

PROFESSIONAL SERVICES AGREEMENT

Last updated July 2020

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made on date of signature of the applicable Order.

WHEREAS

Sage is in the business of providing software and solutions, including without limitation, Enterprise Resource Planning (ERP), Customer Relationship Management (CRM), Payroll and Human Resources (HR) to Accounting Practice Management software.

Pursuant to the License Agreement, Customer purchased from Sage, certain Software/product solution/s and now wishes to engage Sage to perform the Services as set out in the respective Statement of Work and Sage agrees to provide the same subject to the terms and conditions herein.

IT IS HEREBY AGREED

1. Commencement and Duration

- 1.1 This Agreement shall commence on the Commencement Date and shall continue in full force and effect until it is terminated in accordance with the provisions of this Agreement
- 1.2 For the avoidance of doubt, a Statement of Work will continue until the end of the relevant Service Period, or upon complete delivery of the Services, whichever is the earlier. The termination or expiration of a Statement of Work will not affect any other Statement of Work, or the Agreement, which may be in force at the same time as this Agreement. Notwithstanding the foregoing, the Parties agree that in the event of a termination of this Agreement, all relevant Statements of Work that has been executed shall continue until the end of its Service Period, unless otherwise determined by the Parties in writing.

2. Services

- 2.1 The Parties shall execute a Statement of Work detailing the scope of the Services and the Fees payable for the Services in the form and/or format as set out in Exhibit A or the applicable Order hereto for the provision of the Services. Each Statement of Work executed shall be incorporated herein by reference and form part of this Agreement.
- 2.2 Any changes to the obligations of either Party or to any other aspect of a Statement of Work will require a written change order signed by both parties that describes the changes and any related cost adjustments. For the avoidance of doubt, Sage reserves the right to reject the if such changes requested are, in Sage’s sole opinion, unreasonable or could risk possible damage to the Customer’s environment (for example, the Customer’s IT operating environment or security environment).
- 2.3 The Services shall be provided between 0900 and 1700 hours, Mondays to Fridays, excluding public and bank holidays gazetted by the government. Notwithstanding the foregoing, Sage may provide the Services in addition to or outside these hours upon the Customer’s request, subject to additional Fees as may be determined by Sage in its sole discretion.

3. Customer Responsibilities

- 3.1 The Customer acknowledge that the provision of the Services by Sage may be contingent upon: (a) the assumptions as set out in the respective Statement of Work; and (b) the conduct of the Customer and its Representative. Accordingly, to enable Sage to be able to fully discharge its obligations under this Agreement the Customer agrees that it shall:
 - 3.1.1 fully cooperate with Sage and make available to Sage without costs, any reasonable information and/or facilities requested by Sage;
 - 3.1.2 implement effective project management and apply sufficient technical and managerial resources;
 - 3.1.3 remain responsible for the overall management and conduct of their Representatives’
- 3.2 In addition to the above obligations, the Customer warrants:
 - 3.2.1 that all times during the Term of this Agreement, it has all the requisite power and authority and holds all licenses, permits, certificate, approvals and other required authorisation from governmental authorities (if necessary), to enable Sage to carry out its obligations under this Agreement;
 - 3.2.2 that it has undertaken all necessary actions to ensure that the execution, delivery and performances of the Agreement is duly authorised, and the Agreement constitutes a legal, valid and binding contract, enforceable by courts of competent jurisdiction; and

3.2.3 that it shall perform due and timely payments to Sage in accordance with the payment terms set out in Clause 5 and the respective Statement of Work.

4. Sage Responsibilities

4.1 Subject to payment by the Customer of the Fees, Sage shall provide the Service to the Customer in accordance with the terms in this Agreement and the relevant Statement of Work.

5. Fees and Payment Terms

5.1 The Customer shall pay the Fees in accordance with the timeline specified in the relevant Statement of Work or if not so specified, prior to the delivery of the Services. For the avoidance of doubt, and provided such revision does not affect the Fees of the Services agreed in writing under relevant Statement of Work that has been executed, Sage reserves the right to adjust its pricing from time to time and is not under the obligation to provide the same Services at the same rate set out in any earlier Statement of Work executed between the Parties.

