

Sage Business Cloud Accounting Subscription Agreement

This agreement deals with direct (through Sage) and indirect (through a reseller) sales of software. Please note clause 15.23 of this agreement, which deals with specific provisions when purchasing through a reseller.

LAST UPDATED 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 In this Agreement, unless the context indicates a contrary intention, the following words and expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:
 - 1.1.1 **“Affiliate”** means any entity that controls you, that you control or that is under common control

with you, where “control” means the ownership, directly or indirectly, of equity securities or other ownership interests which represent more than 50% of the voting power of such affiliate.

- 1.1.2 **“Agreement”** means these terms and conditions for your Subscription to the Service including the Data Processing Agreement (“DPA”) found at this link: <https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-terms-and-conditions/>, your order, Schedules as amended and updated by Sage from time to time together with any other documents or addenda expressly incorporated into these terms and conditions by reference.
- 1.1.3 **“AI Data”** means together AI Input Data, AI-Generated Output and any data derived from or containing the same.
- 1.1.4 **“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 Services.
- 1.1.5 **“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.
- 1.1.6 **“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.
- 1.1.7 **“AI Policy”** means our Acceptable AI Use Policy, being any policy we publish or otherwise make available from time to time (including any amendments to it) which we communicate to you, as amended from time to time, containing the requirements and restrictions applicable to the use of AI Systems by you and your Users.
- 1.1.8 **“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.
- 1.1.9 **“Consent”** means any voluntary, specific, and informed expression of will in terms of which permission is given for the processing of personal information.
- 1.1.10 **“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.
- 1.1.11 **“Customer Support”** means the assistance Sage or your Reseller (as the case may be) provides or makes available to you on-line or by phone, email, chat or other means provided by the Sage entity from which you purchased your Subscription.
- 1.1.12 **“Data Protection Laws”** means such data protection laws applicable to the Sage entity with which you have Subscribed to the Service.
- 1.1.13 **“Device”** means any device that meets Sage’s system requirements that you use to access any part of your Subscription.
- 1.1.14 **“Employee(s)”** means an individual or individuals employed by the User or a business managed

by the User and where User processes salaries and/or wages of the Employee(s).

- 1.1.15 **"Employee Bracket"** refers to the total number of Employees that User has at any given point that falls within the specified group parameters
- 1.1.16 **"Intellectual Property Rights" ("IP")** means all intellectual property rights of any nature subsisting anywhere in the world, whether registered or unregistered, including: patents, utility models, and applications thereof; trademarks, service marks, trade names, domain names, goodwill, and the right to sue for passing off, and applications thereof; registered and unregistered design rights, and applications for registered designs; copyright and related rights; database rights; rights in confidential information, trade secrets, and know-how; and all other intellectual property rights and equivalent forms of protection subsisting now or in the future; in each case for the full term of such rights, including all renewals and extensions.
- 1.1.17 **"Maintenance"** means updates, upgrades, enhanced and new functionality, patches and fixes for the Service.
- 1.1.18 **"Microsoft®"** means the Microsoft Corporation or one of its Group Companies.
- 1.1.19 **"Microsoft SQL"** means the optional additional product provided by Microsoft®, referred to as Microsoft® SQL™ (© Copyright 2021 Microsoft Corporation. All rights reserved), together with any associated media, printed materials, and "online" or electronic documentation relating to the same, that you may purchase via a Sage Partner with the Product (as applicable), subject to payment of an additional fee.
- 1.1.20 **"Order"** means the applicable online order form detailing your Subscription purchase, Subscription Term and Subscription Fee signed by you and Sage or you and the Reseller (in the event of Services and Subscription being purchased through a Reseller) and you containing the details of the Services procured by you as well as the Subscription Fees which together with this Agreement forms a binding contract between you and Sage.
- 1.1.21 **"Party"** means either you or Sage as the context requires and "Parties" means you and Sage together.
- 1.1.22 **"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.
- 1.1.23 **"Privacy Notice"** means the privacy notice posted on Sage privacy notice | Sage South Africa (or such other URL as Sage may notify you from time to time).
- 1.1.24 **"Processor"** means the person who processes Personal Information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party.
- 1.1.25 **"Renewal Term"** means the period stipulated in the Order for your Subscription Term.
- 1.1.26 **"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.
- 1.1.27 **"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.

- 1.1.28 **"Restricted Territories"** means (i) Cuba, Sudan, Iran, North Korea, Syria and the territory of Crimea/Sevastopol; and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, the U.S., United Nations or elsewhere.
- 1.1.29 **"Sage" "us" "we" "our"** means Sage South Africa Proprietary Limited, company registration number 2003/015693/07.
- 1.1.30 **"Sage Data"** means the information in an Order, data about the configuration and use of the Service, and other information provided to you via log-in in the Service or otherwise by Sage during performance under this Agreement but excluding Your Content and AI-Generated Outputs.
- 1.1.31 **"Sage Technology"** means images, text, software, music, sound, photographs, video, graphics, applets, , screenshots, displays, graphical user interfaces and software incorporated into the Service and all copyright, trade secret, patent and patent applications, trademark and other intellectual property rights in and to the Service, including, but not limited to, object code, the underlying source code, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, all inventions (whether patentable or not), know-how, ideas, discoveries, compositions, products, schematics, databases, drawings, designs, samples, models, processes, procedures, data, information, manuals, notes, and any item marked "confidential" or "proprietary".
- 1.1.32 **"Schedules"** means the exhibits to this Agreement.
- 1.1.33 **"Service"** means the products and services provided by us to you under this Agreement or otherwise, including any associated offline or mobile components, Maintenance, Customer Support, and (whether optional or mandatory) any add-ons, modules, features or functionality that work with the products or services, including any AI Systems, that Sage or your Reseller (as the case may be) makes available to you as part of your Subscription, but excluding all Required Third Party Services.
- 1.1.34 **"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 and "Subscribe" or "Subscribed" shall be construed accordingly.
- 1.1.35 **"Subscription Fee(s)"** means the purchase price owed to the Sage Group plc entity with which you Subscribed to the Service for access to the various components of your Subscription for the Subscription Term whether paid directly by you to Sage or via a Reseller.
- 1.1.36 **"Subscription Term"** means the term of this Agreement as stipulated in the applicable Order, being the Initial Subscription Term together with any Renewal Terms.
- 1.1.37 **"Supplemental Services"** means, if available, optional software or services you may elect to include in your Subscription.
- 1.1.38 **"Tier"** means the subscription level selected by the User for the Service, which determines the Modules, features, functionality, entitlements and applicable limitations included in the User's Subscription.
- 1.1.39 **"Updates"** any future modifications, additional features, enhancements, and derivative works

