

Sage Cloud Services Terms of Service (South Africa)

SAGE PAYROLL ADVANCED

This agreement deals with direct (through Sage) and indirect (through a reseller) sales of the service and subscription. Please note clause 14 of this agreement, which deals with specific provisions when purchasing through a reseller.

LAST UPDATE: SEPTEMBER 2026

IMPORTANT NOTICE

- A. YOUR SUBSCRIPTION TO THE SERVICE IS SUBJECT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. THEREFORE, PLEASE SCROLL THROUGH AND READ ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT CAREFULLY BEFORE CONCLUDING THE ACTIVATION PROCESS.
- B. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SAGE FOR YOUR SUBSCRIPTION TO THE SERVICE.
- C. YOU WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDING ANY TERMS AND CONDITIONS IMPOSED BY REQUIRED THIRD-PARTY SERVICE PROVIDERS, BY DOING ONE OR MORE OF THE FOLLOWING (OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO ONE OR MORE OF THE FOLLOWING FOR YOU):
 - (i) CLICKING "I AGREE" OR A SIMILAR AFFIRMATION AS APPLICABLE WHICH APPEARS DURING THE ACTIVATION OF YOUR SUBSCRIPTION, OR
 - (ii) ACCESSING OR USING THE SERVICE, OR
 - (iii) SIGNING A COPY OF THE ORDER FORM. YOUR SUBSCRIPTION TO THIS SERVICE MAY BE SUBJECT TO REQUIRED THIRD-PARTY SERVICE PROVIDER TERMS AND CONDITIONS. SAGE WILL PROVIDE THE LINK TO THE THIRD-PARTY SERVICE PROVIDER TERMS AND CONDITIONS BY SENDING AN EMAIL TO YOUR USER ADDRESS OR BY PUBLISHING A NOTICE ON ITS WEBSITE OR BY OTHERWISE DIRECTING YOU TO THE RELEVANT THIRD-PARTY TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT INCLUDING ANY TERMS AND CONDITIONS IMPOSED BY REQUIRED THIRD-PARTY SERVICE PROVIDERS, EACH IN THEIR ENTIRETY AND WITHOUT MODIFICATION OR ADDITION (UNLESS AGREED OTHERWISE IN WRITING BY SAGE), THEN YOU SHOULD CONTACT SAGE OR THE RESELLER YOU PURCHASED YOUR SUBSCRIPTION FROM AND YOU MUST NOT ACCESS OR USE THE SERVICE IN ANY WAY. AS THIS IS A SUBSCRIPTION AGREEMENT SAGE MAY UPDATE IT AT ANY TIME.
- D. THE MOST RECENT VERSION OF THIS AGREEMENT CAN BE ACCESSED ON THE SAGE WEBSITE FOR THE SUBSCRIPTION SERVICE.
- E. SAGE WILL MAKE REASONABLE EFFORTS TO COMMUNICATE ANY CHANGES TO THIS AGREEMENT BY SENDING AN EMAIL TO YOUR USER ADDRESS OR BY NOTICE ON ITS WEBSITE, BUT IT IS UP TO YOU TO ENSURE THAT YOU REGULARLY CHECK, READ, UNDERSTAND AND AGREE TO THE MOST RECENT VERSION OF THIS AGREEMENT AS YOU WILL BE DEEMED TO ACCEPT ANY SUBSEQUENT AMENDMENTS TO IT IF YOU CONTINUE TO ACCESS AND USE THE SERVICE.

IF YOU ARE AN ACCOUNTANT, RESELLER OR DEVELOPER USING THE SERVICES, THIS AGREEMENT TAKES PRECEDENCE IN RELATION TO YOUR OPERATION AND USE OF THE SERVICES AND APPLIES IN ADDITION TO ANY OTHER TERMS AND CONDITIONS IN PLACE BETWEEN US FROM TIME TO TIME.



1. DEFINITIONS

1.1. In this Agreement, the following words shall have the following meanings:

"Accountant": a professional financial adviser who subscribes to the accountant specific version of the Services, where applicable.

