



## Subscription Agreement

**IMPORTANT NOTICE!** Thank you for your interest in Sage products. **PLEASE SCROLL THROUGH AND READ ALL OF THE FOLLOWING SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS (THE "AGREEMENT") CAREFULLY BEFORE SUBMITTING YOUR APPLICATION AND CONCLUDING THE ACTIVATION PROCESS. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND SAGE FOR YOUR SUBSCRIPTION.**

**YOU WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND ALL OF ITS TERMS AND CONDITIONS, AND 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 IT FOR YOU: (1) CLICKING "I AGREE" OR A SIMILAR AFFIRMATION AS APPLICABLE THAT APPEARS DURING ACTIVATION OF YOUR SUBSCRIPTION, OR (2) USING THE SUBSCRIPTION. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT AND THE TERMS AND CONDITIONS APPLICABLE TO REQUIRED THIRD PARTY SERVICES, EACH IN THEIR ENTIRETY AND WITHOUT MODIFICATION OR ADDITION, THEN YOU DO NOT HAVE A LICENSE TO USE THE SUBSCRIPTION.**

### **1 LICENSE GRANT AND RESTRICTIONS**

**a. License Grant.** Subject to your compliance with this Agreement and payment of all applicable Subscription Fees, Sage ("Sage" and other capitalized terms are defined in **Section 2**, below) 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 in accordance with instruction and documentation that Sage provides only if you or someone acting on your behalf and at your direction (such as your Reseller) has:

- i. Placed an order with Sage for an initial Subscription or a Subscription upgrade (such as for more users, Supplemental Services, etc.) and Sage has accepted such order and Enabled Use of your Subscription; and,
- ii. Accepted all of the terms and conditions of this Agreement either before or during activation of your Subscription (as described above), and
- iii. Accepted or agreed to all of the terms and conditions that a third party imposes on your use of a Required Third Party Service.

**b. Required Third Party Services.** Your Subscription may include Required Third Party Services. Your use of a Required Third Party Service is subject to the terms and conditions imposed by the Required Third Party Service provider(s). Required Third Party Services are a required component of your Subscription and described in the Subscription Schedule found at the end of this Agreement. 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 the Subscription.

**c. License Restrictions.**

- i. Except for certain Client Software that you may need to install directly on your Device(s), you are only authorized to access and Use the functionality of the Product through (i) your private Internet or extranet using an Internet connection you provide, or (ii) a wireless communication network you own or subscribe to, (iii) on Devices that you provide.
- ii. You shall install and Use Client Software according to Sage's instructions solely to support your Use of the Product. You may not install any components of the Product on your Devices unless Sage provides express instructions for you to do so.
- iii. You shall not:
  1. Rent, lease, sublicense, loan, sell, reuse, distribute, market or commercialize any portion of the Subscription or Product or Use the Product or Client Software as part of a facility management, timesharing, or service bureau arrangement or for software or application development;
  2. Duplicate any portion of the Product or Documentation or remove any proprietary notices or labels from the Product or Services, 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;
  3. Transfer or delegate any right granted to you under this Agreement or permit any parent, affiliate, 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, except that you may Use the Subscription and Product to process the data of an Affiliate only if your aggregate Use of the Product is limited to a single dataset; and,
  4. Conduct any activity prohibited by **Section 6c**.
- iv. Except to the minimum extent allowed by your local jurisdiction, you shall not rename files of, 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 Product, Client Software, or Required Third Party Services, in whole or in part. If your local jurisdiction allows any of these activities, you shall provide Sage with ten (10) business days' prior written notice before conducting any of these activities.
- v. If you access a Subscription for evaluation purposes (an "**evaluation subscription**"), you acknowledge and understand (i) that the evaluation subscription may be Used for evaluation purposes only, (ii) that the evaluation subscription shall be

operable only for a limited time, and (iii) upon expiration of the evaluation subscription, Your Content that is Used with, processed by and/or stored in conjunction with the evaluation subscription may be irretrievable, unrecoverable and/or otherwise unusable. **Sections 8a, 8b, and 8c** of this Agreement do not apply to evaluation subscriptions.

