



## SAGE CLOUD SUBSCRIPTION AGREEMENT (PAYROLL AND ACCOUNTING)

THIS AGREEMENT DEALS WITH DIRECT (THROUGH SAGE) AND INDIRECT (THROUGH A RESELLER) SALES OF THE SERVICE AND SUBSCRIPTION. PLEASE NOTE CLAUSE 14.19 OF THIS AGREEMENT, WHICH DEALS WITH SPECIFIC PROVISIONS WHEN PURCHASING THROUGH A RESELLER.

LAST UPDATED JULY 2020

**IMPORTANT NOTICE!** YOUR SUBSCRIPTION TO THE SERVICE IS SUBJECT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. THEREFORE, PLEASE SCROLL THROUGH AND READ ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT CAREFULLY BEFORE CONCLUDING THE ACTIVATION PROCESS. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SAGE FOR YOUR SUBSCRIPTION TO THE SERVICE. 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): (1) CLICKING "I AGREE" OR A SIMILAR AFFIRMATION AS APPLICABLE WHICH APPEARS DURING THE ACTIVATION OF YOUR SUBSCRIPTION, OR (2) ACCESSING OR USING THE SERVICE, OR (3) SIGNING A COPY OF THE ORDER FORM. SAGE WILL NOTIFY YOU OF SUCH REQUIRED THIRD-PARTY SERVICE PROVIDER TERMS AND CONDITIONS BY SENDING AN EMAIL TO YOUR USER ADDRESS OR BY PUBLISHING A NOTICE ON ITS WEBSITE OR BY OTHERWISE DIRECTING YOU TO THE RELEVANT THIRD-PARTY TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT INCLUDING ANY TERMS AND CONDITIONS IMPOSED BY REQUIRED THIRD PARTY SERVICE PROVIDERS, EACH IN THEIR ENTIRETY AND WITHOUT MODIFICATION OR ADDITION (UNLESS AGREED OTHERWISE IN WRITING BY SAGE), THEN YOU SHOULD CONTACT SAGE OR THE RESELLER YOU PURCHASED YOUR SUBSCRIPTION FROM AND YOU MUST NOT ACCESS OR USE THE SERVICE IN ANY WAY. AS THIS IS A SUBSCRIPTION AGREEMENT SAGE MAY UPDATE IT AT ANY TIME. THE MOST RECENT VERSION OF THIS AGREEMENT CAN BE ACCESSED ON THE SAGE WEBSITE FOR THE SUBSCRIPTION SERVICE. SAGE WILL MAKE REASONABLE EFFORTS TO COMMUNICATE ANY CHANGES TO THIS AGREEMENT BY SENDING AN EMAIL TO YOUR USER ADDRESS OR BY NOTICE ON ITS WEBSITE, BUT IT IS UP TO YOU TO ENSURE THAT YOU REGULARLY CHECK, READ, UNDERSTAND AND AGREE TO THE MOST RECENT VERSION OF THIS AGREEMENT AS YOU WILL BE DEEMED TO ACCEPT ANY SUBSEQUENT AMENDMENTS TO IT IF YOU CONTINUE TO ACCESS AND USE THE SERVICE.

### 1. DEFINITIONS AND INTERPRETATIONS

- 1.1 **"Affiliate"** means any entity that controls you, that you control or that is under common control with you, where "control" means the ownership, directly or indirectly, of equity securities or other ownership interests which represent more than 50% of the voting power of such affiliate.
- 1.2 **"Agreement"** means these terms and conditions for your Subscription to the Service including the Exhibits 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 **"Commencement Date"** means the date on which you accept and sign the Order or the date you do anything which indicates your acceptance of this Agreement or the date you access your Subscription or you do anything consistent with accepting this Agreement such as Using the Service, when you are asked to confirm that you accept this Agreement during the sign up to the Service unless Sage agrees otherwise with you.
- 1.4 **"Customer Support"** means assistance Sage or your Reseller (as the case may be) provides or makes available to you on-line or by phone, email, chat or other means in accordance with the relevant Documentation provided by the Sage entity from which you purchased your Subscription.
- 1.5 **"Data Protection Laws"** means such data protection laws applicable to the Sage entity with which you have Subscribed to the Service.
- 1.6 **"Device"** means any device that meets Sage's system requirements that you use to access any part of your Subscription.
- 1.7 **"Documentation"** means the prevailing documentation and information made available to you by Sage and which may be updated by Sage from time to time, including but not limited to specifications, technical and user guides including guidance as to minimum system requirements, that are set out in the Service help files and any release related notes, guides or manuals Sage publishes specific to the version of the Service which is made available, but excluding marketing materials and sales publications.
- 1.8 **"Exhibits"** means the exhibits to this Agreement.
- 1.9 **"Maintenance"** means updates, upgrades, enhanced and new functionality, patches and fixes for the Service.
- 1.10 **"On-Premise Software"** means software that you may use on your on-premise computers or other Device(s) or network to use with the Service.
- 1.11 **"Order"** means the order form detailing your Subscription purchase, Subscription Term and Subscription Fee signed by you and Sage and you and the Reseller (in the event of Services and Subscription being purchased through a Reseller) containing the details of the Services procured by you as well as the Subscription Fees which together with this Agreement forms a binding contract between you and Sage;
- 1.12 **"Party"** means either you or Sage as the context requires and "Parties" means you and Sage together;
- 1.13 **"Privacy Notice"** means the privacy notice posted on the website of the Sage Group plc entity with which you have Subscribed to the Service (or such other URL as Sage may notify to you from time to time);
- 1.14 **"Renewal Term"** means the period stipulated in the Order for your Subscription Term;
- 1.15 **"Required Third Party Service"** means a required service, software, or Subscription functionality made available by a provider other than Sage that Sage makes available as part of your Subscription;
- 1.16 **"Reseller"** means an independent third party authorized or certified by Sage to act as a partner or distributor of the Service through Sage's various authorised partner or other programmes;
- 1.17 **"Sage"** means the Sage Group plc entity with which you have Subscribed to the Service as indicated in Exhibit A;
- 1.18 **"Sage Technology"** means images, text, software, music, sound, photographs, video, graphics, applets, Documentation, screen shots, displays, graphical user interfaces and software incorporated into the Service and all copyright, trade secret, patent and patent applications, trademark and other intellectual property rights in and to the Service, including, but not limited to, object code, the underlying source code, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, all inventions

