Sage Subscription Agreement

Sage 300 People including Managed Cloud Services

This agreement deals with direct (through Sage) and indirect (through a reseller) sales of the service and subscription. Please note clause 16 of this agreement, which deals with specific provisions when purchasing through a reseller.

LAST UPDATE: SEPTEMBER 2026

IMPORTANT NOTICE

A. 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.

B. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SAGE FOR YOUR SUBSCRIPTION TO THE SERVICE.

C. YOU WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDING ANY TERMS AND CONDITIONS IMPOSED BY REQUIRED 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):

   (i) CLICKING "I AGREE" OR A SIMILAR AFFIRMATION AS APPLICABLE WHICH APPEARS DURING THE ACTIVATION OF YOUR SUBSCRIPTION, OR

   (ii) ACCESSING OR USING THE SERVICE, OR

   (iii) SIGNING A COPY OF THE ORDER FORM. YOUR SUBSCRIPTION TO THIS SERVICE MAY BE SUBJECT TO REQUIRED 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 REQUIRED 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.

D. THE MOST RECENT VERSION OF THIS AGREEMENT CAN BE ACCESSED ON THE SAGE WEBSITE FOR THE SUBSCRIPTION SERVICE.

E. SAGE WILL MAKE REASONABLE EFFORTS TO COMMUNICATE ANY CHANGES TO THIS AGREEMENT BY SENDING AN EMAIL TO YOUR USER ADDRESS OR BY NOTICE ON ITS 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 **"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.

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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.

1.3 **“AI Data”** means together AI Input Data, AI-Generated Output and any data derived from or containing the same.

1.4 **“AI-Generated Output”** means the content generated and returned to a User resulting from that User prompting or using an AI System in the context of, or embedded within, the Service.

1.5 **“AI Input Data”** means any data input into an AI System, by you or any User, including (without limitation) prompts, queries and instructions (in whatever medium or format), but excluding: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (b) Sage-provided customisation, or fine-tuning data.

1.6 **"AI Policy"** means any Acceptable AI Use Policy that Sage publishes or otherwise makes available from time to time (including any amendments to it), posted on https://www.sage.com/en-za/legal/ (or such other URL which Sage communicates to you), containing the requirements and restrictions applicable to the use of AI Systems by you and your Users.

1.7 **“AI System”** means any artificial intelligence technologies, systems, models, tools or functionality, including machine learning, deep learning, generative AI, and any autonomous, semi-autonomous or agentic AI functionality or capabilities.

1.8 **“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.

1.9 **“Consent”** means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information.

1.10 **“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.

1.11 **“Customer Support”** means assistance Sage or your Reseller (as the case may be) provides or makes available to you online or by phone, email, chat or other means provided by the Sage entity from which you purchased your Subscription.

1.12 **“Data Protection Laws”** means such data protection laws applicable to the Sage entity with which you have Subscribed to the Service.

1.13 **“Device”** means any device that meets Sage’s system requirements that you use to access any part of your Subscription.

1.14 **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.

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1.15 **“Schedules”** means the exhibits to this Agreement.

1.16 **“Maintenance”** means updates, upgrades, enhanced and new functionality, patches and fixes for the Service.

1.17 **“Order”** means the order form or other written or electronic order, change order or activation accepted by Sage, detailing your Subscription purchase, Subscription Term and Subscription Fee signed or accepted by you and Sage or you and the Reseller (in the event of Services and Subscription being purchased through a Reseller) 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.

1.18 **"OSS Component"** means any component of the Service that is provided in object or source code form and is covered by an open source or similar licence, as further described in clause 9 of this Agreement.

1.19 **"OSS Licence"** means the open source or similar licence applicable to an OSS Component, as further described in clause 9 of this Agreement.

1.20 **“Party”** means either you or Sage as the context requires and “Parties” means you and Sage together.

1.21 **“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.

1.22 **“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 to you from time to time).

1.23 **“Processor”** means a 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.

1.24 **“Renewal Term”** means the period stipulated in the Order for your Subscription Term.

1.25 **“Required Third Party Service**” means a required service, software, or Subscription functionality made available by a provider other than Sage that Sage makes available as part of your Subscription.

1.26 **“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 programmes.

1.27 **“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.

1.28 **“Sage”** means the Sage Group plc entity with which you have Subscribed to the Service as indicated in the Order.

1.29 **“Sage Technology”** means images, text, software, music, sound, photographs, video, graphics, applets, , screen shots, 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”.

1.30 **“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, including, to the extent applicable, any AI Systems incorporated therein or made available as part of your Subscription, and any optional managed hosting services elected by you pursuant to a separate Order and accepted by Sage.

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1.31 **"Software"** means the Sage 300 People software application licensed to you and made available as part of the Service, including any modules, Maintenance and updates thereto, and (where you have elected the Hosting Services) the Sage 300 People software hosted within the Managed Environment.

1.32 **"Subscription"** means your access to and Use of the Service in a cloud or wireless environment together with Use of any Supplemental Services and Required Third Party Services that Sage makes available to you as part of this Agreement, including any optional managed hosting services elected by you and accepted by Sage, and "Subscribe" or "Subscribed" shall be construed accordingly.

1.33 **"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.

1.34 **"Subscription Term"** means the term of this Agreement as stipulated in the applicable Order, being the Initial Subscription Term together with any Renewal Terms.

1.35 **"Supplemental Services"** means, if available, optional software, managed hosting or other services you may elect to include in your Subscription at any time by placing an Order accepted by Sage, which elected services shall thereupon form part of the Service and this Agreement.

1.36 **"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.

1.37 **"Users"** means human individuals that access your Subscription through use of your network, Devices or user ID(s) and a password(s).

1.38 **"you" and "your"** means or refers to the organization or person that Sage has registered to Use the Service;

1.39 **"Your Content"** means the data and other information that you upload to or process through the Service, and includes any AI Input Data;

1.40 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.