## 2 DEFINITIONS

- a. **"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.
- b. **"Agreement"** means the terms and conditions that make up this Subscription Agreement, including those set out or referenced in the Subscription Schedule.
- c. **"Client Software"** means software that you must download to your on-premise computers or other Device(s) or network to access or Use your Product, Service Plan, or Subscription.
- d. **"Customer Support"** means assistance Sage provides or makes available to you on-line or by phone, email, chat or other means because your Subscription includes a Service Plan.
- e. **"Device"** means a computer, workstation terminal, handheld PC, pager, telephone, smart phone, or other electronic or wireless device you use to access any part of your Subscription.
- f. **"Documentation"** means the specifications that are set forth in the Product help files and any release-related notes, guides or manuals Sage publishes specific to the version of the Product made available as part thereof.
- g. **"Enabled Use"** means Sage has provided you with the necessary instructions and activation codes that you need to access and begin Use of your Subscription.
- h. **"Maintenance"** means updates, upgrades, enhanced and new functionality, patches, and fixes for the Product made available to you because your Subscription includes a Service Plan or at Sage's option.
- i. **"Privacy Policy"** means Sage's privacy policy posted at <http://na.sage.com/us/legal>.
- j. **"Product"** means the software product or service, including related Maintenance, Sage makes available to you through or which utilizes a hosted, cloud, or wireless environment as part of your Subscription and for which you pay the applicable Subscription Fee.
- k. **"Reseller"** means an independent third party authorized by Sage to sell Subscriptions.
- l. **"Required Third Party Service"** means a required service, software, or Subscription functionality made available by a provider other than Sage that Sage makes a part of your Subscription.
- m. **"Sage"** means the Sage company that makes the Subscription available to you.
- n. **"Sage Technology"** means images, text, software, music, sound, photographs, video, graphics, applets, documentation, screen shots, displays, graphical user interfaces and software incorporated into the Product or Client Software and all copyright, trade secret, patent and patent applications, trademark and other intellectual property rights in and to the Product and Client Software, 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."
- o. **"Service Plan"** means a plan you acquire as part of your Subscription that provides you Customer Support and/or Maintenance during the Subscription Term.
- p. **"Subscription"** means your access to and Use of the Product in a hosted, cloud, or wireless environment, installation and Use of related Client Software, Use of a Service Plan and of Supplemental Services and Required Third Party Services that Sage makes available to you as part of this Agreement.
- q. **"Subscription Fee(s)"** means the purchase price you owe Sage for access to the various components of your Subscription.
- r. **"Subscription Schedule"** is that part of this Agreement that describes the Product, Client Software, your Service Plan, Required Third Party Services, optional Supplemental Services you may include in your initial Subscription and other information about and important terms and conditions applicable to your Subscription.
- s. **"Subscription Term"** means the period during which Sage enables you to access your Subscription and includes your initial Subscription and each renewal of your Subscription.
- t. **"Supplemental Services"** means optional software or services you may elect to include in your Subscription.
- u. **"Use"** means to activate the Subscription and install the Client Software, execute the Product and Use Customer Support, provided that:
  - i. You access the Subscription only from your Devices; and,
  - ii. You execute the functionality of the Product during the Subscription Term (i) for its intended purpose solely in connection with the management of the business that you and 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); and,
  - iii. You make only a reasonable number of backup copies of the Client Software solely for the purpose of reinstalling it if reinstallation becomes necessary.
- v. **"You," "you," "Your," and "your"** means or refers to the company or person that Sage has registered as the licensee of the Subscription.
- w. **"Your Content"** means the data and other information that you upload to or process through the Product.

x. **“Your Users”** means individuals that access your Subscription through use of your network, Devices or user ID(s) and a password(s).