- (whether patentable or not), know-how, ideas, discoveries, compositions, products, schematics, databases, drawings, designs, samples, models, processes, procedures, data, information, manuals, notes, and any item marked "confidential" or "proprietary";
- 1.19 "Service" means the provision by Sage of the products selected above including related Maintenance and Customer Support that Sage or your Reseller (as the case may be) makes available to you as part of your Subscription and for which you must pay the applicable Subscription Fee;
- 1.20 "Subscription" means your access to and Use of the Service in a cloud or wireless environment together with Use of any Supplemental Services and Required Third Party Services that Sage makes available to you as part of this Agreement and "Subscribe" or "Subscribed" shall be construed accordingly;
- 1.21 "Subscription Fee(s)" means the purchase price owed to the Sage Group plc entity with which you Subscribed to the Service for access to the various components of your Subscription for the Subscription Term whether paid directly by you to Sage or via a Reseller;
- 1.22 "Subscription Term" means the term of this Agreement as stipulated in the applicable Order, being the Initial Subscription Term together with any Renewal Terms;
- 1.23 "Supplemental Services" means, if available, optional software or services you may elect to include in your Subscription;
- 1.24 "Use" means to activate the Subscription, execute the Service and use Customer Support, provided that: (a) you access the Subscription only from your Devices; and (b) you execute the functionality of the Service during the Subscription Term (i) for its intended purpose solely in connection with the management of the business that you and where applicable your Affiliates conduct, and (ii) solely to the extent of any and all applicable limitations (whether as to the number or types of uses or Supplemental Services you purchase) set out in this Agreement;
- 1.25 "Users" means individuals that access your Subscription through use of your network, Devices or user ID(s) and a password(s);
- 1.26 "you" and "your" means or refers to the organization or person that Sage has registered to Use the Service;
- 1.27 "Your Content" means the data and other information that you upload to or process through the Service;
- 1.28 In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) "including" and "includes" and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry, (d) references to a person include an individual, a body corporate and an unincorporated association of persons; and (e) use of the singular shall be treated as including the plural and vice versa.

## 2. LICENSE GRANT AND RESTRICTIONS

- 2.1 **License Grant.** Subject to your compliance with this Agreement and payment of all applicable Subscription Fees, **Sage grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license** of the scope described in this Agreement to access and Use your Subscription for your Subscription Term in accordance with instructions and Documentation that Sage provides only if you or someone acting on your behalf and at your direction (such as your Reseller) has: (a) placed an order with Sage for an initial Subscription Term or a Renewal Term (as the case may be), a Subscription upgrade (such as for more Users, Supplemental Services etc.) and Sage has accepted such order; (b) accepted all of the terms and conditions of this Agreement either before or during activation of your Subscription (as described above); (c) accepted or agreed to all of the terms and conditions that a third party imposes on your use of a Required Third Party Service; and (d) accepted or agreed to any terms and conditions that may be applicable to any such Supplemental Services. Your Subscription may include Required Third Party Services, which are a required component of your Subscription. Your use of a Required Third-Party Service is subject to the terms and conditions imposed by the Required Third-Party Service provider(s). If you do not accept or agree to the terms and conditions imposed by the Required Third-Party Service providers, Sage cannot grant you and you do not have a license to Use the Subscription.
- 2.2 The Service may be hosted by Sage or third-party subject to the terms and conditions of a separate hosting agreement to be entered by You.
- 2.3 In the event you use On-Premise Software that integrates with the Service, your use of such On-Premise Software is subject to the terms and conditions of the relevant end user license agreement, subscription agreement, or other agreement applicable to such On-Premise Software. You are only authorized to access and Use the functionality of the Service 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.
- 2.4 You may not install any components of the Service on your Devices unless Sage provides express instructions for you to do so.
- 2.5 You shall not:
- 2.5.1 rent, lease, sublicense, loan, sell, reuse, distribute, market, or commercialize any portion of the Subscription or Service or Use the Service as part of a facility management, timesharing, or service bureau arrangement or for software or application development; and
- 2.5.2 duplicate any portion of the Service or Documentation or remove any proprietary notices or labels from the Service including, but not limited to, the Sage name, Sage logo, Sage product names, or names or logos of Required Third Party Service providers wherever they appear; transfer or delegate any right granted to you under this Agreement or permit any parent, Affiliate (except as allowed by clause 2.6 below), subsidiary or any other third party to use or benefit from any functionality found in the Subscription, either directly or via a facility management, timesharing, service bureau or any other access arrangement; and
- 2.5.3 conduct any activity prohibited by clause 2.17.
- 2.6 You may Use the Subscription and Service to process the data of an Affiliate only if:

- 2.6.1 Your aggregate Use of the Service is limited to a single dataset unless you have paid the relevant Subscription Fees for your Affiliates to access and Use the Service in which case your Affiliates may access and Use the Service in accordance with this Agreement;
- 2.6.2 You understand and agree that where any Affiliate accesses and Uses the Service, any act or omission your Affiliates shall be deemed to be your act or omission and that you shall have in place appropriate measures including, but not limited to, organizational and technical measures to ensure that your Affiliates are aware of and comply with the terms of this Agreement as if they were a party to it. If you become aware of any breach of the terms of this Agreement by your Affiliates, you must notify Sage immediately in writing of the breach and you must, at your own cost, take any corrective action as directed by Sage;
- 2.6.3 You maintain an accurate list of Affiliates on file with Sage; and
- 2.6.4 You promptly notify Sage if any company is no longer an Affiliate, in which case such Affiliate shall automatically lose any rights of Use relating to the Service.
- 2.7 Except to the minimum extent allowed by your local jurisdiction, you 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 Service, or Required Third Party Services, in whole or in part. 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.
- 2.8 You must not Use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface, operating logic or underlying database structure and database fields of the Service for incorporation into or the development of any software or other product or technology.
- 2.9 You must not use, or try to use, your Subscription and the Service in a way which Sage has not specifically allowed. For example, you must not try to make the Subscription or Service work in a particular way if it does not usually work in that way.
- 2.10 Sage will use reasonable commercial efforts to ensure that the Service will be accessible to connection from the Internet, however, you understand that the Service may be interrupted by routine maintenance. Sage will use its commercially reasonable efforts to minimise such interruption and to schedule such maintenance at non-peak hours.
- 2.11 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 Service and for your compliance with any third-party licence terms or other third-party agreements in relation to your use of your equipment, software and communications lines.
- 2.12 You acknowledge and agree that as the Service is accessible via the Internet it is therefore subject to limitations, security vulnerabilities, delays and other problems inherent to the operation of the Internet and other electronic communications and that Sage and/or its licensors will not be liable or responsible to you for any such delays, interruptions, security problems, delivery failures or other damage resulting from such problems.
- 2.13 Sage may suspend access to the Service without telling you and without liability, but wherever practicable Sage will give you reasonable prior notice:
  - 2.13.1 if there is an attack on the servers of Sage's hosting solution or other event for which Sage reasonably believes the suspension of the Service is necessary to protect you, other Sage customers or Sage;
  - 2.13.2 if required by law or regulation or as compelled by a law enforcement or government authority.
- 2.14 Any rights to Use the Service not expressly licensed to you in this Agreement are strictly prohibited. All rights not expressly set out in this Agreement acknowledge that you have been made aware of and have met all technical requirements for the Subscription, including, but not limited to, the requirement to have Internet access.
- 2.15 You shall (a) comply with all applicable laws and regulations pertaining to your Use of and access to your Subscription; (b) prevent unauthorized access to your Subscription and promptly notify Sage of any unauthorized access or use; (c) Use the Subscription and Service only in accordance with its Documentation and this Agreement; (d) comply with all notices, policies, and instructions Sage provides regarding Your Content; and (e) keep confidential all user ID(s) and passwords Sage provides you to access and activate your Subscription.
- 2.16 You are solely responsible for (a) your Users' compliance with this Agreement, and (b) maintaining the confidentiality of your user ID(s) and password(s) and for all activity that occurs under your user ID(s) and password(s) unless the breach in confidentiality is caused directly by Sage. You shall promptly notify Sage of any unauthorized activity or breach of security that you discover.
- 2.17 **Prohibited Activities.**  
You shall not use the Subscription and Sage may immediately and without notice suspend or terminate your Subscription if you:
  - 2.17.1 Provide Sage with fraudulent information;
  - 2.17.2 Send spam or other unsolicited or duplicative messages in violation of applicable laws;
  - 2.17.3 Store, distribute or transmit material that is (i) obscene, threatening, libellous or otherwise unlawful or tortious (including material harmful to children or in violation of third-party privacy or intellectual property rights), or (ii) contains viruses or other harmful or malicious code that may compromise the security or functionality of any website, program, process, business or data;
  - 2.17.4 Use any tool, process, or method to (i) collect or detect email addresses, financial information, or other information from Sage or other Sage customers; or (ii) attempt to gain unauthorized access to the Subscription, the Service, other accounts, computer systems or networks connected to or supporting the Subscription through hacking, password mining or by any other means;
  - 2.17.5 Post, upload, use framing techniques to use or otherwise distribute copyrighted material without the consent of the copyright holder;
  - 2.17.6 Use the Subscription in any way that threatens the integrity, performance or reliability of the Subscription infrastructure (including performance or stress testing), or in any manner that works around any technical limitations in the Subscription; or
  - 2.17.7 Make or attempt to make a local non-cache copy of any part of the Subscription.

- 2.18 You shall not facilitate or aid a third party in any of the activities described in this clause 2.
- 2.19 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable Use of your Subscription. In general, Sage will not tolerate any use which damages or is likely to damage Sage's business or reputation, the availability or integrity of the Service or which causes Sage or threatens to cause Sage to incur any legal, tax or regulatory liability.
- 2.20 Sage may charge you for any costs it incurs in connection with your breach of this Agreement, including costs incurred to enforce your compliance. Sage cannot monitor, has no control over, and is not responsible for your internet connection, network, wireless connection, bandwidth, the content of your Device(s) and/or any other equipment you utilize. Sage reserves the right to restrict, change, suspend, or terminate your Subscription by any means if your access, Use, or connection to the Service impairs or adversely affects Sage's operations or the Service, including Use of the Service by others.