1.41 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. SUBSCRIPTION TERM

2.1 You may Subscribe to the Service for the Subscription Term. Your Subscription Term will be stated in your Order.

2.2 Provided you pay the required Subscription Fees in accordance with this Agreement your Subscription will automatically renew for subsequent Renewal Terms equal to the expiring Subscription Term (unless agreed

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otherwise with Sage) 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 provision 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 part at any time during the Subscription Term except in accordance with this Agreement. If at any time during your Subscription Term you want to increase the number of your Users Subscribing to the Service or your access to additional components of the Service, modules or volumes, you must pay the applicable Subscription Fee for each additional User and/or access to the additional Service component and your Subscription Fee will be prorated from the date access to the additional Service components is made available to you and/or the additional Users are added to your Subscription until the commencement of your next Renewal Term.

2.3 If you wish to decrease the number of Users Subscribing to the Service or reduce your access to the various Service components, modules or volumes, you may do so from the commencement of your next Renewal Term when your Subscription Fees will be calculated for your next Renewal Term to take account of the reduced number of Users accessing the Service and/or your reduced access to the Service components.

2.4 For avoidance of doubt, if you are being billed on a monthly basis, your billing remains for a 12-month subscription term. If you elect to pay an annual subscription, you are billed once annually for that 12-month period. Where you elect to move to a monthly subscription (i.e. paying your invoice on a monthly basis) from an annual payment, you remain liable for the full 12 months subscription term.

3. SUBSCRIPTION FEES

3.1 Monthly subscriptions: your Invoice will be mailed to you on a monthly basis within the first week of the month in which the invoice is received by you and your invoice is payable within thirty (30) days of invoice. In addition, you may be requested to sign a debit order form.

3.2 Annual subscriptions: your Invoice will be mailed to you 60 days before the end of your renewal term and to be paid thirty (30) days upon receipt of the applicable invoice.

3.3 You will provide Sage with payment information that is accurate and current, including your billing address. You shall notify Sage promptly of any changes to your payment and billing information. You agree to accept invoices from Sage by email and to provide Sage with an 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.

3.4 You may authorize Sage to collect your payment of Subscription Fees in advance in the applicable currency, using the payment method, payment frequency and payment information you provide, and that Sage accepts. You must pay the Subscription Fees and any other charges arising under this Agreement within thirty (30) days of the date on Sage's invoice, or as otherwise agreed with Sage in the applicable Order. Subscription Fees quoted do not include applicable taxes, but applicable taxes will be included in the amount Sage charges you. Subscription Fees may include late fees or penalties incurred because your financial institution fails to honour a cheque or electronic charge, direct debit or transfer. Late payments will accrue interest at the highest rate permitted by the laws of the Republic of South Africa. You are obligated to pay all Subscription Fees irrespective of whether you received an invoice.

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3.5 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 either from you or from your Reseller (as the case may be) or if Sage has received notification from your Reseller of your non-payment of the same, then without prejudice to Sage's other rights and obligations Sage may suspend or terminate your Subscription.

3.6 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. Subscription Fees may increase in accordance with clause 3.8.

3.7 Discounts. 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 Order.

3.8 Sage reserves the right to increase the Subscription Fees annually on 1 January or on commencement of your Renewal Term. Sage may reasonably endeavour to give you (or your Reseller if you purchased your Subscription from a Reseller) written notice prior to the commencement of your Renewal Term of the amount 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

3.9 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.

3.10 Subject to clause 3.5, if you have agreed to pay the Subscription Fee to your Reseller, then the terms in your agreement with your Reseller in relation to payment of Subscription Fees and any other services provided by the Reseller to you will prevail over the payment terms in this clause 3.

3.11 Payment of Subscription Fees to Sage by either you or your Reseller is not dependent on implementation services and /or successful implementation.

3.12 Should You wish to re-instate access to the Software Maintenance Services, a re-instatement fee will apply and will be calculated at the time of re-statement.

3.13 Add-Ons. If, during a then-current subscription term: (i) additional volume, modules or licenses to items that you are already subscribed to are added, such increased subscriptions will be billed at a prorated amount at the price of the underlying preexisting subscription; and (ii) you add new subscriptions to items that you are not already subscribed to, such items will be billed at a prorated amount at the then-current list price.

3.14 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.

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4. LICENSE GRANT AND RESTRICTIONS

4.1 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 this Agreement and the instructions, 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 an initial Subscription Term or a Renewal Term (as the case may be), a Subscription upgrade (such as for more Users, Supplemental Services 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 Required Third Party Service; and (d) accepted or agreed to any terms and conditions that may be applicable to any such Supplemental Services. Your Subscription may include Required Third Party Services, which are a required component of your Subscription. Your use of a Required Third-Party Service is subject to the terms and conditions imposed by the Required Third-Party Service provider(s). If you do not accept or agree to the terms and conditions imposed by the Required Third-Party Service providers, Sage cannot grant you and you do not have a license to Use the Subscription.

4.2 You are only authorized to access and Use the functionality of the Service 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.

4.3 You may not install any components of the Service on your Devices unless Sage provides express instructions for you to do so.

4.4 You shall not:

4.4.1 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; or

4.4.2 subject to clause 4.22, without Sage's prior written authorization, duplicate any portion of the Service 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 Required 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 4.5 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; or

4.4.3 conduct any activity prohibited by clauses 4.16 and 4.17; or

4.4.4 without Sage's prior written authorisation and allowed framework, share human user credentials with any third party, third-party system or any AI System acting on your or any User's behalf or at their direction, , provided that Sage may, at its sole discretion, permit an AI System to access and interact with the Service using separate credentials issued or approved by Sage and designated for use by a single AI System, and any access to or interaction with the Service by or on behalf of an AI System must be made only using such credentials.

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4.5 You may Use the Subscription and Service to process the data of an Affiliate only if:

4.5.1 Your aggregate Use of the Service is limited to a single dataset unless 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;

4.5.2 You understand and agree that where any Affiliate accesses and Uses the Service, any act or omission 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;

4.5.3 You maintain an accurate list of Affiliates on file with Sage; and

4.5.4 You promptly notify Sage if any company is no longer an Affiliate, in which case such Affiliate shall automatically lose any rights of Use relating to the Service.

4.6 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 Required 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.

4.7 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.

4.8 You must not use, or try to use, your Subscription and the Service in a way which 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.

4.9 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.

4.10 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 terms or other third-party agreements in relation to your use of your equipment, software and communications lines.

4.11 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.

