

SAGE PAYROLL AGREEMENT

This agreement deals with direct (through Sage) and indirect (through a reseller) sales of software. Please note clause 15.19 of this agreement, which deals with specific provisions when purchasing through a reseller.

LAST UPDATED July 2026

IMPORTANT NOTICE! YOUR SUBSCRIPTION TO THE SERVICE IS SUBJECT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. THEREFORE, PLEASE SCROLL THROUGH AND READ ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT CAREFULLY BEFORE CONCLUDING THE ACTIVATION PROCESS. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SAGE FOR YOUR SUBSCRIPTION TO THE SERVICE. YOU WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDING ANY TERMS AND CONDITIONS IMPOSED BY THIRD PARTY SERVICE PROVIDERS, BY DOING ONE OR MORE OF THE FOLLOWING (OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO ONE OR MORE OF THE FOLLOWING FOR YOU): (1) CLICKING “I AGREE” OR A SIMILAR AFFIRMATION AS APPLICABLE WHICH APPEARS DURING THE ACTIVATION OF YOUR SUBSCRIPTION, OR (2) ACCESSING OR USING THE SERVICE, OR (3) SIGNING A COPY OF THE ORDER FORM. YOUR SUBSCRIPTION TO THIS SERVICE MAY BE SUBJECT TO THIRD-PARTY SERVICE PROVIDER TERMS AND CONDITIONS. SAGE WILL PROVIDE THE LINK TO THE THIRD-PARTY SERVICE PROVIDER TERMS AND CONDITIONS BY SENDING AN EMAIL TO YOUR USER ADDRESS OR BY PUBLISHING A NOTICE ON ITS WEBSITE OR BY OTHERWISE DIRECTING YOU TO THE RELEVANT THIRD-PARTY TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT INCLUDING ANY TERMS AND CONDITIONS IMPOSED BY THIRD PARTY SERVICE PROVIDERS, EACH IN THEIR ENTIRETY AND WITHOUT MODIFICATION OR ADDITION (UNLESS AGREED OTHERWISE IN WRITING BY SAGE), THEN YOU SHOULD CONTACT SAGE



OR THE RESELLER YOU PURCHASED YOUR SUBSCRIPTION FROM AND YOU MUST NOT ACCESS OR USE THE SERVICE IN ANY WAY. AS THIS IS A SUBSCRIPTION AGREEMENT SAGE MAY UPDATE IT AT ANY TIME. THE MOST RECENT VERSION OF THIS AGREEMENT CAN BE ACCESSED ON THE SAGE WEBSITE FOR THE SUBSCRIPTION SERVICE. SAGE WILL MAKE REASONABLE EFFORTS TO COMMUNICATE ANY CHANGES TO THIS AGREEMENT BY SENDING AN EMAIL TO YOUR USER ADDRESS OR BY NOTICE ON IT'S WEBSITE, BUT IT IS UP TO YOU TO ENSURE THAT YOU REGULARLY CHECK, READ, UNDERSTAND AND AGREE TO THE MOST RECENT VERSION OF THIS AGREEMENT AS YOU WILL BE DEEMED TO ACCEPT ANY SUBSEQUENT AMENDMENTS TO IT IF YOU CONTINUE TO ACCESS AND USE THE SERVICE.

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"** means any entity that controls you, that you control or that is under common control with you, where "control" means the ownership, directly or indirectly, of equity securities or other ownership interests which represent more than 50% of the voting power of such affiliate.

1.1.2 **"Agreement"** means these terms and conditions for your Subscription to the Service including the Data Processing Agreement ("DPA") found at this link: <https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-terms-and-conditions/>, your order, Schedules as amended and updated by Sage from time to time together with any other documents or addenda expressly incorporated into these terms and conditions by reference.

1.1.3 **"AI-Generated Output"** means the content generated and returned to a User resulting from that User prompting or using Generative AI in the context of, or embedded within, the Software.

1.1.4 **"AI Input Data"** means Your Content obtained in connection with your use of an AI System, including:

1.1.4.1. prompts (in whatever medium) inputted by you or a User of that AI System; and

1.1.4.2. user engagement, statistical, and aggregated data (including metadata) otherwise obtained in connection with your use or a User's use of that AI System.

1.1.5 **"AI Data"** means together AI Input Data, AI-Generated Output Data and any data derived from or containing the same (including where such data, or a derivative of such data, is contained within Training Data).

1.1.6 **"AI System"** means deep learning, machine learning, and other artificial intelligence technologies, systems, models, tools and functionality, including Generative AI.

1.1.7 **"API"** means an application programming interface.

1.1.8 **"App"** means application software designed to run on a mobile device.

1.1.9 **"Commencement 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 your Subscription or you do anything consistent with accepting this Agreement such as Using the Service when you are asked to confirm that you accept this Agreement during the sign up to

the Service unless Sage agrees otherwise with you.

- 1.1.10 **“Confidential Information”** means all information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms of this Agreement, business and marketing plans, pricing and payment information, technology and technical information, product designs, and business processes. The Services and Sage Data are our Confidential Information.
- 1.1.11 **“Consent”** means any voluntary, specific, and informed expression of will in terms of which permission is given for the processing of personal information.
- 1.1.12 **“Controller”** 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.
- 1.1.13 **“Customer Support”** means the assistance Sage or your Reseller (as the case may be) provides or makes available to you on-line or by phone, email, chat or other means in accordance with the relevant Documentation provided by the Sage entity from which you purchased your Subscription.
- 1.1.14 **“Data Protection Laws”** means such data protection laws applicable to the Sage entity with which you have Subscribed to the Service.
- 1.1.15 **“Device”** means any device that meets Sage’s system requirements that you use to access any part of your Subscription.
- 1.1.16 **“Documentation”** means the prevailing documentation and information made available to you by Sage and which may be updated by Sage from time to time, including but not limited to specifications, technical and user guides including guidance as to minimum system requirements, that are set out in the Service help files and any release related notes, guides or manuals Sage publishes specific to the version of the Service which is made available, but excluding marketing materials and sales publications and any AI-Generated Outputs.
- 1.1.17 **“Employee(s)”** means an individual or individuals employed by the User or a business managed by the User and where User processes salaries and/or wages of the Employee(s).
- 1.1.18 **“Employee Bracket”** refers to the total number of Employees that User has at any given point that falls within the specified group parameters
- 1.1.19 **“Generative AI”** means an AI System capable of generating content (such as text, code, images, video and audio).
- 1.1.20 **“Intellectual Property Rights (“IP”)** means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, know-how 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.
- 1.1.21 **“Modules”** mean additional features or capabilities within the Sage Technology subscription service that is included in the Service as an add on.