### **3 MODIFICATIONS TO YOUR SUBSCRIPTION AND THIS AGREEMENT**

If Sage makes modifications to this Agreement that are required by law or do not materially affect use of your Subscription, the changes take effect immediately. Other modifications (except for those affecting the price of your Subscription – see **Section 5d**, below) will take effect one (1) month after Sage sends notice of the modifications if you continue to use your Subscription after the end of the month. Your use of the Subscription after the one (1) month period constitutes your acceptance of and agreement to the modifications.

### **4 SUBSCRIPTION TERM**

This Agreement shall begin when Sage completes the steps necessary to Enable Use of your Subscription and continues until terminated as set forth in this Agreement. The length of your Subscription Term and instructions for terminating your Subscription are described in the Subscription Schedule.

### **5 SUBSCRIPTION FEES**

- a. Additional terms regarding payments and other money matters are included in the Subscription Schedule.
- b. As part of the Subscription registration process, you will provide Sage with a payment method and payment information that is accurate and current, including your billing address and the expiration date of a credit, debit or other bankcard you use for your payment method if Subscription Fees are required. You shall notify Sage promptly of any changes to your payment information.
- c. You authorize Sage to collect your payment of Subscription Fees in advance in the applicable currency, using the payment method and payment information you provide and that Sage accepts. 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 honor a check or electronic charge, debit or transfer. Late payments will accrue interest at the higher of one and one-half percent (1½%) per month or at the highest rate permitted by law. You are obligated to pay all Subscription Fees irrespective of whether you received an invoice. Failure to meet any of your payment obligations will be a material breach of this Agreement and allow Sage to suspend or terminate your Subscription.
- d. Sage may increase or decrease your Subscription Fees after giving you **forty-five (45) days' notice** before the change takes effect. If you continue to use your Subscription after the Fee change takes effect, you will be deemed to (i) agree to the Fee change and (ii) authorize Sage to collect the new Fee amount using your payment method.

### **6 RULES REGARDING USE OF YOUR SUBSCRIPTION**

- a. You shall (i) comply with all applicable laws and regulations pertaining to your Use of and access to your Subscription; (ii) prevent unauthorized access to your Subscription and promptly notify Sage of any unauthorized access or use, (iii) Use the Subscription, Product, and Client Software only in accordance with its documentation and this Agreement, (iv) comply with all notices, policies and instructions Sage provides regarding Your Content, and (v) keep confidential all user ID(s) and passwords Sage provides you to access and activate your Subscription.
- b. **You are solely responsible for (i) Your Users' compliance with this Agreement, and (ii) 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.**
- c. **Prohibited Activities.** You shall not use the Subscription to and Sage may suspend or terminate your Subscription if you (i) provide Sage with fraudulent information, (ii) send spam or other unsolicited or duplicative messages in violation of applicable laws; (iii) store, distribute or transmit material that is (a) obscene, threatening, libelous or otherwise unlawful or tortious (including material harmful to children or in violation of third party privacy or intellectual property rights), or (b) contains viruses or other harmful or malicious code that may compromise the security or functionality of any website, program, process, business or data; (iv) use any tool, process, or method to (a) collect or detect email addresses, financial information, or other information from Sage or other Sage customers; or (b) attempt to gain unauthorized access to the Subscription, the Product, other accounts, computer systems or networks connected to or supporting the Subscription through hacking, password mining or any other means; (v) post, upload, use framing techniques to use or otherwise distribute copyrighted material without the consent of the copyright holder; (vi) 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 (vii) make or attempt to make a local non-cache copy of any part of the Subscription. You shall not facilitate or aid a third party in any activity described in this **Section 6c**.
- d. 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, hardware, 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 Product impairs or adversely affects Sage's operations or the Product, including Use of the Product by others.

