

SAGE INTACCT TERMS AND CONDITIONS

These terms govern the use of the Services and are an agreement between you and the Sage company identified below.

LAST UPDATE: SEPTEMBER 2026

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with, the subject entity, where **"control"** is the direct or indirect ownership or control of at least a majority of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues.

"Agreement" means these terms, your Order(s), any Statement(s) of Work between you and us, and any attachments, exhibits and annexes hereto or to an Order or a Statement of Work, or any other documentation or terms and conditions referred to within any of the aforementioned.

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

"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.

"AI Data" means together AI Input Data, AI-Generated Output and any data derived from or containing the same.

"AI Policy" means any policy we publish or otherwise make available from time to time (including any amendments to it) posted on <https://www.sage.com/en-gb/legal/> (or such other URL which we communicate to you), containing requirements and restrictions applicable to the use of AI Systems by you and your Users.

"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.

"Customer Data" means the data, information, files, photos, documents or material provided, inputted, shared or submitted by Users, or otherwise on your behalf, into the Services, which may include data (including Personal Data), relating to Users, your customers, suppliers, employees or third parties, and includes any AI Input Data.

"Data Processing Agreement" means the Data Processing Agreement posted on <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-processing-agreement/> (or such other URL as notified to you) as amended from time to time.

"Documentation" means the online or written user guides, specifications, and manuals regarding the Services made available by Sage, and any updates thereto, but excluding any AI-Generated Outputs.

"Effective Date" (i) of the Agreement means the date when the first Order is signed by both you and us, and (ii) of an Order means when the Order is signed by both you and us.

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

"Generative AI" means an AI System capable of generating content (such as text, code, images, videos and audio)

"Intellectual Property Rights" all intellectual property rights of any nature anywhere in the world whether registered

or unregistered, including: patents, utility models, 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 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.

“Order” means an ordering document (such as an Order Schedule) executed by you and us for subscription to Services and/or, if applicable, for the provision of professional services by us.

“Sage” means The Sage Group plc or an Affiliate thereof.

“Sage Data” means: (a) the information on the Order, data about the configuration and use of the Services, the Documentation, and other information provided to you via login in the Services or otherwise by Sage during performance under this Agreement; and (b) excludes: (i) Customer Data (including any AI Input Data); and (ii) AI-Generated Outputs.

“Services” means the products and services ordered by you under an Order and made available online by Sage, including any associated offline or mobile components and any AI Systems, but excluding Third-Party Services. The Services include any modifications, enhancements, updates, revisions and derivative works thereof.

“Statement of Work” means a statement of work between you and Sage for the provision of consulting or other professional services by Sage related to the Services.

“Third-Party Provider” means any third party (other than Sage) that provides a Third-Party Service.

“Third-Party Service” means any product (including but not limited to software of any kind, cloud services, or forms), tool (including integration or development tools) or service (e.g. implementation, configuration, development or accounting) or any tool, product or service of a third-party that employs or makes use of an AI System, provided to you under a separate agreement or terms and conditions by a Third-Party Provider.

“Updates” means any future modifications, additional features, enhancements, and derivative works that may be made to Services or Documentation.

“Usage Data” means non-personally identifiable data resulting from Users’ use of the Services, such as metadata, performance metrics and usage trends or volume.

“User” means a named individual authorized by you to use the Services, for whom you have purchased a subscription, and who has been supplied with user credentials for the Services by you or by us at your request.

“we”, “us” or “our” means Sage South Africa (Pty) Ltd.

“you” or “your” means the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then: (i) the signatory represents that he/she has the authority to bind such entity to the terms of this Agreement; (ii) **“you”** and **“your”** refers to such entity; and (iii) you may be referred to as **“Company”** in Orders.

Other capitalized terms have the respective meanings given to them elsewhere in this Agreement.

2. USAGE RIGHTS

2.1. Access to the Services. Subject to the terms and conditions of this Agreement and your payment of all applicable fees, we grant you a limited-term, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) right to access and use the Services specified in your Order(s) solely for your internal business purposes.

2.2. User Subscriptions. Unless otherwise noted on an Order, Services are purchased as time-based subscriptions. Each User must have a valid subscription for the Services. User subscriptions are for named Users and cannot be shared with other person(s) but may be reassigned to new named Users from Users who cease using the Services.

