

Sage Pastel Payroll Agreement

This agreement deals with direct (through Sage) and indirect (through a Reseller) sales of software. Please note clause 22 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/s**” means a company, corporation or other entity that directly or indirectly controls, or is under common control of, the End-User, where ‘control’ is the ownership or control (whether directly



or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity;

- 1.1.2 **"Agreement"** means this document and any documentation expressly incorporated herein by reference, including 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, any applicable schedules, amendments or supplementary agreements specifically referenced hereto and effected as amendments as referenced herein;
- 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 Software;
- 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 Policy"** means any Acceptable AI Use Policy that Sage publishes or otherwise makes available from time to time (including any amendments to it), as amended from time to time, which sets out the requirements and restrictions applicable to the use of AI Systems by the End-User and its Users;
- 1.1.7 **"AI System"** means any artificial intelligence technologies, systems, models, tools or functionality, including machine learning, deep learning, generative AI, and any autonomous, semi-autonomous or agentic AI functionality or capabilities;
- 1.1.8 **"Business Day"** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 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 **"Data Protection Laws"** means such data protection laws applicable to the Sage entity with which you have Subscribed to the Service;
- 1.1.12 **"Effective Date"** means the date on which you accept and sign the Order or the date you do anything which indicates your acceptance of this Agreement or the date you access and use the Software for the first time, whichever date is earlier;
- 1.1.13 **"End-User"** means the licensee or customer making Use of the Software procured under the applicable Order;
- 1.1.14 **"End-User Data"** means the data, information or material the End-User (or its Personnel) provide, input, process or submit into the Software, and includes any AI Input Data;
- 1.1.15 **"Fees"** means the Subscription Fee and any other fees or charges payable by the End-User under this Agreement or the applicable Order;
- 1.1.16 **"Intellectual Property Rights ("IP")"** means patents of any type, design rights, utility models or other

similar invention rights, copyrights, mask work rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired;

- 1.1.17 **“Licensed Materials”** means collectively the Software and any applicable documentation;
- 1.1.18 **“License File”** means the applicable order and the file with the Software components licensed to the End-User sent by Sage to the End-User;
- 1.1.19 **“Location”** means the address/es specified by the End-User in the License File;
- 1.1.20 **“Microsoft®”** means the Microsoft Corporation or one of its Group Companies;
- 1.1.21 **“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;
- 1.1.22 **“Order”** means the applicable online order accepted or the order document signed by Sage and the End-User and the Reseller and the End-User (in the event of the Software being purchased through a Reseller) containing the details of the Software procured by the End-User as well as the Fees which together with this Agreement forms a binding contract between the End-User and Sage;
- 1.1.23 **“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;
- 1.1.24 **“Personnel”** means, in relation to a party, its employees, officers, consultants, contractors, agents and authorised representatives;
- 1.1.25 **“Privacy Notice”** means the privacy notice posted on the website of the Sage Group plc entity with which you have Subscribed to the Service (or such other URL as Sage may notify to you from time to time);
- 1.1.26 **“Processor”** means the person who processes Personal Information for a controller in terms of a contract or mandate, without coming under the direct authority of that party;
- 1.1.27 **“Reseller”** means an independent third party authorised or certified by Sage to act as a Reseller or distributor of the Software;
- 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 **“Software”** means the computer programs licensed to the End-User by the Supplier under this Agreement, including any upgrades, modifications, enhancements or corrections thereto, in accordance with the specific provisions of clause 11 hereof, in machine-readable object code form, and/or any part thereof and any back-up copies made in accordance with this Agreement;

- 1.1.31 **"Subscription Fee"** means the subscription fee payable for the Licensed Materials as set out or referred to in this Agreement or any invoices or other documentation issued by the Supplier;
- 1.1.32 **"Subscription Term"** means the Initial Term and any Renewal Term(s) thereafter;
- 1.1.33 **"Supplier"** means Sage or where applicable, the Reseller;
- 1.1.34 **"Use"** means transmitting any portion of the Software for processing and/or compiling, executing or interpreting any machine instructions contained in the Software and/or displaying any portion of the Software in connection with the processing of such machine instructions. Other technical expressions shall have the meanings commonly attributed to them in the computer and information technology industry; and
- 1.1.35 **"User"** means a named individual human authorised by you to use the Services and the Documentation, 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.
- 1.2 In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) "including" and "includes" and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry, (d) references to a person include an individual, a body corporate and an unincorporated association of persons; and (e) use of the singular shall be treated as including the plural and vice versa.
- 1.3 In this agreement, terms used that have meanings ascribed to them in applicable data protection laws, including "data subject", "processing", "personal data", "controller", "responsible party", "processor" or "operator", carry the meanings set out under those laws to the extent that this Agreement does not define them.

2. SUBSCRIPTION AND TERM

- 2.1 As from the Effective Date for a period of 12 (twelve) months or until terminated pursuant to the terms of this Agreement, the Supplier grants the End-User a limited, non-exclusive, non-transferable and revocable licence to Use the Licensed Materials for its own business purposes, solely on the following terms:
- 2.1.1 To Use the Software for the number of users and software components specified in the License File.
- 2.1.2 In the case of Software operating on a local area network or wide area network, the End-User may Use the Software on a single file server with more than one Affiliate workstation, provided that a subscription fee is paid for each concurrent user that has a network access to the Software from the file server.
- 2.1.3 The End-User may make up to two back-up copies of the Software for security purposes only, provided that all back-up copies bear the same copyright, trademark notices and other proprietary legends as the original copy.
- 2.2 The End-User accepts the licence granted to it in terms of clause 2.1 and acknowledges that it obtains no rights of ownership of the Software.
- 2.3 The End-User accepts that this Agreement governs the terms under which the right to use the Software is granted.
- 2.4 Save for the standard software maintenance plan set out in clause 15 which may form part of this Agreement, any services including implementation services acquired from a third party are contracted and billed separately

from this Agreement.