5.2 The Fees indicated in the relevant Statement of Work shall be exclusive of all taxes and duties (GST, VAT or other applicable sales or withholding tax). Any taxes payable shall be set out in the relevant tax invoice issued to the Customer and the Customer agrees to pay all applicable taxes at the then prevailing rate.

5.3 All amounts due under this Agreement shall be paid in full without any deduction, set-off, or withholding (other than as required by law) and neither party shall be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part. If the Customer is required by law to make any withholding or deduction from the Fees, the Customer shall pay the full amount of the Fees to Sage, and Sage shall pay the amount of any such withholding or deduction to the appropriate authority.

5.4 Notwithstanding any other provisions to the contrary, Sage shall be under no obligation to perform the Services and may suspend its performance of the Service if, and for so long as: (a) the Customer fails to pay the Fees or any part of it when the Fees are due in accordance with this Agreement; and (b) the Customer fails to pay any other fees due and payable to Sage under any other agreements entered into between Sage and the Customer (for example, fees owed under any License Agreement).

5.5 Without prejudice to clause 5.5 above, and any other remedies available to Sage at law or in equity, if the Customer fails to pay any amount due under this Agreement by the date set out in the invoice, Sage shall be entitled to charge interest at the rate of 2% per annum above the prevailing Lloyds Bank's base rate, which interest shall be accrued from the due date until the actual date of payment. For the avoidance of doubt, for so long as the Fees are not paid in full, interest shall continue accruing before as well as after judgment.

6. Cancellation of Services

6.1 If the Customer wishes to terminate this Agreement and/or cancel the delivery of the Services (or any part of them) under the relevant Statement of Work, the Customer must inform Sage in writing. If Sage agrees to cancellation of the Services (or any part of them), it reserves the right to charge, and the Customer agrees to pay, the cancellation charges set out below:

Notice Period	Cancellation Fees Payable
15 Business Days or more prior to commencement of Service Period	Out-of-Pocket Expenses and Material Fees Only (if applicable)
Between 8 and 15 Business Days prior to the commencement of the Service Period	50% of the Service Fees and any Out-of-Pocket Expenses and Material Fees.
Less than 7 Business Days prior to the commencement of the Service Period	100% of the Service Fees and any Out-of-Pocket Expenses and Material Fees.

For the avoidance of doubt, any Out-of-Pocket Expenses and Material Fees payable in the event of cancellation shall be charged on an as-incurred basis only.

6.2 In the event the Customer wishes to terminate this Agreement, and/or any relevant Statement of Work during the course of each Service Period, the Customer agrees that the Cancellation Fees amounting to 100% of the Fees may apply.

6.3 The Parties agree that the Cancellation Fees represent a genuine pre-estimate of the loss that Sage would suffer if the delivery of the Services (or the applicable part of the Services as the case may be) were cancelled.

6.4 If Sage wishes to postpone the delivery of any part of the Services, it will endeavour to provide the Customer with at least seven (7) days' written notice. The Parties agree that other than any Out of Pocket Expenses and Material Fees incurred, Cancellation Fees shall not apply for the postponement of the Services.

6.5 The provisions in this clause 6 are without prejudice to any other rights or remedies Sage may have under this Agreement.

7. Termination

7.1 Subject to the Services being provided until the end of a Service Period in any extant Statement of Work, a Party may terminate this Agreement *without cause* by providing the other party with at least thirty (30) days' written notice.

7.2 Without prejudice to its other rights or remedies, a party may terminate this Agreement immediately by written notice to the other if:

7.2.1 the other party is in material breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other party shall have failed to remedy that breach within thirty (30) days (or such other period as is agreed between the parties) after receiving written notice requiring it to remedy that breach; or

7.2.2 the other party experiences an Insolvency Event.

7.3 For the purpose of this Agreement, the Customer shall be deemed to be in material breach of this Agreement if: (a) it is in breach of the applicable License Agreement; (b) it fails to pay the Fees; or (c) is in breach of its confidentiality obligations under this Agreement and/or such other agreements entered into with Sage.