that may be made to Services or Documentation.

- 1.1.40 **"Usage Data"** means non-personally identifiable data resulting from Users' use of the Service, such as metadata, performance metrics and usage trends or volume.
 - 1.1.41 **"Use"** means to activate the Subscription, execute the Service and use Customer Support, provided that: (a) you access the Subscription only from your Devices; and (b) you execute the functionality of the Service during the Subscription Term (i) for its intended purpose solely in connection with the management of the business that you and where applicable your Affiliates conduct, and (ii) solely to the extent of any and all applicable limitations (whether as to the number or types of uses or Supplemental Services you purchase) set out in this Agreement;
 - 1.1.42 **"Users"** means named human authorised by you to use the Service, for whom you have purchased a subscription, and who have been supplied with user credentials for the Service by you or by us at your request.
 - 1.1.43 **"you"** and **"your"** means or refers to the organization or person that Sage has registered to Use the Service.
 - 1.1.44 **"Your Content"** means the data and other information that you upload to or process through the Service and includes any AI Input Data.
- 1.2 In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) "including" and "includes" and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry, (d) references to a person include an individual, a body corporate and an unincorporated association of persons; (e) use of the singular shall be treated as including the plural and vice versa; (f) unless otherwise specified, a reference to "writing" or "written" includes email but not faxes; and (g) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment.
- 1.3 In this agreement, terms used that have meanings ascribed to them in applicable data protection laws, including "data subject", "processing", "personal information", "controller", "responsible party", "processor" or "operator", carry the meanings set out under those laws to the extent that this Agreement does not define them.

2. Subscription term

- 2.1 You may Subscribe to the Service for the Subscription Term. Your Subscription Term will be stated in your Order which may be a month to month or annual subscription depending on 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 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 provisions of this Agreement; (b) Sage terminates your Subscription in accordance with the provisions of this Agreement; or (c) this Agreement terminates in accordance with its terms. You may not terminate this Agreement in whole or in part at any time during the Subscription Term except in accordance with this Agreement.

- 2.3 If at any time during your Monthly Subscription Term, you want to upgrade your subscription by moving to a higher Tier of the Service, upon upgrade you must pay pro rata on the current billing period the applicable Subscription Fee for the access to the additional Module(s) on the next billing period. Your Subscription Fee will be updated to reflect the new / additional Modules from the next billing date.
- 2.4 If at any time during your Monthly Subscription Term, you wish to downgrade your subscription by moving to a lower Tier, you may do so at any time during your Subscription and your updated Subscription Fees (taking into account the lower Tier) will be implemented for your next billing period.
- 2.5 If you wish to decrease the number of Users Subscribing to the Service or reduce your access to the various Service components 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.

3. SUBSCRIPTION FEES

- 3.1 With regard to Sage Business Cloud Accounting, your invoice is payable upfront on either a monthly or an annual basis in accordance with the applicable payment options specified on your Order. In addition, you may be requested to sign a debit order form if required by Sage. In the event that you have insufficient funds in your nominated bank account, Sage reserves the right to suspend Services until the full sum has been recovered and all associated charges for re-processing the payment transaction shall be for your account. You also agree to Sage re-debit your account should your debit order mandate form not provide for this authorization.
- 3.2 You will provide Sage with payment information that is accurate and current, including your billing address and, if Sage accepts payment from you by credit, debit or other bank card, the expiration date of such credit, debit or other bank card. You shall notify Sage promptly of any changes to your payment information. You agree to accept invoices from Sage by email. Your default email address shall be your subscription sign-up email address. Should this email address change, you agree to provide Sage with the updated email address to which invoices can be sent. You also agree to have in place the relevant procedures to ensure you monitor and check the email address for invoices that may be sent to you in connection with this Agreement.
- 3.3 You may authorize Sage to collect your payment of Subscription Fees in advance in the applicable currency stated in your Order, using the payment method, payment frequency and payment information you provide, and that Sage accepts.
- 3.4 Where you have agreed to pay the Subscription Fee to your Reseller (in the event you purchase the Service and Subscription through a Reseller), the Reseller is responsible for paying all Subscription Fees to Sage on your behalf. If Sage has not received payment of the applicable Subscription Fees from your Reseller, then without prejudice to Sage's other rights and obligations Sage will terminate your Subscription.
- 3.5 The Subscription Fees you pay will be based on Sage's current price list, which may vary from time to time and are subject to such concessions as Sage may in its absolute discretion apply from time to time. We may at our sole discretion provide you with a discount to the Services. In the event you reduce volume or licenses to items that you are already subscribed to during a then-current subscription term then we may reduce or remove the level of discount we have provided to you from the date of your next renewal
- 3.6 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 applicable to Sage South Africa. You are obliged to pay all Subscription Fees irrespective of whether you received an invoice.

- 3.7 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.

