



IMPORTANT - READ ALL OF THE FOLLOWING TERMS AND CONDITIONS

ON PREMISE PAYROL (Limited Term) (ANNUAL LICENSE FEE)

THIS AGREEMENT DEALS WITH DIRECT (THROUGH SAGE) AND INDIRECT (THROUGH A RESELLER) SALES OF SOFTWARE. PLEASE NOTE CLAUSE 21 OF THIS AGREEMENT, WHICH DEALS WITH SPECIFIC PROVISIONS WHEN PURCHASING THROUGH A RESELLER.

(LAST UPDATED JULY 2020)

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 **Agreement** shall mean this document and any documentation expressly incorporated herein by reference, including any applicable orders, amendments or supplementary agreements specifically referenced hereto and effected as amendments as provided herein.
- 1.2 **Annual License Fee** shall mean the fee payable in terms of clauses 10.3 and 10.4 of this Agreement by the End-User.
- 1.3 **Affiliate/s** shall mean a company, corporation or other entity that directly or indirectly controls, or is under common control of, the End-User, where 'control' is the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity.
- 1.4 **Documentation** shall mean means the online or written user guides, specifications and manuals regarding the Software made available by us, and any updates thereto, but excluding marketing materials and sales publications.
- 1.5 **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.
- 1.6 **End-User** shall mean the licensee or customer making Use of the Software procured under the applicable Order.
- 1.7 **End-User Data** means the data, information or material the End-User (or its Personnel) provide, input, process or submit into the Software.
- 1.8 **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.
- 1.9 **Licensed Materials** shall mean collectively the Software and all Documentation.
- 1.10 **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.
- 1.11 **Location** shall mean the address/es specified by the End-User in the License File.
- 1.12 **Order** shall mean the applicable order document signed by Sage and the End-User and the Reseller and the End-User (in the event of the Software being purchased through a Reseller) containing the details of the Software procured by the End-User as well as the Fees which together with this Agreement forms a binding contract between the End-User and Sage.
- 1.13 **Personnel** of a party shall 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.
- 1.14 **Reseller** means an independent third party authorised or certified by Sage to act as a Reseller or distributor of the Software.
- 1.15 **Restricted Territories** means (i) Cuba, Sudan, Iran, North Korea, Syria and the territory of Crimea/Sevastopol; and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, the U.S., United Nations or elsewhere.
- 1.16 **Sage** means the Sage contracting entity that the End-User has placed an Order with either directly or indirectly through a Reseller in Schedule 1 below
- 1.17 **Software** shall mean 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 9 hereof, in machine readable object code form, and/or any part thereof and any back-up copies made in accordance with this Agreement.
- 1.15 **Supplier** or **Sage** means the Sage contracting entity that the End-User has placed an Order with either directly or indirectly through a Reseller in Schedule 1 below.
- 1.16 **Use** shall mean 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.
- 1.17 **User** shall mean means those individuals who are authorised by you to access and use the Software. Users may include your employees, consultants, contractors or agents.

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** to Use the Licensed Materials for its own business purposes, solely on the following terms:
 - 2.1.1 To Use the Software for the number of users and software components specified in the License File.
 - 2.1.2 In the case of Software operating on a local area network or wide area network, the End-User may Use the Software on a single file server with more than one Affiliate workstation, provided that a 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 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 14 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 10.6 and 10.7, 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 as otherwise stated in the Order.

3 PROHIBITED USES

- 3.1 The End-User may not reproduce or distribute copies of the Licensed Materials to others or electronically transfer the Software from one computer to another over a network or on disk.
- 3.2 The End-User may not make copies of the Documentation or procure their reproduction through any third party without the prior written consent of the Supplier, and such consent shall not be unreasonably withheld or delayed. If the End-User requires additional copies of the Documentation, these may be obtained from the Supplier at the then prevailing rate.
- 3.3 The End-User may not Use the Software for personal, family, household, or other non-business purposes.
- 3.4 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.
- 3.5 Except to the extent expressly required to be permitted by law, the End-User may not modify, translate or create derivative works based on the Software, nor reverse assemble, de-compile or reverse engineer the Software, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of the Software or any files contained in or generated by the Software, nor shall it permit, whether directly or indirectly, any third party to do so.
- 3.6 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.
- 3.7 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, resell, distribute or grant 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.
- 3.8 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 CONTROL OF THE SOFTWARE AND EQUIPMENT

- 4.1 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.
- 4.2 The total number of users must not exceed the number specified in the License File. The additional licensed system must not be used for processing other than for back-up purposes under any circumstances.