## 7 OWNERSHIP RIGHTS

Your right to Use the Subscription is licensed and not sold. As between you and Sage (a) you shall own and retain all right, title and interest in Your Content, including your trade names, service marks or any other trade insignia, and (b) Sage and its licensors shall own and retain all right, title, and interest in and to (i) their respective trade names, service marks or any other trade insignia, (ii) the Product, Client Software and the underlying technology, and (iii) all content including without limitation Sage Technology but excluding Your Content. Any right to use, transmit, reproduce, distribute, or download or exploit Sage Technology not expressly licensed to you in this Agreement is strictly prohibited. All rights not expressly set forth hereunder are reserved by Sage.

## 8 LIMITED WARRANTIES AND DISCLAIMERS

**a. Product.** Sage warrants that for one hundred and eighty (180) consecutive days after Sage Enables Use of your Subscription (the "**Product Warranty Period**"), the Product, when properly Used, shall perform substantially in accordance with the Documentation. Sage does not warrant or represent that your Use of the Product will be uninterrupted or error-free. If you report to Sage in writing within the Product Warranty Period any non-conformity between the Documentation and the Product (a "**Warranty Claim**"), and if Sage is able to replicate and verify that such non-conformity exists, Sage shall make commercially reasonable efforts to correct such non-conformity and if successful, make such correction available to you at no additional cost. If such efforts are unsuccessful and the non-conformity is material, you may terminate this Agreement, discontinue Use of your Subscription, return all Client Software to Sage, comply with any termination provisions imposed on you by Sage or a third party provider, and Sage will ensure that you receive a refund of the Subscription Fees you paid in the three (3) months preceding the Warranty Claim.

**b. Customer Support.** If you are entitled to receive Customer Support as part of your Subscription and if you have paid all required Subscription Fees, Sage warrants that during your Subscription Term, Sage will use qualified personnel to provide Customer Support in a professional manner consistent with industry standards.

**c. Media.** If Sage provides you media to install Client Software, Sage warrants that the media is free of defects in materials and workmanship under normal use for the Product Warranty Period. Your remedy for a breach of this media warranty is limited to replacement of the defective media.

**d. Subsections 8a, 8b, 8c and 8d** state your **SOLE AND EXCLUSIVE REMEDIES** for any breach of the warranties contained in those Subsections.

**e. OTHER THAN THE EXPRESS, LIMITED WARRANTIES STATED IN THIS SECTION 8, SAGE AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, CONDITIONS OR GUARANTEES (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, (iii) OF NON-INFRINGEMENT OF PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND (iv) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU ACKNOWLEDGE THAT: (v) THE UTILITY OF BUSINESS MANAGEMENT SOFTWARE DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES, (vi) YOU ARE FREE TO DECIDE AND ARE RESPONSIBLE FOR DECIDING WHEN TO CEASE USING THE SOFTWARE, AND (vii) SAGE DISCLAIMS ANY RESPONSIBILITY TO MAKE AVAILABLE LATER-RELEASED PRODUCT OR SUBSCRIPTIONS, OR OTHERWISE RENDER ANY CUSTOMER SUPPORT UNLESS THEY ARE INCLUDED IN A SERVICE PLAN THAT IS PART OF YOUR SUBSCRIPTION AND YOU HAVE PAID ALL APPLICABLE SUBSCRIPTION FEES.**

**f. Other Limitations and Requirements.**

**i.** No employee, agent, or representative of Sage, any reseller (including your Reseller) or any other third party is authorized to make any warranty with respect to the Product or Subscription, except those expressly made part of this Agreement and you may not rely on any such unauthorized warranty. You acknowledge that you have chosen or accepted your Reseller and that such Reseller is an independent party and not an agent of Sage.