3.8 For annual subscriptions:

3.8.1 Sage reserves the right to increase the Subscription Fees annually or on the commencement of your Renewal Term. Sage shall use reasonable endeavours to give you (or your Reseller if you purchased your subscription from a Reseller) notice before the commencement of your Renewal Term of the amount or percentage by which your Subscription Fees will increase. Sage shall use reasonable endeavours to give you (or your Reseller if you purchased your subscription from a Reseller) 60 (sixty) days' written notice before the commencement of your Renewal Term of the amount by which your Subscription Fees will increase

3.8.2 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 For monthly subscriptions:

3.9.1 Sage reserves the right to increase the Subscription Fees annually or on the commencement of your Renewal Term. Sage shall use reasonable endeavours to give you (or your Reseller if you purchased your subscription from a Reseller) notice before the commencement of your Renewal Term of the amount or percentage by which your Subscription Fees will increase. Sage shall use reasonable endeavours to give you (or your Reseller if you purchased your subscription from a Reseller) 30 (thirty) days' written notice before the commencement of your Renewal Term of the amount by which your Subscription Fees will increase

3.9.2 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.

- 3.10 Add-Ons. If, during a then-current Subscription Term: (i) additional volume, modules or licences 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.

- 3.11 Discounts. We may at our sole discretion provide you with a discount to the Service. In the event you reduce volume or licences 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.

- 3.12 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.

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

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, this Agreement and with 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 The Service may be hosted by Sage or third-party subject to the terms and conditions of a separate hosting agreement to be entered by You.
- 4.3 In the event you use On-Premise Software that integrates with the Service, your use of such On-Premise Software is subject to the terms and conditions of the relevant end user license agreement, subscription agreement, or other agreement applicable to such On-Premise Software. 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.
- 4.4 You may not install any components of the Service on your Devices unless Sage provides express instructions for you to do so.
- 4.5 You shall not:
- 4.5.1 rent, lease, sublicense, loan, sell, reuse, distribute, market, or commercialize any portion of the Subscription or Service or Use the Service as part of a facility management, timesharing, or service bureau arrangement or for software or application development; and
 - 4.5.2 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

- 4.6 below), subsidiary or any other third party to use or benefit from any functionality found in the Subscription, either directly or via a facility management, timesharing, service bureau or any other access arrangement; and
- 4.5.3 conduct any activity prohibited by clause 4.17 below.
- 4.6 You may Use the Subscription and Service to process the data of an Affiliate only if:
- 4.6.1 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;
- 4.6.2 You understand and agree that where any Affiliate accesses and Uses the Service, any act or omission by your Affiliates shall be deemed to be your act or omission and that you shall have in place appropriate measures including, but not limited to, organizational and technical measures to ensure that your Affiliates are aware of and comply with the terms of this Agreement as if they were a party to it. If you become aware of any breach of the terms of this Agreement by your Affiliates, you must notify Sage immediately in writing of the breach and you must, at your own cost, take any corrective action as directed by Sage;
- 4.6.3 You maintain an accurate list of Affiliates on file with Sage; and
- 4.6.4 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.
- 4.7 Except to the minimum extent allowed by your local jurisdiction, you shall not rename files or alter, modify, reconstruct, translate, localize, decompile, disassemble, decrypt, reverse engineer, discover, attempt to derive source code from, remove any proprietary notices from, or create derivative works based upon the Service, or 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.
- 4.8 You must not Use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface, operating logic or underlying database structure and database fields of the Service for incorporation into or the development of any software or other product or technology.
- 4.9 You must not use, or try to use, your Subscription and the Service in a way that Sage has not specifically allowed. For example, you must not try to make the Subscription or Service work in a particular way if it does not usually work in that way.
- 4.10 Sage will use reasonable commercial efforts to ensure that the Service will be accessible to connection from the Internet, however, you understand that the Service may be interrupted by routine maintenance. Sage will use its commercially reasonable efforts to minimise such interruption and to schedule such maintenance at non-peak hours.
- 4.11 You will be responsible for providing and maintaining your own compatible equipment, software and communications lines which are required to connect you to the Internet and access the Service and for your compliance with any third-party licence terms or other third-party agreements in relation to your use of your equipment, software and communications lines.
- 4.12 You acknowledge and agree that as the Service is accessible via the Internet it is therefore subject to limitations,

security vulnerabilities, delays and other problems inherent to the operation of the Internet and other electronic communications and that Sage and/or its licensors will not be liable or responsible to you for any such delays, interruptions, security problems, delivery failures or other damage resulting from such problems.

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

4.13.1 if there is an attack on the servers of Sage's hosting solution or other event for which Sage reasonably believes the suspension of the Service is necessary to protect you, other Sage customers or Sage;

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

4.14 Any rights to Use the Service not expressly licensed to you in this Agreement are strictly prohibited. All rights not expressly set out in this Agreement acknowledge that you have been made aware of and have met all technical requirements for the Subscription, including, but not limited to, the requirement to have Internet access.

4.15 You shall (a) comply with all applicable laws and regulations pertaining to your Use of and access to your Subscription; (b) prevent unauthorized access to your Subscription and promptly notify Sage of any unauthorized access or use; (c) Use the Subscription and Service only in accordance with this Agreement; (d) comply with all notices, policies, and instructions Sage provides regarding Your Content; and (e) keep confidential all user ID(s) and passwords Sage provides you to access and activate your Subscription.

(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. You shall be responsible for any breach of the AI Policy by any User.

4.16 You are solely responsible for (a) your Users' compliance with this Agreement, and (b) maintaining the confidentiality of your user ID(s) and password(s) and for all activity that occurs under your user ID(s) and password(s) unless the breach in confidentiality is caused directly by Sage. You shall promptly notify Sage of any unauthorized activity or breach of security that you discover.