- 2.5 Microsoft SQL is a service that integrates with certain eligible Sage products, which may include the Service if detailed in your Order. The Customer agrees and acknowledges that Microsoft SQL is provided by Microsoft®.
- 2.6 You agree to be bound by the additional terms and conditions for Microsoft SQL which terms can be accessed at the following link <https://www.microsoftvolumelicensing.com/>. Where there is a conflict between the terms and conditions of this Agreement and the additional terms for Microsoft SQL, the Microsoft SQL terms shall prevail in respect of Microsoft SQL.
- 2.7 Unless terminated earlier in accordance with the terms of this Agreement, the initial term of this Agreement shall be 12 months from the Effective Date (“Initial Term”) and will automatically renew for an additional period of 12 months (each a “Renewal Term”) unless the End User fails to make payment of the renewal invoice prior to the expiry or the end of the Initial Term or further Renewal Term unless otherwise stated in the Order.
- 2.8 The Supplier may terminate this Agreement upon 30 (thirty) days’ notice in writing to the End User at any time. The End-User may not terminate this Agreement in whole or part at any time during the Subscription Term except in accordance with this Agreement.

3. FEES AND PAYMENTS

- 3.1 The End-User shall pay the Supplier the Subscription Fee upfront upon placing the Order with the Supplier for annual purchases.
- 3.2 The End-User shall pay the Supplier in the month following the receipt of the invoice for End-Users who have agreed to monthly payment terms for the 12 (twelve) month period.
- 3.3 The Subscription Fee for each subsequent year shall be determined, in part, by considering the number of Users as well as the modules purchased by the End-User. Module purchases are not refundable.
- 3.4 Add-Ons. If, during a then-current Subscription Term: (i) additional volume, modules or licenses to items that you are already subscribed to are added, such increased subscriptions will be billed at a prorated amount at the price of the underlying preexisting subscription; and (ii) you add new subscriptions to items that you are not already subscribed to, such items will be billed at a prorated amount at the then-current list price.
- 3.5 Discounts. We may at our sole discretion provide you with a discount to the Services. In the event you reduce volume or licenses to items that you are already subscribed to during a then-current Subscription Term then we may reduce or remove the level of discount we have provided to you from the date of your next renewal Order.
- 3.6 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.
- 3.7 In the event that End-User elects a monthly payment option, the End-User shall be required to sign a monthly debit order form for the amount stipulated in the Order.
- 3.8 No right to Use the Licensed Materials shall be granted until the Supplier or Reseller (in the event the Software has been purchased through a Reseller) has received full payment of the Subscription Fee due, regardless of implementation status.

- 3.9 Sage shall be entitled to increase the Fees at the start of each Renewal Term upon giving you reasonable prior written notice.
- 3.10 In the event of non-payment of the Subscription Fee the Supplier will:
- 3.10.1 Have the right to terminate this Agreement with immediate effect;
 - 3.10.2 Suspend End-User or User access to the Software and Software Maintenance Services;
 - 3.10.3 Terminate access to the Software and Software Maintenance Services set out in clause 15; and/or
 - 3.10.4 Withhold the license renewal code.
- 3.11 Should the End-User wish to re-instate access to the Software and the Software Maintenance Services, a re-instatement fee will apply and will be calculated at the time of re-instatement.
- 3.12 Any maintenance and support fees for third party software procured through Sage or Reseller will be collected by, and payable directly to, Sage or Reseller, as applicable.
- 3.13 If the Software is purchased by the End-User via a Reseller, the End-User shall abide by the Reseller's payment terms as applicable.
- 3.14 Payment of Subscription Fees to Sage by either you or your Reseller is not dependent on implementation services and /or successful implementation.

4. PROHIBITED USES

- 4.1 The End-User may not reproduce or distribute copies of the Licensed Materials to others or electronically transfer the Software from one computer to another over a network or on a disk.
- 4.2 The End-User may not Use the Software for personal, family, household, or other non-business purposes.
- 4.3 The Licensed Materials contain intellectual property and know-how, system design and proprietary information which is the exclusive and valuable property of the Supplier, and the End-User may not disclose to others any such information or materials relating to the design, construction, operation or issue of the Licensed Materials except in connection with the Use permitted by this Agreement, or as agreed in writing by the Supplier.
- 4.4 Except to the minimum extent expressly required to be permitted by law in your local jurisdiction, the End-User may not modify, translate or create derivative works based on the Software, nor reverse assemble, decompile or reverse engineer the Software, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of the Software or any files contained in or generated by the Software, nor shall it permit, whether directly or indirectly, any third party to do so. 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, in its sole discretion to withhold its consent in this regard.
- 4.5 The End-User may not without the Supplier's prior written consent, merge or combine the whole or any part of the Software with any other software or documentation.
- 4.6 The End-User may not without the Supplier's prior written consent, grant any third-party direct access to the Software, including, without limitation by way of lease, loan, resale, distribution or grant of sub-licences based on the Licensed Materials or any part thereof, nor use the same to act as a bureau or for time-sharing use.
- 4.7 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 or service providers including the Supplier, their computers, software or hardware including without limitation:

- 4.7.1 propagating computer worms, trojans or viruses;
- 4.7.2 attempting a denial of service attack on any of the Services;
- 4.7.3 hacking or breaking any security mechanism on any of the Services;
- 4.7.4 using the Services to gain unauthorised access to another computer or network or in a way that disrupts or threatens the Services;
- 4.7.5 sending harassing, obscene, indecent, offensive or threatening electronic mail;
- 4.7.6 forgery (or attempted forgery) of electronic mail messages;
- 4.7.7 placing, transmitting or storing any defamatory material; and
- 4.7.8 using the service in a bureau or outsourcing capacity to generate revenue.
- 4.8 The End-User acknowledges that the Licensed Materials, related product logos and product names are the trademarks or are otherwise proprietary to the Supplier, and the End-User may not remove any such notices or product identification or attempt to cover or disfigure the same.
- 4.9 You shall not facilitate or aid a third party in any of the activities described in this clause 4.
- 4.10 The End-User shall not, and shall ensure that its Users do not, share User access credentials with any third party, any third-party system, or any AI System acting on the End-User's 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 Software 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 Software by or on behalf of an AI System must be made only using such credentials.
- 4.11 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.
- 4.12 The End-User shall not, and shall not permit or facilitate any third party (including any AI System, robot, bot, spider, crawler, script, screen-scraping, web-scraping or data-scraping tool, or any other automated or manual data-extraction technique) to access or interact with the Software in a manner that is used to, or would reasonably be expected to, scrape, harvest, extract or otherwise obtain End-User Data, AI Data, or any other data or content from the Software in a manner that results in, or creates a risk of, the leakage, exfiltration or unauthorised extraction of such data from the Software.

5. CONTROL OF THE SOFTWARE AND EQUIPMENT

- 5.1 The End-User shall follow all reasonable instructions given by the Supplier from time to time, in connection with the Use of the Software. The End-User shall permit the Supplier at reasonable times, and at the Supplier's expense, to verify that the Use of the Licensed Materials is within the terms of this Agreement.
- 5.2 The End-User will be responsible for providing and maintaining its own compatible equipment, software and communications lines which are required to connect you to the Internet and access the Software and for your compliance with any third-party terms or other third-party agreements in relation to your use of your equipment, software and communications lines.
- 5.3 The total number of users must not exceed the number specified in the License File. The additional licensed system must not be used for processing other than for back-up purposes under any circumstances.

- 5.4 The End-User shall, and shall ensure that its Users, comply with this Agreement, the Documentation and the AI Policy in respect of all access to and use of the Software, including any AI Systems, which Sage may update from time to time. Continued access to or use of the Software (or any AI System) following any such update constitutes the End-User's acceptance of the updated AI Policy, and the End-User shall be responsible for any breach of the AI Policy by any of its Users.
- 5.5 The End-User shall be responsible for keeping secure and confidential (and ensuring that each of its Users keeps secure and confidential) any User access credentials. The End-User must notify Sage promptly if it becomes aware, or reasonably suspects, that its or any User's account security has been compromised.

6. INTER-GROUP TRANSFERS

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

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Unless agreed otherwise between the Supplier and the End-User and recorded in writing, the copyright, and all other Intellectual Property Rights of whatever nature in the Licensed Materials and any modifications or changes thereto and all patents, trademarks and copyrights relating thereto are and shall remain the property of the Supplier and/or its Affiliates, and any rights in any other work prepared or carried out by the Supplier hereunder shall vest in the Supplier on creation thereof. The End-User shall notify the Supplier immediately if the End-User becomes aware of any unauthorised Use of the Licensed Materials in whole or in part by any third party.
- 7.2 AI-Generated Output: Sage does not claim ownership rights in any AI-Generated Output. The End-User is solely responsible for all use, modification, combination with other materials and publication of any AI-Generated Output.
- 7.3 Licence: The End-User grants 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 End-User Data and AI Generated Outputs solely to the extent necessary to: (i) develop, create, improve, enhance and make available Sage's and its Affiliates' services, products and applications; (ii) provide, administer and ensure the proper operation of the Software and related systems; (iii) comply with applicable laws; and (iv) exercise Sage's rights and perform its obligations under this Agreement.
- 7.4 AI Data Restrictions: Other than as required by applicable law, the End-User shall not, and shall procure that any third-party AI System shall not, transmit, export, copy, scrape, extract, harvest, or otherwise make available any AI Data to: (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. The End-User shall, and shall procure that any

third-party AI System shall, ensure that any End-User Data (other than End-User Data 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 Software and any Sage-approved transport mechanisms.

8. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 8.1 Supplier hereby indemnifies the End-User against any claim that the normal Use or possession of the Licensed Materials (including but not limited to any new updates and/or improved versions thereof) infringes intellectual property rights of any third party, provided that Supplier is given immediate and complete control of any such claim, and that the End-User gives Supplier such assistance as Supplier may reasonably require to settle or oppose any such claim, provided that Supplier shall meet the End-User's reasonable costs of so doing.
- 8.2 If any Licensed Materials are held or alleged to infringe any intellectual property rights, Supplier shall have the option, at its own expense, to (i) obtain for the End-User the right under the relevant intellectual property right to continue using the affected Licensed Materials; (ii) replace the relevant part of the Licensed Materials with a non-infringing replacement; (iii) modify the relevant part of the Licensed Materials to make it non-infringing; or (iv) refund the depreciated value of the relevant part of the Licensed Materials, and accept return of the same. Supplier shall, however, at all times use reasonable endeavours to ensure that the End-User is left with fully operational and functionally equivalent Licensed Materials.
- 8.3 Supplier shall not indemnify or be liable for any costs or damages if a claim of infringement of intellectual property rights arises out of: (i) compliance with the End-User's requests; (ii) incorporation of the End-User's or a third party's product or products in or with any Licensed Materials; (iii) modification of any Licensed Materials after delivery by Supplier; (iv) the End-User's Use of other than the latest supported releases of any Licensed Materials (if such release has been made available to the End-User); (v) the End-User's Use of any Licensed Materials after receiving notice that the relevant Licensed Materials infringe any intellectual property rights; (vi) any other fault, action or inaction of the End-User; (vii) the End-User's or a User's continued use of the Software (including AI-Generated Output) after notice of an alleged or actual infringement from Sage or any appropriate authority; (viii) End-User Data (including AI Input Data) provided by the End-User or its Users; or (ix) the End-User's modification, combination, or incorporation of AI-Generated Outputs with other materials, where the infringement arises from such modification, combination or incorporation.
- 8.4 Notwithstanding the foregoing, clause 8.3(viii) 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.
- 8.5 The End-User shall inform Supplier of any claim or action brought against the End-User on the issue of infringement of any copyright and other intellectual property rights in the Licensed Materials.
- 8.6 The foregoing states the entire liability of Supplier to the End-User in respect of infringement or alleged infringement by the Licensed Materials of the intellectual property rights of any third-party.
- 8.7 The foregoing obligations as to intellectual property rights indemnity shall survive any termination under this