### 3. SUBSCRIPTION TERM

- 3.1 You may Subscribe to the Service for the Subscription Term. Your Subscription Term will be stated in your Order.
- 3.2 Provided you pay the required Subscription Fees in accordance with this Agreement your Subscription will automatically renew for subsequent Renewal Terms equal to the expiring Subscription Term (unless agreed otherwise with Sage) in accordance with the terms of this Agreement and will continue until one of the following events occur: (a) you terminate your Subscription in accordance with the provision of this Agreement; (b) Sage terminates your Subscription in accordance with the provisions of this Agreement; or (c) this Agreement terminates in accordance with its terms.
- 3.3 If at any time during your Subscription Term you want to increase the number of your Users Subscribing to the Service or your access to additional components of the Service, you must pay the applicable Subscription Fee for each additional User and/or access to the additional Service component and your Subscription Fee will be prorated from the date access to the additional Service components is made available to you and/or the additional Users are added to your Subscription until the commencement of your next Renewal Term.
- 3.4 If you wish to decrease the number of Users Subscribing to the Service or reduce your access to the various Service components you may do so from the commencement of your next Renewal Term when your Subscription Fees will be calculated for your next Renewal Term to take account of the reduced number of Users accessing the Service and/or your reduced access to the Service components.

### 4. SUBSCRIPTION FEES

- 4.1 Your Invoice will be mailed to you on a monthly basis within the first week of the month in which the invoice is received by you and your invoice payable within thirty (30) days of invoice. In addition, you will be requested to sign a debit order form.
- 4.2 You will provide Sage with payment information that is accurate and current, including your billing address and, if Sage accepts payment from you by credit, debit or other bankcard, the expiration date of such credit, debit or other bankcard. You shall notify Sage promptly of any changes to your payment information. You agree to accept invoices from Sage by email and to provide Sage with an email address to which invoices can be sent. You also agree to have in place the relevant procedures to ensure you monitor and check the email address for invoices that may be sent to you in connection with this Agreement.
- 4.3 You may authorize Sage to collect your payment of Subscription Fees in advance in the applicable currency, using the payment method, payment frequency and payment information you provide, and that Sage accepts. You must pay the Subscription Fees and any other charges arising under this Agreement within thirty (30) days of the date on Sage's invoice, or as otherwise agreed with Sage in the applicable Order. Subscription Fees quoted do not include applicable taxes, but applicable taxes will be included in the amount Sage charges you. Subscription Fees may include late fees or penalties incurred because your financial institution fails to honour a check or electronic charge, direct debit or transfer. Late payments will accrue interest at the highest rate permitted by the laws of the Sage Group plc entity from which you purchased your Subscription or as otherwise agreed with your local Sage Group plc entity. You are obligated to pay all Subscription Fees irrespective of whether you received an invoice.
- 4.4 Where you have agreed to pay the Subscription Fee to your Reseller (in the event you purchase the Service and Subscription through a Reseller), the Reseller is responsible for paying all Subscription Fees to Sage on your behalf. If Sage has not received payment of the applicable Subscription Fees either from you or from your Reseller (as the case may be) or if Sage has received notification from your Reseller of your non-payment of the same, then without prejudice to Sage's other rights and obligations Sage may suspend or terminate your Subscription.
- 4.5 The Subscription Fees you pay will be based on Sage's current price list, which may vary from time to time and are subject to such concessions as Sage may in its absolute discretion apply from time to time. Subscription Fees may increase in accordance with clauses 3.3 and 3.4.
- 4.6 Sage reserves the right to increase the Subscription Fees annually on 1 January or on commencement of your Renewal Term. Sage will use its reasonable endeavours to give you (or your Reseller if you purchased your Subscription from a Reseller) 60 days' written notice prior to the commencement of your Renewal Term of the amount by which your Subscription Fees will increase (unless the Sage Group plc entity from which you purchased your Subscription has agreed to give you a different number of days written notice prior to your Renewal Term). If you continue to Use your Subscription after the fee change takes effect, you will be deemed to (a) agree to the fee change and (b) authorize Sage to collect the new Subscription Fee amount using the agreed payment method. Sage shall be entitled to increase the Subscription Fees at the start of each Renewal Term upon giving you reasonable prior written notice by an amount not exceeding the Consumer Price Index plus 2% (two percent).

- 4.7 You are responsible for providing Sage with your most current contact and billing information. You agree that, so long as your Subscription is active, Sage may automatically bill the same credit card or debit the same bank account you provided to Sage on the same periodic basis as previously agreed with you, unless subsequently agreed otherwise.
- 4.8 Subject to clause 5.3, if you have agreed to pay the Subscription Fee to your Reseller, then the terms in your agreement with your Reseller in relation to payment of Subscription Fees and any other services provided by the Reseller to you will prevail over the payment terms in this clause 4.