5 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.

6 INTELLECTUAL PROPERTY RIGHTS

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

7 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 7.1 Supplier hereby indemnifies the End-User against any claim that the normal Use or possession of the Licensed Materials (including but not limited to any new updates and/or improved versions thereof) infringes intellectual property rights of any third party, provided that Supplier is given immediate and complete control of any such claim, and that the End-User gives Supplier such assistance as Supplier may reasonably require to settle or oppose any such claim, provided that Supplier shall meet the End-User’s reasonable costs of so doing.
- 7.2 If any Licensed Materials are held or alleged to infringe any intellectual property rights, Supplier shall have the option, at its own expense, to (i) obtain for the End-User the right under the relevant intellectual property right to continue using the affected Licensed

Materials; (ii) replace the relevant part of the Licensed Materials with a non-infringing replacement; (iii) modify the relevant part of the Licensed Materials to make it non-infringing; or (iv) refund the depreciated value of the relevant part of the Licensed Materials, and accept return of the same. Supplier shall, however, at all times use reasonable endeavours to ensure that the End-User is left with fully operational and functionally equivalent Licensed Materials.

- 7.3 Supplier shall not indemnify or be liable for any costs or damages if a claim of infringement of intellectual property rights arises out of; (i) compliance with the End-User's requests; (ii) incorporation of the End-User's or a third party's product or products in or with any Licensed Materials; (iii) modification of any Licensed Materials after delivery by Supplier; (iv) the End-User's Use of other than the latest supported releases of any Licensed Materials (if such release has been made available to the End-User); (v) the End-User's Use of any Licensed Materials after receiving notice that the relevant Licensed Materials infringe any intellectual property rights; or (vi) any other fault, action or inaction of the End-User.
- 7.4 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.
- 7.5 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.
- 7.6 The foregoing obligations as to intellectual property rights indemnity shall survive any termination under this Agreement, howsoever caused.

8 CONFIDENTIALITY

- 8.1 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 8.2 and 8.3 the End-User undertakes to treat as confidential all information contained or embodied in the Licensed Materials and in any specifications thereof made available to the End-User and shall not save as provided in sub-clauses 8.2 and 8.3 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 8.2 below, without the prior written consent of the Supplier.
- 8.2 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.
- 8.3 The provisions of sub-clause 8.1 shall not apply to:
- 8.3.1 information in the public domain otherwise than by breach of this Agreement; and/or
- 8.3.2 information already in the possession of the receiving party prior to disclosure with right to use; and/or
- 8.3.3 information received from a bona fide third party without breach of obligation to other party hereto, and/or
- 8.3.4 information which is required to be publicly disclosed by law or by any statutory, governmental or regulatory body having jurisdiction over such party.
- 8.4 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.
- 8.5 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 8.2 and 8.3, disclose the same to any third party without the prior written consent of the other.
- 8.6 The foregoing obligations as to confidentiality shall survive any termination under this Agreement, howsoever caused.

9 UPGRADE SYSTEM OVERLAP

- 9.1 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.
- 9.2 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.
- 9.3 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.

10 FEES AND PAYMENTS

- 10.1 The End-User shall pay the Supplier or the Reseller (in the event the Software has been purchased through a Reseller) the Initial Licence Fee within (thirty) 30 days of the Effective date of this Agreement upon receipt of the applicable invoice.
- 10.2 Thereafter, the Agreement will be renewed for a further period of 12 months subject to clause 2.5 and provided that the End User pays the Annual License Fee on or before 28 February for each renewal cycle.
- 10.3 The Licence Fee for each subsequent year shall be determined, in part, by considering the number of User's as well as the modules purchased by the End-User. Module purchases are not refundable.
- 10.4 In the event that End-User elects a monthly payment option, the End-User shall be required to sign a monthly debit order form for the tax year ending on the last day of February with the amount stipulated in the Order.
- 10.5 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.