- 1.1.22 **“Maintenance”** means updates, upgrades, enhanced and new functionality, patches and fixes for the Service.
- 1.1.23 **“Microsoft®”** means the Microsoft Corporation or one of its Group Companies.
- 1.1.24 **“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.
- 1.1.25 **“On-Premise Software”** means software that you may use on your on-premise computers or other Device(s) or network to use with the Service.
- 1.1.26 **“Order”** means the applicable online order form detailing your Subscription purchase, Subscription Term and Subscription Fee signed by you and Sage or you and the Reseller (in the event of Services and Subscription being purchased through a Reseller) and you containing the details of the Services procured by you as well as the Subscription Fees which together with this Agreement forms a binding contract between you and Sage.
- 1.1.27 **“Party”** means either you or Sage as the context requires and “Parties” means you and Sage together.
- 1.1.28 **“Personal information”** means any information about a living human being or existing organization (as applicable Data Protection Laws require), provided that someone is capable of identifying them from that information.
- 1.1.29 **“Privacy Notice”** means the privacy notice posted on the website of the Sage Group plc entity with which you have Subscribed to the Service (or such other URL as Sage may notify you from time to time).
- 1.1.30 **“Processor”** 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.
- 1.1.31 **“Renewal Term”** means the period stipulated in the Order for your Subscription Term.
- 1.1.32 **“Third Party Service”** means any product(s) (e.g. Apps, software of any kind, or forms), tool(s) (e.g. integration or development tools) or service(s) (e.g. cloud services, hosting services, implementation, configuration, development or accounting services) provided to you under a separate agreement or terms and conditions by a party other than Sage or our subcontractors.
- 1.1.33 **“Reseller”** means an independent third party authorized or certified by Sage to act as a partner or distributor of the Service through Sage’s various authorised partner or other programs such as Sage’s Accountants Program and Business Partner Program.
- 1.1.34 **“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.
- 1.1.35 **“Sage” “us” “we” “our”** means Sage South Africa Proprietary Limited, company registration number 2003/015693/07.
- 1.1.36 **“Sage Data”** means the information on the Order, data about the configuration and use of the Service, the Documentation, and other information provided to you via login in the Services or

otherwise by Sage in the course of performance under this Agreement, excluding: (i) Your Content (including and AI Input Data); and (ii) AI-Generated Outputs

- 1.1.37 **“Sage Technology”** means images, text, software, music, sound, photographs, video, graphics, applets, Documentation, screenshots, displays, graphical user interfaces and software incorporated into the Service and all copyright, trade secret, patent and patent applications, trademark and other intellectual property rights in and to the Service, including, but not limited to, object code, the underlying source code, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, all inventions (whether patentable or not), know-how, ideas, discoveries, compositions, products, schematics, databases, drawings, designs, samples, models, processes, procedures, data, information, manuals, notes, and any item marked "confidential" or "proprietary".
- 1.1.38 **“Schedules”** means the exhibits to this Agreement.
- 1.1.39 **“Service”** means the provision by Sage of the products selected above including related Maintenance and Customer Support that Sage or your Reseller (as the case may be) makes available to you as part of your Subscription and for which you must pay the applicable Subscription Fee.
- 1.1.40 **“Subscription”** means your access to and Use of the Service in a cloud or online environment together with Use of any Supplemental Services and Third Party Services that Sage makes available to you as part of this Agreement and “Subscribe” or “Subscribed” shall be construed accordingly.
- 1.1.41 **“Subscription Fee(s)”** means the purchase price owed to the Sage Group plc entity with which you Subscribed to the Service for access to the various components of your Subscription for the Subscription Term whether paid directly by you to Sage or via a Reseller.
- 1.1.42 **“Subscription Term”** means a monthly subscription as stipulated in the applicable Order, together with any Renewal Terms.
- 1.1.43 **“Supplemental Services”** means, if available, optional software or services you may elect to include in your Subscription.
- 1.1.44 **“Tier”** means the subscription level selected by the User for the Service, which determines the Modules, features, functionality, entitlements and applicable limitations included in the User’s Subscription.
- 1.1.45 **“Third-Party AI Provider”** means a provider, other than Sage, of a Third-Party AI Tool.
- 1.1.46 **“Third-Party AI Tool”** means any tool, product or service of a third party that employs or makes use of an AI System provided by a Third-Party AI Provider.
- 1.1.47 **“Training Data”** means training data, validation data and test data or databases used to train or improve AI Systems.
- 1.1.48 **“Use”** means to activate the Subscription, execute the Service and use Customer Support, provided that: (a) you access the Subscription only from your Devices; and (b) you execute the functionality of the Service during the Subscription Term (i) for its intended purpose solely in connection with the management of the business that you and where applicable your Affiliates conduct, and (ii) solely to the extent of any and all applicable limitations (whether as to the

- number or types of uses or Supplemental Services you purchase) set out in this Agreement;
- 1.1.49 **“Users”** means individuals that access your Subscription through use of your network, Devices, or user ID(s) and a password(s).
- 1.1.50 **“you”** and **“your”** means or refers to the organization or person that Sage has registered to Use the Service.
- 1.1.51 **“Your Content”** means the data and other information that you upload to or process through the Service.
- 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 information”, “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. License grant and restrictions

- 2.1 License Grant. Subject to your compliance with this Agreement and payment of all applicable Subscription Fees, Sage grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to access and Use your Subscription for your Subscription Term in accordance with instructions, this Agreement and the Documentation that Sage provides only if you or someone acting on your behalf and at your direction (such as your Reseller) has: (a) placed an order with Sage for the Subscription Term or a Renewal Term (as the case may be), a Subscription upgrade (such as for more Employees, add on Modules etc.) and Sage has accepted such order; (b) accepted all of the terms and conditions of this Agreement either before or during activation of your Subscription (as described above); (c) accepted or agreed to all of the terms and conditions that a third party imposes on your use of a Third Party Service; and (d) accepted or agreed to any terms and conditions that may be applicable to any such Supplemental Services.
- 2.2 Your Subscription may include Third Party Services, which are a required component of your Subscription. Your use of a Third-Party Service is subject to the terms and conditions imposed by the Third-Party Service provider(s). If you do not accept or agree to the terms and conditions imposed by the Third-Party Service providers, Sage cannot grant you and you do not have a license to Use the Subscription.
- 2.3 The Service may be hosted by Sage or third-party subject to the terms and conditions of a separate hosting agreement to be entered by You.
- 2.4 You may not install any components of the Service on your Devices unless Sage provides express instructions for you to do so.
- 2.5 You shall not:
- 2.5.1 rent, lease, sublicense, loan, sell, reuse, distribute, market, or commercialize any portion of the Subscription or Service or Use the Service as part of a facility management, timesharing, or



- service bureau arrangement or for software or application development; and
- 2.5.2 duplicate any portion of the Service or Documentation or remove any proprietary notices or labels from the Service including, but not limited to, the Sage name, Sage logo, Sage product names, or names or logos of Third Party Service providers wherever they appear; transfer or delegate any right granted to you under this Agreement or permit any parent, Affiliate (except as allowed by clause 2.6 below), subsidiary or any other third party to use or benefit from any functionality found in the Subscription, either directly or via a facility management, timesharing, service bureau or any other access arrangement; and
- 2.5.3 conduct any activity prohibited by clause 2.17 below.
- 2.6 You may Use the Subscription and Service to process the data of an Affiliate only if:
- 2.6.1 Your aggregate Employees is limited to the maximum Employee Bracket of this Service and you have paid the relevant Subscription Fees for your Affiliates to access and Use the Service in which case your Affiliates may access and Use the Service in accordance with this Agreement;
- 2.6.2 You understand and agree that where any Affiliate accesses and Uses the Service, any act or omission by your Affiliates shall be deemed to be your act or omission and that you shall have in place appropriate measures including, but not limited to, organizational and technical measures to ensure that your Affiliates are aware of and comply with the terms of this Agreement as if they were a party to it. If you become aware of any breach of the terms of this Agreement by your Affiliates, you must notify Sage immediately in writing of the breach and you must, at your own cost, take any corrective action as directed by Sage;
- 2.7 Except to the minimum extent allowed by your local jurisdiction, you shall not rename files or alter, modify, reconstruct, translate, localize, decompile, disassemble, decrypt, reverse engineer, discover, attempt to derive source code from, remove any proprietary notices from, or create derivative works based upon the Service, or Third Party Services, in whole or in part. If your local jurisdiction allows any of these activities, you shall provide Sage with 10 business days prior written notice before conducting any of these activities. Sage has the right and at its sole discretion to withhold its consent in this regard.
- 2.8 You must not Use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface, operating logic or underlying database structure and database fields of the Service for incorporation into or the development of any software or other product or technology.
- 2.9 You must not use, or try to use, your Subscription and the Service in a way that Sage has not specifically allowed. For example, you must not try to make the Subscription or Service work in a particular way if it does not usually work in that way.
- 2.10 Sage will use reasonable commercial efforts to ensure that the Service will be accessible to connection from the Internet, however, you understand that the Service may be interrupted by routine maintenance. Sage will use its commercially reasonable efforts to minimise such interruption and to schedule such maintenance at non-peak hours.
- 2.11 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 Service and for your compliance with any third-party licence terms or other third-party agreements in relation to your use of your equipment, software and communications lines.