We reserve the right to monitor your use of the Services to effect this Agreement and/or verify compliance with any subscription limits and this Agreement.

- 2.3. Your Responsibilities. You are responsible for: (i) the confidentiality of User access credentials that are in your possession or control; (ii) setting up appropriate internal roles, permissions, policies and procedures for the safe and secure use of the Services, (iii) the activity of your Users in the Services; and (iv) your Users' compliance with this Agreement and the Documentation. You must notify us promptly if you become aware, or reasonably suspect, that your account's security has been compromised.
- 2.4. Restrictions. Except as expressly authorized by us prior to each instance, you shall not:
- (i) provide the Services to any third party other than your Users, use the Services as a service bureau, or otherwise violate or circumvent any use limitations or restrictions set forth in an Order, the Service or the Documentation;
 - (ii) derive the source code or use tools to observe the internal operation of, or scan, probe or penetrate, the Services;
 - (iii) copy, modify or make derivative works of the Services;
 - (iv) remove any proprietary markings or notices from any materials provided to you by us;
 - (v) frame or mirror the Services or any part thereof; or
 - (vi) use the Services: (a) to send spam, duplicative, or unsolicited messages in violation of applicable laws or regulations; (b) to store sensitive data such as bank account data, social security (or equivalent) numbers and credit card data outside of the designated fields therefor; (c) to send or store, or otherwise provide material that violates the rights of a third party; (d) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (e) for any other illegal or unlawful purpose. You may not knowingly facilitate or aid a third party in any of the foregoing activities.

3. AVAILABILITY AND SUPPORT

- 3.1. Availability. We will use commercially reasonable efforts to maintain availability of the Services 24 hours a day, 7 days per week, subject to planned maintenance, Force Majeure events, and the terms of this Agreement. We will endeavour to schedule planned maintenance affecting the availability of the Services at non-peak times, and you will receive reasonable advance notice (which may be posted within the Services or otherwise) of such planned maintenance. We will use commercially reasonable efforts to notify you as soon as reasonably practical of any unplanned downtime of the Services and resolve the issue as soon as practical.
- 3.2. Changes. In the event that your use of the Services interferes with or disrupts the integrity, security, availability or performance of the Services, we may modify or temporarily restrict or suspend your use of the Services. The parties will cooperate in good faith to resolve the issue as soon as reasonably possible.
- 3.3. Technical Support. Your Users who have undergone training for users of the Services will receive technical support for the Services and/or upgraded support in accordance with the terms of the Order. Technical support may, at our discretion, include on-line help, FAQs, training guides and templates and the use of email, chat or live help. We are not obligated to maintain or support any customization to the Services or any Third-Party Service, even if sold by us, except under a separate agreement signed by the parties
- 3.4. Professional Services. We may also provide professional services, such as implementation, training or consulting. Any such services are outside the scope of the Services and require a Statement of Work or a separate written

agreement between the parties.

4. FEES AND PAYMENT

- 4.1 Fees. Fees are in the currency specified on the Order. We may change our fees annually. You will be notified at least 30 days in advance before we apply any fee changes to your Services subscriptions. Unless otherwise set forth in an Order, such changes will not affect the prices for Services during the then-current subscription term and will become effective upon your next renewal term that commences at least 30 days after our notification of the fee change. We may at our sole discretion provide you with a discount to the Services. In the event you reduce volume or licenses to items that you are already subscribed to during a then-current subscription term then we may reduce or remove the level of discount we have provided to you from the date of your next renewal Order.
- 4.2 Add-Ons. If, during a then-current subscription term, (i) additional volume, modules or licenses to items that you are already subscribed to are added, such increased subscriptions will be billed at a prorated amount at the price of the underlying pre-existing 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.
- 4.3 Billing and Contact Information. You agree to provide us with complete and accurate billing and contact information, including a specific technical contact if applicable, for your account with us and shall promptly notify us of any change thereto.
- 4.4 Taxes. All fees are exclusive of all applicable taxes, levies, and duties, and you shall be responsible for their payment, excluding taxes on our net income. If we are obligated to collect applicable taxes, we will include them on our invoice to you, and you will pay all such amounts to us unless you timely provide us with a valid tax exemption certificate. Each party will timely provide the other with any documents and information as may be required under, or to comply with, applicable tax laws and regulations.
- 4.5 Late Payment; Non-Payment. If we do not receive any fees, you owe us by the due date specified on your Order, those fees shall accrue interest at the lower of 1.5% per month or the maximum rate permitted by law. Non-payment of any fees for the Services (whether owed to Sage or to a VAR) or of any other amounts due by you to us is a material breach of this Agreement.
- 4.6 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.