## 5. OWNERSHIP RIGHTS

- 5.1 Your right to Use the Subscription is licensed and not sold.
- 5.2 As between you and Sage:
- 5.2.1 you shall own and retain all right, title and interest in Your Content, including your trade names, service marks, or any other trade insignia;
- 5.2.2 Sage and/or its licensors shall own and retain all intellectual property right, titles and interest in and to:
- I. their respective trade names, logos, service marks, or any other trade insignia,
  - II. the Service, Documentation and the underlying technology, and
  - III. all content, including, without limitation, Sage Technology, but excluding Your Content.
- 5.3 Any right to Use, transmit, reproduce, distribute, download, or exploit Sage Technology not expressly licensed to you in this Agreement is strictly prohibited. All rights not expressly set out in this Agreement are reserved by Sage.
- 5.4 You agree that Sage may, when necessary to maintain, upgrade, troubleshoot, and/or protect the integrity of your Subscription, Your Content and the Service, access and/or download Your Content on a limited basis and for the sole purpose of completing maintenance, upgrades, troubleshooting, and/or protecting the integrity of your Subscription, Your Content, and the Service.

## 6. LIMITED WARRANTIES AND DISCLAIMERS

- 6.1 Sage warrants that:
- 6.1.1 the Service will perform substantially in accordance with the Documentation (where utilised in accordance with Sage's operating instructions) and will be provided with reasonable care and skill. This warranty only applies so long as you use the Service in accordance with Sage's operating instructions (for example, the Documentation); and
- 6.1.2 during your Subscription Term it will use commercially reasonable efforts to ensure that the Service will meet the service level specified in any service level guidelines notified to you by the Sage Group plc entity from which you purchased your Subscription.
- 6.2 If you notify Sage in writing that the Service does not conform with any of the warranties in clause 6.1 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 Service 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 6.1.
- 6.3 Sage:
- 6.3.1 does not warrant that your Use of the Service will be uninterrupted or error-free, or that the Service, Documentation and/or the information obtained by you through the Service will meet your requirements or produce particular outcomes or results (irrespective of whether you informed Sage or a Reseller about how you intend to use the Service at the point of purchase); and
- 6.3.2 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 Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.4 OTHER THAN THE EXPRESS, LIMITED WARRANTIES STATED IN THIS CLAUSE 6, SAGE AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, CONDITIONS OR GUARANTEES (A) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (B) OF FITNESS FOR A

PARTICULAR PURPOSE, OR (C) OF NON-INFRINGEMENT OF PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND (D) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. YOU ACKNOWLEDGE THAT THE UTILITY OF BUSINESS MANAGEMENT SOFTWARE DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES AND THAT YOU ARE FREE TO DECIDE AND ARE RESPONSIBLE FOR DECIDING WHEN TO CEASE USING THE SERVICE.

## 6.5 Other Limitations and Requirements

- 6.5.1 If you purchased your Subscription or any other related services from any distributor, reseller or dealer (including a Reseller) you should investigate and satisfy yourself regarding their experience, skills and qualifications. Any such third party from whom you have purchased the Subscription or other services is an independent contractor and is expressly not appointed or authorised by Sage as its servant or agent. No such person has any authority, either express or implied, to amend this Agreement, or to enter into any contract or provide any representation, warranty or guarantee with or to you on Sage's behalf, or otherwise to bind Sage in any way whatsoever. Sage will not be responsible for any modifications made to the Service by such persons, nor for any of their acts or omissions.
- 6.5.2 YOU ARE RESPONSIBLE FOR ADOPTING REASONABLE MEASURES TO:
- I. ENSURE THE ACCURACY OF YOUR CONTENT AND THE PROCESS BY WHICH IT IS INPUT INTO THE SERVICE;
  - II. EXAMINE AND CONFIRM RESULTS OBTAINED FROM THE SERVICE BEFORE YOU RELY ON IT;
  - III. ADOPT PROCEDURES TO IDENTIFY AND CORRECT ERRORS AND OMISSIONS; AND/OR
  - IV. RECONSTRUCT YOUR CONTENT.

## 7. EXCLUSIONS OF AND LIMITATIONS ON LIABILITY

- 7.1 Nothing in this Agreement excludes Sage's liability for:
- 7.1.1 death or personal injury caused by Sage's negligence;
  - 7.1.2 fraud or fraudulent misrepresentation; and/or
  - 7.1.3 any other matter Sage cannot limit or exclude by applicable law.
- 7.2 You acknowledge that the provision of the Service is inherently complex and may not be free from errors and that you have been advised to verify the work produced by the Service. Subject to clause 8.1 neither Sage nor its suppliers, or third-party providers shall be liable to you whether in tort, (including negligence or breach of statutory duty), delict, contract, misrepresentation, restitution or otherwise (even if Sage knew or should have known there was a possibility you could suffer or incur such loss or damage) for:
- 7.2.1 any special, indirect, incidental, consequential or punitive damages resulting from any defect in the Subscription;
  - 7.2.2 any loss of profits, loss of business, loss of chargeable time, loss of anticipated savings, depletion of goodwill or similar losses however caused;
  - 7.2.3 loss of use or loss of or damage to data/information inputted by you into the Service.
- 7.3 SUBJECT TO CLAUSES 8.1 AND 8.2 IN NO EVENT SHALL SAGE'S LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, YOUR SUBSCRIPTION OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM, OR ANY SHORTER PERIOD IF THIS AGREEMENT TERMINATES FOR ANY REASON PRIOR TO THE END OF YOUR FIRST SUBSCRIPTION PERIOD.
- 7.4 You acknowledge and agree that this Agreement allocates risk between you and Sage as authorized by applicable law and that the Subscription pricing reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set out in this Agreement shall remain in full force and effect.
- 7.5 You acknowledge that unless you and Sage agree in writing for Sage to provide any professional services directly to you in connection with your Subscription, you are responsible for engaging a qualified third party to provide any professional services for you on terms you negotiate. You also acknowledge that you are responsible for independently investigating the skills and qualifications of such third party to ensure that they provide you with the level of skill and service your business requires. You agree that Sage shall have no liability

whatsoever for any failure associated with such professional services, even if the party you engage is an authorized or certified Reseller, consultant, or installer of Sage products or services.

