

## End User License Agreement for Sage 50cloud

### **IMPORTANT - PLEASE READ CAREFULLY ALL OF THE FOLLOWING TERMS AND CONDITIONS:**

This End User License Agreement for Sage 50cloud product (this “**Agreement**”) is a legal agreement between the Sage entity listed in Exhibit A (“**Sage**”) and you or the company or other persons you represent (“**You**” and “**Your**”).

This Agreement governs the installation and use of the accompanying Sage 50cloud computer software program and any Add-On Products or Services (as defined below in Section 7.1) not having its own license agreement or terms and conditions; all printed and electronic manuals, guides, bulletins and online help (the “**Documentation**”); and any modifications, updates, revisions or enhancements received by You from Sage or its authorized dealers, partners, resellers, and/or distributors (collectively, the “**Program**”). The Program may not be accessed, installed, or used except pursuant to this Agreement.

This Agreement limits and excludes warranties and remedies regarding the Program, exempts Sage and other persons from liability or limits their liability, and contains other important provisions that You should read. Your access to or use of the Program may also be subject to Your acceptance of separate agreements with Sage and/or third parties.

**BY SELECTING THE “I ACCEPT” BUTTON OR BY ACCESSING, DOWNLOADING, INSTALLING OR USING THE PROGRAM, YOU ACKNOWLEDGE AND SIGNIFY YOUR ACCEPTANCE AND AGREEMENT, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT, AND IF YOU ARE AN INDIVIDUAL REPRESENTING A COMPANY OR OTHER PERSONS THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT AND AGREE TO THE AGREEMENT ON BEHALF OF THE COMPANY OR OTHER PERSONS YOU REPRESENT OR ON WHOSE BEHALF YOU ARE INSTALLING OR USING THE PROGRAM.**

**IF YOU DO NOT AGREE WITH AND UNLESS YOU ACCEPT EACH PROVISION OF THIS AGREEMENT, YOU MAY NOT ACCESS, DOWNLOAD, INSTALL OR USE THE PROGRAM, AND YOU MUST RETURN THE PROGRAM FOR A REFUND IN ACCORDANCE WITH THE RETURN AND REFUND POLICY SET FORTH IN THIS AGREEMENT.**

**IN THE EVENT OF CONFLICT AND/OR INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT (AS SET OUT IN <http://www.sage.com/en-sg/footer/legal> AND <http://www.sage.com/en-my/footer/legal>) (“**SAGE WEBSITE**”) AND THE TERMS AND CONDITIONS AS EMBEDDED IN THE PRODUCT, THE TERMS AND CONDITIONS SET OUT IN THE SAGE WEBSITE SHALL PREVAIL.**

The Sage 50cloud product may include components that are licensed or made available to you by a provider other than Sage, such as Microsoft Office 365. Your use of such 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. You will have to agree and accept each provision of the third-party providers' terms and conditions (if any) in order to access, download, install, or use the Program. Registration and activation of Your license for the Program with Sage is required. Student and Trial versions must be registered upon Your first use of the Program, otherwise, You have fifteen (15) days after Your first use of the Program to register and activate Your product or the Program will stop functioning until You register and activate Your product.

#### **1. RETURN AND REFUND POLICY.**

If you are on a subscription plan there is no return or refund policy for the Program. Your only option is to terminate this Agreement in accordance with the terms of Section 20 herein.

#### **2. GRANT OF LICENSE**

Subject to Your compliance with this Agreement and Your payment of all applicable fees, Sage hereby grants to You a limited, non-transferable, non-sublicensable, non-exclusive license (the “**License**”) to download, install and use the Program subject to the provisions of this Agreement, including the restrictions and limitations applicable to each kind of license and version of the Program set forth below. The License is not a sale of the Program or any portion thereof and does not convey any rights of ownership in the Program. Sage reserves all rights not expressly granted by this Agreement and You hereby acknowledge that all title and ownership of the Program and all associated intellectual property rights are and shall remain with Sage.

#### **3. LICENSE RESTRICTIONS.**

There are various types of licenses and versions of the Program, which reflect the number of authorized installations and users and the permitted purposes of use, each of which is subject to different restrictions and limitations as set forth below.

##### **3.1. Type of License:**

- (a) **Single-User:** If Your License to use the Program is a single-user license, the Program and related data may be:
- (i) installed on computer or workstation, or personal digital assistant, pager, “smart phone” or other similar electronic device which You own or use and for which the Program is designed to operate (a “**Client Device**”); and
  - (ii) accessed and used by a single concurrent user/individual to whom the Program is licensed. The component parts of the Program may not be installed or used individually or jointly in full or in part on more than one Client Device, unless otherwise set forth herein. Notwithstanding the foregoing, the connection manager component may be installed on one server and accessed by only one Client Device for the sole purpose of hosting the company data file. You agree to take reasonable steps to prevent use of the Program by unauthorized user/individual and shall promptly notify Sage in writing if you suspect of unauthorized use of the Program.