- 2.12 You acknowledge and agree that as the Service is accessible via the Internet it is therefore subject to limitations, security vulnerabilities, delays and other problems inherent to the operation of the Internet and other electronic communications and that Sage and/or its licensors will not be liable or responsible to you for any such delays, interruptions, security problems, delivery failures or other damage resulting from such problems.
- 2.13 Sage may suspend access to the Service without telling you and without liability, but wherever practicable Sage will give you reasonable prior notice:
- 2.13.1 if there is an attack on the servers of Sage's hosting solution or other event for which Sage reasonably believes the suspension of the Service is necessary to protect you, other Sage customers or Sage;
 - 2.13.2 if required by law or regulation or as compelled by a law enforcement or government authority.
- 2.14 Any rights to Use the Service not expressly licensed to you in this Agreement are strictly prohibited. All rights not expressly set out in this Agreement acknowledge that you have been made aware of and have met all technical requirements for the Subscription, including, but not limited to, the requirement to have Internet access.
- 2.15 You shall (a) comply with all applicable laws and regulations pertaining to your Use of and access to your Subscription; (b) prevent unauthorized access to your Subscription and promptly notify Sage of any unauthorized access or use; (c) Use the Subscription and Service only in accordance with its Documentation and this Agreement; (d) comply with all notices, policies, and instructions Sage provides regarding Your Content; and (e) keep confidential all user ID(s) and passwords Sage provides you to access and activate your Subscription.
- 2.16 You are solely responsible for (a) your Users' compliance with this Agreement, and (b) maintaining the confidentiality of your user ID(s) and password(s) and for all activity that occurs under your user ID(s) and password(s) unless the breach in confidentiality is caused directly by Sage. You shall promptly notify Sage of any unauthorized activity or breach of security that you discover. Should a User permit or nominate a third party to access your Subscription through use of your network, Devices, or user ID(s) and a password(s) you remain liable for the actions and omissions of that nominated third party.
- 2.17 Prohibited Activities.
- You shall not use the Subscription and Sage may immediately and without notice suspend or terminate your Subscription if you:
- 2.17.1 Provide Sage with fraudulent information;
 - 2.17.2 Send spam or other unsolicited or duplicative messages in violation of applicable laws;
 - 2.17.3 Store, distribute or transmit material that is (i) obscene, threatening, libellous or otherwise unlawful or tortious (including material harmful to children or in violation of third-party privacy or intellectual property rights), or (ii) contains viruses or other harmful or malicious code that may compromise the security or functionality of any website, program, process, business or data;
 - 2.17.4 Use any tool, process, or method to (i) collect or detect email addresses, financial information, or other information from Sage or other Sage customers; or (ii) attempt to gain unauthorized access to the Subscription, the Service, other accounts, computer systems or networks

- connected to or supporting the Subscription through hacking, password mining or by any other means;
- 2.17.5 Post, upload, use framing techniques to use or otherwise distribute copyrighted material without the consent of the copyright holder;
- 2.17.6 Use the Subscription in any way that threatens the integrity, performance or reliability of the Subscription infrastructure (including performance or stress testing), or in any manner that works around any technical limitations in the Subscription; or
- 2.17.7 Make or attempt to make a local non-cache copy of any part of the Subscription.
- 2.18 You and/or your Users must not use the Service in a way which is illegal, or which interferes with or disrupts other Internet users, service providers including Sage, their computers, software or hardware including without limitation:
- 2.18.1 propagating computer worms, trojans or viruses;
- 2.18.2 attempting a denial of service attack on any of the Services;
- 2.18.3 hacking or breaking any security mechanism on any of the Services;
- 2.18.4 using the Services to gain unauthorised access to another computer or network or in a way that disrupts or threatens the Services;
- 2.18.5 sending harassing, obscene, indecent, offensive or threatening electronic mail;
- 2.18.6 forgery (or attempted forgery) of electronic mail messages;
- 2.18.7 placing, transmitting or storing any defamatory material; and
- 2.18.8 using the service in a bureau or outsourcing capacity to generate revenue contrary to the intended scope of the Services.
- 2.19 You shall not facilitate or aid a third party in any of the activities described in this clause 2.
- 2.20 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable Use of your Subscription. In general, Sage will not tolerate any use which damages or is likely to damage Sage's business or reputation, the availability or integrity of the Service or which causes Sage or threatens to cause Sage to incur any legal, tax or regulatory liability.
- 2.21 Sage may charge you for any costs it incurs in connection with your breach of this Agreement, including costs incurred to enforce your compliance. Sage cannot monitor, has no control over, and is not responsible for your internet connection, network, wireless connection, bandwidth, the content of your Device(s) and/or any other equipment you utilise. Sage reserves the right to restrict, change, suspend, or terminate your Subscription by any means if your access, Use, or connection to the Service impairs or adversely affects Sage's operations or the Service, including the Use of the Service by others.
- 2.22 Microsoft SQL is a service that integrates with certain eligible Sage products, which may include the Service if detailed in your Order. The Customer agrees and acknowledges that Microsoft SQL is provided by Microsoft®.
- 2.23 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 in respect of Microsoft SQL.
- 2.24 AI Systems. You hereby expressly acknowledge and agree that we may, during the course of carrying out the Services or otherwise in connection with this Agreement, use AI Systems. Unless otherwise agreed by us in

writing, we may make use of AI Systems without specific notice to or approval from you. We may modify or discontinue any AI Systems integrated to our Services (or that otherwise form part of our Services) at our discretion.

3. Subscription term

- 3.1 You may Subscribe to the Service for the Subscription Term. Your Subscription Term will be stated in your Order and Term which will be a month to month subscription as stipulated in your Order.
- 3.2 Provided you pay the required Subscription Fees in accordance with this Agreement your Subscription will automatically renew for subsequent Renewal Term equal to the expiring Subscription Term () in accordance with the terms of this Agreement and will continue until one of the following events occur: (a) you terminate your Subscription in accordance with the provisions of this Agreement; (b) Sage terminates your Subscription in accordance with the provisions of this Agreement; or (c) this Agreement terminates in accordance with its terms. You may not terminate this Agreement in whole or in part at any time during the Subscription Term except in accordance with this Agreement.
- 3.3 If at any time during **your Monthly Subscription Term**, you want to upgrade your subscription by (i) **increasing** the number of your Employees (employees Bracket) or (ii) moving to a higher Tier of the Service, upon upgrade you must pay pro rata on the current billing period the applicable Subscription Fee for the new Employee Bracket and/or access to the additional Module(s) on the next billing period. Your Subscription Fee will be updated to reflect the new Employee Bracket and /or additional Modules from the next billing date.
- 3.4 If at any time during **your Monthly Subscription Term**, you wish to downgrade your subscription by (i) **decreasing** the number of Employees (Employee Bracket) or (ii) moving to a lower Tier, you may do so at any time during your Subscription and your updated Subscription Fees (taking into account the reduced Employee Bracket and/or lower Tier) will be implemented for your next billing period.
- 3.5 Unlicensed Subscriptions. If we identify any additional volume, modules, increased subscriptions or new subscriptions and such items are not licensed in accordance with this Agreement, then we will notify you and invoice you for such items at our then- current list prices. Such fees shall be due by the date specified in the applicable Order or invoice and shall be backdated to the earlier of: (i) the commencement date of your most recent renewal Order; and (ii) the date on which such unlicensed use first occurred.