- 7.6 In the event that you wish to bring a claim or other civil proceeding arising out of or in connection with this Agreement, you represent and warrant to Sage that the involvement of you and any of your Affiliates in such a claim or proceeding shall not give rise to any increase in or multiplication of any cap placed on Sage's liability.

## 8. INDEMNIFICATION

- 8.1 If you receive notice of any claim that your use of any part of the Service infringes any third party's intellectual property right in a patent, copyright, or trade secret (an "Indemnity Claim"), Sage shall defend and shall indemnify and hold you harmless by paying any resulting costs and damages finally awarded by a court of competent jurisdiction with respect to any such Indemnity Claim provided that you:

8.1.1 notify Sage in writing promptly upon becoming aware of the Indemnity Claim;

8.1.2 at Sage's request and expense, give Sage such information and assistance as is reasonable under the circumstances; and

8.1.3 do not independently defend or respond to any claim or threatened claim and give Sage the right to settle the Indemnity Claim in Sage's sole discretion and at Sage's expense.

- 8.2 This indemnification does not extend to any Indemnity Claim:

8.2.1 arising from the combination of the Service with other elements not under Sage's sole control;

8.2.2 arising from any part of the Service that you or a third-party modify, or that incorporates specifications, designs or formulas that you provide;

8.2.3 which arises as a result of your continued Use of the Service after you have been notified that it infringes the rights of a third party; or

8.2.4 if in relation to an Indemnity Claim, you do not comply with clause 8.1 above.

- 8.3 If you are prevented from Using the Service because of an actual or threatened infringement, then at Sage's option:

8.3.1 Sage shall promptly either obtain for you the right to continue Using the affected part of the Service; or

8.3.2 Replace or modify the affected part of the Service so that it becomes non-infringing.

- 8.4 If having used all reasonable commercial efforts Sage cannot achieve either of the circumstances in clauses 8.3.1 or 8.3.2 on reasonable terms and you give Sage a written notice to do so, Sage will promptly refund to you a pro-rata portion of the Subscription Fee based on your Use of the Service during your relevant Subscription Term, when this Agreement including your right to Use the Service shall automatically terminate.

- 8.5 THIS CLAUSE 8 SETS OUT SAGE'S ENTIRE FINANCIAL LIABILITY FOR ANY INDEMNITY CLAIM.

## 9. PRIVACY

Sage will not actively monitor Your Content but will investigate complaints of violations of a third-party right. Sage will cooperate with those attempting to minimize Internet or telecommunication abuse and reserves the right to institute filters or other mechanisms for that purpose. Sage will cooperate with law enforcement authorities and may notify such authorities if it suspects that you are engaged in illegal activities. For more information regarding Sage's protection of your information, please consult Sage's Privacy Notice. In its sole discretion, Sage may change the Privacy Notice from time to time and will post a notice of the changes to the Privacy Notice on its website. Your use of third-party Supplemental Services or Required Third Party Services may also be subject to privacy policies of those third-party providers.

## 10. CONFIDENTIALITY

- 10.1 Sage shall implement commercially reasonable security measures designed to prevent the disclosure or dissemination of Your Content and information regarding your Subscription to any third party without your written consent and shall not use Your Content for Sage's own benefit or for the benefit of any third party, except to the extent permitted by this Agreement. Notwithstanding the foregoing, you agree that Sage may provide Your Content to those third parties that Sage engages to provide services of and support for the Subscription, Required Third Party Services and your Supplemental Services.

- 10.2 You shall implement commercially reasonable security measures designed to prevent the disclosure or dissemination of the Service, Sage Technology and information about your Subscription to any third party without Sage's written consent, and shall not Use the Service, Sage Technology, or information about your Subscription for your own benefit or the benefit of any third party, except to the extent permitted by this Agreement.
- 10.3 If you are or Sage is requested pursuant to, or required by, applicable law, regulation or legal process to make disclosures of information ("Protected Information") otherwise prohibited by clauses 12.1 or 12.2, below, each of us will promptly notify the other (if not prohibited by law or legal or regulatory process) so that the other may seek a protective order or other appropriate remedy or, in the other's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the other party does not waive compliance with the terms of this Agreement, then each party shall furnish only that portion of the Protected Information which it believes in good faith, after consulting with legal counsel, it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Protected Information.

## 11. ANTI-BRIBERY AND CORRUPTION

Each party will and will procure that persons associated with them:

- 11.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements")
- 11.2 not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
- 11.3 not do, or omit to do, any act that may lead the other party to be in breach of any of the Relevant Requirements;
- 11.4 promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement;
- 11.5 have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

## 12. DATA PROTECTION

- 12.1 Where, as part of the Service Sage processes on your behalf data classified as personal data or special categories of personal data as such terms are defined in the Data Protection Laws Sage shall process such personal data in accordance with the Data Protection Laws and other applicable privacy laws. Sage shall:
  - 12.1.1 maintain technical and organizational security measures and safeguards enough to comply with at least those obligations imposed on controllers by the Data Protection Laws; and
  - 12.1.2 act only on instructions from you (as controller) in respect of such personal data and to process it only for the purposes of: (a) performing Sage's obligations under this Agreement and to prevent or address service or technical problems; and (b) as compelled by law in accordance with clause 10 (Confidential Information); or (c) as you expressly permit in writing, and (at Sage's option) allow you to either audit Sage's compliance with the requirements of the Data Protection Laws on reasonable written notice at reasonable intervals or provide you with reasonable evidence of Sage's compliance.
- 12.2 While such personal data is in Sage's possession Sage will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Sage's obligations under this Agreement, except as otherwise specified within this Agreement.
- 12.3 For more information on (a) how Sage uses the information you provide to Sage and (b) any additional country specific information in connection with the Data Protection Laws, you should refer to the website and Privacy Notice of the Sage Group plc entity from which you purchased the Subscription (or such other URL as Sage may notify to you from time to time).