5. PROPRIETARY RIGHTS AND DATA

- 5.1 Services. Subject to the limited rights expressly granted under this Agreement, Sage (and our licensors, where applicable) reserve and own all rights, title and interest in and to the Services (including any configurations, customisations, modifications, enhancements and Updates in respect of the Services), Sage Data and Documentation, including all related Intellectual Property Rights therein. All rights not expressly set out in this Agreement are reserved by Sage. The Sage name, logo and the product names associated with the Services are trademarks of Sage or third parties and no right or licence is granted to use them under this Agreement.
- 5.2 Customer Data: Subject to the limited rights expressly granted under this Agreement, as between Sage and you, you own all rights, title and interest, including all Intellectual Property Rights, in and to the Customer

Data.

- 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 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, the Customer Data and AI Generated Outputs 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.
- 5.5 Feedback. You may, but are not required to, provide Sage or its Resellers or subcontractors with ideas, suggestions, requests, recommendations or feedback about the Services ("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.
- 5.6 Usage of Data. Sage may collect Usage Data for internal research and to make improvements to the Services. 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.

6. CONFIDENTIALITY AND DATA SECURITY

- 6.1 Confidential Information. Subject to clause 6.2, "**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.
- 6.2 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.
- 6.3 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.
- 6.4 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.

- 6.5 Interdict. 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.
- 6.6 Data Security. We will maintain and enforce an information security program for the protection of Customer Data, including appropriate, reasonable technical and organisational measures designed to (i) prevent loss of, damage to, or unauthorized destruction, access or processing of Customer Data, (ii) restore the availability of Customer Data in a timely manner in the event of a physical or technical incident, and (iii) ensure the proper disposal and destruction of Customer Data. We will take reasonable measures to (a) identify all reasonably foreseeable internal and external risks to Customer Data in the Services; (b) establish and maintain appropriate safeguards against the risks identified; (c) regularly verify that the safeguards are effectively implemented; and (d) ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards. We will notify you, as required by applicable law, of any actual or reasonably suspected breach of security known to us that has resulted in, or creates a reasonable risk of, unauthorized access to Customer Data without undue delay, consistent with the legitimate needs of law enforcement and with any measures necessary to determine the scope of the breach and to restore the integrity of the Services.
- 6.7 Data Privacy. 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. In providing the Services to you and exercising our rights and obligations under the Agreement, we as the "operator" (as defined in POPIA) will (i) uphold the conditions for lawful processing of personal data included in Customer Data ("Personal Data") set forth in the Protection Of Personal Information Act, 2013 (POPIA), and (ii) will require substantially similar obligations (or other appropriate provisions that meet the POPIA requirements for data transfers outside of the Republic) in our agreements relating to the further transfer of personal information from us to third parties who are in a foreign country. In using the Services and exercising your rights and obligations under the Agreement, you as the "responsible party" (as defined in POPIA) will comply with all obligations of a responsible party set out in POPIA. The Sage AI Services and our use of Customer Data and Input pursuant to this Addendum require processing of Customer Data and Input (including personally identifiable information about individuals) as input into the Services. By using the Sage AI Services, you consent to the processing of Customer Data and Input in its original or unredacted form. The Sage AI Services may require the storing and processing of Customer Data and Input in multiple locations. By using the Sage AI Services, you consent to the storing and processing of Customer Data and Input in the United States, the United Kingdom, or the European Union.
- 6.8 Non-Sage Equipment. The Services are provided over the internet via networks only part of which are within our control. Our obligations in clause 6.6 apply only to networks and equipment within our control, and we are not responsible for any delay, loss, interception, or alteration of Customer Data on a network or infrastructure outside of our control.
- 6.9 Other rights. This section 6 is without prejudice to Sage's rights under clause 5.4.