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4.12 Sage may suspend access to the Service without telling you and without liability, but wherever practicable Sage will give you reasonable prior notice:

4.12.1 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;

4.12.2 if required by law or regulation or as compelled by a law enforcement or government authority.

4.13 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.

4.14 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 this Agreement; (d) comply with all notices, policies, and instructions Sage provides regarding Your Content; (e) keep confidential all user ID(s) and passwords Sage provides you to access and activate your Subscription; and (f) ensure that all access to and use of the Service (including any AI Systems) by you and your Users complies with this Agreement and the AI Policy, which Sage may update at any time and which you and your Users accept by continuing to access or use the Service (or any AI Systems) following any such update, and you shall be responsible for any breach of the AI Policy by any User.

4.15 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.

4.16 **Prohibited Activities**

You shall not use the Subscription and Sage may immediately and without notice suspend or terminate your Subscription if you:

4.16.1 Provide Sage with fraudulent information;

4.16.2 Send spam or other unsolicited or duplicative messages in violation of applicable laws;

4.16.3 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;

4.16.4 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;

4.16.5 Post, upload, use framing techniques to use or otherwise distribute copyrighted material without the consent of the copyright holder;

4.16.6 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

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around any technical limitations in the Subscription; or

4.16.7 Make or attempt to make a local non-cache copy of any part of the Subscription.

4.16.8 access or interact with the Service, or permit any third party to access or interact with the Service, by means of any AI System or by means of any robot, bot, spider, crawler, script, screen-scraping, web-scraping or data-scraping tool or any other automated or manual data-extraction technique, in each case where such access, interaction or extraction is used to, or would reasonably be expected to, scrape, harvest, extract or otherwise obtain Your Content, AI Data or any other data or content from the Service in a manner that results in, or creates a risk of, the leakage, exfiltration or unauthorised extraction of such data from the Service.

4.17 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 the Supplier, their computers, software or hardware including without limitation:

4.17.1 propagating computer worms, trojans or viruses;

4.17.2 attempting a denial of service attack on any of the Services;

4.17.3 hacking or breaking any security mechanism on any of the Services;

4.17.4 using the Services to gain unauthorised access to another computer or network or in a way that disrupts or

4.17.5 threatens the Services;

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

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

4.17.8 placing, transmitting or storing any defamatory material; or

4.17.9 using the service in a bureau or outsourcing capacity to generate revenue.

4.18 You shall not facilitate or aid a third party or any third-party technology (including any AI System) in any of the activities described in this clause 4.

4.19 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.

4.20 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 utilize. 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 Use of the Service by others.

4.21 Other than as required by applicable law, you shall not, and shall procure that any third-party AI System shall not, transmit, export, copy, scrape, extract, harvest, or otherwise make available any AI Data to: (a) any third-party environment that has not been authorised by Sage; or (b) any external artificial intelligence training, fine-tuning, or model development pipeline. You shall, and shall procure that any third-party AI System shall, ensure that any of Your Content (other than Your Content that also constitutes AI Data, which remains subject to the

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foregoing prohibition) is only transmitted, exported, copied or otherwise made available to any third-party environment using Sage-approved transport mechanisms. For the avoidance of doubt, this prohibition applies to any means of extraction, including any scraping, screen-scraping, crawling or automated or manual harvesting technique, and is intended to prevent the leakage or exfiltration of such data outside the Service and any Sage-approved transport mechanisms.

4.22 **Your Responsibilities**

4.22.1 You are responsible for managing user setup and data processing within the Sage 300 People application. You must not prevent or restrict remote access to the Service by Sage where such access is reasonably required by Sage for the purposes of support, maintenance, troubleshooting or the performance of its obligations under this Agreement.

4.22.2 You are responsible for any customisations or modifications to the standard Service and shall ensure that such customisations or modifications are tested during any update process. To facilitate updates, customisations and modifications should be in line with applicable guidance provided by Sage. Any non-compliant customisations may cause significant issues in applying an update and you shall be responsible and liable for any reasonable costs associated with resolving any such issues. Sage may review customised code prior to any upgrade to assess and fix it if required, at your cost.

4.22.3 Authorised Technical Contacts and Out-of-Scope Services

i. You must nominate one or more authorised technical contacts by written notice to Sage. All change requests relating to your Subscription must originate from a nominated authorised technical contact, and Sage's incident reporting and operational liaison communications will be directed to such contacts. Changes to your nominated authorised technical contacts must be notified to Sage in writing by an existing nominated authorised technical contact or by the signatory to the applicable Order.

ii. Any services requested by you or required in connection with matters outside the scope of your Subscription, including (without limitation) services resulting from your failure to comply with your obligations under this Agreement or services associated with any third-party solution or integration that was not provided by Sage or that is negatively impacting the overall stability or performance of the Service, are outside the scope of this Agreement. Such additional services may be provided by Sage, at its sole discretion, on a time-and-materials basis at Sage's then-current rates.

4.22.4 Implementation and Service Readiness

i. Where implementation, migration or upgrade activities are required in connection with the Service or any component thereof, Sage will notify you in writing when the relevant Service has been released and is available for your use. Invoicing for the applicable Subscription Fees shall commence from the date on which Sage notifies you that the Service has been released and made available, unless otherwise agreed in writing.

ii. Any additions or changes to the Service elected by you may require an updated Order or service schedule. Such additions or changes will initiate an updated schedule applicable to the modified Service.

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iii. Unless otherwise agreed to in writing between you and Sage, or identified in an Order, Sage excludes all system items and other services residing or provided outside of the Service. You are responsible for all hardware, software, and services other than those which form part of the Service, including but not limited to computer devices, hardware peripherals, software, and internet connectivity services used to access or display the Service, or to enter or process your business data.

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 right, 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 right, titles and interest in and to:

i. their respective trade names, logos, service marks, or any other trade insignia,

ii. the Service, and the underlying technology, and

iii. all content, including, without limitation, Sage Technology, but excluding Your Content.

5.2.3 Sage does not claim ownership rights in any AI-Generated Output. You are solely responsible for all use, modification, combination with other materials and publication of any AI-Generated Output.

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 to 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.