4.17 Prohibited Activities.

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

4.17.1 Provide Sage with fraudulent information;

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

4.17.3 Store, distribute or transmit material that is (i) obscene, threatening, libellous or otherwise unlawful or tortious (including material harmful to children or in violation of third-party privacy or intellectual property rights), or (ii) contains viruses or other harmful or malicious code that may compromise the security or functionality of any website, program, process, business or data;

4.17.4 Use any tool, process, or method to (i) collect or detect email addresses, financial information, or other information from Sage or other Sage customers; or (ii) attempt to gain unauthorized access to the Subscription, the Service, other accounts, computer systems or networks connected to or supporting the Subscription through hacking, password mining or by any other means;

- 4.17.5 Post, upload, use framing techniques to use or otherwise distribute copyrighted material without the consent of the copyright holder;
 - 4.17.6 Use the Subscription in any way that threatens the integrity, performance or reliability of the Subscription infrastructure (including performance or stress testing), or in any manner that works around any technical limitations in the Subscription; or
 - 4.17.7 Make or attempt to make a local non-cache copy of any part of the Subscription.
 - 4.17.8 share your 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, without Sage's prior written authorisation, 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;
 - 4.17.9 access or interact with the Service, or permit any third party (including any Required Third Party Service provider) 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, Sage 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.
- 4.18 You and/or your Users must not use the Service in a way which is illegal, or which interferes with or disrupts other Internet users, service providers including Sage, their computers, software or hardware including without limitation:
- 4.18.1 propagating computer worms, trojans or viruses;
 - 4.18.2 attempting a denial of service attack on any of the Services;
 - 4.18.3 hacking or breaking any security mechanism on any of the Services;
 - 4.18.4 using the Services to gain unauthorised access to another computer or network or in a way that disrupts or threatens the Services;
 - 4.18.5 sending harassing, obscene, indecent, offensive or threatening electronic mail;
 - 4.18.6 forgery (or attempted forgery) of electronic mail messages;
 - 4.18.7 placing, transmitting or storing any defamatory material; and
 - 4.18.8 using the service in a bureau or outsourcing capacity to generate revenue.
 - 4.18.9 Other than as required by applicable law, you shall not, and shall procure that any Required Third Party Service that employs or makes use of an AI System shall not, transmit, export, copy, scrape, extract, harvest, or otherwise make available any AI Data or Sage Data to: (i) any third-party environment that has not been authorised by Sage; or (ii) any external artificial intelligence training, fine-tuning, or model development pipeline. You shall and shall procure that any such Required Third Party Service shall, ensure that any of Your Content (other than Your Content that also constitutes AI Data, which remains subject to the 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.

- 4.19 You shall not facilitate or aid a third party or third-party technology in any of the activities described in this clause 4.
- 4.20 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable Use of your Subscription. In general, Sage will not tolerate any use which damages or is likely to damage Sage's business or reputation, the availability or integrity of the Service or which causes Sage or threatens to cause Sage to incur any legal, tax or regulatory liability.
- 4.21 Sage may charge you for any costs it incurs in connection with your breach of this Agreement, including costs incurred to enforce your compliance. Sage cannot monitor, has no control over, and is not responsible for your internet connection, network, wireless connection, bandwidth, the content of your Device(s) and/or any other equipment you utilise. Sage reserves the right to restrict, change, suspend, or terminate your Subscription by any means if your access, Use, or connection to the Service impairs or adversely affects Sage's operations or the Service, including the Use of the Service by others.
- 4.22 Microsoft SQL is a service that integrates with certain eligible Sage products, which may include the Service if detailed in your Order. The Customer agrees and acknowledges that Microsoft SQL is provided by Microsoft®.
- 4.23 You agree to be bound by the additional terms and conditions for Microsoft SQL which terms can be accessed at the following link <https://www.microsoftvolumelicensing.com/>. Where there is a conflict between the terms and conditions of this Agreement and the additional terms for Microsoft SQL, the Microsoft SQL terms shall prevail in respect of Microsoft SQL.

5. OWNERSHIP RIGHTS

- 5.1 Your right to Use the Subscription is licensed and not sold.
- 5.2 As between you and Sage:
 - 5.2.1 you shall own and retain all rights, title and interest in Your Content, including your trade names, service marks, or any other trade insignia;
 - 5.2.2 Sage and/or its licensors shall own and retain all intellectual property rights, titles and interests in and to:
 - 5.2.3 their respective trade names, logos, service marks, or any other trade insignia;
 - 5.2.4 the Service (including any configurations, customisations, modifications, enhancements and Updates in respect of the Service), Sage Data, and underlying technology; and
 - 5.2.5 all content, including, without limitation, Sage Technology, but excluding Your Content and AI-Generated Outputs. The Sage name, logo and the product names associated with the Service are trademarks of Sage or third parties and no right or licence is granted to use them under this Agreement.

- 5.3 AI-Generated Output. 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.
- 5.4 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.
- 5.5 Licence. You grant Sage, its Affiliates, and its subcontractors a royalty-free, non-exclusive and sublicensable right to use, host, process, copy, store, analyse, display, transform, reformat, combine and create derivative works from, Your Content solely to the extent necessary to: (i) develop, create, improve, enhance and make available our, and our Affiliates', services, products and applications; (ii) provide, administer and ensure the proper operation of the Service and related systems; (iii) comply with applicable laws; and (iv) exercise our rights and perform our obligations under this Agreement.
- 5.6 AI Data Licence. You grant Sage, its Affiliates, and its subcontractors a royalty-free, non-exclusive and sublicensable right to use, host, process, copy, store, analyse, display, transform, reformat, combine and create derivative works from, AI Data solely to the extent necessary to: (i) develop, create, improve, enhance and make available our, and our Affiliates', services, products and applications; (ii) provide, administer and ensure the proper operation of the Services and related systems; (iii) comply with applicable laws; and (iv) exercise our rights and perform our obligations under this Agreement.
- 5.7 Usage Data. Sage may collect Usage Data for internal research and to make improvements to the Service. Use of Usage Data by Sage will be in an aggregated form that does not identify or otherwise permit the identification of named individual Users.
- 5.8 Feedback. You may, but are not required to, provide Sage or its Resellers or subcontractors with ideas, suggestions, requests, recommendations or feedback about the Service ("Feedback"). If you do so, subject to the limited rights granted expressly in this Agreement, Sage shall own all rights, title and interest, including all Intellectual Property Rights, in and to the Feedback, including any configurations and customisations.