- (b) **Multi-User:** If Your License to use the Program is a multi-user license, the Program and related data may be:
- (i) installed on:
- up to the number of Client Devices corresponding to the maximum number of licensed Named Users or other pre-defined limit authorized by the License; or
  - a local area network provided that the number of Client Devices permitted to access the Program is limited to the maximum number of licensed Named Users or other pre-defined limit authorized by the License; or
  - a server and up to the number of Client Devices corresponding to the maximum number of licensed Named Users or other pre-defined limit authorized;
- and
- (ii) accessed and used by not more than the maximum number of licensed Named Users authorized by the License. A Named User means the individuals listed in the user maintenance screen of the Program. The number of Named Users may not exceed the number of licenses purchased up to the predefined limit. In the event a Named User is temporarily out of the office (vacation, leave, illness, etc.) or leaves Your company, You may replace this Named User with a new associate of Your company without purchasing a license for an additional Named User.

If You have licensed a multi-user version of the Program, the system or IT administrator or other designated person (the “**Administrator**”) has the ability to install the Program on the server and then simultaneously install the Program on the remaining computers with a reduced number of steps. If this installation option is chosen, the Administrator will accept the terms and conditions of this Agreement for each user of the Program. Each user has the ability to review the Agreement by going to the Help About menu in the Program.

- (c) In accordance with Section 4 of this Agreement, if You are entitled to use Sage Drive, You will also be permitted to install the Program on one (1) additional Client Device in addition to the number of installations allowed in this Agreement to facilitate the sharing of the Program data through Sage Drive.
- (d) **Sysadmin User Account:** The sysadmin user account is an administrative account that does not require its own license to use the Program unless You want it installed on a separate Client Device.
- (e) **Subscription License:** A Subscription License to the Program lasts only as long as Your subscription fees are current, or until Your subscription term ends, or until this Agreement is terminated as described herein. In order to have a Subscription License, the Program must be installed on a Client Device that is connected to the Internet. You must be using the most current version of the Program and agree that You will update to the most current version as soon as it is available to You. Depending on the term You selected, Your subscription period is annual, with the subscription fees payable each year or each month.

Please note that any of the following will cause Your Program to revert to “read only” mode: (1) failure to pay Your subscription fee; (2) termination of this Agreement (3) cancellation or non-renewal of Your subscription; or (4) if You are a Sage Accountants Network (“SAN”) member and fail to pay Your SAN fees. Full Program functionality will not be restored until You reactivate your account, which may require payment of all past due subscription fees plus a reactivation fee.

### 3.2. Permissible Uses:

- (a) **Full Retail Version:** If the Program is a full retail version, You may use the Program only for Your business or professional use.
- (b) **Not for Resale/Demo Version:** The Not for Resale version of the Program (an “**NFR Version**”) may be licensed and used only by persons that have entered into a valid and current partner or other similar agreement with Sage (each, an “Other Sage Agreement”). If the Program is an NFR Version, You may use the Program only for demonstration, marketing, promotional, end user support, training, or development purposes, and only to the extent permitted or required under the applicable Other Sage Agreement.
- (c) **Student Version:** The Student Version of the Program (a “**Student Version**”) may be licensed only by individuals that meet the applicable student qualifications as set forth on the Program packaging or on the Sage web site. If the Program is a Student Version, You may use the Program only for Your personal educational purposes.
- (d) **Educational Version:** The Educational Version of the Program (an “**Educational Version**”) may be licensed only by educational institutions that meet the applicable qualifications as set forth on the Program packaging or on the Sage web site. If the Program is an Educational Version, You may authorize the licensed number of individual educational users to use the Program only for their personal educational purposes.
- (e) **Trial Version:** If the Program is a Trial Version (a “**Trial Version**”), You may use the Program only for the purpose of evaluating the Program.
- (f) **Accountant Edition Version:** If You are a SAN member and if the Program is an Accountant Edition version (“Accountant Edition”), You are prohibited from installing the Program on a Client Device that belongs to a third party. You may use it only pursuant to this Agreement and the terms of Your Sage Accountants Network membership. A SAN member may use a License belonging to a third party in order to access that party’s files as required by their business relationship.

### 3.3. General Restrictions Applicable to All Kinds of Licenses and Permissible Uses

- (a) You may not sell, distribute, lease, rent, or sublicense, modify, change, alter, assign, or transfer the Program or this license, except that: (i) You may transfer the license to a party that purchases all or substantially all of the assets of your business, provided that You notify Sage in writing prior to the distribution of the Program to the purchasing party, and the purchasing party agrees in writing to be bound by the Agreement; or (ii) upon written permission from Sage, You may transfer the license to a party that agrees to be bound by this Agreement.