6. LIMITED WARRANTIES AND DISCLAIMERS

6.1 Sage warrants that:

6.1.1 the Service will perform substantially 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); 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.

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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, and/or the information obtained by you through the Service will meet your requirements or produce particular outcomes or results or that the Service will produce error-free AI-Generated Outputs, machine-generated analysis, benchmarks, insights or responses (irrespective of whether you informed Sage or a Reseller about how you intend to use the Service at the point of purchase);

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.

6.2.4 does not provide any accounting, taxation, financial, investment, legal or other advice to you or your Users, and you acknowledge that it is your responsibility to ensure that the Service and/or AI-Generated Outputs meet your requirements and are fit for your purposes.

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, (D) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE, AND (E) RELATING TO AI-GENERATED OUTPUT OR MACHINE-GENERATED ANALYSIS, BENCHMARKS, INSIGHTS OR RESPONSES. YOU ACKNOWLEDGE THAT THE UTILITY OF BUSINESS MANAGEMENT SOFTWARE DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES.

6.4 **Other Limitations and Requirements**

6.4.1 If you purchased your Subscription or any other related services from any distributor, reseller or dealer (including a Reseller) 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.

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6.4.2 YOU ARE RESPONSIBLE FOR ADOPTING REASONABLE MEASURES TO:

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

ii. EXAMINE AND CONFIRM RESULTS OBTAINED FROM THE SERVICE BEFORE YOU RELY ON IT;

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

iv. RECONSTRUCT YOUR CONTENT.

v. EXAMINE AND CONFIRM AI-GENERATED OUTPUTS BEFORE YOU RELY ON THEM.

6.5 **Service Changes**

6.5.1 During the applicable Subscription Term, Sage will not knowingly implement a change to the Service that materially degrades the core functionality of the Service as described in the applicable documentation, except where such change is reasonably required for security purposes, compliance with applicable law or regulation, changes to third-party dependencies, end-of-life management, or to prevent harm to Sage, its customers or the Service. This commitment does not constitute a performance guarantee and does not expand or modify the remedies, warranties or liability set out in clauses 6, 7 and 8 of this Agreement.

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 7.1 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 7.1 AND 7.2 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

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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.

8. INDEMNIFICATION

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

8.1.1 notify Sage in writing promptly upon becoming aware of the Indemnity Claim;

8.1.2 at Sage's request and expense, give Sage such information and assistance as is reasonable under the circumstances; and

8.1.3 do not independently defend or respond to any claim or threatened claim and give Sage the right to settle the Indemnity Claim in Sage's sole discretion and at Sage's expense.

8.2 This indemnification does not extend to any Indemnity Claim:

8.2.1 arising from the combination of the Service with other elements not under Sage's sole control;

8.2.2 arising from any part of the Service that you or a third-party modify, or that incorporates specifications, designs or formulas that you provide;

8.2.3 which arises as a result of your continued Use of the Service after you have been notified that it infringes the rights of a third party; or

8.2.4 if in relation to an Indemnity Claim, you do not comply with clause 8.1 above.

8.2.5 arising from or in connection with AI Input Data provided by you or your Users;

8.2.6 arising from your modification, combination, or incorporation of AI-Generated Outputs with other materials, where the alleged infringement arises from such modification, combination or incorporation; or

8.2.7 arising from your continued use of the Service (including any AI-Generated Output) after you have been notified that it infringes the rights of a third party.

8.2.8 Notwithstanding the indemnification obligations in this clause 8, Sage shall have no liability to you in respect of any third-party claim alleging infringement or misappropriation of Intellectual Property Rights to the extent such infringement is solely attributable to: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage in

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connection with any AI System; or (b) Sage-provided customisation or fine-tuning data.

8.3 If you are prevented from Using the Service because of an actual or threatened infringement, then at Sage's option:

8.3.1 Sage shall promptly either obtain for you the right to continue Using the affected part of the Service; or

8.3.2 Replace or modify the affected part of the Service so that it becomes non-infringing.

8.4 If having used all reasonable commercial efforts Sage cannot achieve either of the circumstances in clauses 8.3.1 or 8.3.2 on reasonable terms and you give Sage a written notice to do so, Sage will promptly refund to you a pro-rata portion of the Subscription Fee based on your Use of the Service during your relevant Subscription Term, when this Agreement including your right to Use the Service shall automatically terminate.

8.5 THIS CLAUSE 8 SETS OUT SAGE'S ENTIRE FINANCIAL LIABILITY FOR ANY INDEMNITY CLAIM.

8.6 Indemnification by You. You shall defend, indemnify and hold Sage and its Affiliates, officers, directors, employees and agents harmless from and against any and all costs, damages, losses, liabilities and expenses (including reasonable legal fees and court costs) to the extent arising out of or in connection with your or your Users' use or misuse of any AI System that is not provided by Sage as part of the Service (including any external or third-party AI System used in connection with the Service), including any data breaches, data exfiltration, user or business profiling, security incidents, system damage, or third-party claims arising from or in connection with such use or misuse, provided that this indemnity shall not apply to the extent the relevant claim is solely attributable to: (a) instructional prompts, contextual injections, system-level inputs or other technical content provided by or on behalf of Sage; or (b) Sage-provided customisation or fine-tuning data.

9. OPEN-SOURCE COMPONENTS

9.1 This clause governs use of open-source software within the Service and applies notwithstanding any other provisions of this Agreement to the contrary.

9.2 You acknowledge that certain components of the Service are provided to you in object or source code form and are covered by open source or similar licences. Each component is referred to as an "OSS Component" and each such licence is referred to as an "OSS Licence".

9.3 Where the relevant OSS Licence requires it (and only to the extent required) the following shall apply to the corresponding OSS Component:

(a) any additional rights, permissions, exclusions and/or disclaimers granted under that OSS Licence will apply to the corresponding OSS Component;

(b) any terms in this Agreement (including any restriction, prohibition or exclusion) that conflict with or are inconsistent with the terms of that OSS Licence shall not apply in relation to the corresponding OSS Component; and

(c) where an OSS Licence requires Sage to make an offer to provide source code or related materials or information in relation to the corresponding OSS Component, such offer is hereby made by Sage. Any request for source code or related information should be directed only to: globalproductops@sage.com.

