SAGE 300CLOUD SOFTWARE LICENCE AGREEMENT

This agreement deals with direct (through Sage) and indirect (through a Reseller) sales of software. Please note clause 23 of this agreement, which deals with specific provisions when purchasing through a Reseller.

LAST UPDATED NOVEMBER 2026

IMPORTANT NOTICE

A. YOUR USE OF THE SOFTWARE 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 USE OF THE SOFTWARE.

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 SOFTWARE, OR

   (ii) ACCESSING OR USING THE SOFTWARE, OR

   (iii) SIGNING A COPY OF THE ORDER FORM. YOUR USE OF THE SOFTWARE 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 SOFTWARE FROM AND YOU MUST NOT ACCESS OR USE THE SOFTWARE IN ANY WAY. AS THIS IS A SOFTWARE LICENCE 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 USE OF THE SOFTWARE.

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 SOFTWARE.

The parties agree as follows:

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1. DEFINITIONS AND INTERPRETATIONS

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

1.2 **"Agreement"** means these terms and conditions including the Data Processing Agreement ("DPA") found at this link: **https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-terms-and-conditions/** , your Order, Schedules as amended and updated by Sage from time to time together with any other documents or addenda expressly incorporated into these terms and conditions by reference.

1.3 **"AI" means Artificial Intelligence.**

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

1.5 **"AI-Generated Output"** means the content generated and returned to a User resulting from that User prompting or using an AI System in the context of, or embedded within, the Software.

1.6 **"AI Input Data"** means any data input into an AI System by the End-User or any User, including (without limitation) prompts, queries and instructions (in whatever medium or format), but excluding: (a) instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage; or (b) Sage-provided customisation or fine-tuning data.

1.7 **"AI Policy"** means Sage's Acceptable AI Use Policy (or any successor or equivalent policy) as published or otherwise made available by Sage from time to time (including any amendments to it), which sets out the requirements and restrictions applicable to the use of AI Systems by the End-User and its Users.

1.8 **"AI System"** means any artificial intelligence technologies, systems, models, tools or functionality, including machine learning, deep learning, generative AI, and any autonomous, semi-autonomous or agentic AI functionality or capabilities.

1.9 **"Annual License Fee"** shall mean the fee payable in terms of clauses 3.5 and 3.6 of this Agreement by the End-User.

1.10 "Business Day" shall mean any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

1.11 **"Consent"** shall mean any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information.

1.12 **"Controller"** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information.

1.13 **"Effective Date"** shall mean the date on which you accept and sign the order or the date you do anything which indicates your acceptance of this Agreement or the date you access and use the Software for the first time, whichever date is earlier.

1.14 **"End-User"** shall mean the licensee or customer making Use of the Software procured under the applicable Order.

1.15 **"End-User Data"** means the data, information or material the End-User (or its Personnel) provide, input, process or submit into the Software, and includes any AI Input Data.

1.16 "**Fees**" shall mean the Initial License Fee, the Annual License Fee and any other fees payable by the End-User

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under this Agreement or any Order.

1.17 **"Initial License Fee"** shall mean the initial licence fee payable for the Licensed Materials as set out or referred to in this Agreement or any invoices or other documentation issued by the Supplier.

1.18 **"Intellectual Property Rights ("IP")"** means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secrets, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.19 **"Licensed Materials"** shall mean collectively the Software and any applicable documentation.

1.20 "License Fees" shall mean, collectively, the Initial License Fee and the Annual License Fee.

1.21 **"License File"** shall mean the applicable order and the file with the Software components licensed to the End-User sent by Sage to the End-User.

1.22 **"Location"** shall mean the address/es specified by the End-User in the License File.

1.23 **"Microsoft®"** means the Microsoft Corporation or one of its Group Companies.

1.24 **"Microsoft SQL"** means the optional additional product provided by Microsoft®, referred to as Microsoft® SQL™ (© Copyright 2021 Microsoft Corporation. All rights reserved), together with any associated media, printed materials, and "online" or electronic documentation relating to the same, that you may purchase via a Reseller (as applicable) with the Software, subject to payment of an additional fee.

1.25 **"Order"** shall mean the applicable order document signed by Sage and the End-User, or the Reseller and the End-User (in the event of the Software being purchased through a Reseller) containing the details of the Software procured by the End-User as well as the Fees which together with this Agreement forms a binding contract between the End-User and Sage.

1.26 **"Personnel"** shall, in relation to a party, without limitation include employees, directors, agents, consultants, contractors, subcontractors, professional advisers, or other representatives of such party, while "Employees" of a party is limited to employees (whether permanent or fixed term) and directors of the party.

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

1.28 **"Privacy Notice"** means the privacy notice posted on the website of the Sage Group plc entity as stated in your Order (or such other URL as Sage may notify to you from time to time).

1.29 **"Processor"** means the person who processes Personal Information for a Controller in terms of a contract or mandate, without coming under the direct authority of that party.

1.30 **"Required Third Party Software**" means a required service, software, or licence functionality made available by a provider other than Sage that Sage makes available as part of the licence of the Software granted under this Agreement, and which shall constitute a Third-Party Service for the purposes of clause 6.

1.31 **"Reseller"** means an independent third party authorised or certified by Sage to act as a Reseller or distributor of the Software.

1.32 **"Restricted Territories"** means (i) Cuba, Sudan, Iran, North Korea, Syria and the territory of Crimea/Sevastopol; and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, the U.S., United Nations or elsewhere.

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1.33 **“Sage” “us” “we” “our**” means Sage South Africa Proprietary Limited, company registration number 2003/015693/07.