- (b) You may not reverse-engineer, reverse-translate, disassemble, or decompile the Program, or any portion thereof, or otherwise attempt to discover the source code or structural framework of the Program. You may not create any derivative work based upon the Program by altering, modifying or translating the code of the Program. You may not obscure or remove any copyright or trademark notice from the Program.
- (c) You may not make copies, translations or modifications of or to the Program or any portion thereof, except as permitted in this Agreement. You must reproduce all copyright, trademark, trade secret and other proprietary notices on any such copies of the Program.
- (d) You may not install more than one (1) Program on any Client Device. Use of software, hardware or services that bypass any Program license restrictions and/or reduce the number of Client Devices users and/or seats, as may be applicable, accessing or utilizing the Program (e.g., "multiplexing," "pooling," or third party add on software or hardware) expressly does not reduce the number of licenses required (i.e., the required number of licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end").
- (e) You may not use or permit any other person (including without limitation any parent, affiliate or subsidiary organization) to benefit from the use or functionality of the Program, either directly or via a facility management, timesharing, service bureau or any other arrangement; provided, however, that You may use the Program, as provided herein, to process the data of an affiliate or subsidiary of which You own more than fifty percent (50%); provided, however, You may not exceed the number of companies specified on the applicable product packaging or accompanying documentation.
- (f) You may not install the Program on more Client Devices than You have Licenses and only licensed Named Users may access the Program, except as may be permitted by this Agreement. Sage may verify compliance of license entitlement and restrict use of the Program if it determines that You have violated the terms of this Agreement.
- (g) You may not share a license. Each user of the Program must have their own license, including all part-time employees.
- (h) Using the Software in excess of (i) the limitations set forth in this Agreement, and (ii) the number and types of users, seats or licenses You purchase or rightfully acquire. Use of the Software in excess of the number and type of licenses You purchased constitutes a material breach of this Agreement and (1) You agree to pay to Sage the additional license or subscription fees due for the unpaid use calculated in accordance with the applicable Sage retail price list in effect at the time payment is made, and (2) failure to make the foregoing payment within 30 days of Sage's invoice date is also a material breach of this Agreement and results in the automatic termination of this Agreement without notice.

3.4. Sage reserves all rights not expressly granted to You in this Agreement.

#### 4. SAGE DRIVE (if applicable)

- 4.1. Sage Drive is a technology enabler that provides functionality whereby You are able to access and share access to your Sage 50cloud data in a secure online environment. Sage Drive can only be accessed by individuals with a license to Sage Drive on Client Devices with the Program installed on it. Your license to Sage Drive allows You to install the Program on one (1) additional Client Device in addition to the number of installations allowed by your license to the Program.
- 4.2. You may be required to subscribe to the appropriate support plan and using the most current version of the Program in order to access Sage Drive.
- 4.3. You own all data that You store in Sage Drive, however, upon termination of your Sage Drive subscription You will no longer have access to this data through Sage Drive. It is your responsibility to ensure You have a back-up copy of your data as Sage reserves the right to delete your data upon termination of your Sage Drive subscription.
- 4.4. Should you choose to subscribe to Sage Drive, these terms and conditions (or the then current End User License Agreement) shall govern your use of the Program. Subscriptions to Sage Drive are annual and will renew automatically together with your Subscription License at the then current subscription price after notification to You.
- 4.5. We may from time to time, limit the amount of data which can be shared, made available or stored using Sage Drive at any one time. This will always be subject to a reasonable period of notice and in accordance with any fair usage policy we may implement at any time.
- 4.6. You agree that the content of any files will not result in any injury, damage or harm to Sage or to any third party (including without limitation defamation or breach of confidentiality) and that the content does not (and will not) contain anything which is unlawful, obscene, indecent or immoral or promotes illegal or unlawful activities;
- 4.7. For security purposes, Sage will use reasonable endeavors to ensure that any data You share via Sage Drive is encrypted and You agree that You will keep all passwords and other security information that Sage may provide to You safe and secure and protected from any unauthorized access or disclosure. You acknowledge and agree that the use of encryption technologies may affect our ability to check your data for viruses or other malicious code and You will at all times be responsible for ensuring that You have appropriate controls in place to protect your data from such viruses or other malicious code.
- 4.8. For the avoidance of doubt, Sage Drive may not be applicable in your territory. If Sage Drive is applicable, the provisions set out in this Section 4 shall apply.

#### 5. LIMITED WARRANTY

- 5.1. The following limited warranty applies to You only if You are the original licensee of the Program. Sage warrants that the Program substantially conforms to the specifications contained in the Documentation included with Your Program and/or located within the software for a period of sixty (60) days from Your purchase, as evidenced by Your receipt (the "**Limited Warranty Period**"), provided that: (a) the Program is properly used on the Client Device for which it was designed; (b) You or a third party acting at Your direction have not operated the Program in a manner outside of the parameters outlined in the Documentation; and (c) all product updates that Sage made available to You have been properly installed. Sage further warrants that the media on which the Program is furnished will be free from defects in material or workmanship for the

Limited Warranty Period. Receipt of revisions or updates to the Program shall not restart or otherwise affect the warranty period for previously delivered copies. All warranties stated in this Agreement apply only when the Program is used within Canada. Sage does not represent or warrant that Your use of the Program will be uninterrupted or error free.

- 5.2. Provided You notify Sage in writing during the Limited Warranty Period of a substantial non-conformity between the Documentation and the Program, and if Sage is able to replicate and verify that such substantial non-conformity exists, Sage shall replace or correct the Program, at Sage's sole option, so that the Program substantially conforms to the specifications or replace the defective media, as the case may be, or You may return all copies of the Program and Sage shall remit to You the license fee You paid, up to the amount of Sage's suggested list price for the Program. This Section 5.2 states Your SOLE AND EXCLUSIVE REMEDY for any breach of warranty hereunder.
- 5.3. No employee, agent or representative of Sage, nor any reseller (including the person or company who sold You the Program) or any other third party, is authorized to make or give any representation, warranty condition or guarantee with respect to the Program, except for the limited warranty and remedy stated in Sections 5.1 and 5.2 of this Agreement, and You may not rely on any such unauthorized representation, warranty, condition or guarantee.