"Affiliate(s)": 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": (where applicable) these terms and conditions, the Service Specific Terms, your Order(s), the Data Protection Agreement, Privacy Notice, and any applicable, exhibits, appendices, annexes and schedules or terms and conditions referred to within any of the aforementioned.

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

"AI System": 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.

"AI Policy": our Acceptable AI Use Policy (including any amendments to it), posted on <https://www.sage.com/en-za/legal/> (or such other URL as we communicate to you), as amended from time to time, containing the requirements and restrictions applicable to the use of AI Systems by you and your Users.

"App": software designed to run on a mobile device which allows you and your Users to access and use the Services in accordance with this Agreement, where we make such an App available to you.

"Business Day": a day other than a Saturday, Sunday or public holiday in South Africa when banks in South Africa are open for business.

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

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

"Data Protection Laws": has the meaning as set out in the Data Protection Agreement.

"Effective Date": the date you accept this Agreement in one of the ways set out above.

"Force Majeure": an act of God (e.g., a natural disaster or epidemic) or another event beyond the 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). For the purposes of this Agreement, a cyber-attack or breach of cyber security is beyond our reasonable control, subject to us being able to demonstrate that we acted in accordance with what would be reasonably

considered to be good practice by a business accountancy and payroll software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security.

“Free Trial”: access to the Services, free of charge, for a limited or short-term period as set out in our marketing and sales material.

“Generative AI”: an AI System capable of generating content (such as text, code, images, videos and audio).

“Insolvency Event”: a winding up petition in bankruptcy or another proceeding relating to insolvency (within the meaning of Section 123 Insolvency Act 1986), receivership, liquidation or assignment for the benefit of creditors.

“Intellectual Property Rights”: rights recognised by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), mask work rights, trade secret rights, trademarks, service marks, domain name rights, database rights, know-how, rights in confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Order”: an ordering document (such as an order confirmation form, order schedule or invoice) between us for your subscription to the Services and such order shall be deemed to be part of the Agreement and deemed accepted by your duly authorised representative.

“Personal Data”: shall have the meaning as set out in the Data Protection Agreement.

“Privacy Notice”: the privacy notice posted on <https://www.sage.com/en-gb/legal/privacy-and-cookies/> (or such other URL as notified to you) as amended from time to time.

“Promotional Price”: a reduction in the recommended retail price for the Services for a limited period as set out in our marketing and sales material. The term “Promotional Prices” shall be construed accordingly.

“Reseller”: an authorised Sage reseller through which you purchase a subscription to the Services.

“Sage”: The Sage Group plc or its Affiliates.

“Sage Data”: (a) the information in an 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 AI Input Data); and (ii) AI-Generated Outputs.

“Services”: the products and services provided by us to you under this Agreement or otherwise, including any associated offline or mobile components, Updates and (whether optional or mandatory) any add-ons, modules, features or functionality that work with the products or services, including any AI Systems, but excluding all Third- Party Services.

“Service Specific Terms”: any service specific or special terms that you accept in addition to these terms.

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

“Third-Party Service(s)”: any product (e.g. software of any kind, cloud services, or forms), tool (e.g. integration or development tools) or service (e.g. implementation, configuration, development or accounting), including any such tool, product or service that is, employs or makes use of an AI System, provided to you under a separate agreement or terms and conditions by a party other than Sage (a **“Third-Party Service Provider”**).

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

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

“User(s)”: a named 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.

“we”, “us”, “our”: Sage South Africa (Pty) Ltd a company incorporated in South Africa (company registration number 2003/015693/07,) whose registered office is at 6th Floor Gateway West, 22 Magwa Cres, Waterval 5-Ir, Midrand, 2066, or such other entity as may be identified in the invoices which are issued to you with respect to your use of the Services, in which case your contracting entity shall be the entity identified in your invoices unless and until specified otherwise by Sage.

“you” or “your”: both you and any company or other legal entity that you are authorised to represent (and to the extent appropriate any Affiliates) that accepts this Agreement.