7 THIRD-PARTY SERVICES

- 7.1 No Endorsement or Warranty. We may present to you, or Services may integrate with Third-Party Services that are offered by Third-Party AI Providers. We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any such Third-Party Services, or any Third-Party Providers.

Accordingly, we shall not be liable whatsoever for any damages, liabilities or losses caused by any act or omission in respect of a Third-Party Service, or a Third-Party Provider, regardless of whether it is described as “authorized,” “certified,” “recommended” or the like and regardless of whether the Third-Party Service or Third-Party AI Tool is included in your Order. Your use of Third-Party Services is subject to the terms and conditions imposed by the relevant Third-Party Providers in addition to this Agreement (to the extent applicable). If there is a conflict or inconsistency between this Agreement and such terms and conditions imposed by Third-Party Providers, this Agreement shall take precedence in connection with the use of the Service. You are solely responsible for evaluating Third-Party Services, and Third-Party Providers, and for reviewing all applicable terms and conditions of such Third-Party Providers. We have no obligation to provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Services with any Third-Party Services. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with any feature of the Services on reasonable terms, we may cease providing such feature without liability.

- 7.2 Data Sharing. If you obtain a Third-Party Service that requires or otherwise involves access to or transfer of Customer Data, you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider’s own privacy notices and policies, and that we are authorized to provide the Customer Data as requested by the Third-Party Provider. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by you.
- 7.3 Other than as required by applicable law, you shall not, and shall procure that any Third-Party Provider 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 Third-Party Provider AI System shall, ensure that any Customer Data () 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.

8 TERM AND TERMINATION

- 8.1. Term. All Services subscriptions specified in your initial Order will run for the subscription period set forth therein. If you add subscriptions after the beginning of a subscription period, their initial term will be the remainder of the then-current subscription period, unless otherwise set forth in the Order. All subscriptions will automatically renew for additional subscription periods of one year (or for such different renewal term as set forth in the renewal Order), unless either party gives the other party notice of non-renewal at least 30 days (45 days for Sage People Services) prior to the end of the relevant subscription period. This Agreement will remain in effect until all User subscriptions have expired or the Agreement has been terminated as provided below.
- 8.2. Termination. Either party may terminate the Agreement (i) by sending a notice of non-renewal in accordance with clause 8.1, (ii) if the other party has materially breached this Agreement, upon written notice to the breaching party of the breach and, if such breach is curable, an opportunity to cure of at least 30 days, or (iii) upon written notice to the other party if the other party becomes the subject of a petition in bankruptcy or another proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If you materially breach this agreement, we may, without limitation of other rights and remedies, temporarily suspend or terminate your access to the Services or withhold further performance of our obligations under this

Agreement.

8.3. Effect of Termination. On expiration or termination of this Agreement: (i) all applicable User licences and other rights granted to you will immediately terminate; (ii) a party's rights, remedies, obligations (including payment obligations) and liabilities that have accrued up to the date of termination shall not be affected; (iii) unless you have terminated the Agreement for our material breach in accordance with clause 8.2, we will not be obligated to refund any prepaid and unused fees; and (iv) subject to clause 8.58.5, Recipient shall, at the request of Discloser, delete or destroy Discloser's Confidential Information in its possession or control. Notwithstanding the foregoing, Recipient may retain Discloser's Confidential Information (a) to the extent required by law or governmental authority, or (b) that is automatically stored in accordance with Recipient's generally applicable backup policies ("**Backup Media**"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.

8.4. Survival. Sections 1, 5, 6, 7, 8, 10, 11 and 12 will survive any expiration or termination of the Agreement

8.5. Access to Customer Data.

(a) Subject to clause 8.5(b):

- (i) Customer Data may be exported at any time during the term of this Agreement; and
- (ii) Unless set out otherwise in any Service Specific Terms, we will not delete Customer Data from our production environment for a period of six (6) months after termination or expiration of the Agreement and may assist you with exporting Customer Data during such period at our standard hourly consulting rate.
- (iii) After such six (6) month period has expired, we may delete all Customer Data and will not make it available to you.
- (iv) Should you require longer storage of Customer Data, paid archival services may be available.