## 6. **DISCLAIMER OF WARRANTIES**

- 6.1. The foregoing warranties and remedies are exclusive. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 OF THIS AGREEMENT, THE PROGRAM AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND SAGE DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO THE PROGRAM AND ANY RELATED SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) SAGE DOES NOT WARRANT THAT THE PROGRAM IS FREE OF BUGS, VIRUSES, IMPERFECTIONS, ERRORS, OR OMISSIONS; AND (B) SAGE SPECIFICALLY DISCLAIMS AND EXCLUDES ALL EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES: (I) OF MERCHANTABILITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; OR (IV) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IF YOU ARE ACTING AS A CONSUMER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING MAY NOT APPLY TO YOU.
- 6.2. SAGE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE OPERATION OF THE PROGRAM ON OTHER THAN THE COMPUTER AND OPERATING SYSTEM IDENTIFIED IN THE DOCUMENTATION, ACTS OF ABUSE OR MISUSE BY YOU OR MODIFICATIONS OR UNAUTHORIZED REPAIRS. SAGE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE PROGRAM OR ANY OTHER ITEMS OR SERVICES PROVIDED BY SAGE.
- 6.3. You acknowledge that any data entry, conversion, or storage is subject to the likelihood of human and machine errors, malicious manipulation, omissions, delays, and losses, including, but not limited to, inadvertent loss of data or damage to media that may result in loss or damage to You and/or Your property, and/or Your detrimental reliance on maliciously manipulated data. Sage shall not be liable for any such errors, omissions, delays, or losses. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, adopting procedures to ensure the accuracy of input data, examining and confirming results prior to use, adopting procedures to identify and correct errors and omissions, replacing lost or damaged media, and reconstructing data.
- 6.4. If You licensed a Student Version, You acknowledge and understand that: (a) the Student Version may be used for educational purposes only; (b) that the Student Version shall be operable up to a maximum of fourteen (14) months; and (c) that data or other information used with, processed by and/or stored in conjunction with the Student Version may be converted if You upgrade to the Premium or Quantum version of the full retail product upon termination of this Agreement.
- 6.5. If You licensed a Trial Version, You acknowledge and understand that: (a) the Trial Version may be used for evaluation purposes only; (b) the Trial Version shall be operable up to a maximum of thirty (30) days; and (c) upon expiration of the Trial Period, any data or other information used with, processed by and/or stored in conjunction with the Trial Version may be converted if You upgrade to the full retail product.
- 6.6. Any SAN member or any reseller, installer or consultant has no authority to bind Sage or modify any license or warranty. Sage makes no representations, warranty, endorsement or guarantee with respect to the skills or qualifications of any SAN member or any reseller, installer or consultant and You are encouraged to independently investigate their skills and qualifications.

## 7. **DISCLAIMER REGARDING SAGE CONNECTED SERVICES AND SAGE ADD-ON PRODUCTS AND SERVICES.**

- 7.1. Optional products and services including, but not limited to the following products (which names may be amended from time to time at Sage's discretion): Sage Drive, Sage 50 Direct Payments, Sage 50 Accounting EFT Direct, Sage Payment Solutions, the Sage Payment Solutions integration, Sage 50 Payroll Solutions, Microsoft Office 365 integration, Cloud Backup, VRSP with Manulife Financial, Sage 50 Intelligence Reporting, and the Sage Data Cloud Connector (collectively, the "**Add-On Products and Services**") are available to You for use alongside the Program and may require approval by a third party, additional fees, and/or abide by terms and conditions for use.
- 7.2. Certain Add-On Products and Services including, but not limited to mobile invoicing, may require a subscription to a Sage One solution and You will be required to agree to the Sage One terms and conditions. If You terminate your subscription to an Add-On Product and Service that requires a Sage One subscription, your Sage One subscription will also be terminated unless a separate billing account is established.
- 7.3. Certain Add-On Products and Services including, but not limited to Cloud Backup, require a subscription to Microsoft Office 365 Business Premium and You will be required to agree to the Microsoft terms and conditions.

- 7.4. If You use Sage Bank Feeds to connect to your bank account(s), You will be asked to read and agree to separate additional terms and conditions that govern your use of the service.
- 7.5. Under no circumstances shall Sage, or its subsidiaries or affiliates, be responsible or liable in any way for the Add-On Products and Services offered by third-party vendors. Matters relating to credit transactions, such as chargebacks of credit card charges, are the responsibility of the institution that handles your account.
- 7.6. Sage requires that if You use the Add-On Products and Services, You must be licensed on and currently using the most current version of both the Program and any Add-On Products and Services and be on the appropriate subscription plan for that Add-On Product or Service. If You are not on a supported version, as set forth in the Sage 50 Obsolescence Policy located on the Sage 50 Web site at <https://support.na.sage.com/selfservice/viewContent.do?externalId=29963&sliceId=1>, You must license an update to the latest version.
- 7.7. For the avoidance of doubt, pre-printed checks and forms are not included with this Program. Pre-printed forms may be ordered from Sage Cheques and Forms.

## 8. **DISCLAIMER REGARDING LINKS TO EXTERNAL SITES.**

The Program includes links to other Web sites on the Internet that are owned and operated by third parties not under the control of Sage. Sage provides the links for Your convenience only and does not provide a warranty of any type regarding the actions of such third parties or the security of information sent to such third parties while You are using their Web sites. Under no circumstances shall Sage, or its subsidiaries or affiliates, be responsible or liable in any way for the availability of services or products offered, or the content located on or through, any such third party's Web site.