1.34 **“Software”** means the computer programs licensed to the End-User by the Supplier pursuant to this Agreement, including any upgrades, modifications, enhancements, or corrections thereto, in accordance with the specific provisions of clause 12 hereof, including any AI Systems embedded within or forming part of the Software, in machine readable object code form, and/or any part thereof and any back-up copies made in accordance with this Agreement.

1.35 “Software Maintenance Services” shall mean the software maintenance and support services described in clause 16.2, provided by Sage or the Reseller (as applicable) in consideration for the Annual License Fee.

1.36 **“Supplier”** means Sage or the Reseller as applicable.

1.37 **"Third-Party Provider"** means any third party (other than Sage) that provides a Third-Party Service.

1.38 **"Third-Party Service(s)"** means any product (including but not limited to software of any kind, cloud services, or forms), tool (including integration or development tools), service (including implementation, configuration, development or accounting) or any tool, product or service of a third party that it, employs or makes use of an AI System, provided to the End-User under a separate agreement or terms and conditions or that is otherwise provided directly to the End-User by a Third-Party Provider.

1.39 **“Use”** means transmitting any portion of the Software for processing and/or compiling, executing or interpreting any machine instructions contained in the Software and/or displaying any portion of the Software in connection with processing of such machine instructions. Other technical expressions shall have the meanings commonly attributed to them in the computer and information technology industry.

1.40 **“User”** means a named human authorised by you to use the Software and the documentation, for whom you have purchased a software licence, and who has been supplied with user credentials for the Software by you or by us at your request.

1.41 In this Agreement, terms used that have meanings ascribed to them in applicable data protection laws, including “data subject”, “processing”, “personal information”, “controller”, “responsible party”, “processor” or “operator”, carry the meanings set out under those laws to the extent that this Agreement does not define them.

2. LICENCE AND TERM

2.1 As from the Effective Date and until terminated pursuant to the terms of this Agreement, the Supplier grants the End-User a limited, non-exclusive, non-transferable licence and non-sublicensable right (except as expressly permitted herein) to Use and access the Licensed Materials and/or the Software for its own business purposes, solely on the following terms:

2.1.1 To Use the Software for the number of Users and software components specified in the License File.

2.1.2 In the case of Software operating on a local area network or wide area network, the End-User may Use the Software on a single file server with more than one Affiliate workstation, provided that a licence fee is paid for each concurrent User that has network access to the Software from the file server.

2.1.3 The End-User may make up to two back-up copies of the Software for security purposes only, provided that all back-up copies bear the same copyright, trademark notices and other proprietary legends as

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the original copy.

2.2 The End-User accepts the licence granted to it in terms of clause 2.1 and acknowledges that it obtains no rights of ownership of the Software.

2.3 The End-User accepts that this Agreement governs the terms under which the right to use the Software is granted.

2.4 Save for the standard software maintenance plan set out in clause 16 which may form part of this Agreement, any services including implementation services acquired from Sage or a Third Party are contracted and billed separately from this Agreement.

2.5 Unless terminated earlier in accordance with the terms of the Agreement and subject always to clauses 3.6 and 3.7, the initial term of this Agreement shall be 12 months from the Effective Date ("Initial Term") and will automatically renew for additional periods of 12 months (each a "Renewal Term") unless either party gives the other notice of non-renewal at least 30 days before the end of the Initial Term or Renewal Term unless otherwise stated in the Order.

2.6 Microsoft SQL is a service that integrates with certain eligible Sage products, which may include the Software if detailed in your Order. The End-User agrees and acknowledges that Microsoft SQL, is provided by Microsoft®.

2.7 You agree to be bound by the additional terms and conditions for Microsoft SQL which terms can be accessed in the following link **https://www.microsoftvolumelicensing.com/** . Where there is a conflict between the terms and conditions of this Agreement and the additional terms for Microsoft SQL, the Microsoft SQL terms shall prevail in so far as they relate to Microsoft SQL.

3. FEES AND PAYMENTS

3.1 The End-User shall pay the Supplier or the Reseller (in the event the Software has been purchased through a Reseller) the Initial License Fee within (thirty) 30 days of the Effective Date of this Agreement upon receipt of the applicable invoice, or any other payment period agreed to in writing by Sage, including EFT on delivery, monthly or quarterly in advance

3.2 Discounts. We may at our sole discretion provide you with a discount to the Use of the Software. In the event you reduce volume or licenses to items that you are already licensed for during a then-current software license term, then we may reduce or remove the level of discount we have provided to you from the date of your next renewal Order.

3.3 Add-Ons. If, during a then-current software license term: (i) additional volume, modules or licenses to items that you are already licensed for are added, such increased licenses will be billed at a prorated amount at the price of the underlying preexisting license fee; and (ii) you add new software licenses to items that you are not already licensed for, such items will be billed at a prorated amount at the then-current list price.

3.4 No right to Use the Licensed Materials shall be granted until the Supplier or Reseller (in the event the Software has been purchased through a Reseller) has received full payment of the Initial License Fee and the Annual License Fee due regardless of implementation status.

3.5 The Annual License Fee (as stated in the applicable Order), is payable by the End-User for access to the Software and the Software Maintenance Services in clause 16 for a period of 1 (one) year from the date of the relevant invoice for such Annual License Fee ("Maintenance Period").

3.6 The Annual License Fee is due and payable on each Renewal Term to ensure continued access to and Use

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of the Software and Software Maintenance Services in clause 16.

3.7 Payment of the Annual License Fee stipulated in the applicable Order will result in the automatic renewal of the Agreement for a further period of 12 months (or for a term as stipulated in the applicable Order) subject to clause 2.5

3.8 License Fees are subject to an annual revision by Sage and Sage shall be entitled to increase the Annual License Fee at the start of each Renewal Term upon giving you reasonable prior written notice.