4. Subscription fees

- 4.1 With regard to Sage Payroll, your invoice is payable upfront a period in advance on a monthly basis in accordance with the applicable payment options specified on your Order. In addition, you may be requested to sign a debit order form if required by Sage. In the event that you have insufficient funds in your nominated bank account, Sage reserves the right to suspend Services until the full sum has been recovered and all associated charges for re-processing the payment transaction shall be for your account. You also agree to Sage re-debit your account should your debit order mandate form not provide for this authorization.
- 4.2 You will provide Sage with payment information that is accurate and current, including your billing address and, if Sage accepts payment from you by credit, debit or other bank card, the expiration date of such credit, debit or other bank card. You shall notify Sage promptly of any changes to your payment information. You agree to accept invoices from Sage by email. Your default email address shall be your subscription sign-up



email address. Should this email address change, you agree to provide Sage with the updated email address to which invoices can be sent. You also agree to have in place the relevant procedures to ensure you monitor and check the email address for invoices that may be sent to you in connection with this Agreement.

- 4.3 You may authorize Sage to collect your payment of Subscription Fees in advance in the applicable currency stated in your Order, using the payment method, payment frequency and payment information you provide, and that Sage accepts.
- 4.4 Where you have agreed to pay the Subscription Fee to your Reseller (in the event you purchase the Service and Subscription through a Reseller), the Reseller is responsible for paying all Subscription Fees to Sage on your behalf. If Sage has not received payment of the applicable Subscription Fees from your Reseller, then without prejudice to Sage's other rights and obligations Sage will terminate your Subscription.
- 4.5 The Subscription Fees you pay will be based on Sage's current price list, which may vary from time to time and are subject to such concessions as Sage may in its absolute discretion apply from time to time. . We may at our sole discretion provide you with a discount to the Services. In the event you reduce volume or licenses to items that you are already subscribed to during a then-current subscription term then we may reduce or remove the level of discount we have provided to you from the date of your next renewal.
- 4.6 Sage reserves the right to increase the Subscription Fees annually or on the commencement of your Renewal Term. Sage shall use reasonable endeavors to give you (or your Reseller if you purchased your subscription from a Reseller) notice before the commencement of your Renewal Term of the amount or percentage by which your Subscription Fees will increase. If you continue to Use your Subscription after the fee change takes effect, you will be deemed to (a) agree to the fee change and (b) authorize Sage to collect the new Subscription Fee amount using the agreed payment method.
- 4.7 You are responsible for providing Sage with your most current contact and billing information. You agree that, so long as your Subscription is active, Sage may automatically bill the same credit card or debit the same bank account you provided to Sage on the same periodic basis as previously agreed with you, unless subsequently agreed otherwise.

5. Ownership rights

- 5.1 Your right to Use the Subscription is licensed and not sold.
- 5.2 As between you and Sage:
 - 5.2.1 you shall own and retain all rights, title and interest in Your Content, including your trade names, service marks, or any other trade insignia;
 - 5.2.2 Sage and/or its licensors shall own and retain all intellectual property rights, titles and interests in and to:
 - 5.2.3 their respective trade names, logos, service marks, or any other trade insignia;
 - 5.2.4 the Service, Documentation and underlying technology; and
 - 5.2.5 all content, including, without limitation, Sage Technology, but excluding Your Content.
- 5.3 Any right to Use, transmit, reproduce, distribute, download, or exploit Sage Technology not expressly licensed to you in this Agreement is strictly prohibited. All rights not expressly set out in this Agreement are reserved by Sage.
- 5.4 You agree that Sage may, when necessary maintain, upgrade, troubleshoot, and/or protect the integrity of



your Subscription, Your Content and the Service, access and/or download Your Content on a limited basis and for the sole purpose of completing maintenance, upgrades, troubleshooting, and/or protecting the integrity of your Subscription, Your Content, and the Service.

- 5.5 AI Generated Output. Sage does not claim ownership in any AI-Generated Outputs. You are solely responsible for your AI-Generated Outputs, including for any use, modification, incorporation into other materials, publication of such AI-Generated Outputs.
- 5.6 Licence. You grant Sage and its subcontractors a worldwide, royalty-free, irrevocable, perpetual, non-exclusive and sublicensable right to host, process, copy, transmit, store, analyse, sublicense, display, transform, reduce to mathematical form, reformat, combine with Training Data, create derivative works from and use Your Content (including the AI Input Data) and any rights owned by you or your licensors subsisting in the AI-Generated Outputs created in the course of your use of the services to: (i) carry out research and development to improve our, and our Affiliates' services, products and applications; (ii) develop and provide new and existing functionality and services (including to develop, improve, refine, integrate and make available AI Systems, relating to the digitisation and automation of business processes and other commercially reasonable purposes) to you, to Users, to Sage's customers generally or to any other individual or entity using Sage's products or services; (iii) provide, administer and ensure the proper operation of the services and related systems (including any AI systems and Third-Part AI Tools); and (iv) perform our rights and obligations under this Agreement.

6. Limited warranties and disclaimers

6.1 Sage warrants that:

- 6.1.1 the Service will perform substantially in accordance with the Documentation (where utilised in accordance with Sage's operating instructions) and will be provided with reasonable care and skill. This warranty only applies so long as you use the Service in accordance with Sage's operating instructions (for example, the Documentation); and
- 6.1.2 during your Subscription Term it will use commercially reasonable efforts to ensure that the Service will meet the service level specified in any service level guidelines notified to you by the Sage Group plc entity from which you purchased your Subscription.

If you notify Sage in writing, and within thirty (30) days, that the Service does not conform with any of the warranties in clause 6.1 Sage will use reasonable commercial efforts to correct any such non-conformance promptly or provide you with an alternative means of accomplishing the desired performance. Subject to your right to terminate the Service in accordance with the provisions of this Agreement, such correction or substitution constitutes your sole and exclusive remedy for any breach of the warranties set out in clause 6.1.

6.2 Sage:

- 6.2.1 does not warrant that your Use of the Service will be uninterrupted or error-free, or that the Service, Documentation and/or the information obtained by you through the Service will meet your requirements or produce particular outcomes or results (irrespective of whether you informed Sage or Reseller about how you intend to use the Service at the point of purchase); and
- 6.2.2 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 Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and

6.2.3 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 Service and/or Use thereof. You agree to apply all reasonable security controls and measures when using the Service.

6.3 OTHER THAN THE EXPRESS, LIMITED WARRANTIES STATED IN THIS CLAUSE 6, SAGE AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, CONDITIONS OR GUARANTEES (A) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (B) OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) OF NON-INFRINGEMENT OF PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND (D) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. YOU ACKNOWLEDGE THAT THE UTILITY OF BUSINESS MANAGEMENT SOFTWARE DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES.