2. FEES AND PAYMENT

- 2.1. **Fees.** You must pay all fees due for the Services as set out in the Order provided to you or as otherwise notified to you. Payment is due on date of invoice.
- 2.2. **Payment Options.** All monthly subscriptions will require a recurring payment method in the form of a signed debit order mandate or credit card. All annual subscriptions will require a recurring payment method in the form of an EFT.
- 2.3. **Late Payment and Non-Payment.** If we do not receive any fees you owe us by the due date, those fees shall accrue interest at the lower of: (i) 1.5% of the outstanding balance per month; and (ii) the maximum rate permitted by law. Non-payment of any fees for the Services (whether owed to Sage, an Accountant, Reseller or any other third party in connection with the Services) or of any other amounts owed by you to us is a material breach of this Agreement. Failure to make timely payment will result in the suspension of your access to the Service as detailed below.
- 2.4. **Suspension for non-payment.** If any subscription fees or any other fees owing by you under this Agreement to us or the Reseller (in the event the Service is purchased via a Reseller) (or any other amount which is owing by you under any other agreement for Sage services) is thirty (30) or more days overdue, we may, without limiting our other rights and remedies under this Agreement, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable and/or suspend your access to the Service until such amounts are paid in full.
- 2.5. **Changes to Fees.** From time to time, we may change our fees. Unless otherwise set forth in the Service Specific Terms, changes to your fees shall be as follows: for monthly subscriptions, fees changes will be implemented from the first of January while annual subscriptions will be implemented at renewal. you will be notified at least thirty (30) days in advance before we apply any fee changes to your Services and such fee change will take effect from your next payment date after the notice period has ended. All payment obligations are non-cancellable and non-refundable. 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.
- 2.6. **Changing Plans and Exceeding Plan Limits.** From time to time, where applicable. we may make available to you different charging plans in respect of the Services (**“Service Plan”**). If you choose to move up or down a Service Plan, then additional fees may be payable as specified by us from time to time. If you exceed any volume limitations set out within your then-current Service Plan, then we may at our discretion: (i) decide to upgrade you from one Service Plan to another Service Plan and additional fees may be payable; or (ii) we may invoice you for such additional volume in each case on a pro-rated basis for the first date of such excess volume through to the end of the subscription term. We



will notify you of such upgrade either within the Services or by sending you an email. Any change in your Service Plan may waive your entitlement to a Free Trial or Promotional Price.

- 2.7. **Billing and Contact Information.** You agree to provide us with complete and accurate billing and contact information for your account with us and shall promptly notify us of any change to this information.
- 2.8. **Taxes.** All fees and other charges are exclusive of taxes, levies, and duties. Where applicable and unless you provide us with a valid tax exemption certificate in a timely manner, any taxes, with the exclusion of taxes on our net income, will either be added to the value of our fees or will be included in the value of our fees on our invoice to you, and you shall be responsible for their payment to us.
- 2.9. **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. USAGE RIGHTS

- 3.1. **Free Trials and Promotional Prices.** We may at our sole discretion offer Free Trials and/or Promotional Prices. We may withdraw or modify the same without prior notice and with no liability to you. Unless otherwise specified, you may only redeem any Free Trial and Promotional Price offers once, and they cannot be used with any other promotions or offers with respect to the Services. At the end of the relevant Free Trial or Promotional Price, you will automatically be charged for the Services.
- 3.2. **Access to the Services.** Subject to the terms and conditions of this Agreement and your payment of all applicable fees (except with respect to a Free Trial, where applicable), we hereby grant you a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted under this Agreement) right to permit Users to access and use the Services and Documentation for the term of this Agreement, solely for your internal business purposes.
- 3.3. **User Subscriptions.** Unless notified to you, Services are purchased as time-based subscriptions. Each User must have a valid subscription for the Services on a named basis only and can't be shared with others. You can reassign subscriptions to new named Users from Users who cease using the Services. We may monitor your use of the Services to verify compliance with any subscription limits and this Agreement.
- 3.4. **Changing Service Tiers.** We may make available for purchase different tiers of the Service from time to time, as detailed on our websites, the Documentation or otherwise notified by us from time to time ("**Service Tiers**"). If you wish to move up or down the Service Tiers, Sage shall have sole discretion as to whether you may do so, for which additional fees may be payable as specified by Sage from time to time. Without prejudice to the foregoing, you must comply with such processes for moving up or down Service Tiers as Sage may notify to you from time to time, and by changing Service Tiers you may waive your entitlement to a Free Trial or Promotional Price. We may at our discretion decide to upgrade you from one Service Tier to another Service Tier, provided that we will give you not less than thirty (30) days' notice in advance of any changes to the applicable charges for such Service Tier, either within the Service or by sending you an email.
- 3.5. **Your Responsibilities.** You must use the Services only in accordance with this Agreement and the Documentation. You are responsible for: (i) keeping secure and confidential (and ensuring that your Users keep secure and confidential) any User access credentials; (ii) setting up appropriate internal roles, permissions, policies and procedures for Services to