3.9 In the event of non-payment of the Initial License Fee and/or Annual License Fee the Supplier will:

3.9.1 Have the right to terminate this Agreement with immediate effect;

3.9.2 Suspend End-User or User access to the Software and Software and Maintenance Services;

3.9.3 Terminate access to the Software and the Software Maintenance Services set out in clause 16; and/or

3.9.4 Withhold the license renewal code.

3.10 Should the End-User wish to re-instate access to the Software and the Software Maintenance Services, a re-instatement fee will apply and will be calculated at the time of re-statement.

3.11 Unlicensed Software. If we identify any additional volume, modules, increased Software or new Software 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.

3.12 Any maintenance and support fees for Third Party software procured through Sage or Reseller will be collected by, and payable directly to, Sage or Reseller.

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

4. PROHIBITED USES

4.1 Save as expressly permitted in clauses 2.1 and 5.7, the End-User may not reproduce or distribute copies of the Licensed Materials to others or electronically transfer the Software from one computer to another over a network or on disk.

4.2 The End-User may not Use the Software for personal, family, household, or other non-business purposes.

4.3 The Licensed Materials contain intellectual property and know-how, system design and proprietary information which is the exclusive and valuable property of the Supplier, and the End-User may not disclose to others any such information or materials relating to the design, construction, operation or issue of the Licensed Materials except in connection with the Use permitted by this Agreement, or as agreed in writing by the Supplier.

4.4 Except to the minimum extent allowed by your local jurisdiction, the End-User shall not rename files or alter, modify, reconstruct, translate, localize, decompile, disassemble, decrypt, reverse engineer, discover, attempt to derive source code from, remove any proprietary notices from, or create derivative works based upon the Software or any Required Third Party Software provided with or through the Software, in whole or in part.

4.5 If your local jurisdiction allows any of these activities, you shall provide Sage with 10 Business Days' prior written notice before conducting any of these activities. Sage has the right and at its sole discretion to withhold its consent in this regard.

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4.6 The End-User may not without the Supplier's prior written consent, merge or combine the whole or any part of the Software with any other software or documentation.

4.7 The End-User may not without the Supplier's prior written consent, grant any third-party direct access to the Software, including, without limitation by way of lease, loan, resale, distribution or grant of sub-licences based on the Licensed Materials or any part thereof, nor use the same to act as a bureau or for time-sharing use.

4.8 The End-User acknowledges that the Licensed Materials, related product logos and product names are the trademarks or are otherwise proprietary to the Supplier, and the End-User may not remove any such notices or product identification or attempt to cover or disfigure the same.

4.9 You and/or your Users must not use the Software in a way that is illegal, or that interferes with or disrupts other Internet users, service providers including the Supplier, their computers, software or hardware including without limitation:

4.9.1 propagating computer worms, trojans or viruses;

4.9.2 attempting a denial-of-service attack on any of the Software;

4.9.3 hacking or breaking any security mechanism on any of the Software;

4.9.4 using the Software to gain unauthorised access to another computer or network or in a way that disrupts or threatens the Software and/or Licensed Materials;

4.9.5 sending harassing, obscene, indecent, offensive or threatening electronic mail;

4.9.6 forgery (or attempted forgery) of electronic mail messages;

4.9.7 placing, transmitting or storing any defamatory material; and

4.9.8 unless otherwise approved by Sage, using the Software and/or Licensed Materials in a bureau or outsourcing capacity to generate revenue.

4.10 The End-User shall not, and shall ensure its Users do not, share Software access credentials with any third party, third-party system, or any AI System acting on the End-User's or a User's behalf or at their direction, without Sage's prior written authorisation, provided that Sage may, at its sole discretion, permit an AI System to access and interact with the Software using separate credentials issued or approved by Sage and designated for use by a single AI System, and any such access must be made only using those credentials.

4.11 The End-User shall not, and shall not permit any third party (including any Third-Party Provider) to, access or interact with the Software 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 End-User Data, AI Data, or Sage's data from the Software in a manner that results in, or creates a risk of, the leakage, exfiltration or unauthorised extraction of such data from the Software.

4.12 Other than as required by applicable law, the End-User shall not, and shall ensure that any Third-Party Provider AI System shall not, transmit, export, copy, scrape, extract, harvest, or otherwise make available any AI Data or Sage's data to: (i) any third-party environment that has not been authorised by Sage; or (ii) any external artificial intelligence training, fine-tuning, or model development pipeline. The End-User shall and shall ensure that any Third-Party Provider AI System shall, ensure that any End-User Data (other than End-User Data that also constitutes AI Data, which remains subject to the foregoing prohibition) is only transmitted, exported, copied or otherwise made available to any third-party environment using Sage-approved transport

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mechanisms. For the avoidance of doubt, this prohibition applies to any means of extraction, including any scraping, screen-scraping, crawling or automated or manual harvesting technique, and is intended to prevent the leakage or exfiltration of such data outside the Software and any Sage-approved transport mechanisms.

5. CONTROL OF THE SOFTWARE AND EQUIPMENT

5.1 The End-User shall follow all reasonable instructions given by the Supplier from time to time, in connection with the Use of the Software. The End-User shall permit the Supplier at reasonable times, and at the Supplier's expense, to verify that the Use of the Licensed Materials is within the terms of this Agreement.

5.2 The End-User shall ensure that all access to and use of the Software (including any AI Systems) by the End-User and its Users complies with this Agreement, and the AI Policy, which Sage may update at any time and which the End-User and its Users accept by continuing to access or use the Software (or any AI Systems) following any such update. The End-User shall be responsible for any breach of the AI Policy by any of its Users.

5.3 The End-User shall be responsible for keeping secure and confidential (and for ensuring that its Users keep secure and confidential) any User access credentials for the Software.