Agreement, howsoever caused.

- 8.8 Without prejudice to the foregoing provisions of this clause 8, the End-User shall defend, indemnify and hold Sage, its Affiliates, and their officers, directors, employees and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees) to the extent arising out of or in connection with the End-User's or its Users' use or misuse of any AI System that is not provided by Sage as part of the Software (including any external or third-party AI System used in connection with the Software), 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. This clause 8.8 shall not apply to the extent that the relevant claim is solely attributable to: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (b) Sage-provided customisation or fine-tuning data. Notwithstanding the foregoing, the End-User's aggregate liability to Sage under this clause 8.8 shall not exceed the Subscription Fees actually paid by the End-User to Sage in the twelve (12) months immediately preceding the event giving rise to the relevant claim, save that this cap shall not apply to the extent it would be unlawful to limit or exclude liability under applicable law.

9. CONFIDENTIALITY

- 9.1 The End-User acknowledges that the Licensed Materials contain intellectual property rights and know-how, system design and proprietary information which is the exclusive and valuable property of Sage and/or its Affiliates. Subject to clauses 9.2 and 9.3 the End-User undertakes to treat as confidential all information contained or embodied in the Licensed Materials and in any specifications thereof made available to the End-User and shall not save as provided in clauses 9.2 and 9.3 disclose the same in whole or in part to any third party, other than the Personnel of the End-User as described in clause 9.2 below, without the prior written consent of the Supplier.
- 9.2 The End-User shall be permitted to disclose aspects of the Licensed Materials to its Personnel to the extent necessary and to those Personnel having a legitimate need to know. The End-User is responsible for ensuring that such Personnel are made aware, prior to such disclosure, that the Licensed Materials are the confidential material of the Supplier, and that such Personnel may not disclose such material to third parties but keep the information confidential.
- 9.3 The provisions of clause 9.1 shall not apply to:
- 9.3.1 information in the public domain otherwise than by breach of this Agreement; and/or
 - 9.3.2 information already in the possession of the receiving party prior to disclosure with right to use;
 - 9.3.3 information received from a bona fide third party without breach of obligation to other party hereto; and/or
 - 9.3.4 information which is required to be publicly disclosed by law or by any statutory, governmental or regulatory body having jurisdiction over such party.
- 9.4 The End-User shall affect and maintain reasonable security measures to safeguard the Licensed Materials from theft, or access by any person other than the Personnel of the End-User in the normal course of their employment or other appropriate contractual arrangement with the End-User.
- 9.5 Both parties shall treat as confidential all information obtained from each other which is designated as confidential, or which either party may be told is confidential by the other party, or which either party might

reasonably expect the other to regard as confidential and shall not, save as provided in Clauses 9.2 and 9.3, disclose the same to any third party without the prior written consent of the other.

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

10. OPEN-SOURCE COMPONENTS

- 10.1 This clause governs use of open-source software within the Software and applies notwithstanding any other provisions of this Agreement to the contrary.
- 10.2 The End-User acknowledges that certain components of the Software are provided to the End-User in object or source code form and are covered by open source or similar licences. Each component is referred to as an “OSS Component” and each such licence is referred to as an “OSS Licence”.
- 10.3 Where the relevant OSS Licence requires it (and only to the extent required) the following shall apply to the corresponding OSS Component:
- 10.3.1 any additional rights, permissions, exclusions and/or disclaimers granted under that OSS Licence will apply to the corresponding OSS Component;
- 10.3.2 any terms in this Agreement (including any restriction, prohibition or exclusion) that conflict with or are inconsistent with the terms of that OSS Licence shall not apply in relation to the corresponding OSS Component; and
- 10.3.3 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.
- 10.4 Clauses 8 and 12 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 Sage shall not be liable to the End-User for any claim or liability to the extent it arises out of the use of such a component.

11. UPGRADE SYSTEM OVERLAP

- 11.1 Where an End-User has purchased an upgrade from one licensed product to another then, save for a permitted period of dual processing, the End-User’s licence for the product being replaced shall terminate on the first Use of the upgrade. The maximum period allowed for such dual processing is three (3) months from the date in the month in which the upgrade was purchased.
- 11.2 At the end of the dual processing period, the End-User must confirm to the Supplier in writing that they have read-only access to the product purchased or licensed subsequent to the upgrade from one licensed product to the other. Failure to do so on request from the Supplier, will result in a fee payable by the End-User for the Use of the non-current Licensed Materials for a period of at least six (6) months.
- 11.3 The Supplier reserves the right to require the End-User to remove unlicensed versions of the Licensed Materials from the computer hardware of the End-User, at any time after the end of the dual processing period.