be used safely and securely; (iii) the activity of your Users in the Services; (iv) your Users' compliance with this Agreement; (v) the accuracy, quality, reliability, and legality of Customer Data and the means by which you acquire Customer Data and input it into the Services or otherwise make that Customer Data available to Sage or any Third-Party Provider in the context of the Services; and (vi) ensuring that all access to and use of the Services (including any AI Systems) by you and your Users complies with this Agreement, the Documentation and the AI Policy, which we may update at any time and which you and your Users accept by continuing to access or use the Services (or any AI Systems) following any such update; and you shall be responsible for any breach of the AI Policy by any User. You must notify us promptly if you become aware, or reasonably suspect, that your or your Users' account security is compromised.

- 3.6. **Restrictions.** Except as expressly authorised by us prior to each instance, you shall not: (i) share human user credentials with any third party, third party system or any AI System acting on your or any User's behalf or at their direction, without Sage's prior written authorisation, provided that we may, at our sole discretion, permit an AI System to access and interact with the Services using separate credentials issued or approved by us and designated for use by a single AI System, and any access to or interaction with the Services by or on behalf of an AI System must be made only using such credentials; (ii) use the Services and/or Documentation to provide services to any third party, use the Services as a service bureau provided that you may use the software to provide services to your clients or otherwise violate or circumvent any use limitations or restrictions we have communicated to you; (iii) derive the source code or use tools to observe the internal operation of, or scan, probe or penetrate, the Services; (iv) unless expressly permitted by this Agreement, copy, modify, duplicate or create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Documentation (as applicable) in any form or by any means; (v) remove any proprietary markings or notices from the Services or Documentation; (vi) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation or to benchmark with a non-Sage product or service; (vii) subject to clause 13.4, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Users; or (viii) use or access the Services: (a) to send spam, duplicative, or unsolicited messages in violation of applicable laws or regulations; (b) to store sensitive data such as financial information, social security numbers outside of the designated fields; (c) to send, store, or otherwise provide material that violates the rights of a third party; (d) to send, store or otherwise provide material containing viruses, worms, Trojan horses or other harmful computer code; or (e) for any other illegal, discriminatory or unlawful purpose; or (ix) access or interact with the Services, or permit any third party (including any Third-Party Provider) to access or interact with the Services, by means of any AI System or by means of any robot, bot, spider, crawler, script, screen-scraping, web-scraping or data-scraping tool or any other automated or manual data-extraction technique, in each case where such access, interaction or extraction is used to, or would reasonably be expected to, scrape, harvest, extract or otherwise obtain Customer Data, AI Data, Sage Data or any other data or content from the Services in a manner that results in, or creates a risk of, the leakage, exfiltration or unauthorised extraction of such data from the Services. You may not knowingly facilitate a third party or third party technology in any of the foregoing activities. If you breach the provisions of this Agreement, or your use of the Services interferes with or disrupts the security, availability or performance of the Services, we reserve the right to immediately modify or temporarily restrict or suspend your access to all or part of the Services or any Third-Party Service without notice or liability to you.
- 3.7. **Using an App with the Services.** We may at our sole discretion make available to you an App which will allow you to access the Services. Your access to and use of such App is subject to this Agreement and any supplementary terms



governing the use of the App. We will give you reasonable notice in the event we introduce a charge for use of the App. You and/or your Users continued use of the App after such notice shall constitute your deemed acceptance of such charges.