5.4 The total number of Users must not exceed the number specified in the License File.

5.5 You will be responsible for providing and maintaining your own compatible equipment, software and communications lines which are required to connect you to the Internet and access the Software and for your compliance with any third-party terms or other third-party agreements in relation to your use of your equipment, software and communications lines.

5.6 In the event you use on-premises Software that integrates with the Software, your use of such on-premises Software is subject to the terms and conditions of the relevant end user license agreement, subscription agreement, or other agreement applicable to such on-premises Software. You are only authorized to access and Use the functionality of the Software through (i) your private Internet or extranet using an Internet connection you provide or (ii) a wireless communication network you connect to, on devices you provide.

5.7 Subject to clauses 2.1 and 5.4, you may install components of the Software on devices under your control (including laptop and desktop computers and file servers connected through a local area network (LAN) or wide area network (WAN)), for use solely by the End-User and its Affiliates for their own internal business purposes and not for the use of any other third party, provided that the number of concurrent Users does not exceed the number specified in the License File.

5.8 The total number of companies or businesses whose data may be processed by the Software is limited to the number of companies or businesses for which the Software is licensed to you as per the Order. In particular, such number may not be exceeded by the loading of the data of any further companies or businesses in replacement of the data of the number of unique/discrete companies or businesses for which you have purchased your licence.

6. THIRD-PARTY SERVICES

6.1 No Endorsement or Warranty: Sage may present to the End-User, or the Software may integrate with, Third-Party Services provided by Third-Party Providers. Sage does not endorse or make any representation, warranty or promise regarding, and does not assume any responsibility for, any such Third-Party Services. Accordingly, Sage shall not be liable whatsoever for any damages, liabilities or losses caused by any act or omission in

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respect of a Third-Party Service, irrespective of whether it is: (i) described as “authorised”, “certified”, “recommended” or the like; or (ii) included in the End-User’s Order or the Software. 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. The End-User’s use of Third-Party Services is subject to the terms and conditions imposed by the relevant Third-Party Provider 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 a Third-Party Provider, this Agreement shall take precedence in connection with the use of the Software. The End-User is 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.

6.2 **Disclaimer**: Sage has no obligation to make available, maintain or provide support for Third-Party Services and does not guarantee the initial or continuing interoperability of the Software with any Third-Party Services. If any Third-Party Services cease to be made available for interoperation with any feature of the Software, Sage may cease providing such feature without providing the End-User with any refund, credit or other compensation.

7. INTER-GROUP TRANSFERS

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

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Unless agreed otherwise between the Supplier and the End-User and recorded in writing, the copyright and all other intellectual property rights of whatever nature in the Licensed Materials and any modifications or changes thereto and all patents, trademarks and copyrights relating thereto are and shall remain the property of the Supplier and/or its Affiliates, and any rights in any other work prepared or carried out by the Supplier hereunder shall vest in the Supplier on creation thereof. The End-User shall notify the Supplier immediately if the End-User becomes aware of any unauthorised Use of the Licensed Materials in whole or in part by any third party.

8.2 AI-Generated Output: Sage does not claim ownership rights in any AI-Generated Output. You are solely responsible for all use, modification, combination with other materials and publication of any AI-Generated Output.

8.3 Licence for AI Data: The End-User grants Sage, its Affiliates, and its subcontractors a royalty-free, non-exclusive and sublicensable right to use, host, process, copy, store, analyse, display, transform, reformat, combine and create derivative works from, the End-User Data and AI-Generated Output solely to the extent necessary to:

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(i) develop, create, improve, enhance and make available Sage's, and its Affiliates', software, products and applications; (ii) provide, administer and ensure the proper operation of the Software and related systems; (iii) comply with applicable laws; and (iv) exercise Sage's rights and perform its obligations under this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

9.1 The Supplier hereby indemnifies the End-User against any claim that the normal Use or possession of the Licensed Materials (including any AI-Generated Outputs) (including but not limited to any new updates and/or improved versions thereof) infringes intellectual property rights of any third party, provided that Supplier is given immediate and complete control of any such claim, and that the End-User gives Supplier such assistance as Supplier may reasonably require to settle or oppose any such claim, provided that Supplier shall meet the End-User's reasonable costs of so doing.

9.2 If any Licensed Materials are held or alleged to infringe any intellectual property rights, the Supplier shall have the option, at its own expense, to (i) obtain for the End-User the right under the relevant intellectual property right to continue using the affected Licensed Materials; (ii) replace the relevant part of the Licensed Materials with a non-infringing replacement; (iii) modify the relevant part of the Licensed Materials to make it non-infringing; or (iv) refund the depreciated value of the relevant part of the Licensed Materials, and accept return of the same. The Supplier shall, however, at all times use reasonable endeavours to ensure that the End-User is left with fully operational and functionally equivalent Licensed Materials.

9.3 The Supplier shall not indemnify or be liable for any costs or damages if a claim of infringement of intellectual property rights arises out of; (i) compliance with the End-User's requests; (ii) incorporation of the End-User's or a third party's product or products in or with any Licensed Materials; (iii) modification of any Licensed Materials after delivery by Supplier; (iv) the End-User's Use of other than the latest supported releases of any Licensed Materials (if such release has been made available to the End-User); (v) the End-User's Use of any Licensed Materials after receiving notice that the relevant Licensed Materials infringe any intellectual property rights; (vi) any other fault, action or inaction of the End-User; (vii) AI Input Data provided by the End-User or its Users; or (viii) the End-User's modification, combination, or incorporation of AI-Generated Outputs with other materials, where the infringement arises from such modification, combination or incorporation.

9.4 The End-User shall inform Supplier of any claim or action brought against the End-User on the issue of infringement of any copyright and other intellectual property rights in the Licensed Materials.

9.5 The foregoing states the entire liability of Supplier to the End-User in respect of infringement or alleged infringement by the Licensed Materials of the intellectual property rights of any third-party.