9.4 Clauses 6 and 8 of this Agreement shall not apply to any claim of infringement to the extent such infringement is caused or contributed to by an OSS Component. Sage shall not be liable to you for any claim or liability to the extent it arises out of the use of such an OSS Component.

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10. CONFIDENTIALITY

10.1 Sage shall implement commercially reasonable security measures designed to prevent the disclosure or dissemination of Your Content and information regarding your Subscription to any third party without your written consent and shall not use Your Content for Sage's own benefit or for the benefit of any third party, except to the extent permitted by this Agreement. Notwithstanding the foregoing, you agree that Sage may provide Your Content to those third parties that Sage engages to provide services of and support for the Subscription, Required Third Party Services and your Supplemental Services.

10.2 You shall implement commercially reasonable security measures designed to prevent the disclosure or dissemination of the Service, Sage Technology and information about your Subscription to any third party without Sage's written consent, and shall not Use the Service, Sage Technology, or information about your Subscription for your own benefit or the benefit of any third party, except to the extent permitted by this Agreement.

10.3 The provisions of clause 10 shall not apply to:

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

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

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

10.3.4 subject to clause 10.4, information which is required to be publicly disclosed by law or by any statutory, governmental or regulatory body having jurisdiction over such party.

10.4 If you are or Sage is requested pursuant to, or required by, applicable law, regulation or legal process to make disclosures of information ("Protected Information") otherwise prohibited by the terms and conditions in referred to in clause 10.1, each of us will promptly notify the other (if not prohibited by law or legal or regulatory process) so that the other may seek a protective order or other appropriate remedy or, in the other's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the other party does not waive compliance with the terms of this Agreement, then each party shall furnish only that portion of the Protected Information which it believes in good faith, after consulting with legal counsel, it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Protected Information.

11. DATA PRIVACY AND DATA PROTECTION

11.1 Sage will not actively monitor Your Content but will investigate complaints of violations of a third-party right. Sage will cooperate with those attempting to minimize Internet or telecommunication abuse and reserves the right to institute filters or other mechanisms for that purpose. Sage will cooperate with law enforcement authorities and may notify such authorities if it suspects that you are engaged in illegal activities. For more information regarding Sage's protection of your information, please consult Sage's Privacy Notice. In its sole discretion, Sage may change the Privacy Notice from time to time and will post a notice of the changes to the Privacy Notice on its website. Your use of third-party Supplemental Services or Required Third Party Services may also be subject to privacy policies of those third-party providers.

11.2 The Parties agree that to the extent that Sage Processes Personal Information on your behalf in accordance with

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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/** forms part of this Agreement.

11.3 Each party will comply with the Data Processing Agreement, and references in the Data Processing Agreement to the "Agreement" shall be construed as references to this Agreement. Any Personal Data used to provide the Services shall be handled in accordance with the requirements of the Data Processing Agreement. Further information on how Sage uses Personal Data is provided in Sage's Privacy Notice.

11.4 For more information regarding Sage's protection of your information, please consult Sage's Privacy Notice. In its sole discretion, Sage may change the Privacy Notice from time to time and will post a notice of the changes to the Privacy Notice on its website. Your use of third-party Supplemental Services or Required Third Party Services may also be subject to the privacy policies of those third-party providers.

11.5 Sage will cooperate with law enforcement authorities and may notify such authorities if it suspects that you are engaged in illegal activities.

12. ANTI-BRIBERY AND CONFLICT OF INTEREST

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

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;

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; and

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 12.

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 clause 12 at the relevant time.

12.4 You shall ensure that no Conflict of Interest arises between the interests of Sage and your interests. You 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 bring to an end, any Conflict of Interest. For the purpose of this Agreement, "Conflict of Interest" means a situation which you have competing interest or loyalties which could impact your ability to act objectively and fairly in your capacity.

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12.5 In the event that you become aware of the User, your Personnel and Affiliates breaching the obligations under this clause 12, you 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 Service.

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 Your 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 is named on any "denied persons 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 term of this Agreement appropriate procedures and controls to ensure and be able to demonstrate its compliance with this clause 13.1. End-User shall not permit any of its Personnel 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 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 13.1 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 13.1.

13.2 Sage reserves the right to carry out an audit of Your locations and Personnel and Affiliates to assess its compliance with this clause 13.

13.3 Breach of this clause 13 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.

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. Your Subscription will automatically renew for the Renewal Term equal to the expiring Subscription Term unless either party gives the other three (3) months written notice of non-renewal before the end of the Subscription term that is expiring. Where a party gives such written notice then your Subscription shall end at the end of the relevant Subscription Term.

14.2 Sage may terminate this Agreement on written notice to you:

14.2.1 if you fail to pay when due any Subscription Fee and Sage then gives you ten (10) working days' written notice of such late payment and after ten (10) working days you have still not paid such amount (unless the Sage Group plc entity from which you purchased your Subscription has agreed a different notice period within which you must pay your Subscription Fee);

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14.2.2 if you fail to comply with any term of this Agreement and, if capable of remedy, do not rectify your noncompliance within thirty (30) days of Sage's written notice requiring you to remedy your non-compliance. 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;

14.2.3 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.

14.3 If this Agreement terminates for any reason, Your Content 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.

14.4 **Access to End-User Data.**

14.4.1 Subject to the AI Data provisions in this clause:

i. End-User Data may be exported at any time during the term of this Agreement.

ii. Unless set out otherwise in the applicable Order, we will not delete End-User Data from our production environment for a period of six (6) months after termination or expiration of this Agreement and may assist you with exporting End-User Data during such period at our standard hourly consulting rate.

iii. After such six (6) month period has expired, we may delete all End-User Data and will not make it available to you.

iv. Should you require longer storage of End-User Data, paid archival services may be available.

14.4.2 lease see the Data Processing Agreement and the Privacy Notice for further details of data retention.

14.5 AI Data. Notwithstanding clause 14.3, the following applies to AI Data (being any data input into, generated by, or derived from any artificial intelligence system used in connection with the Service, including prompts, queries, instructions and AI-generated outputs):

i. AI Data does not form part of Your Content for the purposes of clause 14.3 and cannot be exported or returned to you;

ii. Sage is not obligated to delete AI Data following termination or expiry of this Agreement, and Sage's rights to process AI Data under this Agreement shall survive termination;

iii. AI Data is not subject to any deletion or extraction requests under clause 14.3; and

iv. For the avoidance of doubt, where any data constitutes both Your Content and AI Data, it shall be treated as AI Data for the purposes of this clause.