## 9. **INDEMNIFICATION.**

9.1. If You receive notice of any claim that your use of any part of the Program 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 with respect to any such Indemnity Claim provided that You:

- (a) notify Sage in writing promptly upon becoming aware of the Indemnity Claim,
- (b) at Sage's request and expense, give Sage such information and assistance as is reasonable under the circumstances, and
- (c) give Sage the right to settle the Indemnity Claim in Sage's sole discretion and at Sage's expense.

9.2. If You are prevented from using the Program 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 Program, replace or modify the affected part of the Program so that it becomes non-infringing, or if none of the foregoing alternatives are possible after Sage exercises commercially reasonable efforts, You may terminate this Agreement upon written notice to Sage and Sage will refund to You any prepaid fees covering the remainder of the term of this Agreement.

9.3. This indemnification does not extend to any Indemnity Claim arising from: (a) the combination of the Program with other elements not under Sage's sole control; (b) any part of the Program that You or a third-party modify or that incorporates specifications, designs or formulas that You provide; (c) your breach of this Agreement; or (d) your continued use of the infringing element of the Program after Sage has notified You not to use it.

9.4. THIS SECTION 9 SETS OUT SAGE'S ENTIRE LIABILITY FOR ANY INDEMNITY CLAIM.

## 10. **EXPORT RESTRICTIONS.**

You shall abide by all domestic and foreign federal, state, provincial and local laws, ordinances, rules and regulations applicable to the transactions contemplated hereunder. You shall comply with all applicable export control laws, restrictions, and regulations in effect from time to time in the jurisdiction in which You are resident or in which the Program is used, including without limitation and to the extent applicable the United States Export Administration regulations, the International Traffic in Arms regulations and any regulations or licenses administered by the Department of the Treasury's Office of Foreign Assets Control. You represent and warrant that You are not located in, under the control of, or a national or resident of, any restricted country or of any designated entity or person.

## 11. **SUPPORT**

11.1. Sage disclaims any responsibility to provide any customer support except as may be agreed under a separate agreement to render support services or in conjunction with a Sage promotional offering or a bundled product offered by Sage. For the avoidance of doubt, Sage does not provide free customer support for the Trial Version, NFR Version or Student Version.

11.2. If You cancel Your Subscription License at the end of the Initial Term or at the end of each Renewal Term, or if Your Subscription License is cancelled for non-payment, the Program will revert to "read-only" mode and You will no longer have access to any of the Add-On Products and Services, including but not limited to, payroll features, functionality, and forms, Sage Payment Solutions, its integration, EFT Direct, Direct Payments, customer or technical support, and updates without the payment of additional fees. You will continue to have access to reports and look-up capabilities for your Customer Data. You must be on a current Subscription License and be on the most current version of the Program in order to receive certain features or updates to the Program. If you are not on the most current version of the Program, you will be subject to the Obsolescence Policy located on the Sage 50 Web site at <https://support.na.sage.com/selfservice/viewContent.do?externalId=29963&sliceId=1>

11.3. If your Program is being hosted by a third party, Sage does not provide any support to You for any issues that involve or arise from hosting or the hosting environment. Customer Support reserves the right to determine whether the issue is a

result of the hosting and may refer You back to your hosting partner for resolution.

## **12. TERMINATION OF SUPPORT AND OTHER SERVICES.**

**12.1.** Software has a limited useful life for various reasons including changes in technology. You are free to decide and responsible for deciding when to update the Program. Sage reserves the right to terminate customer support and all other services applicable to the Program in the event that the Program has become inoperable or incompatible with current operating systems, hardware, add-on products, product updates and services or other technologies. To obtain up-to-date information regarding which products, releases and related services are currently supported, contact a customer service representative. If You are not operating a supported release or service, it will be necessary to license an update or replacement product or service in order to continue to have access to Add-On Products and Services and to receive customer support and/or other updates. Any updates licensed by You are considered part of the Program and subject to this Agreement, except to the extent a separate license agreement is provided in connection with such update. Any replacement products or updates will be governed by a separate agreement.

**12.2.** Sage 50cloud Accountant Edition: Your active SAN membership entitles You to access the current version of the Program, receive Program updates, access payroll features, functionality, and forms, and tax updates, and customer support at no additional cost. If You cancel or fail to renew Your SAN membership, (i) the Program will operate with reduced functionality and/or Your access to payroll features, functionality, and forms will terminate immediately, (ii) You may continue to use the Program and access Your data, but You will not be able to enter new data; (iii) You will not receive any updates to the Program; and (iv) You will not receive customer support for the Program. SAN membership fees renew automatically on an annual basis and will be charged to Your designated credit, debit, or EFT account ("**Your Account**") at Sage's then-current SAN membership rate. Sage will notify You by email thirty (30) days before the renewal date that Your Account will be charged the then-current SAN membership renewal fee. You may cancel Your SAN membership by providing a written cancellation notice to Sage at least ten (10) days before Your SAN membership renewal date.