6.4 ARTIFICIAL INTELLIGENCE TECHNOLOGY. FOR THE AVOIDANCE OF DOUBT, THE WARRANTY DISCLAIMER AT CLAUSE 6.5 SHALL ALSO APPLY TO ANY AI SYSTEMS THAT SGAE USES TO PROVIDE THE SERVICES AND/OR MAKES AVAILABLE TO YOU VIA THE SERVICES AND ANY AI-GENERATED OUTPUTS. AI-GENERATED OUTPUTS DO NOT REPRESENT THE OPINIONS OR VIEWS OF SAGE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL BE SOLELY RESPONSIBLE FOR: (A) EVALUATING WHETHER AI-GENERATED OUTPUTS MEET YOUR REQUIREMENTS AND ARE FIT FOR YOUR PURPOSES; (B) YOUR USE, MODIFICATION, PUBLICATION AND PROVISION OF, AND RELIANCE ON, ANY AI-GENERATED OUTPUTS (AND ANY MATERIALS CONTAINING INCORPORATING OR CREATED WITH REFERENCE TO ANY AI-GENERATED OUTPUTS).

6.5 Other Limitations and Requirements

6.5.1 If you purchased your Subscription or any other related services from any distributor, Reseller or dealer you should investigate and satisfy yourself regarding their experience, skills and qualifications. Any such third party from whom you have purchased the Subscription or other services is an independent contractor and is expressly not appointed or authorised by Sage as its servant or agent. No such person has any authority, either express or implied, to amend this Agreement, or to enter into any contract or provide any representation, warranty or guarantee with or to you on Sage's behalf, or otherwise to bind Sage in any way whatsoever. Sage will not be responsible for any modifications made to the Service by such persons, nor for any of their acts or omissions.

6.5.2 YOU ARE RESPONSIBLE FOR ADOPTING REASONABLE MEASURES TO:

6.5.2.1. ENSURE THE ACCURACY OF YOUR CONTENT AND THE PROCESS BY WHICH IT IS INPUT INTO THE SERVICE;

6.5.2.2. EXAMINE AND CONFIRM RESULTS OBTAINED FROM THE SERVICE BEFORE YOU RELY ON

IT;

6.5.2.3. ADOPT PROCEDURES TO IDENTIFY AND CORRECT ERRORS AND OMISSIONS; AND/OR

6.5.2.4. RECONSTRUCT YOUR CONTENT.

7. Exclusions of and limitations on liability

7.1 Nothing in this Agreement excludes Sage's liability for:

7.1.1 death or personal injury caused by Sage's negligence;

7.1.2 fraud or fraudulent misrepresentation; and/or

7.1.3 any other matter Sage cannot limit or exclude by applicable law.

7.2 You acknowledge that the provision of the Service is inherently complex and may not be free from errors and that you have been advised to verify the work produced by the Service. Subject to clause 8.1 neither Sage nor its suppliers, or third-party providers shall be liable to you whether in tort, (including negligence or breach of statutory duty), delict, contract, misrepresentation, restitution or otherwise (even if Sage knew or should have known there was a possibility you could suffer or incur such loss or damage) for:

7.2.1 any special, indirect, incidental, consequential or punitive damages resulting from any defect in the Subscription;

7.2.2 any loss of profits, loss of business, loss of chargeable time, loss of anticipated savings, depletion of goodwill or similar losses however caused;

7.2.3 loss of use or loss of or damage to data/information inputted by you into the Service.

7.3 SUBJECT TO CLAUSES 8.1 AND 8.2 IN NO EVENT SHALL SAGE'S LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, YOUR SUBSCRIPTION OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM, OR ANY SHORTER PERIOD IF THIS AGREEMENT TERMINATES FOR ANY REASON PRIOR TO THE END OF YOUR FIRST SUBSCRIPTION PERIOD.

7.4 You acknowledge and agree that this Agreement allocates risk between you and Sage as authorized by applicable law and that the Subscription pricing reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set out in this Agreement shall remain in full force and effect.

7.5 You acknowledge that unless you and Sage agree in writing for Sage to provide any professional services directly to you in connection with your Subscription, you are responsible for engaging a qualified third party to provide any professional services for you on terms you negotiate. You also acknowledge that you are responsible for independently investigating the skills and qualifications of such third party to ensure that they provide you with the level of skill and service your business requires. You agree that Sage shall have no liability whatsoever for any failure associated with such professional services, even if the party you engage is an authorized or certified Reseller, consultant, or installer of Sage products or services.

7.6 In the event that you wish to bring a claim or other civil proceeding arising out of or in connection with this Agreement, you represent and warrant to Sage that the involvement of you and any of your Affiliates in such a claim or proceeding shall not give rise to any increase in or multiplication of any cap placed on Sage's liability.

7.7 Exclusion of AI Outputs. Notwithstanding any other provisions of this Agreement, Sage shall not be liable for

any losses (whether direct or indirect) you suffer or incur in connection with your use of AI-Generated Outputs, including to the extent such losses arise in connection with a claim by a third-party that your receipt, possession or use of AI-Generated Outputs infringes the Intellectual Property Rights of that third party.

8. Indemnification

- 8.1 Indemnification. Subject to clause 18.3, we shall indemnify and hold you and your Affiliates harmless from and against any claims, costs, damages, losses, liabilities and expenses arising out of or in connection with a claim alleging that the Service infringes the Intellectual Property Rights of a third party. In no event shall we, our employees, consultants, agents and subcontractors be liable to you to the extent that the alleged infringement is based on: (i) a modification of the Service by anyone other than us; or (ii) your use of the Service in a manner contrary to the instructions given to you by us, including such instructions given in any Documentation; (iii) your use of the Service in combination with any Third-Party Service or Third-Party AI Tool, if the alleged infringement relates to such combination (iv) your use of the Service after notice of the alleged or actual infringement from us or any appropriate authority; (v) your use of any AI-Generated Outputs (including derivatives of such AI Generated Outputs); or (vi) your use of any Generative AI Systems Sage makes available to you as part of the Service. If the Service infringes, or we reasonably believe it may infringe third party rights, we may, at our own expense and sole discretion: (i) procure the right for you to continue the use of such service; (ii) modify such Service so that it becomes non-infringing; or (iii) if (i) or (ii) are not feasible, terminate the Agreement and refund you a pro-rata refund of any prepaid fees covering the remainder of the term after the effective date of termination.
- 8.2 Indemnification by you. Subject to clause 18.3, you shall indemnify and hold Sage and our officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that your collection, retention or use of Your Content (including AI Input Data) infringes the rights of, or has caused harm to, a third party; or (ii) a claim alleging that your use of the Service in breach of this Agreement infringes the rights of, or has caused harm to, a third party.
- 8.3 Indemnification Procedure. In the event of a potential indemnity obligation under this clause 18, the indemnified party shall: (i) give the indemnifying party prompt written notice of the claim; (ii) give the indemnifying party sole control of the defence and settlement of the claim (provided that the indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified party of all liability and such settlement does not affect our business or Service); and (iii) provide to the indemnifying party all reasonable assistance, at the indemnifying party's expense.
- 8.4 Exclusive Remedy. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this clause 18.

9. Your Content and Data Privacy

- 9.1 Data Protection. 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-and-conditions/> 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-personal-information/> form part of this Agreement.

- 9.2 Access to Your Content. You agree that we may, provide Maintenance and Customer Support and/or otherwise protect the integrity of the Service, access and/or download Your Content on a limited basis.