6. REPRESENTATIONS AND WARRANTY DISCLAIMER

- 6.1 Authority. Each party represents to the other that it has the authority to enter into this Agreement, to carry out its obligations under it and to give the rights and licences granted under this Agreement.

6.1.1 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE: (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE, OUR

AFFILIATES AND OUR LICENSORS DO NOT WARRANT, REPRESENT, GUARANTEE OR UNDERTAKE THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICE IS FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, THAT THE SERVICE, THE INFORMATION AND/OR AI-GENERATED OUTPUTS 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. WE, OUR AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE OR LIABLE FOR: (A) ANY ISSUES WITH THE SERVICE THAT ARISE FROM YOUR CONTENT, REQUIRED THIRD PARTY SERVICES OR REQUIRED THIRD PARTY SERVICE PROVIDERS; OR (B) ANY DELAYS, DELIVERY FAILURES OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATION NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND YOU ACKNOWLEDGE THAT THE SERVICE MAY BE SUBJECT TO DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. YOU FURTHER ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY, AND YOU ACCEPT THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SERVICE AND/OR AI-GENERATED OUTPUTS MEET YOUR REQUIREMENTS AND ARE FIT FOR YOUR PURPOSES.

6.2 Other Limitations and Requirements

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

7. LIMITATION OF LIABILITY

7.1 General Liability. OTHER THAN: (I) YOUR OBLIGATIONS TO PAY SUBSCRIPTION FEES AS SET OUT IN THIS AGREEMENT; AND (II) THE INDEMNIFICATION OBLIGATIONS OF EACH PARTY UNDER CLAUSE 8, IN NO EVENT SHALL EITHER PARTY'S (INCLUDING ITS AFFILIATES') MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE VALUE OF THE SUBSCRIPTION FEES PAID OR PAYABLE BY YOU TO US IN RELATION TO THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM.

7.1.1 Exclusion of Damages. In no event shall either party be liable to the other for any: (i) loss of or damage to data, revenue, business, profits, or anticipated savings; (ii) business interruption, loss of reputation or goodwill; (iii) loss of opportunity or contracts; (iv) wasted management or other staff time; or (v) any indirect, punitive, special, exemplary, incidental or consequential damages

or losses.

7.1.2 Unlimited Liability. Nothing in this Agreement shall be construed so as to limit, reduce or exclude any liability under or in connection with this Agreement to the extent that it arises in respect of: (i) death or personal injury caused by a party's negligence; (ii) fraud or fraudulent misrepresentation by a party; (iii) any other matter for which it would be unlawful for either party to exclude or limit or attempt to exclude or limit its liability; or (iv) the indemnification obligations of each party under clause 8.

7.1.3 Scope. The exclusions and limitations set out in this clause 7 apply to all causes of action (in each case whether direct or indirect and howsoever arising), whether arising from any breach of contract, tort (including negligence), breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss. The allocation of risk in this Agreement is reflected in the level of Subscription Fees payable under this Agreement. A party may not circumvent the limitations of liability in this Agreement or receive multiple recovery under this Agreement by bringing separate claims or claims on behalf of its Affiliates.

7.2 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.

8. INDEMNIFICATION

8.1 Our Indemnification. Subject to clause 8.2.2:

8.1.1 and subject to clause 8.1.2, we shall defend, indemnify and hold you and your Affiliates, officers, directors and employees harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, (including without limitation, reasonable legal fees and court costs) (collectively, "Damages") to the extent arising out of or in connection with a third-party claim alleging that your use of the Service (including any AI-Generated Outputs) infringe the Intellectual Property Rights of a third party.

8.1.2 in no event shall Sage, its Affiliates, employees, consultants, agents and subcontractors be liable to you to the extent that the alleged infringement is based on: (i) a customisation or modification of the Service at your direction or by anyone other than us; (ii) your use of the Service in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; (iii) your use of the Service in a manner contrary to our instructions or the documentation; (iv) your continued use of the Service (including AI-Generated Output) after notice of an alleged or actual infringement from Sage or any appropriate authority; (v) Your Content (including AI Input Data) provided by you or your Users; (vi) your

modification, combination, or incorporation of AI-Generated Outputs with other materials, where the infringement arises from such modification, combination or incorporation; or (vii) Required Third Party Services provided by required third party service providers, to the extent the infringement arises from such third-party elements.

8.1.3 Replacement option. Subject to clause 8.1.2, if any part of the Service infringes, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Service; (ii) replace or modify such Service so that it becomes non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate this Agreement and refund to you a pro-rata portion of any prepaid and unused Subscription Fees for the Service covering the period following the effective date of termination.