## 13. TERMINATION

- 13.1 This Agreement commences on the Commencement Date and continues for the period as stipulated in the Order unless it is terminated in accordance with the provisions of this Agreement. You cannot access the Service, or the Subscription after this Agreement is terminated.
- 13.2 Your Subscription will automatically renew for the Renewal Term equal to the expiring Subscription Term unless either party gives the other three (3) months written notice of non-renewal before the end of the Subscription term that is expiring. Where a party gives such written notice then your Subscription shall end at the end of the relevant Subscription Term.
- 13.3 Sage may terminate this Agreement on written notice to you:



- 13.3.1 if you fail to pay when due any Subscription Fee and Sage then gives you 10 working days' written notice of such late payment and after 10 working days you have still not paid such amount (unless the Sage Group plc entity from which you purchased your Subscription has agreed a different notice period within which you must pay your Subscription Fee);
  - 13.3.2 if you fail to comply with any term of this Agreement and, if capable of remedy, do not rectify your noncompliance within 30 days of Sage's written notice requiring you to remedy your non-compliance. Where a breach is a material breach or a breach not capable of remedy Sage may in its sole discretion terminate this Agreement on written notice to you with immediate effect;
  - 13.3.3 to the extent applicable under your local jurisdiction, if you cease to exist, cease to trade, become bankrupt, go into liquidation, suffer or make any winding up petition, make an appointment with your creditors, have an administrator, administrative receiver or other receiver appointed, benefit from a statutory moratorium of your debts, or if you are affected by any similar circumstances.
- 13.4 If this Agreement terminates for any reason, Your Content will remain Your Content and you are entitled to extract it before the end of this Agreement. However, your failure to extract Your Content will not prevent this Agreement from ending. Sage may be able to extract Your Content up to 30 days after this Agreement has terminated and may make a charge for providing Your Content to you in such circumstances.
  - 13.5 Sage will have no liability to you or any third party for the termination of this Agreement with or without cause, including without limitation, liability for compensation, reimbursement or damages on account of the loss of prospective profits or on account of expenditures, investments, leases or commitments made in connection with your business or goodwill or for any other reason whatsoever.
  - 13.6 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
  - 13.7 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

#### 14. GENERAL TERMS

- 14.1 Independent Contractors. Each party is an independent contractor and neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other.
- 14.2 Export. The Service and your Subscription may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any United States government denied-party list. You shall not permit your Users of the Service to access or Use the Service in a United States embargoed country or in violation of any United States export law or regulation.
- 14.3 Transfer and Assignment. You shall not transfer, delegate, or assign this Agreement in whole or in part, directly or indirectly, by operation of law, merger, acquisition, or otherwise without Sage's prior written consent. This Agreement is assignable by Sage and Sage is entitled to sub-contract any of its obligations under this Agreement provided that any such sub-contracting will not relieve Sage of its obligations to you.
- 14.4 U.S. Government Restricted Rights. If the Sage Group plc entity with which you contracted for the Subscription and Service is Sage Software, Inc., the Subscription and Service are made available with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government (including its agencies and instrumentalities) is subject to restrictions set forth in 48 CFR 52.227-19 or DFARS 252.227-7014, as applicable. Sage Software, Inc. is the distributor in North America. Sage Software, Inc.'s address in the United States is 271 17<sup>th</sup> 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.
- 14.5 Jurisdictional Rights. This Agreement gives you specific legal rights and you 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 of liability for incidental or consequential damages, so some or all of the provisions of this Agreement may not apply to you in which case the provisions of clause 15.15 will apply.
- 14.6 Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver or continuing waiver of such rights. Such rights may only be waived in writing signed by both parties.
- 14.7 Audit Rights. With or without prior notice, Sage may audit your Use of the Subscription through the Service to ensure that you comply with the terms and conditions of this Agreement. If an audit reveals that you have underpaid fees or owe fees to Sage or your Reseller, Sage will invoice you for the underpayment or amount due based on Sage's price list in effect at the time the audit is completed.