- 3.8. **Accountants Access to the Services.** Where applicable and subject to your permission, the Services may allow an Accountant to link to your account for the purposes of inputting, transferring and analysing data and documents on your behalf and for making the Services available to you. You are responsible for working with your Accountant to set and manage access rights that your Accountant has over your account. Accordingly, we have no control over such access rights and, therefore, we are not liable for any loss or damage or other liability that you may suffer due to any act, omission or failure of your Accountant. If your Accountant suffers an Insolvency Event, or they are in breach of this Agreement or any agreement they hold with Sage relating to the Services, we may restrict or suspend your access to any aspect of the Services and/or delink your account from your Accountant. Where we have agreed in advance that your Accountant will pay your fees for the Services then: (i) payment of such fees by you to your Accountant shall constitute valid payment for the purposes of this Agreement; and (ii) you must inform your Accountant if you want to terminate this Agreement, and we will only act on your Accountant's instructions in relation to the administration of your account.
- 3.9. **Service Specific Terms.** Your use of the Services may be subject to additional Service Specific Terms which will be set out on your Order or made available to you. Click here to see a list of some of our additional terms <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/>.

4. AVAILABILITY AND SUPPORT

- 4.1. **Availability.** We will use reasonable commercial endeavours to maintain availability of the Services 24 hours a day, seven days per week, except for: (i) planned maintenance; (ii) Force Majeure events; and (iii) any unavailability that is necessary to protect us, you, Users or our subcontractors (we will try to notify you of any such unavailability). We will endeavour to schedule planned maintenance affecting the availability of the Services at non-peak times, and you will receive reasonable advance notice of such planned maintenance, which may be posted within the Services. Despite the foregoing, we may at any time suspend without notice your or your Users' access to or use of the Services for the purpose of enabling us to carry out essential or emergency maintenance.
- 4.2. **Technical Support.** Where we provide you with training services then your Users who have undergone training for use of the Services will receive technical support for the Services and/or upgraded support (if purchased). Where we don't provide you with training services then technical support may, at our discretion, include online help, FAQs, training guides and templates and the use of email, chat or live help.
- 4.3. **Maintenance.** We may release Updates for the Services at our discretion. We will try and notify you when we are going to provide such Updates.

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 in any AI-Generated Outputs. You are solely responsible for your AI-Generated Outputs. You are solely responsible for your 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 worldwide, royalty-free, non-exclusive and sublicensable right to host, process, copy, transmit, store, analyse, sublicense, display, transform, reduce to mathematical form, reformat, combine with Training Data, create derivative works from and use the Customer Data (including the AI Generated Outputs) solely to the extent necessary to : (i) carry out research and development to improve our, and our Affiliates', services, products and applications; (ii) develop and provide new and existing functionality and services (including to develop, improve, refine, integrate and make available AI Systems, relating to the digitisation and automation of business processes and other commercially reasonable purposes) to you, to Users, to Sage's customers generally or to any other individual or entity using Sage's products or services; (iii) provide, administer and ensure the proper operation of the Services and related systems (including any AI systems and Third-Party AI Tools); and (iv) perform our rights and obligations under this Agreement.
- 5.5. **Usage 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.
- 5.6. **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.
- 5.7. **Data privacy.** Each party will comply with the Data Protection Agreement, and references in the Data Protection 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 Protection Agreement. Further information on how Sage uses Personal Data is provided in Sage's Privacy Notice.

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; (v) information that was authorised for release in writing by the Discloser; and (vi) in the case of you, the AI Data.