12. WARRANTY

- 12.1 The Supplier warrants that it has the right to grant the licences to Use the Software as set out in this Agreement.
- 12.2 The Supplier warrants that for a period of ninety (90) days from the date of supply, when properly used, the Software will perform generally for such Software, except that some deviation therefrom may occur due to a policy of continual upgrades to the Software.
- 12.3 The End-User acknowledges that the Software consists of standard modules which have not been prepared to meet the End-User's particular requirements and it is, therefore, the End-User's responsibility to ensure that the Software meets its requirements.
- 12.4 Sage:
 - 12.4.1 does not warrant that your Use of the Service will be uninterrupted or error-free, or that the Service, documentation and/or the information obtained by you through the Service will meet your requirements or produce particular outcomes or results (irrespective of whether you informed Sage or a Reseller about how you intend to use the Service at the point of purchase);
 - 12.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - 12.4.3 does not warrant and/or indemnify you against cyber-attacks, fraud, phishing, data breaches, data loss, data infringement or any other attack on your system or account that occurs as a result of your negligence or unauthorised access to your account by your user/s or (a) third party/s in relation to the Service and/or Use thereof. You agree to apply all reasonable security controls and measures when using the Service.
 - 12.4.4 does not warrant that the Software will produce error-free AI-Generated Outputs, machine-generated analysis, benchmarks, insights or responses. The End-User acknowledges and accepts that it is the End-User's responsibility to ensure that the Software and/or AI-Generated Outputs meet the End-User's requirements and are fit for the End-User's purposes.
- 12.5 THE EXPRESS TERMS OF CLAUSES 12.1 AND 12.2 ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, GUARANTEES AND REPRESENTATIONS (OTHER THAN FRAUDULENT MISREPRESENTATIONS) IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. LIABILITY

- 13.1 The Software is not fault tolerant and is not designed or intended for use in hazardous environments or in relation to high-risk activities requiring fail-safe performance, where the failure of the Software could lead directly to death, personal injury or severe physical or property damage. Sage expressly excludes any liability relating to the use of the Software for such purposes.
- 13.2 The Supplier shall indemnify the End-User in respect of personal injury or death to any person or loss or damage to any property caused directly by the negligent acts or omissions of the Supplier, its servants, agents or sub-contractors. Except in respect of personal injury or death caused by negligence for which by law no limit applies,

the liability of the Supplier for loss or damage to tangible property in respect of any one event or series of connected events whether under this clause or otherwise, each party's liability is capped at the fees actually paid by the End-User in the twelve (12) months preceding the claim.

- 13.3 In any event (including, without limitation, if any exclusion or other provision in clause 13.4 is held ineffective or is disallowed for any reason), except for those events governed by clause 13.2, the maximum aggregate liability of either party whether arising from negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or otherwise shall not in any circumstances exceed the purchase value of the Software.
- 13.4 Notwithstanding any other provision of this Agreement in no event shall either party be liable to the other for:
- 13.4.1 loss of profits, loss of business, loss of revenue, loss of goodwill, loss of anticipated savings;
 - 13.4.2 loss of or spoiling of data; and/or
 - 13.4.3 any indirect or consequential loss or damage; howsoever caused, whether arising from breach of contract, negligence, misrepresentation or otherwise, even if either party knew or should have known of the possibility of such loss.
- 13.5 The foregoing obligations as to liability shall survive any termination under this Agreement, howsoever caused.

14. RELEASE OF SOFTWARE

- 14.1 The End-User acknowledges and accepts that the Licensed Materials may require passwords for their proper Use and any necessary passwords will not be released until the Supplier has received a signed Order. Receipt by the Supplier of incomplete Order/s shall mean that the Order will not be processed.
- 14.2 When an End-User changes its trading name this may require a change in the passwords, and such a change must be communicated, in writing, by the End-User to the Supplier, and accompanied by a copy of the Certificate of Incorporation on Change of Name.

15. SOFTWARE MAINTENANCE SERVICES PROVIDED BY SAGE ONLY

- 15.1 ANY ADDITIONAL SOFTWARE AND MAINTENANCE SERVICES REQUESTED VIA A RESELLER IS PAYABLE BY THE END-USER DIRECTLY TO THE RESELLER.
- 15.2 In consideration for the payment of the Subscription Fee, either Sage or your Reseller (in the event that the Software is purchased through a Reseller) will provide Software and Maintenance Services to the End-User:
- 15.2.1 Support via online knowledge portal (self - service);
 - 15.2.2 Telephonic and email support (during normal office hours);
 - 15.2.3 Chat support during normal office hours (as applicable);
 - 15.2.4 Periodic updates in relation to new statutory requirements which either Sage or your Reseller (in the event that the Software is purchased through a Reseller) will endeavour to make available prior to the date of coming into operation of the legislation in question;
 - 15.2.5 New releases of the Software with system improvements; and
 - 15.2.6 Release notes on statutory changes and new system features.
- 15.3 Neither Sage nor your Reseller (in the event of the Software or Software and Maintenance Services have been purchased through a Reseller) will be required to provide Software and Maintenance Services to the End-User where any errors arise from: (i) End-User's failure to fulfil or comply with its obligations under this Agreement; or (ii) any other circumstance where it is stated in any Sage furnished documentation that such Software and

Maintenance Services will not be provided. If Sage or your Reseller (in the event of the Software and Software Maintenance and Support Services have been purchased through a Reseller) offer enhanced support, then you may purchase these services separately in accordance with the then-current price list.