- 10.6 An 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 14 for a period of 1 (one) year from the date of the relevant invoice for such Annual License Fee (“Maintenance Period”).
- 10.7 The Annual License Fee is due and payable on each Renewal Term to ensure continued access to and Use of the Software and Software Maintenance Services in clause 14.
- 10.8 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 subject to clause 2.5.
- 10.9 Sage will be entitled to escalate the Annual License Fee annually by an amount usually not exceeding the Consumer Price Index for the preceding 12 (twelve) months, plus 2% (two percent). In addition, fees are subject to an annual revision by Sage which usually occurs in January of each year.
- 10.10 In the event of non-payment of the Initial License Fee and/or Annual License Fee the Supplier will:
 - 10.10.1 Have the right to terminate this Agreement with immediate effect; or
 - 10.10.2 Suspend End-User or User access to the Software and Software and Maintenance Services;
 - 10.10.3 Terminate access to the Software and Software and Maintenance Services set out in clause 14; and/or
 - 10.10.4 Withhold the license renewal code.
- 10.11 Should the End-User wish to re-instate access to the Software and the Software Maintenance Services, a re-instatement fee will apply and will be calculated at the time of re-statement.
- 10.12 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.

11 WARRANTY

- 11.1 The Supplier warrants that it has the right to grant the licences to Use the Software as set out in this Agreement.
- 11.2 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 the Documentation for such Software in force at the date of supply, except that some deviation therefrom may occur due to a policy of continual upgrade to both the Software and the Documentation.
- 11.3 The End-User acknowledges that the Software consists of standard modules which have not been prepared to meet the End-User's particular requirements and it is therefore the End-User's responsibility to ensure that the Software meets its requirements.
- 11.4 THE EXPRESS TERMS OF CLAUSES 11.1 AND 11.2 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.

12 LIABILITY

- 12.1 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.
- 12.2 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-Customer in the 12 months preceding the claim.
- 12.3 In any event (including, without limitation, if any exclusion or other provision in clause 12.4 is held ineffective or is disallowed for any reason), except for those events governed by clause 12.2, 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.
- 12.4 Notwithstanding any other provision of this Agreement in no event shall either party be liable to the other for:
 - 12.4.1 loss of profits, loss of business, loss of revenue, loss of goodwill, loss of anticipated savings; and/or
 - 12.4.2 loss of or spoiling of data; and/or
 - 12.4.3 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.
- 12.5 The foregoing obligations as to liability shall survive any termination under this Agreement, howsoever caused.

13 RELEASE OF SOFTWARE

- 13.1 The End-User acknowledges and accepts that the Licensed Materials may require passwords for their proper Use and any necessary passwords will not be released until the Supplier has received a signed Order. Receipt by the Supplier of incomplete Order/s shall mean that the Order will not be processed.
- 13.2 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.

14 SOFTWARE MAINTENANCE SERVICES PROVIDED BY SAGE ONLY

- 14.1 ANY ADDITIONAL SOFTWARE AND MAINTENANCE SERVICES REQUESTED VIA A RESELLER IS PAYABLE BY THE END-USER DIRECTLY TO THE RESELLER.
- 14.2 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 Software and Maintenance Services to the End-User:
 - 14.2.1 In accordance with the Documentation;
 - 14.2.2 Telephonic and email support during normal working hours;

- 14.2.3 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;
- 14.2.4 New releases of the Software with system improvements; and
- 14.2.5 Release notes on statutory changes and new system features.
- 14.3 Neither Sage nor your Reseller (in the event of the Software or Software and Maintenance Services have been purchased through a Reseller) will not be required to provide Software and Maintenance Services to the End-User where any errors arise from: (i) End-User's failure to fulfil or comply with its obligations under this Agreement; or (ii) any other circumstance where it is stated in the Documentation that such Software and Maintenance Services will not be provided. If Sage or your Reseller (in the event of the Software and Software Maintenance and Support Services have been purchased through a Reseller) offer enhanced support, then you may purchase these services separately in accordance with the then current price list
- 14.4 The End-User agrees that the Annual License Fee entitles the End-User to the limited to the plan outlined above in this clause 14 and does not provide for any assurances on implementation, support or other services not envisaged in clause 14.
- 14.5 The End-User is required to maintain a matching level of software maintenance for Users of the same Software.