14.6 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.

14.7 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.

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14.8 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.

14.9 Notwithstanding anything to the contract in this Agreement, You may not terminate this Agreement in whole or part during the Term except in accordance with this Agreement.

15. GENERAL TERMS

15.1 AUDIT RIGHTS

With or without prior notice, Sage may audit Your 's use of the Subscription through the Service to ensure that You complies with the terms and conditions of this Agreement. If an audit reveals that the You have underpaid fees or owes fees to Sage or its 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.

15.2 AUTHORISED EXECUTION

This Agreement is only valid when an Order has been signed by authorised representatives of the End-User, whose appointment or authority it shall not be necessary to prove.

15.3 AUTO UPDATES

15.3.1 The Subscription may contain auto-update technology used to provide Maintenance as part of the Subscription. This feature cannot be disabled and will:

i. connect to Sage or service provider computer systems over the Internet;

ii. use Internet protocols to recover standard computer information in order to determine whether Maintenance is required; and

iii. automatically download and install, or prompt You to download and/or install, current Maintenance.

15.3.2 By using the Service initially, You consent to the transmission of standard computer information and the automatic downloading and installation of Maintenance.

15.4 CESSION AND ASSIGNMENT

You may not cede, assign, transfer, novate, charge, sub-contract or deal in any other manner with any of its rights or obligations under this Agreement, whether in whole or in part, directly or indirectly, by operation of law, merger, acquisition or otherwise, without Sage's prior written consent (not to be unreasonably withheld). Sage may cede, assign, transfer, novate, charge, sub-contract or deal in any other manner with this Agreement, whether in whole or in part, without Your consent. Any purported cession or assignment in breach of this clause shall be void.

15.5 DISPUTE RESOLUTION

15.5.1 If a dispute or other disagreement arises between the parties, then:

i. each party agrees to promptly raise the matter internally to the relevant account managers for resolution; if the account managers are unable to resolve the matter within 30 (thirty) days of

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being requested to do so, the parties shall each escalate the matter to senior managers who will attempt to resolve the dispute within a further period of 30 (thirty) days;

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

iii. where the matter has not been resolved following the procedure in clauses 15.5.1(i) and 15.5.1(ii), either party is free to pursue alternative remedies in accordance with clause 15.8.

15.5.2 Neither party may 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 clause 15.5, except where a party seeks urgent interim relief by way of interdict or where it is necessary to issue a claim within an applicable prescription period.

15.6 **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties relating to its subject matter and supersedes all previous communications, representations, proposals or prior agreements between them. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no rights or remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) other than as expressly set out in this Agreement. This clause shall not exclude liability for fraudulent misrepresentation.

15.7 **FORCE MAJEURE**

15.7.1 Save for any payment obligations due to Sage, 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, an act of God, lockouts, pandemics, epidemics, lockdowns (as declared by the government of the Republic of South Africa or the World Health Organisation), and strikes of any third party.

15.7.2 For the purposes of this Agreement, a cyber-attack or breach of cyber security shall be regarded as beyond Sage's reasonable control, subject to Sage being able to demonstrate that it acted in accordance with what would reasonably be considered good practice by a business accounting and payroll software provider of equivalent size and standing in taking steps to prevent such an attack or breach of security.

15.7.3 The party affected by a force majeure event must notify the other party as soon as reasonably practicable after the commencement of such event and must use reasonable endeavours to mitigate the effects of such event and to resume performance of its obligations as soon as practicable.

15.8 **GOVERNING LAW AND JURISDICTION**

15.8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

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15.8.2 Subject to the provisions of clause 15.5, each party irrevocably submits 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.

15.9 **HEADINGS**

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.

15.10 **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 liability for incidental or consequential damages, and in such cases some or all of the provisions of this Agreement may not apply to You.

15.11 **MONITORING**

The Subscription may contain technologies that monitor, record and report to Sage, in anonymised form, information regarding Your use of the Service, including information concerning the devices used to access the Service and the frequency, type and manner of use (collectively, "Usage Data"). Your agrees 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 constitutes personal information within the meaning of applicable law, including the Protection of Personal Information Act 4 of 2013 ("POPIA"), the collection and use of such Usage Data shall be subject to Sage's privacy policy and the Data Processing Agreement.

15.12 **NO PARTNERSHIP OR AGENCY**

Each party is an independent contractor and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other. Sage is entering into this Agreement as principal and not as agent for any other Sage entity. The obligations owed by Sage under this Agreement shall be owed to Your solely by Sage, and the obligations owed by Your under this Agreement shall be owed solely to Sage.

15.13 **NO PUBLICITY**

15.13.1 Neither party shall make any public statement about this Agreement or the relationship of the parties that identifies the other party without the other party's prior written consent, except that while Your are a customer of Sage, Sage may use Your name and logo in its customer list in a manner that does not suggest endorsement.

15.13.2 If at any time You do not wish Sage to use its name or logo in the manner described in clause 15.13.1, You may notify Sage in writing at ipfilings@sage.com or by contacting its usual Sage representative. Sage will remove any such reference as soon as reasonably possible, although the parties acknowledge that it may take a short while to give effect to such request and that some former publications may

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remain publicly available.

15.14 **NOTICES AND ELECTRONIC COMMUNICATIONS**

15.14.1 Day-to-day communications between the parties must be conducted via the contact details given in Sage's relevant documentation, and Sage's communications to Your will be sent to the contact details provided when Your accepted this Agreement (or any updated details subsequently notified to Sage in writing).

15.14.2 All formal notices required to be given under this Agreement must be in writing and delivered or sent by hand, pre-paid mail, courier or electronic mail to the address specified in this Agreement or such other address as the relevant party may designate in writing from time to time. Notices shall be deemed to have been received:

i. on delivery, if delivered by hand;

ii. on the next Business Day, if sent by courier; or

iii. at 09:00 (nine o'clock) recipient's local time on the next Business Day after the electronic mail is sent, or earlier if the intended recipient has confirmed receipt either expressly or by conduct.