15.4 The End-User agrees that the Subscription Fee entitles the End-User to the Software and Maintenance Services limited to the plan outlined above in this clause 15 and does not provide for any assurances on implementation, support or other services not envisaged in this clause 15.

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

16. NON-SOLICITATION

It is acknowledged that the Agreement will enable the End-User to become intimately concerned with the business affairs and employees of Sage. End-User acknowledges that Sage is likely to suffer economic or other prejudice should it solicit and/or employ Sage's employees. In light of this, the End-User agrees that it will not for the duration of the Agreement and for a period of one year following solicit in any way whatsoever, whether directly or indirectly and/or employ (or attempt to do so) any person who is in the employment of Sage. To the extent that End-User breaches the provisions of this clause 16, End-User shall pay Sage a finder's fee equal to the annual gross remuneration payable to the employee by Sage during the year preceding the resignation of the employee. The finder's fee shall be payable within 30 (thirty) calendar days of receipt of an invoice from Sage and shall be without prejudice.

17. TERMINATION

17.1 Subject to clause 3 (Fees and payments), this Agreement shall terminate automatically if either party fails to comply with any of the provisions of this Licence Agreement and does not rectify such non-compliance within fifteen (15) days of written notice thereof.

17.2 Either Party may, without prejudice to any other rights or remedies, and without being liable to the End-User for any loss or damage which may result, give written notice to other party terminating this Agreement with immediate effect in the event of the other party becoming insolvent or committing any act of insolvency; or being wound up, whether provisionally or finally and whether compulsorily or voluntarily or being placed under business rescue proceedings; or being wound up, whether provisionally or finally and whether compulsorily or voluntarily or being placed under business rescue proceedings; or entering into any arrangement or compromise with any of its creditors; or being the subject of any resolution passed for its winding up or dissolution; or having a judgment given against it in any court of law which, if appealable, is not appealed against within the period allowed for the lodging of such an appeal or, if not subject to an appeal, remains unsatisfied for a period of ten (10) days.

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

17.4 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.

17.5 Access to End-User Data.

a) Subject to the AI Data provisions in this clause:

- i. End-User Data may be exported at any time during the term of this Agreement.
 - ii. Unless set out otherwise in the applicable Order, we will not delete End-User Data from our production environment for a period of six (6) months after termination or expiration of this Agreement and may assist you with exporting End-User Data during such period at our standard hourly consulting rate.
 - iii. After such six (6) month period has expired, we may delete all End-User Data and will not make it available to you.
 - iv. Should you require longer storage of End-User Data, paid archival services may be available.
- b) Please see the Data Processing Agreement and the Privacy Notice for further details of data retention.
- 17.6 Notwithstanding clause 17.5: (i) AI Data does not form part of any End-User Data and cannot be exported or returned to the End-User following termination or expiration of this Agreement; (ii) Sage is not obligated to delete AI Data following termination or expiration of this Agreement, and Sage's rights to use AI Data as set out in clause 7 shall survive termination; (iii) AI Data is not subject to any deletion or destruction requests following termination or expiration of this Agreement; and (iv) for the avoidance of doubt, where any data constitutes both End-User Data and AI Data, it shall be treated as AI Data for the purposes of this clause 17.6.

18. DATA PROTECTION AND PRIVACY

- 18.1 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.
- 18.2 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 Data used to provide the Services shall be handled in accordance with the requirements of the Data Processing Agreement. Further information on how Sage uses Personal Data is provided in Sage's Privacy Notice.
- 18.3 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.
- 18.4 Sage will cooperate with law enforcement authorities and may notify such authorities if it suspects that you are engaged in illegal activities.

19. ANTI-BRIBERY AND CONFLICT OF INTEREST

- 19.1 The Parties shall ensure that persons affiliated with them:
- 19.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");
 - 19.1.2 not engage in any activity, practice, or conduct which would constitute an offence of any of the Relevant Requirements;
 - 19.1.3 not do, or omit to do, any act that may lead to the breach of any of the Relevant Requirements;
 - 19.1.4 promptly report any request or demand for any undue financial or other advantage received in

connection with this Agreement;

- 19.1.5 have and maintains in place throughout the term of this Agreement, their own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
- 19.1.6 if requested, provide reasonable assistance, to enable Sage to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements.
- 19.2 Each Party agrees to indemnify the other against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by or awarded as a result of the breach of this Clause 19.
- 19.3 Each Party shall promptly notify the other Party if, at any time during the term of this Agreement, its circumstances, knowledge, or awareness changes such that it would not be able to repeat the warranties set out in this clause 19 at the relevant time.
- 19.4 The End-User shall ensure that no Conflict of Interest arises between the interests of Sage and the interests of the End-User. The End-User shall notify Sage in writing as soon as is practically possible of any potential Conflict of Interest and shall follow Sage's reasonable instructions to avoid, or end, any Conflict of Interest. For the purpose of this Agreement, "Conflict of Interest" means a situation in which the End-User has competing interests or loyalties which could impact their ability to act objectively and fairly in their capacity as the End-User.
- 19.5 In the event that either party becomes aware of the other party or, its Personnel and Affiliates breaching the obligations under this clause 19, the relevant party shall notify the other immediately and provide all relevant information to allow that party to take any and all actions as it deems appropriate including but not limited to refusing to allow the relevant party to deal with Software.
- 19.6 Breach of this clause 19 shall be deemed a material breach incapable of being remedied under this Agreement and Sage shall, at its sole discretion, have the right to terminate the Agreement with immediate effect in the event of breach of this clause 19 by the End-User.