8. Consequences of Termination

8.1 If Sage terminates this Agreement in accordance with clauses 7.2, then all rights granted to the Customer under this Agreement (or the relevant License Agreement) shall immediately cease and the Customer shall:

8.1.1 immediately pay all sums due to Sage under this Agreement (and the relevant License Agreement); and

8.1.2 within 10 Business Days of the termination, and at Sage's option, destroy or return to Sage, all copies of the Confidential Information, Software and any Deliverables in your possession and control, and in the case of destruction, certify to Sage that the Customer have done so.

8.1.3 Any termination of this Agreement shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

9. Intellectual Property Rights

9.1 All Intellectual Property Rights in the Software and/or Deliverables shall belong to Sage and/or its licensors absolutely and the Customer acquires no rights in or to the Software other than the expressed right to use it in accordance with the terms of the License Agreement. Sage hereby grants the Customer a non-exclusive, non-transferable, revocable license to use the Deliverables to the extent necessary to enjoy the benefit of the Services as envisaged by this Agreement and as detailed in the Statement of Work with the effect that a reference in the License Agreement to the Software shall be deemed also to be a reference to any Deliverables. Such license shall be for the duration of the rights granted under the applicable License Agreement.

9.2 For the avoidance of doubt, any supply of the Software or third-party software (including the use of such Software or Third-Party Software) shall be subject to the terms of the relevant Sage (or the third party's as the case may be) License Agreement.

10. Limited Warranties

10.1 Sage warrants that:

10.1.1 its personnel performing the Services have the necessary skill and experience to perform the Service; and

10.1.2 it shall perform the Services with reasonable skill and care.

10.2 If Sage breaches the warranty given under clause 9.1 above, Sage will, at its own cost, provide replacement Services to remedy the breach within a reasonable period of time of the Customer notifying Sage of the breach and this will be the Customer's sole remedy for a breach by Sage of clause 9.1.

10.3 Other than any limited express warranties set forth in this Agreement or the relevant License Agreement, and to the maximum extent permitted by law, Sage makes no representation and grants no warranties (express or implied, written or oral) whether by operation of law or otherwise, including any warranties with respect to the Software and or any Services, information, or materials provided by Sage to the Customer as part of or under this Agreement, or on any web site providing or containing any of the foregoing (collectively, "Sage Materials"). Except for the limited warranty (if any) and to the maximum extent permitted by applicable law, Sage provides the Sage Materials on an "AS IS" and "AS AVAILABLE" basis and the entire risk as to merchantability, satisfactory quality, fitness for purposes, performance, accuracy and effort is with the Customer. Sage hereby disclaims all warranties, conditions, or duties of every

nature whatsoever (except any duties of good faith), including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, any other implied warranties, and any statutory or express warranties (other than any limited warranty), and any other warranties or duties, including but not limited to any regarding accuracy, completeness, timeliness, performance, durability, workmanlike effort, lack of negligence or viruses or interrupted service, or arising from usage of trade, course of dealing or course of performance. Further, there is no warranty of title, enjoyment, or lack of infringement, or that the provision or operation of any Sage Materials will be timely or uninterrupted.

11. Limitation and Exclusion of Liability

11.1 Neither party excludes or limits its liability for:

11.1.1 fraud (including fraudulent misrepresentation);

11.1.2 death or personal injury arising from its negligence or the negligence of its employees, agents or subcontractors; or

11.1.3 any other matter which may not be excluded by law.

11.2 Subject to clause 10.1 above, neither Party shall be liable to the other for:

11.2.1 loss of profits and/or anticipated profit;

11.2.2 loss of revenues, contracts and/or business;

11.2.3 loss of savings and/or anticipating savings;

11.2.4 business interruptions;

11.2.5 loss of goodwill, loss of reputation and/or similar losses;

11.2.6 loss of or corruption to data, (in each case whether arising directly or indirectly and whether it is known, foreseen or foreseeable);

11.2.7 indirect, incidental, special, punitive or consequential loss or damage.