8.2 Indemnification by You. Subject to clauses 8.2.1 and 8.2.2, you will defend, indemnify and hold us and our Affiliates, officers, directors, employees, and agents harmless from and against any and all Damages to the extent arising out of or in connection with your and your Users' acts or omissions in connection with: (i) your and your Users' use of the Service; (ii) any Your Content, including your or your Users' collection, retention or use thereof; (iii) you or your Users' breach of any of your obligations under this Agreement, including any claim by a third party alleging that: (a) Your Content, including your and your Users' collection, retention or use of Your Content infringes the rights of, or has caused harm to, a third-party; or (b) your use of the Service in breach of this Agreement infringes the rights of, or has caused harm to, a third-party, or otherwise violates applicable law; or (iv) your or your Users' use or misuse of any AI System that is not provided by us 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.

8.2.1 Without prejudice to the foregoing, paragraph (iii) of clause 8.2 shall not apply to the extent that any such third-party claim alleges infringement or misappropriation of third-party Intellectual Property Rights 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. Likewise, paragraph (iv) of clause 8.2 shall not apply to the extent that the relevant third-party 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.

8.2.2 Indemnification Procedure. In the event of a potential indemnity obligation under this clause 8, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim; and (ii) control of, and reasonable assistance in, the defence and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

8.2.3 Exclusive Remedy. The indemnification obligations set forth above represent the sole and

exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this clause 8.

9. OPEN-SOURCE COMPONENTS

- 9.1 This clause applies notwithstanding anything else to the contrary in this Agreement.
- 9.2 You acknowledge that certain components of the Service provided to you in object or source code form are covered by open source or similar licences (each component being an "OSS Component" and such licence being an "OSS Licence").
- 9.3 Where the relevant OSS Licence requires it (and only to the extent required):
- 9.3.1 any additional rights, permissions, exclusions and/or disclaimers in that OSS Licence will apply to the corresponding OSS Component;
 - 9.3.2 any terms (including any restriction, prohibition or exclusion) in this Agreement that are contrary to the terms of that OSS Licence shall not apply in relation to the corresponding OSS Component; and
 - 9.3.3 for 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 The Representations and Warranty Disclaimer provisions (clause 6) and the Indemnification provisions (clause 8) of this Agreement shall not apply in relation to any infringement to the extent caused or contributed to by a component which is covered by open source or similar licences, and we shall not be liable to you for any claim or liability to the extent it arises out of the use of such a component.

10. CONFIDENTIALITY AND DATA SECURITY

- 10.1 Confidential Information. Subject to clause 10.2, "Confidential Information" means all information (however recorded or preserved) of a party or its Affiliates ("Discloser") disclosed to the other party or its Affiliates ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- 10.2 Exceptions. Confidential Information excludes: (i) information that was known to the Recipient without a confidentiality restriction prior to its disclosure by the Discloser; (ii) information that was or becomes publicly known through no wrongful act of the Recipient; (iii) information that the Recipient rightfully received from a third party authorised to make such disclosure without restriction; (iv) information that has been independently developed by the Recipient without use of the Discloser's Confidential Information; and (v) information that was authorised for release in writing by the Discloser.
- 10.3 Confidentiality Obligations. The Recipient will use the same degree of care as it uses for its own confidential information of like nature (but no less than reasonable care and skill) to protect the Discloser's Confidential Information from any use or disclosure not permitted by this Agreement or authorised by the Discloser. The Recipient may disclose the Discloser's Confidential Information to its Affiliates, employees, contractors and service providers ("Representatives") as permitted by this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those set out in this Agreement. The Recipient shall be

- responsible for any breach of this clause by its Representatives.
- 10.4 Disclosure Required by Law. The Recipient may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Recipient provides advance notice of such disclosure (unless requested or ordered not to do so by law or a court or administrative order) and reasonable assistance, at the Discloser's cost, to enable the Discloser to prevent or limit such disclosure.
- 10.5 Injunctive Relief. Each party acknowledges that damages may not be an adequate remedy for a breach of confidentiality obligations and that the other party shall be entitled to seek the remedies of interdict, specific performance and other equitable relief for any threatened or actual breach of this Agreement.
- 10.6 Other rights. This clause is without prejudice to Sage's rights under clause 5.5.

11. DATA PROTECTION

- 11.1 The Parties agree that to the extent that Sage Processes Personal Information on your behalf in accordance with this Agreement, the Data Processing Agreement found at <https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-terms-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.
- 11.2 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 Information used to provide the Service shall be handled in accordance with the requirements of the Data Processing Agreement. Further information on how Sage uses Personal Information is provided in Sage's Privacy Notice.
- 11.3 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.
- 11.4 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 CORRUPTION

- 12.1 The Parties shall ensure that persons Affiliated and associated with them:
- 12.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");
 - 12.1.2 not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
 - 12.1.3 not do, or omit to do, any act that may lead the other party to be in breach of any of the Relevant Requirements;
 - 12.1.4 promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement; and
 - 12.1.5 have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

- 12.2 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 Each party represents that it and its Affiliates are not named on any "denied persons list" (or equivalent targeted sanctions list) and that it and its Affiliates are not owned or controlled by a politically exposed person. The Service may be subject to export laws and regulations of South Africa and other jurisdictions. You hereby confirm that: (i) you shall comply with AML, CTF, sanctions laws, regulations and regimes imposed by relevant authorities including the Financial Intelligence Centre (FIC), which takes into account sanctions lists of the OFAC, UN, the UK and EU, including but not limited to, the Office of Foreign Assets Control (OFAC), the UN, the UK and EU; and (ii) you have and shall maintain throughout the term of this Agreement appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 13.1. You shall not permit your Users to access and/or use the Service in violation of any export restrictions in any jurisdiction or any sanctions law or regulation or in any Restricted Territories. Such access and/or use is not permitted by Sage and shall constitute a material breach of this Agreement. You shall be obliged to notify us if, during the term of this Agreement, you or any of your Affiliates become named on any "denied persons list" (or equivalent targeted sanctions list) or you become owned or controlled by a politically exposed person. In the event that such circumstances arise, we shall be entitled to immediately suspend your use of the Service to the extent we consider necessary without prior notice and/or terminate this Agreement immediately on written notice to you. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this clause 13. You 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 attorneys' fees and court costs) arising out of or in connection with your (or your Users') breach of this clause 13.1.
- 13.2 You shall assist in any due diligence process we may ask you to participate in from time to time to ensure your compliance with this Agreement and this clause 13. You shall provide us with all reasonable co-operation, information and assistance in relation to our due diligence processes for any purpose, including but not limited to enabling us to establish ownership and to identify any territory in which you and any or all of your Users use and access the Service for whichever purpose. Your failure to engage in any such process and/or provide the required information shall be deemed to be a material breach of this Agreement and we shall have the right to terminate this Agreement immediately on written notice to you.
- 13.3 Breach of this clause 13 by you shall be deemed a material breach incapable of being remedied under this Agreement and Sage shall, at its sole discretion, have the right to terminate the Agreement with immediate effect in the event of such breach.