9.6 The foregoing obligations as to intellectual property rights indemnity shall survive any termination under this Agreement, howsoever caused.

10. CONFIDENTIALITY

10.1 The End-User acknowledges that the Licensed Materials contain intellectual property rights and know-how, system design and proprietary information which is the exclusive and valuable property of Sage and/or its Affiliates. Subject to sub-clauses 10.2 and 10.3 the End-User undertakes to treat as confidential all information contained or embodied in the Licensed Materials and in any specifications thereof made available to the End-

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User and shall not save as provided in sub-clauses 10.2 and 10.3 disclose the same in the whole or in part to any third party, other than the Personnel of the End-User as described in clause 10.2 below, without the prior written consent of the Supplier.

10.2 The End-User shall be permitted to disclose aspects of the Licensed Materials to its Personnel to the extent necessary and to those Personnel having a legitimate need to know. The End-User is responsible for ensuring that such Personnel are made aware, prior to such disclosure, that the Licensed Materials are the confidential material of the Supplier, and that such Personnel may not disclose such material to outside third parties but keep the information confidential.

10.3 The provisions of sub-clause 10.1 shall not apply to:

10.3.1 information in the public domain otherwise than by breach of this Agreement; and/or

10.3.2 information already in the possession of the receiving party prior to disclosure with right to use;

10.3.3 information received from a bona fide third party without breach of obligation to the other party hereto, and/or

10.3.4 information which is required to be publicly disclosed by law or by any statutory, governmental or regulatory body having jurisdiction over such party.

10.4 The End-User shall affect and maintain reasonable security measures to safeguard the Licensed Materials from theft, or access by any person other than the Personnel of the End-User in the normal course of their employment or other appropriate contractual arrangement with the End-User.

10.5 Both parties shall treat as confidential all information obtained from each other which is designated as confidential, or which either party may be told is confidential by the other party, or which either party might reasonably expect the other to regard as confidential and shall not, save as provided in clauses 10.2 and 10.3, disclose the same to any third party without the prior written consent of the other.

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

11. OPEN-SOURCE COMPONENTS

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

11.2 You acknowledge that certain components of the Software 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 such licence is referred to as an “OSS Licence”.

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

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

11.3.2 any terms in this Agreement (including any restriction, prohibition or exclusion) that conflict with or are inconsistent with the terms of that OSS Licence shall not apply in relation to the corresponding OSS Component; and

11.3.3 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

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request for source code or related information should be directed only to: globalproductops@sage.com.

11.4 The Intellectual Property Rights Indemnity provisions and the Warranty provisions of this Agreement shall not apply to any claim of infringement to the extent such infringement is caused or contributed to by an OSS Component. Sage 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.

12. UPGRADE SYSTEM OVERLAP

12.1 Where an End-User has purchased an upgrade from one licensed product to another then, save for a permitted period of dual processing, the End-User's licence for the product being replaced shall terminate on the first Use of the upgrade. The maximum period allowed for such dual processing is three (3) months from the date in the month in which the upgrade was purchased.

12.2 At the end of the dual processing period, the End-User must confirm to the Supplier in writing that they have read only access to the product purchased or licensed subsequent to the upgrade from one licensed product to the other. Failure to do so on request from the Supplier, will result in a fee payable by the End-User for the Use of the non-current Licensed Materials for a period of at least six (6) months.

12.3 The Supplier reserves the right to require the End-User to remove unlicensed versions of the Licensed Materials from the computer hardware of the End-User, at any time after the end of the dual processing period.

13. WARRANTY

13.1 The Supplier warrants that it has the right to grant the licences to Use the Software as set out in this Agreement.

13.2 The Supplier warrants that for a period of ninety (90) days from the date of supply, when properly used, the Software will perform generally in accordance with such Software, except that some deviation therefrom may occur due to a policy of continual upgrade the Software.

13.3 SAGE:

13.3.1 DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE AND/OR THE INFORMATION OBTAINED BY YOU WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS (IRRESPECTIVE OF WHETHER YOU INFORMED SAGE OR A RESELLER ABOUT YOUR INTENDED USE AT THE POINT OF PURCHASE); AND

13.3.2 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND YOU ACKNOWLEDGE THAT THE USE OF THE SOFTWARE AND/OR LICENSED MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

13.3.3 DOES NOT WARRANT AND/OR INDEMNIFY YOU AGAINST CYBER-ATTACKS, FRAUD, PHISHING, DATA BREACHES, DATA LOSS, DATA INFRINGEMENT OR ANY OTHER ATTACK ON YOUR SYSTEM OR ACCOUNT THAT OCCURS AS A RESULT OF YOUR NEGLIGENCE OR UNAUTHORISED ACCESS TO YOUR ACCOUNT BY YOUR USER/S OR A THIRD PARTY/S IN RELATION TO THE SOFTWARE AND/OR USE THEREOF. YOU AGREE TO APPLY ALL REASONABLE SECURITY CONTROLS AND MEASURES

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WHEN USING THE SOFTWARE.

13.3.4 DOES NOT WARRANT THAT THE INFORMATION AND/OR AI-GENERATED OUTPUTS OBTAINED BY THE END-USER THROUGH THE SOFTWARE WILL MEET THE END-USER'S REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS, OR THAT THE SOFTWARE WILL PRODUCE ERROR-FREE AI-GENERATED OUTPUTS, MACHINE-GENERATED ANALYSIS, BENCHMARKS, INSIGHTS OR RESPONSES. THE END-USER ACKNOWLEDGES THAT IT IS THE END-USER'S RESPONSIBILITY TO ENSURE THAT THE SOFTWARE AND/OR AI-GENERATED OUTPUTS MEET THE END-USER'S REQUIREMENTS AND ARE FIT FOR THE END-USER'S PURPOSES.