15.14.3 Each party will use the appropriate communication medium, including electronic mail and, in the case of Sage communicating with Your, by publishing notices on its website.

15.15 **ORDER OF PRECEDENCE**

15.15.1 In the event of any express conflict or inconsistency between the documents comprising this Agreement, the order of precedence shall be:

i. these terms and conditions (including any schedules or annexures hereto).

ii. the applicable Order; and

iii. the Data Processing Agreement.

15.16 **REMEDIES NOT EXCLUSIVE**

Except as expressly set out in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15.17 **SEVERABILITY**

If any provision or part-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, provided that the fundamental nature of this Agreement is not thereby frustrated. Any such severed provision shall, to the extent reasonably possible, be replaced with a similar provision that conforms to applicable law and embodies as closely as possible the original intent of the parties.

15.18 **THIRD-PARTY BENEFICIARIES**

Certain aspects of the Licensed Materials or Services may be provided by Sage's Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this Agreement to the extent of such Licensed Materials or Services.

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15.19 **THIRD-PARTY RIGHTS**

Except as expressly set out in this Agreement, this Agreement is not intended to and does not confer any rights or remedies on any person who is not a party to it.

15.20 **U.S. GOVERNMENT RESTRICTED RIGHTS**

If the Sage Group plc entity with which Your 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.

15.21 **VARIATION**

This Agreement may only be amended by written agreement signed by authorised representatives of both Sage and You.

15.22 **WAIVER**

A party's failure or delay to exercise or enforce any of its rights under this Agreement will not act as a waiver or continuing waiver of such rights. Such rights may only be waived in writing signed by the waiving party.

16. PURCHASING THROUGH A RESELLER

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

16.1.1 If you place an order for the Service and Subscription with a Reseller: (i) such document shall constitute an Order; and 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 Service 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.

16.2 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.

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17. INCOME AND EMPLOYMENT VERIFICATION SERVICE

17.1 **Definitions:**

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

17.1.2 **"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).

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

17.1.4 **“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.

17.1.5 **“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.

17.1.6 **"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.

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

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

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

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

17.1.11 **"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).

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

17.1.13 **“Multi-Entity Beneficiary Employee”** means an individual employed by a Multi-Entity Beneficiary.

17.1.14 **“Multi-Entity Beneficiary’s Employee Personal Information”** means personal data relating to a Multi-

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Entity Beneficiary Employee.

17.1.15 **“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.

17.1.16 **"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.

17.2 In this Agreement, terms used that have meanings ascribed to them in the DPA 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.

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

17.4 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;.

17.5 For the purpose of clause 17.4 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.

17.6 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.

17.7 **Data protection and privacy**

17.7.1 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).

17.7.2 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-

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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.

17.7.3 Notwithstanding this clause 17, 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.

18. OPTIONAL SAGE 300 PEOPLE HOSTING SERVICES

18.1 This clause 18 sets out the terms on which Sage may, at its sole discretion, make available optional hosting services for the Sage 300 People software on the Microsoft Azure platform (the "Hosting Services"). The Hosting Services are not part of the Subscription unless and until you elect to receive them by submitting a written or electronic hosting election, order, change order or activation request that is accepted by Sage in writing or electronically (a "Hosting Election"). No obligation to provide Hosting Services arises before Sage accepts the Hosting Election. Upon acceptance, the Hosting Election shall form part of the Order for the purposes of this Agreement.

18.2 Hosting-Specific Definitions

For the purposes of this clause 18, the following definitions apply:

18.2.1 "Managed Environment" means the physical environment of the Hosting Services;

18.2.2 "Managed Resources" means the applicable hardware, software, network services and personnel to host the Software, including: (a) Windows Virtual Desktop; (b) Nerdio Autoscaling; (c) Azure Active Directory Domain Services; (d) Kubernetes Containers; (e) Sage Provisioning Portal; (f) SQL Elastic Pools; (g) firewall and security services (which include intrusion protection, anti-virus, and anti-spyware applications); (h) data centre connectivity; (i) storage accounts and profiles (subject to reasonable and customary limits); and (j) Software licensing;

18.2.3 "Managed Services" means the Sage 300 People Managed Services on the Microsoft Azure Platform, allowing you to access your Sage 300 People Software through the Managed Environment, tailored based on the Hosting Services, solely for your use, and includes managing the Managed Resources;

18.2.4 "Microsoft Azure Platform" means the Microsoft Azure platform as a service (PaaS) solution for building and hosting solutions using Microsoft's products and in their data centres;

18.2.5 "Scheduled Downtime" means periods during which the Hosting Services will not be available in order to apply changes to the System including but not limited to scheduled or emergency outages, acts of force majeure, suspension of the Hosting Services due to legal compulsion, internet access issues, operating system upgrades, Software patches, Software upgrades, hardware upgrades and hardware maintenance, Supplier Outages and any other circumstance outside the control of Sage;

18.2.6 "Service Level" means the predetermined quantitative and qualitative performance levels that Sage targets in respect of the Hosting Services as set out in this clause 18;

18.2.7 "Supplier" means any subcontractor supplier engaged by Sage to provide the Hosting Services, including the Microsoft Azure Platform provider, and/or who is subcontracted to assist Sage in the establishment of access to the cloud server or the provision of Hosting Services;

18.2.8 "Supplier Outages" means scheduled or emergency outages, acts of force majeure, suspension of the Hosting Services due to legal compulsion, and internet access issues outside the control of the Supplier;

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18.2.9 "System" means, as applicable to the Hosting Services, the following systems: (a) Microsoft Azure SQL service; (b) Windows Virtual Desktop services; (c) Your servers; (d) Sage application servers; (e) third-party application servers (if applicable); (f) live system monitoring; and (g) Software licensing;

18.2.10 "System Changes" means changes which affect your system integrity or security such as adding new users or changing access permissions.