10. Confidentiality

- 10.1 Confidentiality Obligations. The Receiving Party will use the same degree of care as it uses for its own confidential information of like nature, but no less than commercially reasonable care, to protect the Disclosing Party's Confidential Information from any use or disclosure not permitted by this Agreement or authorised by the Disclosing Party. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information to effect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those in the Agreement.
- 10.2 Disclosure required by Law. The Receiving Party may disclose Confidential Information to the extent required by a court or administrative order or law, provided that the Receiving Party provides advance notice thereof (to the extent practicable) and reasonable assistance, at the Disclosing Party's cost, to enable the Disclosing Party to seek a protective order or otherwise prevent or limit such disclosure.
- 10.3 Exceptions. Confidential Information excludes: (i) information that was known to the Receiving Party without a confidentiality restriction prior to its disclosure by the Disclosing Party; (ii) information that was or becomes publicly known through no wrongful act of the Receiving Party; (iii) information that was rightfully received from a third party authorised to make such disclosure without restriction; (iv) information that has been independently developed by the Receiving Party without the use of, or reference to, the Disclosing Party's Confidential Information; (v) information that was authorised for release (in writing) by the Disclosing Party; and (vi) in the case of you, the AI Data.
- 10.4 Injunctive Relief. A breach of this clause 10 may cause irreparable damage, which money cannot satisfactorily remedy, and therefore, in addition to any other available remedies, the Disclosing Party may seek injunctive relief for any threatened or actual breach of this clause 10 without the need to prove damages or post a bond or other surety.
- 10.5 Other rights. This clause 10 is without prejudice to Sage's rights under clause 5.6.

11. Third-party services and Third-Party AI Tools

- 11.1 Third-Party Services. You may retain Third-Party Services in connection with the Software. If for the purpose of providing the relevant Third Party Service, the Third-Party Provider needs to install the Software then you acknowledge and agree that: (i) the Third-Party Provider shall have the right to install your copy of the Software provided you don't install a separate copy yourself; (ii) the Third-Party Provider must not, other than for the sole purpose of providing the relevant Third-Party Service use the Software or allow anyone else to use it; (iii) you are solely responsible for ensuring the Third-Party Provider complies with the terms of this Agreement in relation to their access and use of the Software; and (iv) you must enter into an agreement with the Third-Party Provider in relation to the provision of the Third-Party Service, which does not increase or otherwise affect our obligations, liabilities or costs in relation to this Agreement, and must include provisions which protect our

proprietary rights in the Software.

- 11.2 You acknowledge and agree that: (i) we have not tested the Software for use with any particular Third-Party Service; (ii) due to using the Software with a Third-Party Service, there may be times when Users are unable to access and use the Software; (iii) the relevant Third-Party Provider is fully responsible and liable for the provision of any Third-Party Service; and (iv) if there is a conflict between this Agreement and the agreement you have with the Third-Party Provider, then the provisions of the agreement you have with the Third-Party Provider will apply in relation to the Third-Party Service but you will remain responsible and liable to us for your compliance with this Agreement.
- 11.3 We may present to you, or the Software may integrate with Third-Party Services and Third-Party AI Tools that are offered by Third-Party Providers. Sage does not endorse, and does not make any representation, warranty or promise regarding any Third-Party Service, Third-Party AI Tool or Third-Party Provider and shall have no liability whatsoever for any damage, liabilities or losses caused by an act or omission in respect of Third-Party Service, Third-Party AI Tool or Third-Party Provider, regardless of whether it is described as “authorised,” “certified”, “recommended” or the like and regardless of whether the Third-Party Service or Third-Party AI Tool is included in your Order. Your use of the Third-Party Services and Third-Party AI Tool is subject to the terms and conditions imposed by the relevant Third-Party Providers, in addition to any terms relating to the same under this Agreement. If there is a conflict or inconsistency between this Agreement and such terms and conditions imposed by the Third-Party Providers, this Agreement shall take precedence in connection with the use of the Software. If you do not accept or agree to the terms and conditions imposed by the Third-Party Providers, then your access and use of the Software may be affected. You are solely responsible for evaluating Third-Party Services, Third-Party AI Tools and Third-Party Providers, and for reviewing all applicable terms and conditions and policies of any such Third-Party Providers. Sage has no obligation to make available or provide any support for Third-Party Services and/or Third-party AI Tools and does not guarantee the initial or continuing interoperability of the Software with any Third-Party Services or Third-Party AI Tools. If a Third-Party Provider ceases to make the Third-Party Services or Third-Party AI Tools available for interoperation with the Software features on reasonable terms, Sage may cease providing those Software features without any further responsibility or liability to you.
- 11.4 Data Sharing. If you obtain a Third-Party Service or a Third-Party AI Tool that requires or otherwise involves access to or the transfer of Customer Data, you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider’s own privacy notices and policies, and you authorise us to provide the Customer Data as requested by the Third-Party Provider. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service or Third-Party AI Tool obtained by you.

12. Anti-bribery and corruption

- 12.1 The Parties shall ensure that persons Affiliated and associated with them:
- 12.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the “Relevant Requirements”);
 - 12.1.2 not engage in any conduct which would constitute an offence under any of the Relevant Requirements;



- 12.1.3 not do, or omit to do, any act that may lead the other party to be in breach of any of the Relevant Requirements;
 - 12.1.4 promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement; and
 - 12.1.5 have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.
 - 12.1.6 if requested, provide us with 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.
- 12.2 Each Party agrees to indemnify the other against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, us as a result of your breach of this Clause 16.
- 12.3 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 16 at the relevant time.
- 12.4 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 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.
- 12.5 If the End-User becomes aware of the End-User, its Personnel and/or Affiliates breaching the obligations under this clause 16, the End-User shall notify Sage immediately and provide all relevant information to Sage to allow Sage to take any and all actions as it deems appropriate including but not limited to refusing to allow the relevant party to deal with the Software.
- 12.6 Breach of this clause 12 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.

13. Export and sanctions compliance

- 13.1 You hereby confirm that: (i) you shall, at all times during the Subscription Term, conduct your business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU; (ii) neither you nor any of your 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 are you or any of your Affiliates owned or controlled by a politically exposed person; and (iii) you have and shall maintain throughout the Subscription Term appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 13.1. You shall not permit Users to access and/or use the Service 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 us and shall constitute a material breach of this Agreement, and where we are aware of or suspect you (or any of your Users) to be accessing, using, permitting or otherwise facilitating such access and/or use in any Restricted Territory in breach of such laws or regulations, we may immediately suspend your use of the

Service to the extent that we consider necessary without prior notice, and we shall promptly notify you of such suspension and investigate any potential breach. You will promptly notify us if either you or any of your Affiliates has violated, or if a third party has a reasonable basis for alleging that you or any of your Affiliates has violated, this clause 13.1. If we have grounds to suspect that you are accessing and/or using the Service in violation of this clause 13.1, you shall provide us with your full cooperation and assistance in respect of your access and/or use of the Service and in respect of your compliance with this clause 13.1. You shall indemnify (and keep indemnified) Sage and our 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 your (or your Users) breach of this clause 13.1.

- 13.2 Sage reserves the right to carry out an audit of the End-User's locations and Personnel and Affiliates to assess its compliance with this clause 13.
- 13.3 Breach of this clause 13 by End-User 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 in the event of breach of this clause 13 by End-User.