14. TERMINATION

- 14.1 This Agreement commences on the Commencement Date and continues for the period as stipulated in the Order unless it is terminated in accordance with the provisions of this Agreement. You cannot access the Service, or the Subscription after this Agreement is terminated.

14.2 For annual subscriptions:

Your Subscription will automatically renew for the Renewal Term equal to the expiring Subscription Term unless either party gives the other 60 (sixty) days 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. No prorated refunds shall apply.

For monthly subscriptions:

Your Subscription will automatically renew for the Renewal Term equal to the expiring Subscription Term unless you 1) specifically unsubscribe from the Service (by accessing the following link also found in your Order) and 2) thereafter withdraw your debit order mandate. Where you elect to terminate your subscription, it shall automatically end at the end of the relevant Subscription Term or Renewal term (as may be applicable) and all access to the Service will cease. No prorated refunds shall apply.

14.3 Sage may suspend or terminate this Agreement on written notice to you:

14.3.1 if you fail to pay any Subscription Fee when due;

14.3.2 Where a breach is a material breach or a breach not capable of remedy Sage may in its sole discretion terminate this Agreement on written notice to you with immediate effect;

14.4 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. Access to Your Content. Subject to clause 14.5:

14.4.1 Your Content may be exported at any time during the term of this Agreement.

14.4.2 Unless set out otherwise in any specific terms agreed in your Order, we will not delete Your Content from our production environment for a period of six (6) months after termination or expiration of this Agreement and may assist you with exporting Your Content during such period at our standard hourly consulting rate.

14.4.3 After such six (6) month period has expired, we may delete all Your Content and will not make it available to you.

14.4.4 Should you require longer storage of Your Content, paid archival services may be available.

14.4.5 Please see the Data Processing Agreement and the Privacy Notice for further details of data retention.

14.5 AI Data on Termination. Notwithstanding clause 14.4:

14.5.1 AI Data does not form part of any Your Content export under clause 14.4 and cannot be exported or returned to you; on termination or expiry of this Agreement, Sage shall have no obligation to retain, return or make available any AI Data, and may delete all AI Data from its systems;

14.5.2 Sage is not obligated to delete AI Data following termination or expiration of this Agreement, and Sage's rights to use AI Data under clause 5.6 shall survive termination; the licences granted under clauses 5.5 and 5.6 shall survive termination or expiry of this Agreement to the extent necessary for Sage to continue to use AI Data that has been incorporated into or used to develop, improve or enhance Sage's services, products and applications prior to termination or expiry;

14.5.3 AI Data is not subject to deletion requests under this Agreement; for the avoidance of doubt, Sage shall not be required to identify, extract or remove any AI Data that has been aggregated, anonymised or

- otherwise incorporated into Sage's services, products, applications or models; and
- 14.5.4 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 14.5. Nothing in clause 14.4 shall require Sage to retain or make available any AI Data after termination or expiry of this Agreement.
- 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.
- 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 Your licence to use Microsoft SQL with the Service shall automatically terminate upon the termination or expiry of this Agreement, and you shall not be entitled to a refund of any prepaid fees in respect of Microsoft SQL.

15. GENERAL TERMS

15.1 AUDIT RIGHTS

With or without prior notice, Sage may audit the End-User's use of the Subscription through the Service to ensure that the End-User complies with the terms and conditions of this Agreement. If an audit reveals that the End-User has underpaid fees or owes fees to Sage or its Reseller, Sage will invoice the End-User 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:

- 15.3.1.1. connect to Sage or service provider computer systems over the Internet;
- 15.3.1.2. use Internet protocols to recover standard computer information in order to determine whether Maintenance is required; and
- 15.3.1.3. automatically download and install or prompt the End-User to download and/or install, current Maintenance.

15.3.2 By using the Service initially, the End-User consents to the transmission of standard computer information and the automatic downloading and installation of Maintenance.

15.4 **CESSION AND ASSIGNMENT**

The End-User 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 the End-User's 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:

15.5.1.1. 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 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;

15.5.1.2. 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

15.5.1.3. where the matter has not been resolved following the procedure in clauses 15.5.1.1 and 15.5.1.2, 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 15.5.1, 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.

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 the End-User specific legal rights, and the End-User 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 the End-User.

15.11 MONITORING

The Subscription may contain technologies that monitor, record and report to Sage, in anonymised form, information regarding the End-User's 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**"). The End-User 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 the End-User solely by Sage, and the obligations owed by the End-User 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 the End-User is a customer of Sage, Sage may use the End-User's name and logo in its customer list in a manner that does not suggest endorsement.

15.13.2 If at any time the End-User does not wish Sage to use its name or logo in the manner described in clause 15.13.1, the End-User 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 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 the End-User will be sent to the contact details provided when the End-User 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:

15.14.2.1. on delivery, if delivered by hand;

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

15.14.2.3. 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 the End-User, 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:

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

15.15.1.2. the applicable Order;

15.15.1.3. 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.