- 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 injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.
- 6.6. **Other rights:** This clause 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 the Services may integrate with, Third-Party Services offered by Third-Party 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 Third-Party Provider, irrespective of whether it is: (i) described as "authorised," "certified", "recommended" or the like; or (ii) included in your Order or the Services. For the avoidance of doubt, the foregoing includes any AI System employed, used by or forming part of a Third-Party Service provided by a Third-Party Provider. 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 the 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 any such Third-Party Providers.
- 7.2. **Disclaimer:** We have no obligation to make available or provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Services with any Third-Party Services. If the Third-Party Services cease to be made available for interoperation with any feature of the Services, we may cease providing such feature without providing you with any refund, credit or other compensation.
- 7.3. **Data Sharing.**
- 7.3.1. 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 authorised to provide the Customer Data as requested by the Third-Party Provider.



7.3.2. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by you.

7.4. Restrictions on Transmission of AI Data and Sage Data

7.4.1. 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 (other than Customer 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 Services and any Sage-approved transport mechanisms.

8. OPEN-SOURCE COMPONENTS

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

8.2. 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**”).

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

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

8.3.2. 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

8.3.3. 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.

8.4. Clauses 11 and 12 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 out of the use of such an OSS Component.

9. TERM AND TERMINATION

9.1. **Fixed Term Subscription.** Where there is a fixed term subscription period for the Services specified within your Order (and unless set out otherwise in any Service Specific Terms), then this Agreement commences on the Effective Date and continues for such subscription period (“**Fixed Term Subscription**”). All Fixed Term Subscriptions will automatically renew for additional fixed term subscription periods as set forth in any renewal Order, unless either party gives the other party written notice of non-renewal at least thirty (30) days prior to the end of the relevant Fixed Term Subscription. If you are a direct customer of ours, we will use commercially reasonable efforts to notify you of your



upcoming renewal prior to such renewal. This Agreement will remain in effect during any Fixed Term Subscription until all User subscriptions have expired or the Agreement has been terminated in accordance with this Agreement.

- 9.2. **All Other Subscriptions.** Where there is no fixed term subscription period for the Services specified within your Order (and unless set out otherwise in any applicable Service Specific Term), then this Agreement commences on the Effective Date and continues until: (i) it is terminated for convenience at any time by either party giving the other party thirty (30) days written notice of termination; or (ii) it is terminated in accordance with this Agreement.
- 9.3. **Termination.** Either party may terminate the Agreement: (i) in accordance with clause 9.1 (where you have a Fixed Term Subscription to the Services); (ii) clause 9.2 (where you do not have a Fixed Term Subscription to the Services); (iii) immediately if the other party commits a material breach of any term of this Agreement and such breach is not capable of remedy or the other party fails to remedy such breach within thirty (30) days of being notified in writing to do so; or (iv) immediately upon written notice to the other party if the other party becomes the subject of an Insolvency Event. If you or your Users 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. We may terminate this Agreement immediately upon written notice to you in the event there is a change in Control that results in you being acquired by, or being an Affiliate of, any of our direct competitors.
- 9.4. **Effect of Termination.** On expiration or termination of this Agreement for any reason: (i) all applicable User licences and other rights granted to you shall 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) we will not be obligated to refund any prepaid and unused fees; and (iv) subject to clause 9.5 below, the Recipient shall, at the request of the Discloser, delete the Discloser's Confidential Information in its possession or control. Notwithstanding the foregoing, the Recipient may retain the Discloser's Confidential Information:
- 9.4.1 to the extent required by law or governmental authority; or
- 9.4.2 that is automatically stored in accordance with the Recipient's generally applicable back-up policies ("Back-up Media"). All Back-up Media shall remain subject to the confidentiality obligations set out in this Agreement, despite the expiration or termination of this Agreement, so long as it remains undeleted.
- 9.5. **Access to Customer Data.**
- 9.5.1. Subject to clause 9.6,
- a. Customer Data may be exported at any time during the term of this Agreement.
 - b. 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.
 - c. After such six (6) month period has expired, we may delete all Customer Data and will not make it available to you.
 - d. Should you require longer storage of Customer Data, paid archival services may be available.
 - e. Please see the Data Processing Agreement and the Privacy Notice for further details of data retention.