**ii. YOU ARE RESPONSIBLE FOR ADOPTING REASONABLE MEASURES TO: ENSURE THE ACCURACY OF YOUR CONTENT AND THE PROCESS BY WHICH IT IS PUT INTO THE PRODUCT, EXAMINE AND CONFIRM RESULTS OBTAINED FROM THE PRODUCT BEFORE YOU RELY ON IT, ADOPT PROCEDURES TO IDENTIFY AND CORRECT ERRORS AND OMISSIONS, AND RECONSTRUCT YOUR CONTENT.**

## 9 EXCLUSIONS OF AND LIMITATIONS ON LIABILITY

**a.** You acknowledge that software is inherently complex and may not be free from errors, and that you have been advised to verify the work produced by the Product. Neither Sage nor its suppliers, or third party providers shall be liable for any special, indirect, incidental, consequential or punitive damages resulting from any defect in the Subscription, even if Sage has been advised of the possibility of such damages. This means Sage is not responsible or liable for damages or costs incurred as a result of lost time, loss of data, loss of anticipated profits, lost opportunity cost, or loss of Use of the Subscription, nor for damages or costs incurred in connection with obtaining substitute subscription services or support, claims made against you by others or similar costs. **IN NO EVENT SHALL SAGE'S LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT, 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.** 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 limitations of liability and exclusion of damages set forth in this Agreement shall remain in full force and effect.

**b.** You acknowledge that unless you and Sage agree in writing for Sage to provide services to implement your Subscription, you are responsible for engaging a qualified party to provide implementation services for you on terms you negotiate. You also acknowledge that you are responsible for independently investigating the skills and qualifications of such 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 implementation services, even if the party you engage is an authorized or certified Reseller, consultant, or installer of Sage products or services.

## **10 INDEMNIFICATION**

**a.** You shall defend, indemnify, and hold Sage harmless from any third party claim related to or arising from (i) your or a third party's Use of or access to your Subscription or Your Content; (ii) all activities occurring under your user ID and password; (iii) any item or service sold or advertised in connection with Your Content or information; and (iv) Your Content, if it (1) contains any defamatory, libelous or illegal material; (2) infringes a third party's patent, copyright or other intellectual property or trade secret right, or (3) violates a third party's right of privacy or publicity. Sage reserves the right at its expense to participate in the defense of such claims but shall have no obligation to do so. You shall not settle any such claim or liability without the prior written consent of Sage, which Sage shall not unreasonably withhold.

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

- i.** Notify Sage in writing promptly upon becoming aware of the Indemnity Claim,
- ii.** At Sage's request and expense, give Sage such information and assistance as is reasonable under the circumstances, and
- iii.** Give Sage the right to settle the Indemnity Claim in Sage's sole discretion and at Sage's expense.

**c.** This indemnification does not extend to any Indemnity Claim arising from a combination of the Product or Client Software with other elements not under Sage's sole control, or arising from any part of the Product or Client Software that you or a third-party modify, that incorporates specifications, designs or formulas that you provide, or information, services or technical support furnished by a third party. If you are prevented from using the Product or Client Software because of an actual or claimed infringement, then at Sage's option, Sage shall promptly either obtain for you the right to continue using the affected part of the Product or Client Software, replace or modify the affected part of the Product or Client Software so that it becomes non-infringing, or if none of the foregoing alternatives are possible after Sage exercises commercially reasonable efforts, you may terminate your Subscription and Sage shall ensure that you receive a refund of or credit for any pre-paid but unused portion of the Subscription Fees you paid.

**d.** **THIS SECTION 10 SETS OUT SAGE'S ENTIRE FINANCIAL LIABILITY FOR ANY INDEMNITY CLAIM.**

## **11 THIRD PARTY COMPONENTS OF YOUR SUBSCRIPTION**

Your Subscription may include optional Supplemental Services or Required Third Party Services that are licensed or made available to you by a provider other than Sage. Your use of third party components is subject to the terms and conditions imposed by the third party provider, including the providers' privacy policies. Your relationship with respect to third party components may be with the third party directly and not with Sage.

## **12 PRIVACY**

**a.** 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 Policy (<http://na.sage.com/us/legal>). In its sole discretion, Sage may change the Privacy Policy from time to time and will post notice of the changes to the Sage Privacy Policy website.

**b.** Your use of third party Supplemental Services or Required Third Party Services may be subject to privacy policies of those third party providers.