15 NON-SOLICITATION

It is acknowledged that the Agreement will enable the End-User to become intimately concerned with the business affairs and employees of Sage. End-User acknowledges that Sage is likely to suffer economic or other prejudice should it solicit and/or employ Sage's employees. In light of this, the End-User agrees that it will not for the duration of the Agreement and for a period of one year following solicit in any way whatsoever, whether directly or indirectly and/or employ (or attempt to do so) any person who is in the employment of Sage. To the extent that End-User breaches the provisions of this clause 15, 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.

16 TERMINATION

- 16.1 Subject to clause 10 (Fees and Payment), 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.
- 16.2 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 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.
- 16.3 Upon termination from any cause whatsoever, the End-User shall lose all rights to Use the Licensed Materials and shall forthwith destroy the same and all copies made in whole or in part for any purpose, and shall complete a purge certificate, which shall be provided to the End-User by the Supplier, and return it to the Supplier confirming that all such copies have been destroyed.

17 DATA PROTECTION AND PRIVACY

- 17.1 Where Sage processes on the End-User'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:
 - 17.1.1 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;
 - 17.1.2 act only on instructions from the End-User (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 End User expressly permits in writing; and
 - 17.1.3 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.
- 17.2 In addition to the above requirements, Sage may, upon the End-User's request, provide to the End-User, a declaration and any supporting evidential documents of Sage's compliance with requirements of any local data protection and privacy laws.
- 17.3 Notwithstanding this clause 17, the End-User owns the End-User 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.

18 ANTI-BRIBERY AND CONFLICT OF INTEREST

- 18.1 The Parties shall ensure that persons affiliated with them:
 - 18.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");
 - 18.1.2 not engage in any activity, practice or conduct which would constitute an offence any of the Relevant Requirements;
 - 18.1.3 not do, or omit to do, any act that may lead us to be in breach of any of the Relevant Requirements;
 - 18.1.4 promptly report to us any request or demand for any undue financial or other advantage received by you in connection with this Agreement;
 - 18.1.5 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

- 18.1.6 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.
- 18.2 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 18.
- 18.3 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 18 at the relevant time.
- 18.4 The End-User shall ensure that no Conflict of Interest arises between the interests of Sage and the interests of the End-User. The End-User shall notify Sage in writing as soon as is practically possible of any potential Conflict of Interest and shall follow Sage's reasonable instructions to avoid, or end, any Conflict of Interest. For the purpose of this Agreement, "**Conflict of Interest**" means a situation 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.
- 18.5 In the event that the End-User become aware of the End-User, its Personnel and Affiliates breaching the obligations under this clause 18, 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.
- 18.6 Breach of this clause 18 shall be deemed a material breach incapable of being remedied under this Agreement.

19 EXPORT AND SANCTIONS COMPLIANCE

- 19.1 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 term of this Agreement appropriate procedures and controls to ensure and be able to demonstrate its compliance with this clause 19.1. 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 19.1. 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 19.1.
- 19.2 Sage reserves the right to carry out an audit of the End-User's locations and Personnel and Affiliates to assess its compliance with this clause 19.

20 GENERAL

- 20.1 The End-User may not assign, transfer or otherwise dispose of its rights and obligations under this Agreement without the prior written consent of the Supplier, subject to clause 5.
- 20.2 This Agreement is only valid when an Order has been signed by authorised representatives of the End-User.
- 20.3 This Agreement sets forth the entire agreement and understanding between the parties hereto relating to the subject matter contained herein and supersedes all previous communications, representations, proposals or prior agreements between them. This clause shall not exclude liability for fraudulent misrepresentation.
- 20.4 All notices required to be given under this Agreement by one party to the other shall be sufficiently given if in writing and delivered or sent by electronic mail; registered post, or facsimile transmission confirmed by post, to the address specified at the beginning of this Agreement, or such other address as the appropriate parties may designate in writing with a reasonable notice period, from time to time. Notices shall be deemed to have been received on delivery if delivered by hand, or on the second day after posting if sent by pre-paid letter or, if given by facsimile transmission, upon transmission.
- 20.5 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.
- 20.6 This Agreement may only be amended by written agreement between the Supplier and End-User.
- 20.7 If any term, part or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remaining provisions thereof shall remain in full force and effect and in no way be affected, impaired or invalidated, except by reason thereof the fundamental nature of this Agreement is thereby frustrated.
- 20.8 Unless otherwise contracting with a Sage entity listed in Schedule 1 below, this Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement are governed by the laws South Africa to the exclusion of the international law of conflicts and the UN Sales Convention. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement (including any dispute regarding the existence, validity or termination of this Agreement) is South Africa, South Gauteng High Court. End-User must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when End-User knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