20. EXPORT AND SANCTIONS COMPLIANCE

- 20.1 The End-User hereby confirms that: (i) it shall comply with AML CTF, sanctions laws, regulations and regimes imposed by relevant authorities being the FIC who takes into account sanctions lists of the OFAC, UN and the UK and EU, including but not limited to, the Office of Foreign Assets Control (OFAC), the UN, the UK and EU; (ii) neither it nor any of its Affiliates are named on any "denied persons list" (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor is it or any of its Affiliates owned or controlled by a politically exposed person; and (iii) it has and shall maintain throughout the term of this Agreement appropriate procedures and controls to ensure and be able to demonstrate its compliance with this clause 20.1. End-User shall not permit any of its Personnel to access and/or use the Software in violation of any export restrictions in any jurisdiction or any sanctions law or regulation or in any Restricted Territories. Such access and/or use is not permitted by Sage and shall constitute a material breach of this Agreement. End-User will promptly notify Sage if either End-User or any of its Affiliates has violated, or if a third party has a reasonable basis for alleging that End-User or any of its Affiliates has violated, this clause 20.1. End-user shall indemnify (and keep indemnified) Sage, its Affiliates and their officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or

- in connection with End User's (or End-User's Personnel) breach of this clause 20.1.
- 20.2 Sage reserves the right to carry out an audit of the End-User's locations and Personnel and Affiliates to assess its compliance with this clause 20.
- 20.3 Breach of this clause 20 shall be deemed a material breach incapable of being remedied under this Agreement and Sage shall, at its sole discretion, have the right to terminate the Agreement with immediate effect in the event of breach of this clause 20 by the End-User.
- 20.4 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 20. 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.

21. GENERAL

21.1 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.

21.2 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.

21.3 AUTO UPDATES

- 21.3.1 The Subscription may contain auto-update technology used to provide Maintenance as part of the Subscription. This feature cannot be disabled and will:
- 21.3.2 connect to Sage or service provider computer systems over the Internet;
- 21.3.3 use Internet protocols to recover standard computer information in order to determine whether Maintenance is required; and
- 21.3.4 automatically download and install or prompt the End-User to download and/or install, current Maintenance.
- 21.3.5 By using the Service initially, the End-User consents to the transmission of standard computer information and the automatic downloading and installation of Maintenance.

21.4 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.

21.5 DISPUTE RESOLUTION

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

- a) 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;
- b) 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
- c) where the matter has not been resolved following the procedure in clauses 21.5.1(a) and 21.5.1(b), either party is free to pursue alternative remedies in accordance with clause 21.8.

21.5.2 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 21.5.1, 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.

21.6 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.

21.7 FORCE MAJEURE

21.7.1 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.

21.7.2 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 payroll software provider of equivalent size and standing in taking steps to prevent such an attack or breach of security.

21.7.3 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.

21.8 GOVERNING LAW AND JURISDICTION

21.8.1 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.

21.8.2 Subject to the provisions of clause 21.5, 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.

21.9 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.

21.10 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.

21.11 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.

21.12 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.

21.13 NO PUBLICITY

- 21.13.1 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.
- 21.13.2 If at any time the End-User does not wish Sage to use its name or logo in the manner described in clause 21.13.1, 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.

21.14 NOTICES AND ELECTRONIC COMMUNICATIONS

- 21.14.1 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).
- 21.14.2 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:
- a) on delivery, if delivered by hand;
 - b) on the next Business Day, if sent by courier; or
 - c) 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.
- 21.14.3 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.

21.15 ORDER OF PRECEDENCE

- 21.15.1 In the event of any express conflict or inconsistency between the documents comprising this Agreement, the order of precedence shall be:
- a) these terms and conditions (including any schedules or annexures hereto).
 - b) the applicable Order;
 - c) the Data Processing Agreement; and

21.16 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.

21.17 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.

21.18 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.

21.19 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.

21.20 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.

21.21 VARIATION

This Agreement may only be amended by written agreement signed by authorised representatives of both Sage and the End-User.

21.22 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.

22. PURCHASING THROUGH A RESELLER

22.1 The following supplemental terms apply if the End-User purchases the Software and/or Software Maintenance Services through a Reseller:

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

For the avoidance of doubt, Sage shall not be responsible for first line technical support if not provided by the Reseller. Any non-payment of fees owed to a Reseller under an Order shall amount to a material breach of this Agreement. If End-User grants Reseller access to your Customer Data or to End-User Software account, such access shall constitute consent to the disclosure of Customer Data to the Reseller pursuant to clause 18 and End-User will be responsible for terminating such access. If End-User purchased the Software and/or Software Maintenance Services from a Reseller, End-User should investigate and satisfy itself regarding the experience, skills and qualifications of that Reseller. Any Reseller is an independent contractor and is neither appointed nor authorised by Sage as our consultant, subcontractor or agent. Sage does not endorse, and does not make any representation, warranty or promise regarding any Reseller and shall have no liability whatsoever for any damage, liabilities or losses caused by any Reseller.

22.2 Installation and implementation services

Either Sage or your Reseller (in the event of the Software being purchased through a Reseller) may provide the End-User with other services, such as consulting, training or development services. Any such services or requirements are outside the scope of this Agreement and shall only be provided subject to the terms of a separate written agreement between the parties involved.

22.3 Change of Reseller

22.3.1 Should You wish to change your appointed Reseller, You must provide Sage with at least **30 (thirty) calendar days' prior written notice** of the proposed change.

22.3.2 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.

22.3.3 Sage may action the change only once it has received and reasonably verified the required notice and information.

23. INCOME AND EMPLOYMENT VERIFICATION SERVICE

23.1 Definitions:

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

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

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

23.1.4 "**Customer Personal Information**" means any personal data relating to the Customer, including but not

limited to payroll data and Employee Personal Information of Customer Employees or Multi-Entity Beneficiary Employees, processed by Sage in accordance with the Data Protection Addendum for the purposes of providing the Income and Employment Verification Service.