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 the End-User 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 the End-User.

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.

15.23 PURCHASING THROUGH A RESELLER.

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

- 15.23.1 if you place an order for the Service and Subscription with a Reseller: (i) such document shall constitute an Order; and
- 15.23.2 your acceptance of such Order shall be an acceptance of this Agreement provided that any transactions solely between you and the Reseller shall not form part of this Agreement. First line technical support for the Software will be provided by the Reseller, unless otherwise expressly stated in your Order or your agreement with the Reseller. Any non-payment of fees owed to a Reseller under an Order shall amount to a material breach of this Agreement. If you have purchased the Service and Subscription from a Reseller you should investigate and satisfy yourself regarding the experience, skills and qualifications of that Reseller. Any Reseller is an independent contractor and is neither appointed nor authorised by us as our consultant, subcontractor or agent. We do not endorse, and do not make any representation, warranty or promise regarding any Reseller and shall have no liability whatsoever for any damage, liabilities or losses caused by any Reseller

15.24 Installation And Implementation Services.

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

15.25 Change of Reseller

- 15.25.1 Should You wish to change your appointed Reseller, You must provide us with at least **30 (thirty) calendar days' prior written notice** of the proposed change.
- 15.25.2 The notice must:
 - a. be issued on Your official letterhead;
 - b. be dated and signed by Your duly authorised representative;
 - c. clearly notify us of the proposed change of Reseller;
 - d. state the account number or site code of the Reseller;
 - e. state Your account number or site code; and
 - f. state the reason for termination of Your relationship with its existing Reseller.
- 15.25.3 We may action the change only once it has received and reasonably verified the required notice and information.

16. INCOME AND EMPLOYMENT VERIFICATION SERVICE

16.1 Definitions:

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

- 16.1.2 **"Authorisation"** means the explicit instruction or consent provided by an Employee to enable Sage to share Employee Records with a Third Party Provider.
- 16.1.3 **"Customer"** means a Sage customer which is permitted to use the Software and Services licensed under this Agreement for its own internal business including Multi-Entity Customers (as appropriate).
- 16.1.4 **"Customer Data"** means data, information or material the Customer (or its Personnel) provide, input, process or submit into the Software and/or Service.
- 16.1.5 **"Customer Personal Information"** means any personal data relating to the Customer, including but not limited to payroll data and Employee Personal Information of Customer Employees or Multi-Entity Beneficiary Employees, processed by Sage in accordance with the Data Protection Addendum for the purposes of providing the Income and Employment Verification Service.
- 16.1.6 **"Customer Employee"** means an individual employed by the Customer whose Employee Records may be shared with a Third Party Provider for the purposes of the Income and Employment Verification Service, subject to authorisation by that individual.
- 16.1.7 **"Data Protection Laws"** means all applicable laws and regulations governing the use or Processing of Personal Information, including but not limited to: (i) the Protection of Personal Information Act 4 of 2013 (POPIA); (ii) the Data Protection Act 2018; (iii) the GDPR as incorporated into domestic UK law by the European Union (Withdrawal Agreement) Act 2020 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020 (together the "UK GDPR"); (iv) the Data Protection (Charges and Information) Regulations 2018; (v) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (vi) any other applicable legislation in force from time to time in respect of data protection and privacy guidance and codes of practice issued from time to time by an applicable supervisory authority.
- 16.1.8 **"Employee[s]"** means collectively workers, employees and/or directors of (i) a Customer, (ii) a Multi-Entity Customer; or (iii) any Multi-Entity Beneficiaries.
- 16.1.9 **"Employee Records"** means specific employment and income verification information relating to a Customer Employee or Multi-Entity Beneficiary Employee.
- 16.1.10 **"Employee Personal Information"** means personal data relating to a Customer Employee or Multi-Entity Beneficiary Employee.
- 16.1.11 **"Income and Employment Verification"** means the process of confirming an individual's current or past employment status, job title, tenure, and salary information.
- 16.1.12 **"Income and Employment Verification Service"** means a service enabling Customer Employees and Multi-Entity Beneficiary Employees to validate the employment and income data held by the Customer with certain financial institutions (at that Customer Employees or Multi-Entity Beneficiary Employees' request).
- 16.1.13 **"Multi-Entity Beneficiary"** means a third-party entity which obtains services from a Multi-Entity Customer.
- 16.1.14 **"Multi-Entity Beneficiary Employee"** means an individual employed by a Multi-Entity Beneficiary.
- 16.1.15 **"Multi-Entity Beneficiary's Employee Personal Information"** means personal data relating to a Multi-Entity Beneficiary Employee.

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

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

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

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

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

16.4 For the purpose of clause 16.3 above, the Customer confirms on its own behalf and on behalf of any Multi-Entity Beneficiary that there is a lawful basis or Employee consent to share the applicable Employee Records with a Third Party Provider to enable the release of Employee Personal Information to the Third Party Provider to perform the Income and Employment Verification Service.

16.5 The Customer acknowledges (on its own behalf and on behalf of any Multi-Entity Beneficiary) that Sage may obtain valuable consideration from Third Party Providers in connection with any Service.

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

16.7 **Data protection and privacy**

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

16.7.2 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-protection-addendum/>) and Sage's Privacy Notice and Privacy Policy (as amended and updated from time to time found at Sage cookie policy | Sage South Africa) shall form part of this Agreement.

- 16.7.3 Notwithstanding this clause 16, the Customer owns the Customer Data and has sole responsibility for its legality, reliability, integrity, accuracy and quality and shall also be responsible for its own compliance with applicable data protection and privacy laws.