21 PURCHASING THROUGH A RESELLER

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

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

Order or End-User agreement with the Reseller. For avoidance of doubt, Sage shall not be responsible for first line technical support if not provided by the Reseller. Any non-payment of fees owed to a Reseller under an Order shall amount to a material breach of this Agreement. If End-User grants a Reseller access to your Customer Data or to End-User Software account, such access shall constitute consent to the disclosure of Customer Data to the Reseller pursuant to clause 17 and End-User will be responsible for terminating such access. If End-User purchased the Software, Software Maintenance Services from a Reseller End-User should investigate and satisfy itself regarding the experience, skills and qualifications of that Reseller. Any Reseller is an independent contractor and is neither appointed nor authorised by Sage as our consultant, subcontractor or agent. Sage does not endorse, and does not make any representation, warranty or promise regarding any Reseller and shall have no liability whatsoever for any damage, liabilities or losses caused by any Reseller.

22 INSTALLATION AND IMPLEMENTATION SERVICES

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

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	Johannesburg, High Court
Sage Software Middle East FZ-LLC; Building No 11, Dubai Internet City, Dubai.	English law	<p>Except for the right of either Party to apply to a court of competent jurisdiction for injunctive, or other equitable relief, any dispute or claim arising out of or relating to this Agreement, shall be settled by arbitration in Dubai International Financial Centre in United Arab Emirates in accordance with the laws of England and rules of arbitration of the London Court of International Arbitration (LCIA). The language to be used in the arbitration shall be English.</p> <p>In the case of arbitration, the arbitration shall be conducted in the English language. One or more arbitrators appointed in accordance with the following: (i) Arbitration by One Arbitrator: If the Parties agree to a one-arbitrator, the parties shall agree upon and appoint an arbitrator, after first ascertaining that the appointee consents to act, within thirty (30) days from the date on which written notice of referral to arbitration by one party is received by the other party (the "Notice Date") or (ii) Arbitration by Three Arbitrators: If the Parties are unable to agree on a one arbitrator, or, having so agreed, are unable to agree on the arbitrator within thirty (30) days from the Notice Date, then the arbitration shall be conducted by and before three (3) arbitrators, who shall be appointed as follows. Each Party shall appoint one arbitrator, after first ascertaining that the appointee consents to act, and notify the other Party in writing of the appointment within sixty (60) days from the Notice Date. The appointed arbitrators shall agree upon and appoint the third arbitrator, who shall be the chairman, after first ascertaining that the appointee consents to act, and notify the Parties in writing of the appointment within ninety (90) days from the Notice Date.</p> <p>The chairman shall be a qualified lawyer, and the other arbitrators shall have a background or training in computer law, computer science, or marketing of computer products. The arbitrators shall have the authority to grant injunctive relief, in a form substantially similar to that which would otherwise be granted by a court of law. The Parties irrevocably agree to submit to arbitration and the Parties each agree that any award made by the arbitrators shall be enforceable in any country, without further inquiry into the disputed matters which are the subject of the award. The provisions of this clause shall survive termination of this Agreement.</p>
Sage Software Nigeria Limited; 1st Floor Plot 6 Southgate House Udi Street Osborne Foreshore Estate Ikoyi Lagos State Nigeria	South African Law	Johannesburg, High Court, South Africa
Sage Software East Africa Limited; 4th Floor Nivinia Towers Westlands Road Nairobi Kenya	South African Law	Johannesburg, High Court, South Africa