9.6. Notwithstanding clause 9.5.1 (a):



- a. AI Data does not form part of any Customer Data export under clause 9.5.1 (a) and cannot be exported or returned to you;
- b. 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; and
- c. AI Data is not subject to deletion requests under clauses 9.4(iv) and 9.5.1(c);
- d. 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 9.6.
- e. Survival - Clause 1, 5, 8, 10, 11, 12 and 13 will survive any expiration or termination of the Agreement.

10. REPRESENTATIONS AND WARRANTY DISCLAIMER

- 10.1. Authority. Each party represents to the other that it has the authority to enter into this Agreement and associated Order forms, to carry out its obligations under it and to give the rights and licences granted under this Agreement.
- 10.2. WARRANTY DISCLAIMER. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.

11. INDEMNIFICATION

11.1. Our Indemnification. Subject to clause 14.1.:

- a. and subject to paragraph (b) below, 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 infringes the Intellectual Property Rights of a third party; and
- 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 use of the Services after notice of the alleged or actual infringement from Sage or any appropriate authority; or (v) your use of any AI-Generated Outputs (including derivatives of such AI-Generated Outputs); or (vi) your use of any Generative AI Systems Sage makes available to you as part of the Services.

11.2. Replacement option: Subject to clause 11.6, if any part of the Services infringe, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Services; (ii) replace or modify such Services so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate this Agreement and refund to you a pro-rata portion of any prepaid and unused fees for the Services covering the period following the effective date of termination.

11.3. Indemnification by You. Subject to clause 12.1, 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 in respect of AI Input Data; (iii) you or your Users' breach of any of your obligations under this Agreement including a claim alleging that: (a) your collection, retention or use of Customer Data (including AI Input 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. Indemnification Procedure. In the event of a potential indemnity obligation under this clause 11, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim; and (ii) control of, and reasonable assistance in, the defence and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

11.4. Without prejudice to the foregoing, clause 11.3(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, the indemnity at clause 11.3(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.

- 11.5. **Indemnification Procedure.** In the event of a potential indemnity obligation under this clause 11, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim; and (ii) control of, and reasonable assistance in, the defence and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.
- 11.6. **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 clause 11.

12. LIMITATION OF LIABILITY

- 12.1. **General Liability.** OTHER THAN: (I) YOUR OBLIGATIONS TO PAY FEES AS SET OUT IN THIS Agreement; AND (II) THE INDEMNIFICATION OBLIGATIONS OF EACH PARTY UNDER CLAUSE 11, 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
- 12.2. **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.
- 12.3. **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 11.
- 12.4. **Scope.** The exclusions and limitations set out in this clause 12 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.

13. GENERAL PROVISIONS

13.1. 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.

13.2. 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.

13.3. AUTO UPDATES

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

- 13.3.1. connect to Sage or service provider computer systems over the Internet;
- 13.3.2. use Internet protocols to recover standard computer information in order to determine whether Maintenance is required; and
- 13.3.3. automatically download and install or prompt the End-User to download and/or install, current Maintenance.
- 13.3.4. By using the Service initially, the End-User consents to the transmission of standard computer information and the automatic downloading and installation of Maintenance.

13.4. 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.

13.5. DISPUTE RESOLUTION

- 13.5.1. 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 13.5.1(a) and 13.5.1(b), either party is free to pursue alternative remedies in accordance with clause 13.8.
- 13.5.2. 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 13.5.1, 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.

13.6. 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.

13.7. FORCE MAJEURE

- 13.7.1. 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.
- 13.7.2. For the purposes of this Agreement, a cyber-attack or breach of cyber security shall be regarded as beyond Sage's reasonable control, subject to Sage being able to demonstrate that it acted in accordance with what would reasonably be considered good practice by a business accounting and payroll software provider of equivalent size and standing in taking steps to prevent such an attack or breach of security.
- 13.7.3. 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.

13.8. GOVERNING LAW AND JURISDICTION

- 13.8.1. 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.
- 13.8.2. Subject to the provisions of clause 13.5, 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.

13.9. 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.

13.10. 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.

13.11. **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.

13.12. **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.