14. Termination

- 14.1 This Agreement commences on the Commencement Date and continues for the period as stipulated in the Order unless it is terminated in accordance with the provisions of this Agreement. You cannot access the Service, or the Subscription after this Agreement is terminated.
- 14.2 Your Subscription will automatically renew for the Renewal Term equal to the expiring Subscription Term unless you 1) specifically unsubscribe from the Service (by accessing the following link also found in your Order) and 2) thereafter withdraw your debit order mandate. Where you elect to terminate your subscription, it shall automatically end at the end of the relevant Subscription Term or Renewal term (as may be applicable) and all access to the Service will cease. No prorated refunds shall apply.
- 14.3 Sage may suspend or terminate this Agreement:
 - 14.3.1 if you fail to pay any Subscription Fee when due ;
 - 14.3.2 Where a breach is a material breach or a breach not capable of remedy Sage may in its sole discretion terminate this Agreement on written notice to you with immediate effect;
 - 14.3.3 to the extent applicable under your local jurisdiction, if you cease to exist, cease to trade, become bankrupt, go into liquidation, suffer or make any winding up petition, make an appointment with your creditors, have an administrator, administrative receiver or other receiver appointed, benefit from a statutory moratorium of your debts, or if you are affected by any similar circumstances.
- 14.4 If this Agreement terminates for any reason, Your Content (not including AI Data created, collected or obtained in connection with the Services) will remain Your Content and you are entitled to extract it before the end of this Agreement. However, your failure to extract Your Content will not prevent this Agreement from ending. Sage may be able to extract Your Content up to thirty (30) days after this Agreement has terminated and may make a charge for providing Your Content to you in such circumstances.
- 14.5 Sage will have no liability to you or any third party for the termination of this Agreement with or without cause, including without limitation, liability for compensation, reimbursement or damages on account of the loss of

prospective profits or on account of expenditures, investments, leases or commitments made in connection with your business or goodwill or for any other reason whatsoever.

- 14.6 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 14.7 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 14.8 Your licence to use Microsoft SQL with the Service 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.

15. General terms

- 15.1 Independent Contractors. Each party is an independent contractor and neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other.
- 15.2 Export. The Service and your Subscription may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any United States government denied-party list. You shall not permit your Users of the Service to access or Use the Service in a United States embargoed country or in violation of any United States export law or regulation.
- 15.3 Transfer and Assignment. You shall not transfer, delegate, or assign this Agreement in whole or in part, directly or indirectly, by operation of law, merger, acquisition, or otherwise without Sage's prior written consent. This Agreement is assignable by Sage and Sage is entitled to sub-contract any of its obligations under this Agreement provided that any such sub-contracting will not relieve Sage of its obligations to you.
- 15.4 U.S. Government Restricted Rights. If the Sage Group plc entity with which you contracted for the Subscription and Service is Sage Software, Inc., the Subscription and Service are made available with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government (including its agencies and instrumentalities) is subject to restrictions set forth in 48 CFR 52.227-19 or DFARS 252.227-7014, as applicable. Sage Software, Inc. is the distributor in North America. Sage Software, Inc.'s address in the United States is 271 17th Street, Suite 1100, Atlanta, Georgia 30363; Sage Software, Inc.'s address in Canada is 13888 Wireless Way, Suite 120, Richmond, British Columbia, V6V 0A3, Canada.
- 15.5 Jurisdictional Rights. This Agreement gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction, for example, some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so some or all of the provisions of this Agreement may not apply to you in which case the provisions of clause 14.5 will apply.
- 15.6 Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver or continuing waiver of such rights. Such rights may only be waived in writing signed by both parties.
- 15.7 Audit Rights. With or without prior notice, Sage may audit your Use of the Subscription through the Service to ensure that you comply with the terms and conditions of this Agreement. If an audit reveals that you have underpaid fees or owe fees to Sage or your Reseller, Sage will invoice you for the underpayment or amount due based on Sage's price list in effect at the time the audit is completed.

- 15.8 Auto updates. Your Subscription may contain auto update technology, a feature used to provide Maintenance as part of your Subscription. This feature cannot be disabled. This feature will: (a) connect to Sage or service provider computer systems over the Internet; (b) use Internet protocols to recover standard computer information in order to determine whether Maintenance is required; and (c) automatically download and install, or prompt you to download and/or install, current Maintenance. By Using the Service initially, you consent to the transmission of standard computer information and the automatic downloading and installation of Maintenance.
- 15.9 Monitoring. The Subscription may contain technologies that monitor, record and report to Sage, in anonymized form, information regarding your Use of the Service, i.e. information concerning the Devices used to access the Service and the frequency, type and manner of Use (collectively, "Usage Data"). You agree that Sage may, in its sole discretion, collect and use Usage Data to support, maintain, and improve the Service and to enforce Sage's rights under this Agreement. To the extent any Usage Data is personal information within the meaning of applicable law, you hereby consent to Sage's collection and use of such Usage Data for these purposes.
- 15.10 Force Majeure. Neither party will be liable to the other for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond a party's reasonable control including: fire, war, civil commotion, any act of central or local government, any industrial disputes, any act of terrorism, act of God, lockouts, pandemics, epidemics, lockdowns (as declared by government of the Republic of South Africa or the World Health Organisation) and strikes of any third party.
- 15.11 No Third-Party Beneficiaries. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce any terms in this Agreement.
- 15.12 Notices and Electronic Communications. Your day-to-day communication with Sage must be via the contact details given in Sage's relevant documentation and Sage's communication to you will be via those details given to Sage when you accepted this Agreement (or any new details which you subsequently notify to Sage). Each party will use the appropriate communication medium, including e-mail and in the case of Sage communicating with you, by publishing notices on its website. Any formal notice required to be given under this Agreement will be in writing and will be sent by pre-paid mail or recorded delivery or by email to the party required to receive the notice at the address given for that party. Any notice will be deemed to have been duly received if sent by: (a) pre-paid mail, 48 hours after posting; or (b) recorded delivery on the next business day; or (c) email at 0900 on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt (either specifically or by conduct).
- 15.13 Publicity. With your prior written consent, we may display your name and logo(s) on our website or issue a press release identifying you as a Sage customer. If at any time you do not want Sage to use your name or logo(s) in the ways described above, please let us know by sending an email to ipfilings@sage.com or by contacting your usual Sage representative. Sage will remove any reference to your name and logo(s) as soon as reasonably possible, however, you acknowledge that it may take a short while to process your request and that some former publications of your name and logo(s) may still be publicly available. For more information about how Sage uses information about you please refer to our Privacy Notice.
- 15.14 Entire Agreement. This Agreement represents the complete and exclusive understanding between you and

Sage regarding your Subscription and Use of the Service and supersedes any prior purchase order terms, confirmation, advertising, representation, agreement or other communication, except that if you sign a paper copy of this Agreement the parties agree that the terms in the physically signed document shall prevail over the terms of the subscription agreement to which you indicate your acceptance by clicking the “I Accept” or similar button during the activation of your Subscription. The parties agree that notwithstanding the fact you will still need to click on the “I Accept” or similar button during the activation process, such action does not indicate your acceptance of such terms and that the terms of such subscription licence agreement shall have no effect. The parties acknowledge that in entering into this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude the parties’ liability for fraudulent misrepresentation.

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

15.16 Dispute Resolution. If a dispute or other disagreement arises between the parties, then:

15.16.1 each party agrees to promptly raise the matter internally to the relevant account managers for resolution and if the account managers are unable to rectify the matter within thirty (30) days of being requested to do so, the parties will each escalate the matter to senior managers for resolution who will attempt to resolve the dispute within a further period of thirty (30) days;

15.16.2 if the senior managers are unable to resolve the matter within thirty (30) days of being requested to do so, the parties will each escalate the matter to a director or vice president. The director or vice president will then in good faith attempt to resolve the matter within a further period of thirty (30) days;

15.16.3 where the matter has not been resolved following the procedure in subclauses 15.16.1 and 15.16.2, then either party is free to pursue alternative remedies.