(b) Notwithstanding section 8.5(a):

- (i) AI Data does not form part of any Customer Data export under clause 8.5(a)(i) and cannot be exported or returned to you;
- (ii) 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 5.4 shall survive termination;
- (iii) AI Data is not subject to deletion requests under clause 8.3(iv) and clause 8.5(a)(ii); and
- (iv) for the avoidance of doubt, where any data constitutes both Customer Data and AI Data, it shall be treated as AI Data for the purposes of this clause 8.5(b).

9. WARRANTIES

9.1 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 licenses granted herein under this Agreement.

9.2 DISCLAIMER OF ALL OTHER WARRANTIES EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. 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 SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES ARE FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, THAT THE SERVICES, DOCUMENTATION, THE INFORMATION AND/OR AI-GENERATED OUTPUTS OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS OR THAT THE SERVICES 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 SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY 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 SERVICES AND DOCUMENTATION 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 SERVICES AND/OR AI-GENERATED OUTPUTS MEET YOUR REQUIREMENTS AND ARE FIT FOR YOUR PURPOSES.

10. INDEMNIFICATION

10.1 Our Indemnification. Subject to clause 10.4

- (a) and subject to clause 10.1 (b) 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 Services (including any AI-Generated Outputs) infringe the Intellectual Property Rights of a third party.
- (b) 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 Services at your direction or by anyone other than us; (ii) your use of the Services 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 Services in a manner contrary to our instructions or the Documentation; (iv) your continued use of the Services (including AI-Generated Output) after notice of an alleged or actual infringement from Sage or any appropriate authority; (v) Customer Data (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) Third-Party Services provided by Third-Party Providers, to the extent the infringement arises from such third-party elements.

10.2 Indemnification by You. Subject to section 10.4, 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 Services; (ii) any Customer Data, 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) the Customer Data, including your and your Users' collection, retention or use of Customer Data infringes the rights of, or has caused harm to, a third-party; or (b) your use of the Services 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 Services (including any external or third-party AI System used in connection with the Services), 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.

- 10.3 Without prejudice to the foregoing, clause 10.2(iii) 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, clause 10.2(iv) 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.
- 10.4 Indemnification Procedure. In the event of a potential indemnity obligation under this clause 10, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the 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.
- 10.5 Replacement Option. Subject to Section 10.4, if any part of the Services infringes, or we reasonably believe it may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) obtain the right for you to keep using those Services; (ii) replace or modify those Services so they are no longer infringing without material loss of functionality; or (iii) if (i) and (ii) aren't feasible, terminate this Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services covering the period after the effective date of termination.
- 10.6 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 section.

11. LIMITATION OF LIABILITY

- 11.1 Limitations.
- 11.2 OTHER THAN: (I) YOUR OBLIGATIONS TO PAY FEES AS SET OUT IN THIS AGREEMENT; AND (II) THE INDEMNIFICATION OBLIGATIONS OF EACH PARTY UNDER CLAUSE 10, 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 FEES PAID OR PAYABLE BY YOU TO US IN RELATION TO THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM.
- 11.3 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.

11.4 **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 10.

11.5 **Scope.**

The exclusions and limitations set out in this clause 11 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 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.

12. OPEN-SOURCE COMPONENTS

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

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

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

- (a) any additional rights, permissions, exclusions and/or disclaimers granted under that OSS Licence will apply to the corresponding OSS Component;
- (b) any terms in this Agreement (including any restriction, prohibition or exclusion) that conflict with or are inconsistent to the terms of that OSS Licence shall not apply in relation to the corresponding OSS Component; and
- (c) where an OSS Licence requires Sage to make an offer to provide source code or related materials or information in relation to the corresponding OSS Component, such offer is hereby made by Sage. Any request for source code or related information should be directed only to: globalproductops@sage.com.

12.4 Clauses 10 and 11 of the Agreement shall not apply to any claim of infringement to the extent such infringement is caused or contributed to by an OSS Component. We shall not be liable to you for any claim or liability to the extent it arises from the use of such an OSS Component.

13. GENERAL PROVISIONS

13.1 **Compliance with Laws.** Each party shall comply with all applicable laws, statutes, codes and regulations in relation to your use of the Services, including applicable anti-bribery and anti-corruption laws, Data Protection Laws, tax evasion laws and all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU ("Relevant Requirements").