18.3 **Azure and Third-Party Terms.** You agree to be bound by the additional terms and conditions for the Microsoft Azure Platform, which can be accessed via https://azure.microsoft.com/en-us/support/legal/ or such other URL as Microsoft may publish from time to time. Where there is a conflict between the terms and conditions of this Agreement and the additional terms for the Microsoft Azure Platform, the Microsoft Azure Platform terms shall prevail solely in respect of matters pertaining to the Microsoft Azure Platform. Your use of any Required Third-Party Service forming part of the Hosting Services is subject to the terms and conditions imposed by the relevant third-party provider.

18.4 **Hosting Exclusions and Your Responsibilities.** Unless otherwise agreed in writing between you and Sage or identified in a Hosting Election, Sage excludes all system items and other services residing or provided outside of the Managed Services. You are responsible for all hardware, software and services other than those located in the Managed Environment, including but not limited to computer devices, hardware peripherals, software and internet connectivity services used to access or display the Hosting Services or to enter or process your business data.

18.5 **Authorised Technical Contacts and Change Control.** You must nominate one or more technical contacts as authorised persons who will be reflected in the Hosting Election or notified to Sage in writing. Change requests must come from one of your authorised contacts, and incident and other reporting and liaison will be sent to those technical contacts. Changes to your nominated technical contacts must be in writing and come from another nominated technical contact or the person who signed the Hosting Election.

18.6 **Maintenance Windows and Scheduled Downtime.** Sage reserves the right to carry out monthly maintenance activities during a two-hour window. This window is normally scheduled outside of Business Hours (being 8:30 am to 5:00 pm South African Standard Time on any day other than a Saturday, Sunday. Subject to Scheduled Downtime, Sage will use reasonable endeavours to make the Hosting Services available seven days a week and twenty-four hours a day.

18.7 **Service Level.** Subject to any disruptions caused by Scheduled Downtime, Sage will target a Service Level of at least 99.5% availability for the servers and applications forming part of the Hosting Services during each calendar month of the Subscription Term in which the Hosting Services are active (the "Uptime Percentage"). The Uptime Percentage expressly excludes Scheduled Downtime, Supplier Outages, force majeure events and any unavailability caused by matters within your control. Sage may vary the Service Level from time to time on reasonable notice to you. For the avoidance of doubt, the Service Level is a target only and does not give rise to any entitlement to liquidated damages or service credits.

18.8 **Security.** Sage will use reasonable commercial efforts to prevent security breaches in the Managed Environment that provides the Hosting Services in terms of local network, operating system and hardware that is in Sage's exclusive control.

18.9 **Suppliers.** Sage may from time to time, and at its sole discretion, use a Supplier to assist with matters incidental to providing the Hosting Services, including establishing security profiles and troubleshooting. Sage may from

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time to time, and at its sole discretion, change Supplier in order to provide you with an operational Managed Environment. Where reasonably practicable, Sage shall give you at least fourteen (14) days' notice of its intention to change Supplier. If Sage elects to change Suppliers, Sage will use reasonable endeavours to ensure that the terms on which it engages any subsequent Supplier provide for at least equivalent or better service levels.

18.10 **Your Hosting Obligations.** In addition to your obligations under this Agreement, the following apply to the Hosting Services:

18.10.1 you must comply with all reasonable directions and policies issued by Sage in relation to the use of the Hosting Services;

18.10.2 it is your responsibility to manage Software user setup and data processing within the Sage 300 People application;

18.10.3 you must ensure that remote access to the Software by Sage, as required from time to time, is not prevented by your actions;

18.10.4 you are responsible for any customisations or modifications to the standard Software and should ensure that these customisations or modifications are tested during any update process. To facilitate these updates, customisations and modifications should be in line with applicable guidance provided by Sage. Any non-compliant customisations may cause significant issues in applying an update and you will be responsible and liable for any costs associated with resolving any such issues. Sage may review customised code prior to any upgrade to assess and fix it if required, at your cost;

18.10.5 Sage reserves the right to request the removal of content from, and the cessation of transmittal of information using, the Hosting Services if that content or information is illegal or may threaten the continued operation of the Managed Environment; and

18.10.6 any services outside the scope of this clause 18, including services resulting from your failure to comply with your responsibilities or associated with software not included in the Hosting Election and approved by Sage, are out of scope. Out-of-scope services also include services requested or required in connection with a third-party solution or integration that was not provided by Sage or is negatively impacting the overall stability or performance of the Hosting Services.

18.11 **Hosting Fees.** Hosting fees shall commence when Sage confirms in writing or electronically that the Hosting Services have been released and are available to you. The amount and billing frequency of the hosting fees shall be as recorded in the accepted Hosting Election. All hosting fees are payable in accordance with clause 3 of this Agreement and are non-refundable except as expressly provided in this Agreement.

18.12 **Suspension and Restoration.** Without prejudice to Sage's rights under this Agreement, Sage may suspend the Hosting Services immediately and without liability if: (a) you fail to pay any hosting fees when due and do not remedy such failure within ten (10) working days of written notice; (b) your use of the Hosting Services threatens the integrity, performance or security of the Managed Environment; or (c) suspension is required by law, regulation or a competent authority. Sage may restore the Hosting Services at its discretion once the grounds for suspension have been remedied. A re-instatement fee may apply and will be calculated at the time of re-instatement.

18.13 **Termination or Expiry of Hosting Services.** The Hosting Services shall terminate automatically upon termination or expiry of this Agreement. Either party may terminate the Hosting Services separately from the remainder of

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this Agreement by giving the other party not less than ninety (90) days' written notice, such notice to expire no earlier than the end of the then-current Subscription Term. Upon termination or expiry of the Hosting Services, Sage will, at its discretion, extract your data and provide it to you in a form that is accessible and usable by you, subject to the AI Data provisions in clause 14.5 of this Agreement. For the avoidance of doubt, AI Data does not form part of any data export under this clause 18.13 and cannot be exported or returned to you.

18.14 **Relationship to Agreement.** This clause 18 is supplemental to and forms part of this Agreement. In the event of any conflict or inconsistency between this clause 18and any other provision of this Agreement (including without limitation the provisions relating to payment, intellectual property ownership, warranties, indemnities, liability caps and exclusions, data protection, termination, sanctions, governing law and order of precedence), the other provisions of this Agreement shall prevail to the extent of the inconsistency, except where this clause 18 expressly states otherwise.

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