- 14.8 Auto updates. Your Subscription may contain auto update technology, a feature used to provide Maintenance as part of your Subscription. This feature cannot be disabled. This feature will: (a) connect to Sage or service provider computer systems over the Internet; (b) use Internet protocols to recover standard computer information in order to determine whether Maintenance is required; and (c) automatically download and install, or prompt you to download and/or install, current Maintenance. By Using the Service initially, you consent to the transmission of standard computer information and the automatic downloading and installation of Maintenance.
- 14.9 Monitoring. The Subscription may contain technologies that monitor, record and report to Sage, in anonymized form, information regarding your Use of the Service, i.e. information concerning the Devices used to access the Service and the frequency, type and manner of Use (collectively, "Usage Data"). You agree that Sage may, in its sole discretion, collect and use Usage Data to support, maintain, and improve the Service and to enforce Sage's rights under this Agreement. To the extent any Usage Data is personal information within the meaning of applicable law, you hereby consent to Sage's collection and use of such Usage Data for these purposes.
- 14.10 Force Majeure. Sage will have no liability to you under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.
- 14.11 No Third-Party Beneficiaries. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce any terms in this Agreement.
- 14.12 Notices and Electronic Communications. Your day to day communication with Sage must be via the contact details given in Sage's relevant documentation and Sage's communication to you will be via those details given to Sage when you accepted this Agreement (or any new details which you subsequently notify to Sage). Each party will use the appropriate communication medium, including e-mail and in the case of Sage communicating with you, by publishing notices on its website. Any formal notice required to be given under this Agreement will be in writing and will be sent by pre-paid mail or recorded delivery or by email to the party required to receive the notice at the address given for that party. Any notice will be deemed to have been duly received if sent by: (a) pre-paid mail, 48 hours after posting; or (b) recorded delivery on the next business day; or (c) email at 0900 on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt (either specifically or by conduct).
- 14.13 Publicity. With your prior written consent, we may display your name and logo(s) on our website or issue a press release identifying you as a Sage customer. If at any time you do not want Sage to use your name or logo(s) in the ways described above please let us know by sending an email to [ipfilings@sage.com](mailto:ipfilings@sage.com) or by contacting your usual Sage representative. Sage will remove any reference to your name and logo(s) as soon as reasonably possible, however, you acknowledge that it may take a short while to process your request and that some former publications of your name and logo(s) may still be publicly available. For more information about how Sage uses information about you please refer to our Privacy Notice.
- 14.14 Entire Agreement. This Agreement represents the complete and exclusive understanding between you and Sage regarding your Subscription and Use of the Service and supersedes any prior purchase order terms, confirmation, advertising, representation, agreement or other communication, except that if you sign a paper copy of this Agreement the parties agree that the terms in the physical signed document shall prevail over the terms of the subscription agreement to which you indicate your acceptance by clicking the "I Accept" or similar button during the activation of your Subscription. The parties agree that notwithstanding the fact you will still need to click on the "I Accept" or similar button during the activation process, such action does not indicate your acceptance of such terms and that the terms of such subscription licence agreement shall have no effect. The parties acknowledge that in entering into this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing in this clause shall limited or exclude the parties' liability for fraudulent misrepresentation.
- 14.15 Severability. If any provision of this Agreement is found to be void, invalid or unenforceable, it shall be severed from and shall not affect the remainder of this Agreement, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision that conforms to applicable law of the Sage Group plc entity from which you purchased the Subscription and embodies as closely as possible the original intent of the parties.
- 14.16 Dispute Resolution. If a dispute or other disagreement arises between the parties, then:
- 14.16.1 each party agrees to promptly raise the matter internally to the relevant account managers for resolution and if the account managers are unable to rectify the matter within 30 days of being requested to do so, the parties will each escalate the matter to senior managers for resolution who will attempt to resolve the dispute within a further period of 30 days;
- if the senior managers are unable to resolve the matter within 30 days of being requested to do so, the parties will each escalate the matter to a director or vice president. The director or vice president will then in good faith attempt to resolve the matter within a further period of 30 days;
- 14.16.2 where the matter has not been resolved following the procedure in subclauses 15.16.1 and 15.16.2, then either:
- I. where you Subscribe to the Service primarily in North America, Argentina, Caribbean (except French Caribbean), Chile, Columbia, Cuba, Ecuador, Guatemala, Mexico, Panama, Peru, Puerto Rico or Uruguay, then any cause of

action or claim arising out of or relating to this Agreement or the breach thereof, including without limitation, the validity, enforceability or scope of this Agreement, shall be settled by binding arbitration conducted in Atlanta, Georgia. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In addition, you agree that any cause of action or claim will be arbitrated individually and that you will not consolidate or seek class treatment for any claims, unless previously agreed to in writing by you and Sage; or

II. otherwise either party is free to pursue alternative remedies.

- 14.17 Neither party can 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 this clause 15.16 except where a party seeks interim injunctive relief or to issue a claim within an applicable limitation period.
- 14.18 **Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the Sage Group plc entity that you are contracting with as set out in the column entitled "Governing Law" in the table set out in Exhibit A. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and State (as applicable) of the Sage Entity you are contracting with as set out in the column entitled "Court of Jurisdiction" in the table set out in Exhibit A over any claim or matter arising out of or in connection with this Agreement or the legal relationships established by it.
- 14.19 **Purchasing through a Reseller.** Purchasing through a Reseller. The following supplemental terms apply if you purchase the Service and Subscription through a Reseller:
- I. If you place an order for the Service and Subscription with a Reseller: (i) such document shall constitute an Order; and (ii) your acceptance of such Order shall be an acceptance of this Agreement provided that any transactions solely between you and the Reseller shall not form part of this Agreement. First line technical support for the Software will be provided by the Reseller, unless otherwise expressly stated in your Order or your agreement with the Reseller. Any non-payment of fees owed to a Reseller under an Order shall amount to a material breach of this Agreement. If you have purchased the Service and Subscription from a Reseller you should investigate and satisfy yourself regarding the experience, skills and qualifications of that Reseller. Any Reseller is an independent contractor and is neither appointed nor authorised by us as our consultant, subcontractor or agent. We do not endorse, and do not make any representation, warranty or promise regarding any Reseller and shall have no liability whatsoever for any damage, liabilities or losses caused by any Reseller.

**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	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. 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 arty 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. 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.
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