## **13 CONFIDENTIALITY**

**a.** 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.

**b.** You shall implement commercially reasonable security measures designed to prevent the disclosure or dissemination of the Product, Client Software, Sage Technology and information about your Subscription to any third party without Sage's written

consent and shall not Use the Product, Client Software, 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.

c. 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 **Subsections 13a or 13b**, above, 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 of us shall furnish only that portion of the Protected Information which it believes in good faith, after consulting with counsel, it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Protected Information.

#### 14 PROCESSING OF EU DATA

To the extent the EU General Data Protection Regulation 2016/679 (the “GDPR”) governs Sage’s processing or controlling of personal data, then the Data Processing Addendum posted at

[http://www.sage.com/na/~media/site/legal/dpa/DPA\\_for\\_North\\_America\\_04302018.pdf](http://www.sage.com/na/~media/site/legal/dpa/DPA_for_North_America_04302018.pdf) (or such other URL as Sage may notify You of), and which may be amended by Sage from time to time, shall apply.

#### 15 TERMINATION

a. Terms, information, and instructions for terminating your Subscription are included in the Subscription Schedule.

b. This Agreement and the license granted to you will terminate automatically and without notice if you fail to comply with any term or condition of this Agreement, including but not limited to the payment of all Subscription Fees when due. **THE SUBSCRIPTION OR PRODUCT MAY CONTAIN TECHNOLOGY THAT ALLOWS SAGE TO TERMINATE YOUR USE OF THE SUBSCRIPTION OR PRODUCT OR CONVERT YOUR ACCESS TO READ-ONLY STATUS IN THE EVENT YOU MATERIALLY BREACH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, YOUR FAILURE TO PAY SUBSCRIPTION FEES WHEN DUE. IF SAGE CONVERTS YOUR ACCESS TO READ-ONLY, YOU WILL NOT BE ABLE TO ENTER NEW DATA.** Upon termination or expiration of this Agreement, you shall return Client Software to Sage, comply with any termination provisions imposed on you by a third party provider, and destroy all other Client Software copies in your possession or control.

c. You may terminate this Agreement if Sage does not cure a material breach within thirty (30) days after you provide Sage written notice of the breach. In such event, Sage will refund prepaid Subscription Fees for services Sage has not provided.

d. Sage may terminate this Agreement for convenience on sixty (60) days written notice.

e. Sage shall not be liable to you or to any third party for termination of your Subscription in accordance with this Agreement.

f. Except as described in the Subscription Schedule, when this Agreement terminates your access to your Subscription will end.

g. Any provision in this Agreement which when reasonably read as intended to survive the termination of this Agreement shall survive, including without limitation, the disclaimer of warranties, limitations of liability, and indemnification.

#### 16 GENERAL TERMS

a. **Independent Contractors.** This Agreement is not intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties.

b. **Export.** You shall not violate any U.S. Export Administration Regulations or end-user, end-use, and destination restrictions issued by the United States and other governments applicable to the Product, Client Software, or your Subscription.

c. **Sanctions.** At all times during the term of this Agreement and Your Use of the Software, You hereby confirm that: (i) you shall, at all times during the Subscription Term, conduct your 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, the US and EU; (ii) neither you nor any of your 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 are you or any of your Affiliates owned or controlled by a politically exposed person; and (iii) you have and shall maintain throughout the Subscription Term appropriate procedures and controls to ensure and be able to demonstrate your compliance with this **Subsection 16c**. You shall not permit Your Users 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 (for purpose of this **Subsection 16c**, “**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 United States, United Nations or elsewhere). Such access and/or use is not permitted by us and shall constitute a material breach of this Agreement, and where we are aware of or suspect you (or any of Your Users) to be accessing, using, permitting or otherwise facilitating such access and/or use in any Restricted Territory in breach of such laws or regulations, we may immediately suspend your access to the Software and investigate any potential breach. You will promptly notify us if either you or any of your Affiliates has violated, or if a third party has a reasonable basis for alleging that you or any of your Affiliates has violated, this **Subsection 16c**. In the event that we have grounds to suspect that you are accessing and/or using the Software in violation of this **Subsection 16c**, you shall provide us with your full cooperation and assistance in respect of your access and/or use of the Software and in respect of your compliance with this **Subsection 16c**. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with your (or your Users) breach of this **Subsection 16c**.