- 23.1.5 **"Customer Employee"** means an individual employed by the Customer whose Employee Records may be shared with a Third-Party Provider for the purposes of the Income and Employment Verification Service, subject to authorisation by that individual.
- 23.1.6 **"Data Protection Laws"** all applicable laws and regulations governing the use or Processing of Personal Information, including but not limited to: (i) the Protection of Personal Information Act 4 of 2013 (POPIA); (ii) the Data Protection Act 2018; (iii) the GDPR as incorporated into domestic UK law by the European Union (Withdrawal Agreement) Act 2020 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020 (together the "UK GDPR"); (iv) the Data Protection (Charges and Information) Regulations 2018; (v) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (vi) any other applicable legislation in force from time to time in respect of data protection and privacy guidance and codes of practice issued from time to time by an applicable supervisory authority.
- 23.1.7 **"Employee[s]"** means collectively workers, employees and/or directors of (i) a Customer, (ii) a Multi-Entity Customer; or (iii) any Multi-Entity Beneficiaries.
- 23.1.8 **"Employee Records"** means specific employment and income verification information relating to a Customer Employee or Multi-Entity Beneficiary Employee.
- 23.1.9 **"Employee Personal Information"** means personal data relating to a Customer Employee or Multi-Entity Beneficiary Employee.
- 23.1.10 **"Income and Employment Verification"** means the process of confirming an individual's current or past employment status, job title, tenure, and salary information.
- 23.1.11 **"Income and Employment Verification Service"** means a service enabling Customer Employees and Multi-Entity Beneficiary Employees to validate the employment and income data held by the Customer with certain financial institutions (at that Customer Employees or Multi-Entity Beneficiary Employees' request).
- 23.1.12 **"Multi-Entity Beneficiary"** means a third-party entity which obtains services from a Multi-Entity Customer.
- 23.1.13 **"Multi-Entity Beneficiary Employee"** means an individual employed by a Multi-Entity Beneficiary.
- 23.1.14 **"Multi-Entity Beneficiary's Employee Personal Information"** means personal data relating to a Multi-Entity Beneficiary Employee.
- 23.1.15 **"Personal information"** means any information about a living human being or existing organisation (as applicable data protection laws require), provided that someone is capable of identifying them from that information.
- 23.1.16 **"Third Party Provider"** means any third-party financial institution, tenancy and/or employment reference provider or similar third party, which, subject to the explicit authorisation and instruction of an Employee, elects to use the Income and Employment Verification Service for the provision of a specified and authorised service to that Customer employee and.

23.2 In this Agreement, terms used that have meanings ascribed to them in the Data Protection Addendum and in

applicable Data Protection Laws, including “data subject”, “process”, “processing”, “personal data”, “personal information”, “controller”, “responsible party”, “processor”, “operator” or “sub-operator”, carry the meanings set out under those laws to the extent that this Agreement does not define them.

- 23.3 Where the Customer opts in for this Service, Sage will make the Service available to the Customer.
- 23.4 The Customer hereby authorises Sage to process, transfer and store Customer Personal Information including but not limited to Customer's or Multi-Entity Beneficiary's payroll data and Customer's or applicable Multi-Entity Beneficiary's Employee Personal Information in accordance with the Data Protection Addendum and for the purposes of sharing specific employment and income verification information ("Employee Records") as authorised by the applicable Customer Employee or Multi-Entity Beneficiary Employee (as the case may be) with a Third Party Provider;.
- 23.5 For the purpose of clause 23.4 above, the Customer confirms on its own behalf and on behalf of any Multi-Entity Beneficiary that there is a lawful basis or Employee consent to share the applicable Employee Records with a Third-Party Provider to enable the release of Employee Personal Information to the Third-Party Provider to perform the Income and Employment Verification Service.
- 23.6 The Customer acknowledges (on its own behalf and on behalf of any Multi-Entity Beneficiary) that Sage may obtain valuable consideration from Third Party Providers in connection with any Service. The Customer shall defend, indemnify and hold Sage, the Sage Affiliates, and their officers, directors, agents and Employees, harmless from any costs (including reasonable legal fees, costs and expenses), loss, damage or liability resulting from any violation of Employees' data subject rights as defined under applicable Data Protection Laws.
- 23.7 The Customer shall defend, indemnify and hold Sage, the Sage Affiliates, and their officers, directors, agents and Employees, harmless from any costs (including reasonable legal fees, costs and expenses), loss, damage or liability resulting from any violation of Employees' data subject rights as defined under applicable Data Protection Laws.

23.8 Data protection and privacy

- 23.8.1 It is acknowledge by the parties that the Processing of Personal Information shall be undertaken in accordance with the provisions of the Data Protection Agreement found here: <https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-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](#)) .
- 23.8.2 The Parties agree that to the extent that Sage Processes Personal Information for the purposes of accessing the Service to the Multi-Entity Customer Employees, Sage shall Process such Personal Information as a Sub-Operator for and on behalf of the Multi-Entity Customer in accordance with the Data Protection Addendum, and the Data Processing Agreement (found at <https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/>) and Sage's Privacy Notice and Privacy Policy (as amended and updated from time to time found at [Sage cookie policy | Sage South Africa](#)) shall form part of this Agreement.
- 23.8.3 Notwithstanding this clause 23, the Customer owns the Customer Data and has sole responsibility for its legality, reliability, integrity, accuracy and quality and shall also be responsible for its own compliance with applicable data protection and privacy laws.