13.13. **NO PUBLICITY**

- 13.13.1. 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.
- 13.13.2. If at any time the End-User does not wish Sage to use its name or logo in the manner described in clause 13.13.1, 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.

13.14. **NOTICES AND ELECTRONIC COMMUNICATIONS**

- 13.14.1. 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).
- 13.14.2. 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.

13.14.3. 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.

13.15. ORDER OF PRECEDENCE

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

13.16. 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.

13.17. 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.

13.18. 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.

13.19. 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.

13.20. 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.

13.21. VARIATION

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



13.22. **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.

14. **PURCHASING THROUGH A RESELLER**

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

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

14.2. Installation and implementation services

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

14.3. Change of Reseller

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

14.3.2. 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.

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

15. INCOME AND EMPLOYMENT VERIFICATION SERVICE

15.1. Definitions:

- a. **"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.
- b. **"Authorisation"** means the explicit instruction or consent provided by an Employee to enable Sage to share Employee Records with a Third-Party Provider.
- c. **"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).
- d. **"Customer Data"** means data, information or material the Customer (or its Personnel) provide, input, process or submit into the Software and/or Service.
- e. **"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 Agreement for the purposes of providing the Income and Employment Verification Service.
- f. **"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.
- g. **"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.
- h. **"Employee[s]"** means collectively workers, employees and/or directors of (i) a Customer, (ii) a Multi-Entity Customer; or (iii) any Multi-Entity Beneficiaries.
- i. **"Employee Records"** means specific employment and income verification information relating to a Customer Employee or Multi-Entity Beneficiary Employee.
- j. **"Employee Personal Information"** means personal data relating to a Customer Employee or Multi-Entity Beneficiary Employee.
- k. **"Income and Employment Verification"** means the process of confirming an individual's current or past employment status, job title, tenure, and salary information.
- l. **"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).
- m. **"Multi-Entity Beneficiary"** means a third-party entity which obtains services from a Multi-Entity Customer.

- n. **"Multi-Entity Beneficiary Employee"** means an individual employed by a Multi-Entity Beneficiary 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.
- o. **"Multi-Entity Beneficiary's Employee Personal Information"** means personal data relating to a Multi-Entity Beneficiary Employee.
- p. **"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.
- q. **"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.
- r. In this Agreement, terms used that have meanings ascribed to them in the Data Protection Agreement 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.

- 15.2. Where the Customer opts in for this Service, Sage will make the Service available to the Customer.
- 15.3. The Customer hereby authorises Sage to process, transfer and store Customer Personal Information including but not limited to Customer's or Multi-Entity Beneficiary's payroll data and Customer's or applicable Multi-Entity Beneficiary's Employee Personal Information in accordance with the Data Protection Agreement 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.
- 15.4. For the purpose of clause 15.3 above, the Customer confirms on its own behalf and on behalf of any Multi-Entity Beneficiary that there is a lawful basis or Employee consent to share the applicable Employee Records with a Third Party Provider to enable the release of Employee Personal Information to the Third-Party Provider to perform the Income and Employment Verification Service.
- 15.5. The Customer acknowledges (on its own behalf and on behalf of any Multi-Entity Beneficiary) that Sage may obtain valuable consideration from Third Party Providers in connection with any Service.
- 15.6. The Customer shall defend, indemnify and hold Sage, the Sage Affiliates, and their officers, directors, agents and Employees, harmless from any costs (including reasonable legal fees, costs and expenses), loss, damage or liability resulting from any violation of Employees' data subject rights as defined under applicable Data Protection Laws.
- 15.7. Data protection and privacy
 - 15.7.1. It is acknowledge by the parties that the Processing of Personal Information shall be undertaken in accordance with the provisions of the Data Protection Agreement found here: <https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-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) .

- 15.7.2. The Parties agree that to the extent that Sage Processes Personal Information for the purposes of accessing the Service to the Multi-Entity Customer Employees, Sage shall Process such Personal Information as a Sub-Operator for and on behalf of the Multi-Entity Customer in accordance with the Data Protection Agreement, 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.
- 15.7.3. Notwithstanding this clause 15, 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.