You shall, and shall procure that persons associated with you shall: (i) comply with all Relevant Requirements; (ii) not engage in any conduct which would constitute an offence under, or otherwise breach, any of the Relevant Requirements; (iii) not do, or omit to do, any act that may lead Sage to be in breach of any Relevant Requirements; and (iv) have and maintain in place during the term of this Agreement your own policies and procedures to ensure and demonstrate compliance with the Relevant Requirements and will enforce them where appropriate

- 13.2 Notwithstanding the generality of clause 13.1, the Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any U.S. government “denied persons list” (or equivalent targeted sanctions list) and that it and its Affiliates are not owned or controlled by a politically exposed person. You shall be obliged to notify us if, during the term of this Agreement, you or any of your Affiliates become named on any U.S. government “denied persons list” (or equivalent targeted sanctions list) or you become owned or controlled by a politically exposed person. In the event that these circumstances arise, we shall be entitled to terminate this Agreement immediately on written notice to you. You shall not permit Users to access or use the Services in a U.S. embargoed country or in violation of any U.S., UK or EU export laws or regulations or in any Prohibited Territories. “**Prohibited Territories**” means: (i) any country or territory that is subject to comprehensive state or government wide sanctions by the United Kingdom, the European Union, or the U.S; and (ii) any other country or territory that becomes subject to such sanctions by the United Kingdom, the European Union, or the U.S after the Effective Date. You shall 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 13.2. 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. In the event that this clause 13.2 is breached by you, we shall have a right to immediately suspend your use of the Services to the extent that we consider necessary without prior notice and/or terminate the Agreement immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any Damages arising out of or in connection with your (or your Users) breach of this clause 13.2.
- 13.3 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 Services for whichever purpose. Your failure to engage in any such a process and/or provide the required information shall be deemed to be a material breach of this Agreement and we shall have a right to terminate this Agreement immediately on written notice to you.
- 13.4 Unfair Competition. You may not use the Services or any materials provided by us to build a competitive product or service or to benchmark with a non-Sage product or service.
- 13.5 Assignment. Neither party may assign any rights or obligations under this Agreement without the other party’s prior written consent, except that a party may assign the Agreement in its entirety in connection with a merger, acquisition, spin-off, corporate reorganization or restructuring, or sale of substantially all of its assets. Any attempted assignment in breach of this Agreement shall be void.
- 13.6 Remedies Not Exclusive. Except as expressly set forth herein, any remedy in this Agreement is not exclusive of any other available remedy.

- 13.7 Third Party Beneficiaries. Certain of the Services may be provided by our Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this Agreement to the extent of such Services. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce it.
- 13.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering onto this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing shall limit or exclude either party's liability for fraud.
- 13.9 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the original provision, with all other provisions in this Agreement remaining in full force and effect.
- 13.10 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. We are entering into this Agreement as principal and not as agent for any other Sage company and claims under this Agreement may be brought only against us and not against any of our Affiliates.
- 13.11 Waiver. A party's failure or delay to exercise any right under this Agreement will not act as a waiver of such right. Rights may only be waived in writing signed by the waiving party.
- 13.12 Force Majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent performance of any obligations under the Agreement is delayed or prevented by a Force Majeure event.
- 13.13 Order of Precedence. In the event of any express conflict or inconsistency, the order of precedence shall be: (i) your Order; (ii) these terms (including any annexes or exhibits hereto); and (iii) the Documentation.
- 13.14 Updates. From time to time, we may amend these terms. We will notify you of any material changes by promptly sending an email or posting a notice in the Services. By continuing to access or use the Services after such notice, you are indicating that you agree to be bound by the modified terms. Notwithstanding the foregoing, if the changes have a material adverse impact on and are not acceptable to you, then you must notify us within 30 days after receiving notice of the change. If we cannot accommodate your objection, then the prior terms shall remain in force until the expiration of your then-current subscription period. Any renewed subscription will be governed by our then-current terms.
- 13.15 No Publicity. Neither party shall make any public statement about this Agreement or the relationship of the parties governed by this Agreement that identifies the other party without the other party's prior written consent, except that while you are a customer, Sage may use your name and logo in its customer list in a manner that does not suggest endorsement.
- 13.16 Governing Law; Dispute Resolution. This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement are governed by the laws of South Africa to the exclusion of the international law of conflicts and the UN Sales Convention. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement (including any dispute regarding the existence, validity or termination of this Agreement) is South Africa, South Gauteng High Court. You must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when you knew, or should have known after reasonable investigation, of the facts giving

rise to the claim(s)