11.3 Subject to clauses 10.1 and 10.2 above, the liability of either party to the other under or in connection with this Agreement, whether arising from tortious act or omission including negligence, breach of contract, any indemnity or otherwise, shall not exceed 100% of the Service Fees.

11.4 Subject to clause 10.1, neither party may bring an action against the other under or in connection with this Agreement (whether for tortious act or omission including negligence, breach of contract, misrepresentation, under any indemnity or otherwise) more than twelve (12) months after that party becomes aware of the cause of action, claim, or event giving rise to the cause of action or claim.

11.5 Each Party shall take all reasonable steps to mitigate any loss and damage it incurs in relation to any claim or action, whether for tortious act or omission including negligence, breach of contract, misrepresentation, under any indemnity or otherwise, which it brings against the other.

11.6 Each of the Party's employees, agents and sub-contractors may rely upon and enforce the restrictions of liability in this clause 10 in that person's own name and for that person's own benefit, provided that the parties reserve the right to rescind or vary this Agreement or vary any term of it by written agreement between themselves, without the consent of such individuals.

11.7 The Parties agree that:

11.7.1 the limitations and exclusions set out in this clause are reasonable having regard to all the relevant circumstances, including the nature of the Service and the amount of the Service Fee;

11.7.2 should any limitation or provision contained in this clause 10 be held to be invalid under any applicable statute or rule of law, that limitation or provision shall to that extent be deemed to be omitted and that if any party becomes liable for loss or damage which would otherwise have been excluded, such liability shall be subject to the other limitations and provisions set out in this Agreement.

11.8 Customer acknowledge that in providing these conditions, the Customer have explored the availability of insurance for any liability which Sage excludes or limits under this Agreement.

12. Confidentiality

12.1 Each Party shall keep confidential all Confidential Information and not use it except for the purpose of exercising or performing its rights and obligations under this Agreement.

- 12.2 Notwithstanding Clause 11.1 above, each Party may disclose Confidential Information to its employees, officers, professional representatives or advisers, sub-contractors and agents, provided that they:
- 12.2.1 need to know it for the purpose of exercising or performing that party's rights and obligations under this Agreement;
 - 12.2. have been informed of the confidential nature of the Confidential Information divulged; and
 - 12.2.3 agree to act in compliance with the confidentiality requirements of this Agreement.
- 12.3 The provisions of condition 11.1 shall not apply to information which is already public knowledge or becomes so at a future date (other than by breach of this Agreement) or which either party is required to disclose pursuant to a court order or a binding request from a regulatory (or other similar) authority with jurisdiction or from any other third party with power to require the disclosure of such information, provided that (to the extent it is permitted to do so) the affected Party gives all reasonable notice of such disclosure to the other Party.
- 12.4 Subject to the other terms of this Agreement, this Clause 11 shall remain in full force and effect notwithstanding termination of the Agreement for any reason.
- 12.5 The disclosing party shall procure that any third party to which Confidential Information is disclosed pursuant to clause, complies with the terms of this clause. Otherwise, neither Party will disclose Confidential Information to any third party or use it except as otherwise permitted in this Agreement.
- 13. Data Protection and Privacy**
- 13.1 Where, as part of the Services, Sage processes on the Customer's behalf any data classified as personal data or special categories of personal data under applicable data protection and privacy laws, Sage shall comply with the applicable data protection and privacy laws. In particular, Sage shall:
- 13.1.1 maintain technical and organisational security measures and safeguards sufficient to comply with at least those obligations imposed on controllers by applicable data protection and privacy laws; and
 - 13.1.2 act only on instructions from the Customer (as data controller) in respect of such personal data and process it only for the purposes of: (a) performing Sage's obligations under this Agreement and to prevent or address Service or technical problems; (b) as compelled by law; and (c) as the Customer expressly permits in writing;
 - 13.1.3 be responsible for the performance of its personnel (including its employees and contractors) and their compliance with its obligations under this Agreement, except as otherwise specified within this Agreement.
- 13.2 In addition to the above requirements, Sage may, upon the Customer's request, provide to the Customer, a declaration and any supporting evidential documents of Sage's compliance with requirements of any local data protection and privacy laws.
- 13.3 Notwithstanding this Clause 12, the Customer owns the Customer Data and has sole responsibility for its legality, reliability, integrity, accuracy and quality and shall also be responsible and for its own compliance with applicable data protection and privacy laws.
- 14. Anti-Bribery, Conflict of Interest and Sanctions**
- 14.1 The Parties shall ensure that persons associated with them:
- 14.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "**Relevant Requirements**");
 - 14.1.2 not engage in any activity, practice or conduct which would constitute an offence any of the Relevant Requirements;
 - 14.1.3 not do, or omit to do, any act that may lead us to be in breach of any of the Relevant Requirements;
 - 14.1.4 promptly report to us any request or demand for any undue financial or other advantage received by you in connection with this Agreement;
 - 14.1.5 have and maintain 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
 - 14.1.6 if requested, provide us with reasonable assistance, to enable us to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements.
- 14.2. Each Party agrees to indemnify the other against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, us as a result of your breach of this Clause 13.