13.4 The End-User acknowledges that the Software consists of standard modules which have not been prepared to meet the End-User's particular requirements and it is therefore the End-User's responsibility to ensure that the Software meets its requirements.

13.5 If you notify Sage in writing, and within 30 (thirty) days, that the Software does not conform with any of the warranties in clause 13 Sage will use reasonable commercial efforts to correct any such non-conformance promptly or provide you with an alternative means of accomplishing the desired performance. Subject to your right to terminate the Agreement in accordance with the provisions of this Agreement, such correction or substitution constitutes your sole and exclusive remedy for any breach of the warranties set out in clause 13.

13.6 THE EXPRESS TERMS OF CLAUSES 13.1 AND 13.2 ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, GUARANTEES AND REPRESENTATIONS (OTHER THAN FRAUDULENT MISREPRESENTATIONS) IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

14. LIABILITY

14.1 The Software is not fault tolerant and is not designed or intended for use in hazardous environments or in relation to high-risk activities requiring fail-safe performance, where the failure of the Software could lead directly to death, personal injury or severe physical or property damage. Sage expressly excludes any liability relating to the use of the Software for such purposes.

14.2 The Supplier shall indemnify the End-User in respect of personal injury or death to any person or loss or damage to any property caused directly by the negligent acts or omissions of the Supplier, its servants, agents or sub-contractors. Except in respect of personal injury or death caused by negligence (for which by law no limit applies) the liability of the Supplier for loss or damage to tangible property in respect of any one event or series of connected events whether under this clause or otherwise, each party’s liability is capped at the Fees actually paid by the End-User in the 12 months preceding the claim.

14.3 In any event (including, without limitation, if any exclusion or other provision in clause 14.4 is held ineffective or is disallowed for any reason), except for those events governed by clause 14.2, the maximum aggregate liability of either party whether arising from negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or otherwise shall not in any circumstances exceed the purchase value of the software.

14.4 Notwithstanding any other provision of this Agreement in no event shall either party be liable to the other for:

14.4.1 loss of profits, loss of business, loss of revenue, loss of goodwill, loss of anticipated savings;

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14.4.2 loss of or spoiling of data; and/or

14.4.3 any indirect or consequential loss or damage; howsoever caused, whether arising from breach of contract, negligence, misrepresentation or otherwise, even if either party knew or should have known of the possibility of such loss.

14.5 The foregoing obligations as to liability shall survive any termination under this Agreement, howsoever caused.

14.6 AI System Indemnity. The End-User shall indemnify, and keep indemnified, Sage and its Affiliates, officers, directors and employees against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees) to the extent arising out of or in connection with the End-User's or its Users' use or misuse of any AI System that is not provided by Sage as part of the Software (including any external or third-party AI System used in connection with the Software), including any data breaches, data exfiltration, user or business profiling, security incidents, system damage, or third-party claims arising from or in connection with such use or misuse; provided that this indemnity shall not apply to the extent that the relevant claim is solely attributable to instructional prompts, contextual injections, system-level inputs, or other technical content provided by or on behalf of Sage, or Sage-provided customisation or fine-tuning data.

15. RELEASE OF SOFTWARE

15.1 The End-User acknowledges and accepts that the Licensed Materials may require license files for their proper Use and any necessary passwords will not be released until the Supplier has received a signed Order. Receipt by the Supplier of incomplete Order/s shall mean that the Order will not be processed.

15.2 When an End-User changes its trading name this may require a change in the passwords, and such a change must be communicated, in writing, by the End-User to the Supplier, and accompanied by a copy of the Certificate of Incorporation on Change of Name.

16. SOFTWARE MAINTENANCE SERVICES PROVIDED BY SAGE ONLY

16.1 ANY ADDITIONAL SOFTWARE AND MAINTENANCE SERVICES REQUESTED VIA A RESELLER IS PAYABLE BY THE END-USER DIRECTLY TO THE RESELLER.

16.2 In consideration for the payment of the Annual License Fee, either Sage or your Reseller (in the event that the Software is purchased through a Reseller) will provide the following Software Maintenance Services to the End-User:

16.2.1 Support via online knowledge portal (self - service);

16.2.2 Telephonic and email support during normal office hours;

16.2.3 Chat support during normal office hours (as applicable);

16.2.4 Periodic updates in relation to new statutory requirements which either Sage or your Reseller (in the event that the Software is purchased through a Reseller) will endeavour to make available prior to the date of coming into operation of the legislation in question;

16.2.5 New releases of the Software with system improvements; and

16.2.6 Release notes on statutory changes and new system features.

16.3 Neither Sage nor your Reseller (in the event that the Software or Software Maintenance Services have been purchased through a Reseller) will be required to provide Software Maintenance Services to the End-User where any errors arise from: (i) End- User's failure to fulfil or comply with its obligations under this Agreement;

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or (ii) any other applicable circumstance where such Software Maintenance Services will not be provided. If Sage or your Reseller (in the event that the Software and Software Maintenance Services have been purchased through a Reseller) offer enhanced support, then you may purchase the Software separately in accordance with the then-current price list.

16.4 The End-User agrees that the Annual License Fee entitles the End-User to the limited plan outlined above in this clause 16 and does not provide for any assurances on implementation, support or other services not envisaged in clause 16.

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

17. NON-SOLICITATION

It is acknowledged that the Agreement will enable the End-User to become intimately concerned with the business affairs and employees of Sage. The End-User acknowledges that Sage is likely to suffer economic or other prejudice should it solicit and/or employ Sage's employees. In light of this, the End-User agrees that it will not for the duration of the Agreement and for a period of one year following termination of the Agreement solicit in any way whatsoever, whether directly or indirectly and/or employ (or attempt to do so) any person who is in the employment of Sage. To the extent that the End-User breaches the provisions of this clause 17, the End-User shall pay Sage a finder's fee equal to the annual gross remuneration payable to the employee by Sage during the year preceding the resignation of the employee. The finder's fee shall be payable within 30 (thirty) calendar days of receipt of an invoice from Sage and shall be without prejudice.