## **13. OWNERSHIP RIGHTS.**

**13.1.** The Program is protected by international copyright laws and other intellectual property laws, and international treaty provisions. Sage and its third party licensors, if any, retain all title to and, except as expressly and unambiguously licensed herein, all rights and interest in: (a) the Program, including, but not limited to, all copies, versions, customizations, compilations and derivative works thereof (by whomever produced) and all related Documentation; (b) the Sage trademarks, service marks, trade names, icons and logos; and (c) any and all copyright rights, patent rights, trade secret rights and other intellectual property and proprietary rights throughout the world in the foregoing. You acknowledge that Your possession, installation, or use of the Program does not transfer to You any ownership, title, or registerable interest of any kind to the intellectual property in the Program, and that You will not acquire any rights to the Program except as expressly set forth in this Agreement. You agree that all backup, archival, or any other type of copies of the Program will contain the same proprietary notices that appear on and in the Program.

**13.2.** Should You decide to submit any materials to Sage via electronic mail, through or to Sage Web site(s), or otherwise, whether as feedback, data, questions, comments, ideas, concepts, techniques, survey responses, suggestions or the like, You agree that such submissions are unrestricted and shall be deemed non-confidential upon submission. You grant to Sage and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, commercialize, display and perform such submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing any attribution or compensation to You or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties, and You agree, represent and warrant that all moral rights in the submissions are waived in favor of Sage and its successors, assigns and licensees.

## **14. RECOMMENDED ENVIRONMENT.**

This Program has been designed to work optimally in the environment documented within the Documentation. Any defects, inconsistencies or issues arising out of operating outside the parameters set forth therein may not be supported by Sage and may require You to pay additional maintenance costs to Sage to rectify.

## **15. PRODUCT ENHANCEMENT PROGRAM.**

If You are a new customer or a current customer who has not previously opted out of participating in our Product Enhancement Program ("PEP") You may automatically be enrolled in PEP when You install this Program. Through PEP, Sage collects information on Your hardware and how You use our software, including this Program, and its in-product Help and services. This information will help us identify trends and usage patterns to improve the quality of the products and services we offer. Your participation in this program is voluntary. You may opt-out of PEP at any time by going to the Help menu in the Program. If You are a current customer who has previously opted out of participating in PEP, then You will continue to be opted out when You install this Program. You may opt-in at any time by going to the Help menu in the Program.

## **16. AUTOMATIC UPDATES**

This Program may contain automatic update technology, a feature used to provide updates such as bug fixes, patches, enhanced functions, missing plug-ins, and new versions (collectively, "**Maintenance Software**"). This feature should not 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 Software is required; and (c) automatically download or install, or prompt You to download or install, current Maintenance Software. By installing the Program initially, You consent to the transmission of standard computer information and the automatic downloading and installation of Maintenance Software.

**17. HIGH RISK ACTIVITIES.**

The Program is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Program could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). Sage expressly disclaims any express or implied warranty of fitness for High Risk Activities.

**18. EXCLUSION/LIMITATION OF LIABILITY.**

BECAUSE SOFTWARE IS INHERENTLY COMPLEX AND MAY NOT BE FREE FROM ERRORS, YOU ARE ADVISED TO VERIFY THE WORK PRODUCED BY THE PROGRAM. TO THE FULLEST EXTENT PERMITTED BY LAW, SAGE'S LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES OR LOSSES ARISING FROM, CONNECTED WITH, OR RELATING TO THE PROGRAM OR RELATED SERVICES OR THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AND NOT EXCEED THE GREATER OF THE AMOUNT OF LICENSE AND SUPPORT FEES PAID BY YOU TO SAGE FOR THE USE OF THE PROGRAM, OR SAGE'S SUGGESTED LIST PRICE FOR USE OF THE PROGRAM. TO THE FULLEST EXTENT PERMITTED BY LAW, SAGE SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE ECONOMIC DAMAGES OR LOSS, INCLUDING BUT NOT LIMITED TO, DAMAGES OR LOSS CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS, LOSS OF TIME, LOSS OF GOODWILL, LOSS OF CONFIDENTIAL OR OTHER BUSINESS INFORMATION, LOSS OF ANTICIPATED PROFITS, REVENUE OR DATA, OR COSTS INCURRED IN CONNECTION WITH OBTAINING SUBSTITUTE SOFTWARE, FOR BUSINESS INTERRUPTION, WORK STOPPAGE OR COMPUTER FAILURE OR MALFUNCTION, REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH AND GROSS NEGLIGENCE) BY SAGE OR ANY PERSON FOR WHOM SAGE IS RESPONSIBLE, AND EVEN, IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Sage will have no responsibility for the Program if any portion of the Program has been modified, lost, stolen or damaged by accident, abuse or misapplication.

You acknowledge and agree that this Agreement fairly allocates risk between You and Sage as authorized by applicable law, and the pricing of Sage's products reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement.

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 sections of the Agreement may not apply to You.

**19. MONITORING/PERSONAL INFORMATION**

The Program may contain technologies that monitor, record and report to Sage information regarding the installation and use of the Program, including but not limited to information concerning the Client Device with which the Program is associated; the frequency, type and manner of use to which the Program is put; the updating of Programs and conversion of data, and the data inputted to or through the Program by You or on Your behalf, such as company data, payroll data, check data, EFT data, and other transaction-identifying information (collectively, the "**Transaction Data**"). Sage collects and uses the Transaction Data to support, maintain, and improve the Program, and to enforce Sage's rights under this Agreement. To the extent any of the Transaction Data is personal information within the meaning of applicable law, You hereby: (a) consent to Sage's collection, use and disclosure of such Transaction Data for these purposes; and (b) represent and warrant that You have obtained the consent of any individual to whom such Transaction Data relates to Sage's collection, use and disclosure of such Transaction Data for these purposes, or that the consent of any such individuals is not required to be obtained under applicable law. In addition, pursuant to the General Data Protection Regulation (GDPR) (EU) 2016/679, the parties further agree to comply with the data processing addendum in the column entitled "Data Protection and Privacy" in the table specified in Exhibit A hereto.