- 13.17 Notices. Except as otherwise specified in this Agreement, any notice required under this Agreement will be in writing and sent by pre-paid mail, courier service or email to the contact address or email last provided in writing to the notifying party by the notified party. Any notice will be deemed received: (i) if sent by pre-paid mail, 48 hours after posting; (ii) if sent by courier, on the next business day; or (iii) if sent by email, at 9 a.m. recipient's local time on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt either expressly or by conduct.
- 13.18 Interpretation. In this Agreement: (a) headings are for convenience only and may not be used in interpretation; (b) the words "such as" and "including" do not signify limitation; (c) references to a person include an individual, a body corporate and an unincorporated association of persons; (d) unless otherwise specified, a reference to "writing" or "written" includes email but not faxes; and (e) a reference to a statute, statutory provision or subordinate legislation is a reference to it as in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts. The Agreement shall not be interpreted against the drafter.

14. ADDITIONAL TERMS

- 14.1 API and Developer Tools. The following terms apply if we permit you to use our API to connect the Services to a Third-Party Service and/or to use our Developer Tools to develop application(s) that interoperate with the Services: "**API**" means our application programming interface for the Services, as updated from time to time at our discretion. "**Developer Tools**" means the development components, developer tools, deployment tools and other documents and materials that we make available from time to time for the development, testing, operating or maintaining of applications that interoperate with the Services. Subject to your compliance with the terms and conditions of this Agreement and the payment of any applicable fees (i.e., API transaction fees or overage fees associated with your performance tier), we grant you a limited, revocable, non-exclusive, royalty-free, non-transferable, non-sublicenseable license to: (i) use the Developer Tools only to develop, test, operate and maintain software for your use with the Services ("**Your Software**"); and (ii) access the API to process, analyse or display Customer Data. Parts of the Developer Tools provided under open-source licenses are governed by such licenses. As between the parties, we own all right, title and interest in the API and Developer Tools including any configurations, customizations, modifications, enhancements, updates and revisions thereof, and you own all right, title and interest in Your Software, including any configurations, customizations, modifications, enhancements, updates and revisions thereof. You are responsible for protecting the confidentiality of any API access credentials in your possession or control. You may not share your API access credentials or otherwise act to circumvent any account limitations or restrictions. In using the API and Developer Tools, you agree to protect the privacy and legal rights of Users and third parties. You represent and warrant that your use of the Developer Tools, API and Your Software: (i) will comply with all applicable laws (including export laws) and regulations; (ii) will not contain any virus, malware, or spyware; (iii) will not violate the terms of this Agreement or any policies established by us for the operation of interoperable applications; (iv) will not adversely impact the speed, security or integrity of the Services; (v) will not circumvent or render ineffective our technological and other measures to secure, protect and control the Services; and (vi) will not use any FOSS in a way that would cause the non-FOSS portions of the Services to be subject to any FOSS licensing terms or obligations. "**FOSS**" (Free and Open-Source Software) means any software that is subject to terms that, as a

condition of use, copying modification or redistribution, require such software or derivative works thereof to be disclosed and/or distributed in source code form, to be licensed for purposes of making derivative works, or to be redistributed free of charge. Any breach of this clause 14.1 is a material breach of the Agreement. We may monitor use of the API for any reason, including quality assurance, improvement of the Services, and verification of compliance with this Agreement. If you use the API to grant access to or export Customer Data from the Services, we are not responsible for any use or misuse of Customer Data obtained through the API.