18. TERMINATION

18.1 Subject to clause 3 (Fees and Payments), this Agreement shall terminate automatically if the End-User fails to comply with any of the provisions of this Licence Agreement and does not rectify such non-compliance within fifteen (15) days of the Supplier's written notice thereof.

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

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

18.4 Your licence to use Microsoft SQL with the Software shall automatically terminate upon the termination or expiry of this Agreement, and you shall not be entitled to a refund of any prepaid fees in respect of Microsoft SQL.

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18.5 Notwithstanding anything to the contrary in this Agreement, you may not terminate this Agreement in whole or part during the Initial Term or any Renewal Term except in accordance with this Agreement.

18.6 Access to End-User Data.

18.6.1 Subject to the AI Data provisions in clause 18.7:

(i) End-User Data may be exported at any time during the term of this Agreement.

(ii) Unless set out otherwise in the applicable Order, we will not delete End-User Data from our production environment for a period of six (6) months after termination or expiration of this Agreement and may assist you with exporting End-User Data during such period at our standard hourly consulting rate.

(iii) After such six (6) month period has expired, we may delete all End-User Data and will not make it available to you.

(iv) Should you require longer storage of End-User Data, paid archival services may be available.

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

18.7 Notwithstanding clause 18.6: (i) AI Data does not form part of any End-User Data and cannot be exported or returned to the End-User following termination or expiration of this Agreement; (ii) Sage is not obligated to delete AI Data following termination or expiration of this Agreement, and Sage's rights to use AI Data as set out in clause 8.3 shall survive termination; (iii) AI Data is not subject to any deletion or destruction requests following termination or expiration of this Agreement; and (iv) for the avoidance of doubt, where any data constitutes both End-User Data and AI Data, it shall be treated as AI Data for the purposes of this clause 18.7.

19. DATA PROTECTION AND PRIVACY

19.1 The parties agree that to the extent that Sage Processes Personal Information on your behalf in accordance with this Agreement, the Data Processing Agreement found at **https://www.sage.com/en-za/legal/terms-and-conditions/product-and-service-terms-and-conditions/** and Sage's Privacy Notice and Privacy Policy as amended and updated from time to time found at **https://www.sage.com/en-za/legal/privacy-and-cookies/protection-of-personal-information/** forms part of this Agreement.

19.2 Each party will comply with the Data Processing Agreement, and references in the Data Processing Agreement to the "Agreement" shall be construed as references to this Agreement. Any Personal Information processed in connection with this Agreement shall be handled in accordance with the requirements of the Data Processing Agreement. Further information on how Sage uses Personal Information is provided in Sage's Privacy Notice.

19.3 For more information regarding Sage's protection of your information, please consult Sage's Privacy Notice. In its sole discretion, Sage may change the Privacy Notice from time to time and will post a notice of the changes to the Privacy Notice on its website. Your use of Third-Party Services may also be subject to the privacy policies of the relevant Third-Party Providers.

19.4 Sage will cooperate with law enforcement authorities and may notify such authorities if it suspects that you are engaged in illegal activities.

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20. ANTI-BRIBERY AND CONFLICT OF INTEREST

20.1 The Parties shall ensure that persons affiliated with them:

20.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");

20.1.2 not engage in any activity, practice or conduct which would constitute an offence any of the Relevant Requirements;

20.1.3 not do, or omit to do, any act that may lead us to be in breach of any of the Relevant Requirements;

20.1.4 promptly report to us any request or demand for any undue financial or other advantage received by you in connection with this Agreement;

20.1.5 have and maintains in place throughout the term of this Agreement, their own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

20.1.6 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.

20.2 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 20.

20.3 Each Party shall promptly notify the other Party if, at any time during the term of this Agreement its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 20 at the relevant time.

20.4 The End-User shall ensure that no Conflict of Interest arises between the interests of Sage and the interests of the End-User. The End-User shall notify Sage in writing as soon as is practically possible of any potential Conflict of Interest and shall follow Sage's reasonable instructions to avoid, or bring to an end, any Conflict of Interest. For the purpose of this Agreement, "Conflict of Interest" means a situation in which the End-User has competing interest or loyalties which could impact their ability to act objectively and fairly in their capacity as the End-User.

20.5 In the event that the End-User becomes aware of the End-User, its Personnel and/or Affiliates breaching the obligations under this clause 20, the End-User 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.

20.6 Breach of this clause 20 shall be deemed a material breach incapable of being remedied under this Agreement and Sage shall, at its sole discretion, have the right to terminate the Agreement with immediate effect.

21. EXPORT AND SANCTIONS COMPLIANCE

21.1 The End-User hereby confirms that: (i) it shall, at all times conduct its business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities, including but not limited to, the Office of Foreign Assets Control (OFAC), the UN, the UK and EU; (ii) neither it nor any of its Affiliates is named on any "denied persons list" (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor is it or any of its Affiliates owned or controlled by a politically exposed person; and (iii) it has and shall maintain throughout the term of this Agreement appropriate procedures and controls to

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ensure and be able to demonstrate its compliance with this clause 21.1. End-User shall not permit any of its Personnel to access and/or use the Software in violation of any export restrictions in any jurisdiction or any sanctions law or regulation or in any Restricted Territories. Such access and/or use is not permitted by Sage and shall constitute a material breach of this Agreement. End-User will promptly notify Sage if either End-User or any of its Affiliates has violated, or if a third party has a reasonable basis for alleging that End-User or any of its Affiliates has violated, this clause 21.1. End-user shall indemnify (and keep indemnified) Sage, its Affiliates and their officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorney's fees and costs) arising out of or in connection with End User's (or End-User's Personnel) breach of this clause 21.1.