**20. TERM AND TERMINATION.**

**20.1.** This Agreement shall commence on the date that You or Your representatives first install or access the Program (the "**Initial Installation Date**") and shall continue until the earlier of: (a) the date this Agreement expires or is terminated in accordance with the provisions of this Agreement; or (b) Your acceptance of a superseding license agreement. Notwithstanding the foregoing, if Sage elects to grant you a free trial period, the term will begin at the conclusion of that free trial period.

**20.2.** This Agreement and all of Sage's obligations hereunder automatically terminate if You fail to comply with any provision of this Agreement. Upon the termination or expiration of this Agreement for any reason whatsoever: (a) the License shall immediately and automatically terminate; and (b) You shall immediately stop using the Program in any way and, within ten (10) days after the effective date of expiration or termination, You shall deliver to Sage, or certify that You have destroyed, all copies of the Program.

**20.3.** If You have acquired the Program through a Subscription License, your initial term will run for one (1) year from the Initial Installation Date ("**Initial Term**"), unless You are offered and select a longer subscription term and will automatically renew for a period of 12 months each ("**Renewal Term**"), until terminated in accordance with this Agreement. You may terminate the Agreement with at least ten (10) days' notice prior to Your renewal date, in which case your subscription will end upon the expiration of the Initial Term or the current Renewal Term, as the case may be. Other than as set out in this Clause 20.3, you may not terminate the Agreement. Sage may terminate the Agreement upon non-payment of Your annual or monthly renewal fees or if You fail to comply with any provision of this Agreement. Upon termination of this Agreement by either You or Sage, Your Program will revert to a "read only" mode, which means You will have access to data entered before your Program reverted but You will not be able to enter new data. There will be no refund of prepaid subscription fees upon termination of this Agreement unless Sage terminates this Agreement for convenience.

- 20.4. If the Program is an NFR Version or Educational Version, this Agreement is effective unless and until You or Sage terminates the Agreement in accordance with the provisions of this Agreement or the provisions of Your Other Sage Agreements or upon the earlier termination or expiration of Your Other Sage Agreements.
- 20.5. If the Program is a Student Version, this Agreement is effective for a term of up to fourteen (14) months from the Initial Installation Date, unless sooner terminated by You or Sage in accordance with the provisions of this Agreement.
- 20.6. If the Program is a Trial Version, this Agreement is effective for a term of up to thirty (30) days from the Initial Installation Date, unless sooner terminated by You or Sage in accordance with the provisions of this Agreement.
- 20.7. Notwithstanding the foregoing, 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 license fees when due. **THE SOFTWARE MAY CONTAIN TECHNOLOGY THAT ALLOWS SAGE TO TERMINATE YOUR USE OF THE PROGRAM OR CONVERT YOUR ACCESS TO THE PROGRAM TO READ-ONLY IN THE EVENT YOU MATERIALLY BREACH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, YOUR FAILURE TO PAY LICENSE FEES WHEN DUE. IF SAGE CONVERTS YOUR ACCESS TO READ-ONLY, YOU WILL CONTINUE TO HAVE ACCESS TO DATA YOU ENTERED BEFORE THE CONVERSION BUT WILL NOT BE ABLE TO ENTER NEW DATA.**

## 21. ANTI-BRIBERY AND CORRUPTION.

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

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "**Relevant Requirements**");
- (b) not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
- (c) not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;
- (d) 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;
- (e) 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.