- 14.3. Each Party shall promptly notify the other Party if, at any time during the term of this Agreement if its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 13.1 at the relevant time.
- 14.4. Customer shall, at all times during the term of this Agreement, conduct its business and comply with all sanction laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), and shall not, if permitted under applicable License Agreement, export or allow the export or re-export any of Software to such countries, or to any person or entity listed on an “Denied Persons List” in violation of any such restrictions, laws or regulations. In addition, Sage may from time to time notify the Customer of Sage’s decision against doing business in or with specific country, jurisdiction, person and entities, and the Customer acknowledges and accepts Sage’s decision to terminate the relationship with the Customer under this Clause, on condition that Sage provides to the Customer, a pro-rata refunds of all unused balance of the Services.
- 14.5. The Customer shall ensure that no Conflict of Interest arises between the interests of Sage and the interests of the Customer. The Customer 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 which a Customer has competing interest or loyalties which could impact their ability to act objectively and fairly in their capacity as a Customer.
- 14.6. In the event that the Customer become aware of the Customer and/or any of its Representative, breaching the obligations under this clause 13, the Customer shall notify Sage immediately and provide all relevant information to Sage to allow Sage to take any and all actions as it deems appropriate including but not limited to refusing to allow the relevant party to deal with Software and/or Services.
- 14.7. Breach of this clause 13 shall be deemed a material breach incapable of being remedied under Clause 6.2.
15. **General**
- 15.1 **Costs and Expense.** Each Party undertakes, at the request and cost and expense of the other party, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement. Each Party shall pay its own costs and expenses incurred in connection with entering into this Agreement.
- 15.2 **Variation.** Any amendment of this Agreement shall not be binding on the parties unless it is in writing and signed by an authorised representative of each of the parties.
- 15.3 **Assignment.** Neither Party assign this Agreement without the prior written consent of Sage except that Sage may assign without the consent of the Customer, any or all of its obligations under this Agreement as part of a bona fide merger, re-organisation or sale of its business, including as part of a bona fide merger, re-organisation or sale of the whole or any part of the group of companies ultimately held or controlled by The Sage Group plc.
- 15.4 **Sub-Contract.** Sage reserve the rights to sub-contract all or any part of the Services to be performed under this Agreement on proviso that Sage will be responsible for ensuring the suitability of the sub-contractor and for ensuring that the work performed by the subcontractor meets the requirements of the Agreement.
- 15.5 **Third Party Rights.** Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce any terms of this Agreement.
- 15.6 **Language.** This Agreement is drafted in the English language. If this Agreement is translated into any other language, the local law language of the court of jurisdiction shall prevail followed by the English language.
- 15.7 **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to their subject matter and supersede all prior agreements, negotiations and discussions between the parties relating to them. The Customer agree that they have not relied on any representations or statements in entering into this Agreement which are not set out expressly in it, except this does not exclude your or our liability for fraud.
- 15.8 **Severability.** If any 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.
- 15.9 **No partnership or agency.** Nothing in this Agreement shall be deemed to constitute a partnership between the parties, nor constitute either party as the agent of the other party for any purpose.
- 15.10 **Waiver.** The rights of each party under this Agreement: (a) may be exercised as often as necessary; (b) are cumulative and unless expressly provided otherwise are not exclusive of rights or remedies provided by law; and (c) may be waived only in writing and specifically. Any delay in exercising or not exercising any such right is not a waiver of that right.
- 15.11 **Order of Precedence.** If there is any conflict or inconsistency between a term of this Agreement and a term in a Statement of Work or other documents referred to or otherwise incorporated into this Agreement, the term in this Agreement shall take precedence, followed by a paragraph of the Statement of Work or other documents referred to. A provision of any other document which purports