15.17 Neither party can commence any litigation or court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute in accordance with this clause 15.17 except where a party seeks interim injunctive relief or to issue a claim within an applicable limitation period.

15.18 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. Subject to the provisions of clause 15.16 above, each party irrevocably agrees to submit to the exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg over any claim or matter arising out of or in connection with this Agreement or the legal relationships established by it.

15.19 Purchasing through a Reseller.

The following supplemental terms apply if you purchase the Service and Subscription through a Reseller:



- 15.19.1 if you place an order for the Service and Subscription with a Reseller: (i) such document shall constitute an Order; and
- 15.19.2 your acceptance of such Order shall be an acceptance of this Agreement provided that any transactions solely between you 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 your agreement with the Reseller. Any non-payment of fees owed to a Reseller under an Order shall amount to a material breach of this Agreement. If you have purchased the Service and Subscription from a Reseller you should investigate and satisfy yourself regarding the experience, skills and qualifications of that Reseller. Any Reseller is an independent contractor and is neither appointed nor authorised by us as our consultant, subcontractor or agent. We do not endorse, and do 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

15.20 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 you and the Reseller.

16. Income And Employment Verification Service

16.1 Definitions:

- 16.1.1 **"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.
- 16.1.2 **"Authorisation"** means the explicit instruction or consent provided by an Employee to enable Sage to share Employee Records with a Third Party Provider.
- 16.1.3 **"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).
- 16.1.4 **"Customer Data"** means data, information or material the Customer (or its Personnel) provide, input, process or submit into the Software and/or Service.
- 16.1.5 **"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.
- 16.1.6 **"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.
- 16.1.7 **"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.

- 16.1.8 **"Employee[s]"** means collectively workers, employees and/or directors of (i) a Customer, (ii) a Multi-Entity Customer; or (iii) any Multi-Entity Beneficiaries.
- 16.1.9 **"Employee Records"** means specific employment and income verification information relating to a Customer Employee or Multi-Entity Beneficiary Employee.
- 16.1.10 **"Employee Personal Information"** means personal data relating to a Customer Employee or Multi-Entity Beneficiary Employee.
- 16.1.11 **"Income and Employment Verification"** means the process of confirming an individual's current or past employment status, job title, tenure, and salary information.
- 16.1.12 **"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).
- 16.1.13 **"Multi-Entity Beneficiary"** means a third-party entity which obtains services from a Multi-Entity Customer.
- 16.1.14 **"Multi-Entity Beneficiary Employee"** means an individual employed by a Multi-Entity Beneficiary whose Employee Records.
- 16.1.15 **"Multi-Entity Beneficiary's Employee Personal Information"** means personal data relating to a Multi-Entity Beneficiary Employee.
- 16.1.16 **"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.
- 16.1.17 **"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.
- 16.2 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.
- 16.3 Where the Customer opts-in for this Service, Sage will make the Service available to the Customer.
- 16.4 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;

16.5 For the purpose of clause 16.3 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.

16.6 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.

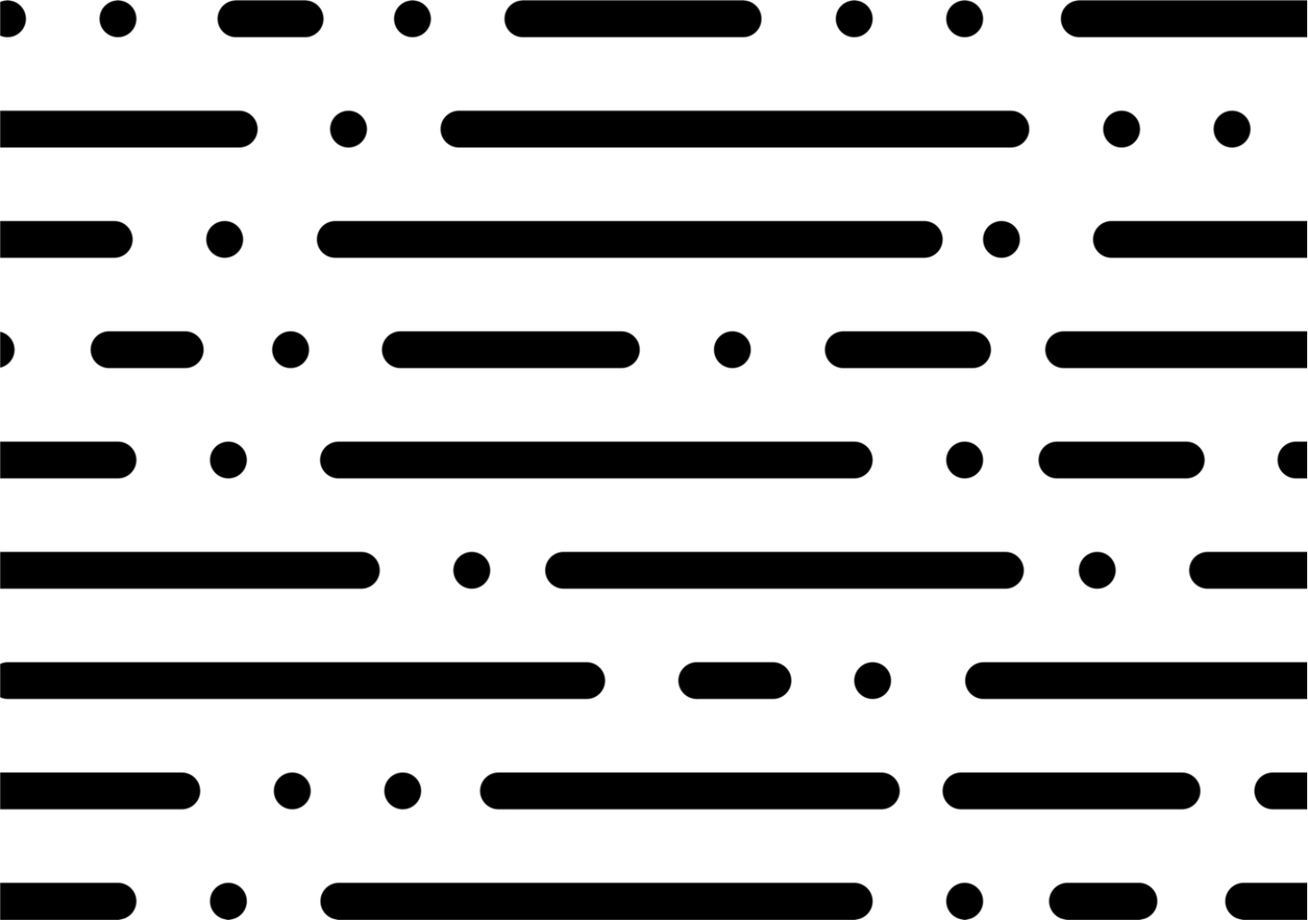
16.7 The Customer shall defend, indemnify and hold Sage, the Sage Affiliates, and their officers, directors, agents and Employees, harmless from any costs (including reasonable legal fees, costs and expenses), loss, damage or liability resulting from any violation of Employees' data subject rights as defined under applicable Data Protection Laws.

16.8 Data protection and privacy

16.8.1 It is acknowledged 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-protection-addendum/>) and Sage's Privacy Notice and Privacy Policy (as amended and updated from time to time found at Sage privacy notice | Sage South Africa) .

16.8.2 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-protection-addendum/>) 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.

16.8.3 Notwithstanding this clause 16, 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.



Sage