d. **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.

e. **U.S. Government Restricted Rights.** The Subscription, Product, and Client Software 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 is the Manufacturer. Sage's address in the United States is 271 17<sup>th</sup> Street NW, Suite 1100, Atlanta, Georgia 30363; Sage's address in Canada is 120 Bremner Blvd., Suite 1500, Toronto, Ontario M5J 0A1, Canada.

**f. Jurisdictional Rights.** This Agreement gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. 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 those provisions of this Agreement may not apply to you.

**g. Dispute Resolution, Waiver of Collective or Class Action, Choice of Law, Statute of Limitations and Language.** 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 pursuant to this **Subsection 16g** and the applicable rules of either J.A.M.S./Endispute or the National Arbitration Forum in effect at the time the claim is filed. 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. This Agreement shall be governed by the laws of (i) the State of Georgia if primary Use of the Product occurs in any jurisdiction other than Canada, or (ii) the Province of Ontario if primary Use of the Product occurs in Canada, each without regard to the conflict of laws provisions thereof or to the United Nations 1980 conventions on the International Sale of Goods. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. *Les Parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.* **ANY CLAIM OR CAUSE OF ACTION REGARDLESS OF FORM MUST BE BROUGHT NO MORE THAN ONE (1) YEAR AFTER IT AROSE, OTHERWISE THE CLAIM OR CAUSE OF ACTION SHALL BE BARRED, EXCEPT THAT THE FOREGOING LIMITATION AND THE ARBITRATION PROVISION SHALL NOT APPLY TO THE ENFORCEMENT BY SAGE OF YOUR PAYMENT OBLIGATIONS AND ANY OF SAGE'S INTELLECTUAL PROPERTY RIGHTS. THIS PROVISION SHALL SURVIVE TERMINATION AND EXPIRATION OF THIS AGREEMENT.**

**h. 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 a writing signed by both parties.

**i. Audit Rights.** With or without prior notice Sage may audit your Use of the Subscription, Product and Client Software 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, 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.

**j. Service Plan.** Sage posts Service Plan information at <https://www.sage.com/en-us/support/> (or a successor web site for the service plan information) and related web pages that describe the features for and benefits of the Product you license or the Subscription you purchase.

**k. Sage Advisor** - product enhancement program. If you have not previously opted out of participating in Sage's product enhancement program ("PEP"), you may automatically be enrolled in PEP when you activate your Subscription. Through PEP, Sage collects information on your hardware environment and how and when you Use your Subscription and its in-product help and services. This information helps Sage identify trends and usage patterns to improve the quality of the products and services Sage offers.

**l. 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 installing the Product initially, you consent to the transmission of standard computer information and the automatic downloading and installation of Maintenance.

**m. Force Majeure.** Neither party will be in default of this Agreement if the party's performance is delayed or prevented for any delay, nonperformance or related damages if such delay or nonperformance is due to causes beyond its reasonable control, including, but not limited to acts of God, electrical power failure, loss of communications, fire, explosion, war, action of any governmental authority or the delay of third parties

**n. No Third Party Beneficiaries.** This Agreement is solely for the parties' benefit and not for the benefit of any other person or entity, except for permitted successors and assigns.

**o. Notices and Electronic Communications.** Sage may send any notices permitted or required under this Agreement by e-mail, express mail or by a nationally recognized courier to your last known address, effective upon transmission (if by email or express mail) or on receipt (if by courier). Evidence of successful transmission shall be retained. You shall send legal notices to Sage at Sage Software, Inc., Attn: General Counsel. 271 17<sup>th</sup> Street NW, Suite 1100, Atlanta, Georgia 30363; Fax: 770-717-6481.