to relate to the Service will only take precedence over this Agreement if agreed to by separate written agreement between the authorised contractual signatories of the parties

- 15.12 **Notices.** The Customer’s day to day communication with Sage must be via the contact details given in Sage’s relevant documentation and Sage’s communication to the Customer will be via those details given to Sage when the Customer signed the Order (or any new details which the Customer subsequently notifies to Sage). Each party will use the appropriate communication medium, including e-mail, and in the case of Sage communicating with you, by publishing notices on its website. Any formal notice required to be given under this Agreement will be in writing and will be sent by pre-paid mail, or courier or next day delivery service, or by email to the party required to receive the notice at the address given for that party. Any notice will be deemed to have been duly received if sent by: (a) pre-paid mail, 48 hours after posting; or (b) courier or next day delivery service at 09:00 on the next business day; or (c) email at 09:00 on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt (either specifically or by conduct)
- 15.13 **Non-solicitation.** The Customer shall not, without the prior written consent of Sage, at any time from the Commencement Date to the expiry of six months after termination or expiry of this Agreement, solicit or entice away from Sage or employ or attempt to employ any person who is, or has been, engaged as an employee of Sage in the provision of the Services. Any consent given by Sage in accordance with this clause 14.8 shall be subject to the Customer paying to Sage a sum equivalent to six months of the then current annual basic salary of the departing employee.
- 15.14 **Counterpart.** Not used.
- 15.15 **Force Majeure.** A Party shall not be liable to the other Party for any delay or non-performance of its obligations under this Agreement to the extent to which that delay or non-performance arises from a Force Majeure Event, so long as the affected Party promptly notifies the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance, and so long as the affected Party uses its reasonable endeavours to limit the effect of that delay or non-performance on the other party, to the extent the performance of the affected Party's obligations is affected by the Force Majeure Event, those obligations shall be suspended while the Force Majeure Event continues. If performance is not resumed within ninety days (or such other period as is agreed between the parties) after that notice, the other party may terminate this Agreement immediately by written notice to the Affected Party.
- 15.16 **Governing Law and Jurisdiction. Governing law and jurisdiction.** This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with Schedule 1.

Schedule 1 – Sage Contracting Entities, Governing Law and Jurisdiction

Sage South Africa (Pty) Ltd; 6th Floor, Gateway West, 22 Magwa Crescent, Waterfall, Midrand 2066,	South Africa Law	The parties irrevocably agree that the High Court of the Republic of South Africa has exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
Sage Software Nigeria Limited; 1st Floor Plot 6 Southgate House Udi Street Osborne Foreshore Estate Ikoyi Lagos State Nigeria	South African Law	The parties irrevocably agree that the High Court of the Republic of South Africa has exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
Sage Software East Africa Limited; 4th Floor Nivinia Towers Westlands Road Nairobi Kenya	South African Law	The parties irrevocably agree that the High Court of the Republic of South Africa has exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

16. **Definitions**

Agreement means this Professional Services Agreement, a relevant Statement of Work and/or Order and any documentation annexed to a Statement of Work (as the case may be).

Business Days means any day other than a Saturday, Sunday or public bank holiday in the country in which Sage is based.

Commencement Date means the date the applicable Order has been signed by the Customer

Cancellation Fees means the fees set out in Clause 6 of this Agreement, that are incurred as a result of cancellation or termination of this Agreement and/or the relevant Statement of Work by the Customer.