14.2 Purchase Through a VAR. The following supplemental terms apply if you purchase a subscription to the Services through an authorized reseller (“VAR”): If you place an order for the Services with a VAR, (i) such document shall constitute an Order hereunder, (ii) your payment obligations under such Order shall be to the VAR, (iii) you consent to our sharing of Usage data with the VAR pursuant to clause 5.6 above, and (iv) your acceptance of such Order shall be an acceptance of the Agreement between you and us for the provision of the Services, provided that any transactions solely between you and the VAR (such as professional services provided by the VAR or other Third-Party Services sold by the VAR) shall not be a part of the Agreement. First-tier technical support for the Services will be provided by the VAR, unless otherwise set forth in the Order. Non-payment of fees owed to a VAR under an Order shall constitute a material breach of this Agreement. If you grant a VAR access to Customer Data or to your Services account, such access shall constitute consent to the disclosure of Customer Data to VAR pursuant to clause 7.2, and you will be responsible for terminating such access.

14.3 Purchase through an MSP Partner. The following supplemental terms apply if you purchase a subscription to the Services through an authorized Sage Intacct Managed Services Program partner (“MSPP”): If you purchase the Services from a MSPP then: (i) your payment obligations for such purchase shall be to the MSPP and clause 4 (Fees) of this Agreement shall not apply to you; and (ii) your acceptance of the ordering document for such purchase shall be an acceptance of this Agreement between you and us for the provision of the Services, provided that any transactions solely between you and the MSPP (such as accounting services provided by the MSPP or other Third-Party Services sold by the MSPP) shall not be a part of this Agreement. Support for the Services will be provided by the MSPP, unless otherwise set forth in a Statement of Work between you and us. Non-payment of fees owed to the MSPP for the Services shall constitute a material breach of this Agreement. By purchasing the Services through a MSPP, you have consented to the disclosure of Customer Data to the MSPP pursuant to clause 7.2.

14.4 Change of a VAR

- a. A Customer that wishes to change its appointed VAR must provide Sage with at least **30 (thirty) calendar days’ prior written notice** of the proposed change.
- b. The notice must:
 - i. be issued on the Customer’s official letterhead;
 - ii. be dated and signed by a duly authorised representative of the Customer;
 - iii. clearly notify Sage of the proposed change of VAR;
 - iv. state the account number or site code of both the Customer and the outgoing and incoming VAR; and
 - v. state the reason for termination of the Customer’s relationship with its existing VAR.
- c. Sage may action the change only once it has received and reasonably verified the required notice and information.

- 14.5 Downloadable Components. The operation of certain modules of the Services requires the use of downloadable software components designed to be installed on desktop or mobile devices ("**Downloadable Components**"). The Downloadable Components are "**Services**" under the Agreement. Users may need to expressly opt into the use of certain Downloadable Components; in such cases, the operation of the Services which require such Downloadable Components is contingent on such opt-in by Users. We are not responsible for lack of use of the Services due to User refusal to install the Downloadable Components, lack of User opt-in (where required), or User opt-out (where enabled). Conditioned upon your compliance with the terms and conditions of the Agreement, we grant you the following limited, non-exclusive, non-transferable (except as expressly provided herein), royalty-free, revocable license: your authorized Users may download, install and run on supported devices the executable form of the Downloadable Components for purposes of using the Services' modules which utilize the Downloadable Components and for which you have subscribed. In addition to the restrictions of the Agreement regarding the Services, you may not translate, disassemble, decompile, decrypt, or reverse engineer the Downloadable Components, or authorize or knowingly permit a third party to do any of the foregoing, except to the extent such activities are expressly permitted by law notwithstanding this prohibition or by licensing terms governing use of open-source components included with the Downloadable Components. We may, from time to time, update the Downloadable Components. The Downloadable Components and all copies thereof are licensed and not sold, and are protected by applicable law, including United States and foreign copyright laws and international treaties. The licences in this clause 14.5 shall terminate at the earlier of the termination or expiration of the Agreement or the termination or expiration of your subscription to the Services' module(s) which utilize the Downloadable Components. Upon license termination, you must cease all use of the Downloadable Components and promptly delete all copies, full or partial, thereof that are in your Users' possession or control. Any service level agreement shall not apply to the Downloadable Components and to the operation of the Services' module(s) dependent, in whole or in part, on the Downloadable Components.
- 14.6 Special Product Terms. Certain Services or modules may be governed by additional terms. When agreed by you, such terms will become part of this Agreement.