**p. Entire Agreement and Severability.** This Agreement represents the complete and exclusive understanding between you and Sage regarding your Subscription, and supersedes any prior purchase order, confirmation, advertising, representation, or other communication. 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 which conforms to applicable law and embodies as closely as possible the original intent of the parties.

## SUBSCRIPTION SCHEDULE

### 1. Sage Customer Contact

If you have any questions concerning your Subscription or this Agreement, please call 866-996-7243 or write to Sage at Sage, 271 17<sup>th</sup> Street NW, Suite 1100, Atlanta, Georgia 30363, Attention: Sales.

### 2. Business Care Plan Requirement

If the Product is intended to integrate with your Sage on-premise software, you must have a current Business Care plan for your Sage on-premise software that integrates with the Product in order to subscribe for and continue use of the Product. ***Failure to maintain a current Business Care plan may result in the suspension or termination of your Subscription by Sage.***

### 3. Subscription Term

Your Subscription Term begins when Sage Enables Use of your Subscription. Your Subscription will run for an initial term of the duration set forth on your Order Form (the “**Initial Term**”) and thereafter renew for the duration set forth on your Order Form (each, a “**Renewal Term**”) until one of the following events occurs: (i) your Sage End User License for your Sage software that integrates with the Product terminates, (ii) you terminate your Subscription (see paragraph 4 below), (iii) Sage terminates your Subscription as provided in the Agreement (including but not limited to failure to maintain a current Business Care plan), or (iv) this Agreement terminates pursuant to its terms. The date your Subscription ends is referred to herein as the “**Termination Date.**”

### 4. How to Terminate Your Subscription

You may terminate your Subscription by providing Sage with your termination request, your Sage customer number, your company name, a company contact name and company phone number or email (your “**Notice**”) at least five (5) business days prior to the end of the Initial Term or the current Renewal Term in which case your Subscription will end upon the expiration of the Initial Term or the current Renewal Term, as the case may be. You are responsible for paying all Subscription Fees incurred prior to the Termination Date. The Product includes tools that allow you to retrieve a copy of Your Content. ***You will have access to your Content for a period of thirty (30) days after the Termination Date. You must retrieve Your Content from the Product before, and Sage is not required to retain Your Content after, the expiration of such thirty (30) day period.***

### 5. Additional License and Technical Requirements

- a. You acknowledge that you have been made aware of and have met all technical requirements for the Product.
- b. If the Product is intended to integrate with your Sage on-premise software, you must:
  - i. Have installed and implemented the Sage on-premise software that integrates with the Product.
  - ii. Have a current Business Care plan for your Sage on-premise software that integrates with the Product in order to subscribe for and continue use of the Product. ***Failure to maintain a current Business Care plan may result in the suspension or termination of your Subscription by Sage.***

### 6. Required Third Party Services

- a. Microsoft Windows Azure. Unless noted below, the Product is hosted on Microsoft’s Windows Azure platform, an Internet-scale cloud computing and services platform hosted in Microsoft data centers. Your use of the Product is subject to the following Microsoft terms, conditions and policies:
  - i. Microsoft Windows Azure Privacy Policy Statement: [www.microsoft.com/online/legal/en-us/azure\\_privacy\\_statement.htm](http://www.microsoft.com/online/legal/en-us/azure_privacy_statement.htm)
  - ii. Acceptable Use Policy. Neither you, nor anyone accessing the Product, may use Azure in any way prohibited by Microsoft’s Windows Azure Acceptable Use Policy found at <http://www.windowsazure.com/en-us/support/legal/services-terms/>
- b. Sage Inventory Advisor. In the case of Sage Inventory Advisor, the Product is hosted in the data center of NetSource Communications Inc., an Internet-scale cloud computing and service hosting provider.
  - i. NetSource Privacy Policy: <http://www.ntsourc.com/safe-harbor-web-hosting-chicago.html>