure of Customer Data to the Reseller pursuant to clause 17 and End-User will be responsible for terminating such access. If End-User purchased the Software, Software Maintenance Services from a Reseller End-User should investigate and satisfy itself regarding the experience, skills and qualifications of that Reseller. Any Reseller is an independent contractor and is neither appointed nor authorised by Sage as our consultant, subcontractor or agent. Sage does not endorse, and does not make any representation, warranty or promise regarding any Reseller and shall have no liability whatsoever for any damage, liabilities or losses caused by any Reseller.

22. Installation and implementation services

Your Reseller may provide you with other services, such as consulting, training, installation, implementation and/or development services. Any such services or requirements are outside the scope of this Agreement and shall only be provided subject to the terms of a separate written agreement between the parties.

23. Income and Employment verification Service

23.1 **Definitions:**

23.1.1 “Authorisation” means the explicit instruction or consent provided by an Employee to enable Sage to share Employee Records with a Third Party Provider.

23.1.2 "Customer" means a Sage customer which is permitted to use the Software and Services licensed under this Agreement for its own internal business including Multi-Entity Customers (as appropriate).

23.1.3 “Customer Data” means data, information or material the Customer (or its Personnel) provide, input, process or submit into the Software and/or Service.

23.1.4 “Customer Personal Information” means any personal data relating to the Customer, including but not limited to payroll data and Employee Personal Information of Customer Employees or Multi-Entity Beneficiary Employees, processed by Sage in accordance with the Data Protection Addendum for the purposes of providing the Income and Employment Verification Service.

23.1.5 “Customer Employee” means an individual employed by the Customer whose Employee Records may be shared with a Third Party Provider for the purposes of the Income and Employment Verification Service, subject to authorisation by that individual.

23.1.6 "Data Protection Laws" all applicable laws and regulations governing the use or Processing of Personal Information, including but not limited to: (i) the Protection of Personal Information Act 4 of 2013 (POPIA); (ii) the Data Protection Act 2018; (iii) the GDPR as incorporated into domestic UK law by the European Union (Withdrawal Agreement) Act 2020 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020 (together the “UK GDPR”); (iv) the Data Protection (Charges and Information) Regulations 2018; (v) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (vi) any other applicable legislation in force from time to time in respect of data protection

and privacy guidance and codes of practice issued from time to time by an applicable supervisory authority.

23.1.7 “Employee[s]” means collectively workers, employees and/or directors of (i) a Customer, (ii) a Multi-Entity Customer; or (iii) any Multi-Entity Beneficiaries.

23.1.8 “Employee Records” means specific employment and income verification information relating to a Customer Employee or Multi-Entity Beneficiary Employee.

23.1.9 “Employee Personal Information” means personal data relating to a Customer Employee or Multi-Entity Beneficiary Employee.

23.1.10 “Income and Employment Verification" means the process of confirming an individual's current or past employment status, job title, tenure, and salary information.

23.1.11 "Income and Employment Verification Service" means a service enabling Customer Employees and Multi-Entity Beneficiary Employees to validate the employment and income data held by the Customer with certain financial institutions (at that Customer Employees or Multi-Entity Beneficiary Employees’ request).

23.1.12 "Multi-Entity Beneficiary" means a third-party entity which obtains services from a Multi-Entity Customer.

23.1.13 Multi-Entity Beneficiary Employee means an individual employed by a Multi-Entity Beneficiary whose Employee Records.

23.1.14 Multi-Entity Beneficiary’s Employee Personal Information means personal data relating to a Multi-Entity Beneficiary Employee.

23.1.15 “Personal information” means any information about a living human being or existing organisation (as applicable data protection laws require), provided that someone is capable of identifying them from that information.

23.1.16 "Third Party Provider" means any third-party financial institution, tenancy and/or employment reference provider or similar third party, which, subject to the explicit authorisation and instruction of an Employee, elects to use the Income and Employment Verification Service for the provision of a specified and authorised service to that Customer employee and.

23.2 In this Agreement, terms used that have meanings ascribed to them in the Data Protection Addendum and in applicable Data Protection Laws, including “data subject”, "process", “processing”, “personal data”, 'personal information", “controller”, “responsible party”, “processor”, “operator” or "sub-operator", carry the meanings set out under those laws to the extent that this Agreement does not define them.

23.3 Where the Customer opts in for this Service, Sage will make the Service available to the Customer.

23.4 The Customer hereby authorises Sage to process, transfer and store Customer Personal Information including but not limited to Customer's or Multi-Entity Beneficiary’s payroll data and Customer’s or applicable Multi-Entity Beneficiary’s Employee Personal Information in accordance with the Data Protection Addendum and for the purposes of sharing specific employment and income verification information ("Employee Records") as authorised by the applicable Customer Employee or Multi-Entity Beneficiary Employee (as the case may be) with a Third Party Provider;.