21.2 You shall assist in any due diligence process we may ask you to participate in from time to time to ensure your compliance with this Agreement and this clause 21. You shall provide us with all reasonable co-operation, information and assistance in relation to our due diligence processes for any purpose, including but not limited to enabling us to establish ownership and to identify any territory in which you and any or all of your Users use and access the Software for whichever purpose. Your failure to engage in any such process and/or provide the required information shall be deemed to be a material breach of this Agreement and we shall have the right to terminate this Agreement immediately on written notice to you.

21.3 Sage reserves the right to carry out an audit of the End-User's locations and Personnel and Affiliates to assess its compliance with this clause 21.

21.4 Breach of this clause 21 shall be deemed a material breach incapable of being remedied under this Agreement and Sage shall, at its sole discretion, have the right to terminate the Agreement with immediate effect.

22. GENERAL

22.1 AUDIT RIGHTS

With or without prior notice, Sage may audit the End-User's use of the Software 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.

22.2 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.

22.3 AUTO UPDATES

The Software may contain auto-update technology used to provide updates as part of the Software Maintenance Services described in clause 16. This feature cannot be disabled and will:

22.3.1 connect to Sage or service provider computer systems over the Internet;

22.3.2 use Internet protocols to recover standard computer information in order to determine whether updates are required; and

22.3.3 automatically download and install or prompt the End-User to download and/or install, current updates.

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22.3.4 By using the Software initially, the End-User consents to the transmission of standard computer information and the automatic downloading and installation of updates.

22.4 **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.

22.5 **DISPUTE RESOLUTION**

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

22.5.1 each party agrees to promptly raise the matter internally to the relevant account managers for resolution; if the account managers are unable to resolve the matter within 30 (thirty) days of being requested to do so, the parties shall each escalate the matter to senior managers who will attempt to resolve the dispute within a further period of 30 (thirty) days;

22.5.2 if the senior managers are unable to resolve the matter within 30 (thirty) days of being requested to do so, the parties shall each escalate the matter to a director or vice president, who will then in good faith attempt to resolve the matter within a further period of 30 (thirty) days; and

22.5.3 where the matter has not been resolved following the procedure in clauses 22.5.1 and 22.5.2, either party is free to pursue alternative remedies in accordance with clause 22.8.

22.5.4 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 22.5, 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.

22.6 **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.

22.7 **FORCE MAJEURE**

22.7.1 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

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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.

22.7.2 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.

22.7.3 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.

22.8 **GOVERNING LAW AND JURISDICTION**

22.8.1 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.

22.8.2 Subject to the provisions of clause 22.5, 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.

22.9 **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.

22.10 **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.

22.11 **MONITORING**

The Software may contain technologies that monitor, record and report to Sage, in anonymised form, information regarding the End-User's use of the Software, including information concerning the devices used to access the Software 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 Software 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.

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22.12 **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.

22.13 **NO PUBLICITY**

22.13.1 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.

22.13.2 If at any time the End-User does not wish Sage to use its name or logo in the manner described in clause 22.13.1, 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.

22.14 **NOTICES AND ELECTRONIC COMMUNICATIONS**

22.14.1 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).

22.14.2 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.

22.14.3 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.

22.15 **ORDER OF PRECEDENCE**

In the event of any express conflict or inconsistency between the documents comprising this Agreement, the order of precedence shall be:

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

22.15.2 the applicable Order;

22.15.3 the Data Processing Agreement

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22.16 **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.

22.17 **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.

22.18 **THIRD-PARTY BENEFICIARIES**

Certain aspects of the Licensed Materials or related 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 related services.

22.19 **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.

22.20 **U.S. GOVERNMENT RESTRICTED RIGHTS**

If the Sage Group plc entity with which the End-User contracted for the Software is Sage Software, Inc., the Software is 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.

22.21 **VARIATION**

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

22.22 **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.

23. PURCHASING THROUGH A RESELLER

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

23.1 If you place an order for the Software with a Reseller and the Reseller issues an order document to you: (i)

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such document shall constitute an Order; and (ii) End-User acceptance of such Order shall be an acceptance of this Agreement provided that any transactions solely between End-User and the Reseller shall not form part of this Agreement.

23.2 First line technical support for the Software will be provided by the Reseller, unless otherwise expressly stated in your Order or End-User agreement with the Reseller. For avoidance of doubt, Sage shall not be responsible for first line technical support if not provided by the Reseller. Any non-payment of fees owed to a Reseller under an Order shall amount to a material breach of this Agreement.

23.3 If End-User grants a Reseller access to your End-User Data or to End-User Software account, such access shall constitute consent to the disclosure of End-User Data to the Reseller pursuant to clause 19 and End-User will be responsible for terminating such access.

23.4 If End-User purchased the Software and/or Software Maintenance Services from a Reseller End-User should investigate and satisfy itself regarding the experience, skills and qualifications of that Reseller.

23.5 Any Reseller is an independent contractor and is neither appointed nor authorised by Sage as our consultant, subcontractor or agent. Sage does not endorse, and does not make any representation, warranty or promise regarding any Reseller and shall have no liability whatsoever for any damage, liabilities or losses caused by any Reseller.

23.6 Installation and implementation services

23.6.1 Your Reseller may provide you with other services, such as consulting, training, development, installation and/or implementation 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 you and your Reseller.

23.7 Change of Reseller

23.7.1 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.

23.7.2 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 Your existing Reseller.

23.7.3 We may action the change only once we have received and reasonably verified the required notice and information.

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