Confidential Information means: (a) the terms of this Agreement, (b) all information (of whatever nature and however recorded or preserved) disclosed by one party to the other, which: (i) is marked as or has been otherwise indicated to be confidential, or (ii) derives value to a party from being confidential, or (iii) would be regarded as confidential by a reasonable business person, in each case except to the extent that such information is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality.

Customer means the party requiring the Services set out in the Statement of Work and/or the applicable Order to be provided by Sage.

Customer Data means any data provided by the Customer to Sage for the purposes of carrying out the Services, inputting into the Software or as may be inputted by the Customer into the Software during the performance of the Services (or for and on the Customer's behalf by its authorised users).

Deliverables means all documents and materials developed by us in the provision of the Services, including computer code, data, reports and specifications but excluding the Software and any Third-Party Software.

Force Majeure Event means an event beyond the reasonable control of a party including: an act of God, governmental intervention, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute to the extent to which those things do not involve employees of the party claiming relief, seriously adverse weather or disease, the act or intervention of a competent judicial or regulatory authority which does not result from a party's unlawful act or omission including its infringement of third party Intellectual Property Rights.

Fees means collectively, the Service Fees, Out of Pocket Expenses and the Material Fees.

Insolvency Event means an order being made or a resolution being passed for the winding up of a party or circumstances arising which entitle a court of competent jurisdiction to make a winding-up order of a party or an order being made for the appointment of an administrator to manage the affairs, business and property of a party or documents being filed with a court of competent jurisdiction for the appointment of an administrator of a party or notice of intention to appoint an administrator being given by a party or its directors or by a qualifying floating charge holder, or a receiver being appointed over all or substantially all of a party's assets or undertaking, or circumstances arising which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of a party, or any other person taking possession of or selling a party's assets, or a party making any arrangement or composition with its creditors or making an application to a court of competent jurisdiction for the protection of its creditors in any way, or a party ceasing to trade or a party taking or experiencing any similar action in any jurisdiction in consequence of debt.

Intellectual Property Rights means (a) copyright, database rights, patents, rights in trademarks, designs (in each of the last two cases, whether registered or unregistered), know-how and confidential information; (b) applications for registration and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

Material Fees means the fees payable for any materials purchased by Sage on behalf of the Customer for the provision of the Services and provided Sage obtains the prior written consent of the Customer's Representative prior to the purchase.

Out of Pocket Expenses means the travel, accommodation, subsistence and other related expenses incurred by Sage's personnel in performing the Services elsewhere than at Sage's premises.

Representative means the authorised representative of a party identified in the Statement of Work, or as identified in writing by a party to the other from time to time.

Relevant Requirements means all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption.

Software means the Sage software supplied pursuant to the License Agreement and any upgrades or updates to it provided by Sage pursuant to the License Agreement or any associated support and maintenance agreement.

Software License Agreement or **License Agreement** means the Sage standard software license agreement for the supply of the Software and which governs the use of the Software (which shall also apply to any modifications or enhancements to the Software made pursuant to this Agreement).

Services means the service described in the Statement of Work, comprising the number of man days specified in the Statement of Work.

Service Fees means the fees payable in consideration for the Services.

Service Period means the period during which Sage shall provide the Service as set out in the Statement of Work, or if not so specified as may from time to time be agreed in writing (including e-mail) by the parties.

Third Party Software means any third-party software to be supplied by us pursuant to this Agreement as (or as otherwise agreed to be supplied by us pursuant to the License Agreement).

Statement of Work means the statement of work in the form and/or format set out in Exhibit A or the applicable Order hereto, which sets out details of the Service, the Fees and any other obligations relating to the provision of the Service, as executed between the parties prior to the provision of the Service.

Exhibit A

STATEMENT OF WORK

THIS STATEMENT OF WORK ("SOW") is made on the Commencement Date and shall be supplemental to and incorporates the terms of this Professional Services Agreement and the applicable Order which can also constitute the relevant SOW.