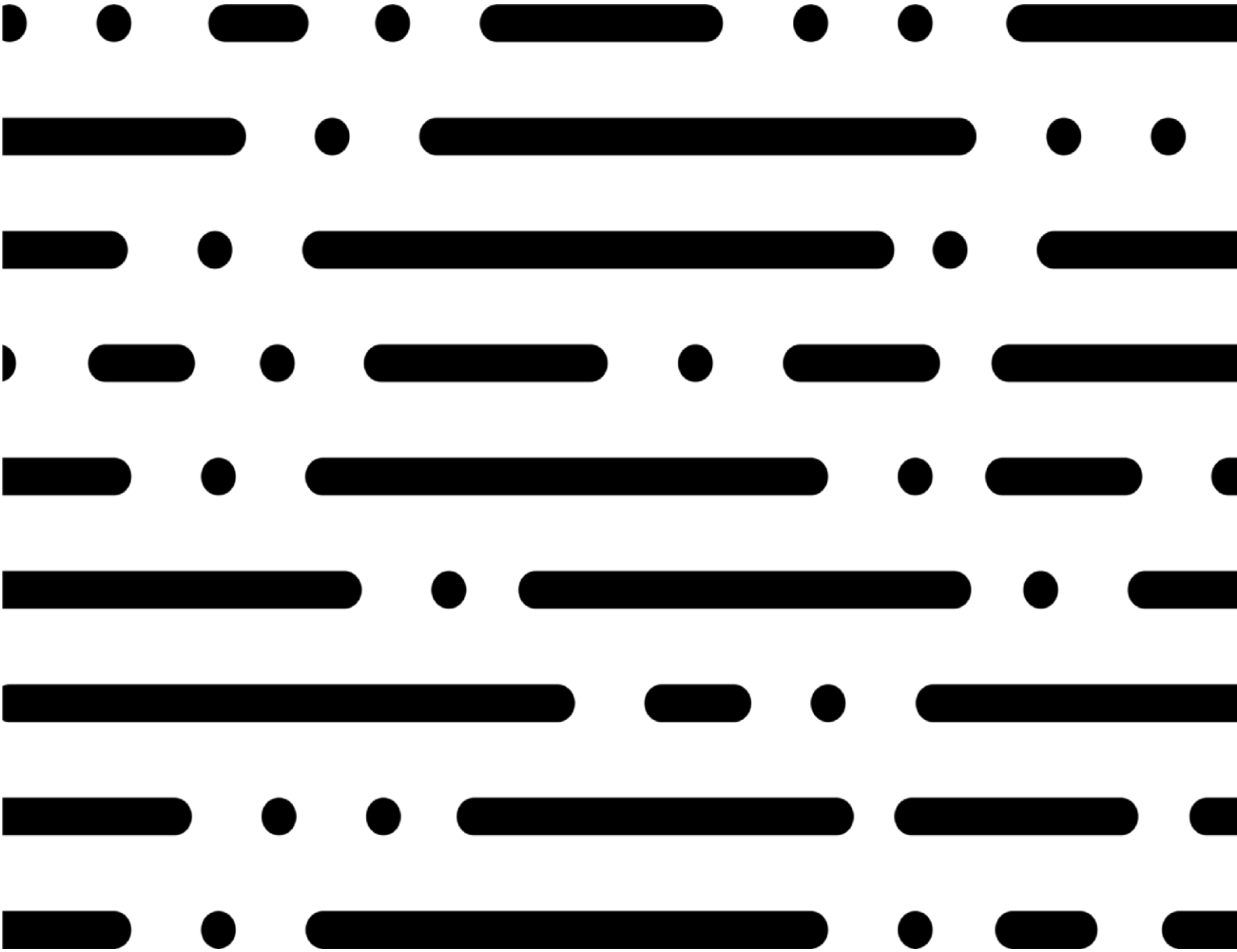
23.5 For the purpose of clause 23.4 above, the Customer confirms on its own behalf and on behalf of any Multi-Entity Beneficiary that there is a lawful basis or Employee consent to share the applicable Employee Records with a Third Party Provider to enable the release of Employee

Personal Information to the Third Party Provider to perform the Income and Employment Verification Service.

23.6 The Customer acknowledges (on its own behalf and on behalf of any Multi-Entity Beneficiary) that Sage may obtain valuable consideration from Third Party Providers in connection with any Service. The Customer shall defend, indemnify and hold Sage, the Sage Affiliates, and their officers, directors, agents and Employees, harmless from any costs (including reasonable legal fees, costs and expenses), loss, damage or liability resulting from any violation of Employees' data subject rights as defined under applicable Data Protection Laws.

23.7 Data protection and privacy

23.7.1 It is acknowledge by the parties that the Processing of Personal Information shall be undertaken in accordance with the provisions of the Data Protection Agreement found here: https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-processing-agreement/ and Sage's Privacy Notice and Privacy Policy (as amended and updated from time to time found at Sage privacy notice | Sage South Africa).

23.7.2 The Parties agree that to the extent that Sage Processes Personal Information for the purposes of accessing the Service to the Multi-Entity Customer Employees, Sage shall Process such Personal Information as a Sub-Operator for and on behalf of the Multi-Entity Customer in accordance with the Data Protection Addendum, and the Data Processing Agreement (found at https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-processing-agreement/) and Sage's Privacy Notice and Privacy Policy (as amended and updated from time to time found at Sage cookie policy | Sage South Africa) shall form part of this Agreement.

23.7.3 Notwithstanding this clause 23, the Customer owns the Customer Data and has sole responsibility for its legality, reliability, integrity, accuracy and quality and shall also be responsible for its own compliance with applicable data protection and privacy laws.