## 22. MISCELLANEOUS.

- 22.1. As a user of the Program, You assume the responsibility for the selection of the Program as being appropriate for Your purposes. You understand and agree that: (a) You are solely responsible for the content and accuracy of all reports and documents prepared with the Program; (b) using the Program does not relieve You of any professional obligation concerning the preparation and review of such reports and documents; (c) You do not rely upon Sage or the Program for any advice or guidance regarding the appropriate tax treatment of items reflected on such reports or documents; (d) You will review any calculations made by using the Program and satisfy Yourself that those calculations are correct; and (e) Sage's support service is designed to offer technical support for issues regarding the features and functionality of this Program in the recommended operating environments only. Some third-party software products marketed with the Program may be subject solely to terms and conditions of the respective third-party software and not to this Agreement. For more details regarding Sage's services please visit our website.
- 22.2. **Audit Rights.** With or without prior notice Sage may audit Your use of the Program 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.
- 22.3. **Language.** To the fullest extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation You have received has been provided solely for Your convenience. To the fullest extent permitted by law, all correspondence and communication between You and Sage under this Agreement must be in English language.
- 22.4. **Governing Law.** This Agreement shall be exclusively governed by and construed under the laws of the Sage entity that you are contracting with as set out in the column entitled "Governing Law" of the table set out in Exhibit A, without reference to conflicts of law principles. In the event of a dispute or legal action between the parties, they agree to waive any objections to personal jurisdiction, and agree to service of process and exclusive venue of the courts of the country of the Sage Group plc entity that you are contracting with as set out in the column entitled "Court of Jurisdiction" in the table set out in Exhibit A. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 22.5. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall be valid and enforceable according to its terms.
- 22.6. Sage, the Sage logos, Sage 50, the Sage 50 logo and the Sage product and service names are registered trademarks or trademarks of Sage Software, Inc. or its affiliated entities in the United States, Canada and other countries. For an up-to-date list of copyright and trademark statements, refer either to the copyright page of the Program User Guide or the Help About Sage 50 window within the Program. Other product names mentioned may be service marks, trademarks, or registered trademarks of their respective owners and are hereby acknowledged.
- 22.7. No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same or other rights or remedies preclude any further or other exercise of the same or other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be constructed as a waiver thereof with respect to any other circumstances.
- 22.8. Sections 6 (Disclaimer of Warranties), 7 (Disclaimer Regarding Sage Connected Services and Sage Add-On Products and Services), 8 (Disclaimer Regarding Links to External Sites), 13 (Ownership Rights), 18 (Exclusion/Limitation of Liability), 20 (Term & Termination), 23.4 (Governing Law) and this Section 23.8 shall survive the expiration or termination of this Agreement.
- 22.9. This Agreement shall not be modified, except by written agreement signed by the parties hereto. Sage shall not be bound by or liable to You for any pre-existing or contemporaneous written or oral representations or warranties, made by anyone, with respect to the Program, including any Sage partner, distributor, or reseller or their respective agents, employees, or



- representatives.
- 22.10.** This Agreement is not assignable or transferable, in whole or in part, by You without the prior written consent of Sage. Any assignment or transfer in violation of the terms of this Section shall be null and void.
- 22.11.** Sage shall not be liable for and shall be excused from any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control, including but not limited to, work stoppages, shortages, civil disturbances, terrorist actions, transportation problems, interruptions or power or communications, failure of suppliers or subcontractors, natural disasters or other acts of God.
- 22.12.** All notices given hereunder shall be in writing and sent by overnight courier or delivered in person: (a) if to Sage, at the address set out in Exhibit A hereto; and (b) if to You, to the address You indicated upon Your registration of the Program.
- 23. SAGE EXCHANGE AGREEMENT (IF APPLICABLE)**
- 23.1.** Your use of Sage Exchange is governed by this Section 23. You have purchased a license to use the Program from Sage and acknowledge and agree that in order to use Sage Exchange You must use the most current version of the Program at all times.
- 23.2.** Use of the software requires You to open a Sage Exchange account.
- 23.3.** If you choose to link Sage Exchange to a software, hardware, or service solution that is not made available by Sage, including but not limited to using a non-Sage payment processor (collectively "Third Party Options"), then by utilizing Sage Exchange with any Third Party Option, you acknowledge that Sage disclaims all expressed and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose with respect to the Third Party Option and the compatibility of Sage Exchange with such Third Party Option. In no event shall Sage be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way from any Third Party Option used in connection with Sage Exchange, even if advised of the possibility of such damage.
- 23.4.** Sage Exchange is an accepted PA-DSS application. Acceptance of a given payment application by the PCI Security Standards Council, LLC (PCI SSC) only applies to the specific version of that payment application that was reviewed by a PA-QSA and subsequently accepted by PCI SSC (the "Accepted Version"). If any aspect of a payment application or version thereof is different from that which was reviewed by the PA-QSA and accepted by PCI SSC—even if the different payment application or version (the "Alternate Version") conforms to the basic product description of the Accepted Version—then the Alternate Version should not be considered accepted by PCI SSC, nor promoted as accepted by PCI SSC.
- 23.5.** No vendor or other third party may refer to a payment application as "PCI Approved" or "PCI SSC Approved," and no vendor or other third party may otherwise state or imply that PCI SSC has, in whole or part, accepted or approved any aspect of a vendor or its services or payment applications, except to the extent and subject to the terms and restrictions expressly set forth in a written agreement with PCI SSC or in a PA-DSS letter of acceptance provided by PCI SSC. All other references to PCI SSC's approval or acceptance of a payment application or version thereof are strictly and actively prohibited by PCI SSC.
- 23.6.** When granted, PCI SSC acceptance is provided to ensure certain security and operational characteristics important to the achievement of PCI SSC's goals, but such acceptance does not under any circumstances include or imply any endorsement or warranty regarding the payment application vendor or the functionality, quality, or performance of the payment application or any other product or service. PCI SSC does not warrant any products or services provided by third parties. PCI SSC acceptance does not, under any circumstances, include or imply any product warranties from PCI SSC, including, without limitation, any implied warranties of merchantability, fitness for purpose, or noninfringement, all of which are expressly disclaimed by PCI SSC. All rights and remedies regarding products and services that have received acceptance from PCI SSC shall be provided by the party providing such products or services, and not by PCI SSC or any payment brands.

**EXHIBIT A**

Reference to the term "Sage" in this Agreement means the Sage Group plc entity as indicated in the table below:

If you contracted with Sage in Singapore or your company, business or organization is based in Asia (Bangladesh, Brunei, China, Cambodia, Hong Kong and Macau, India, Indonesia, Laos, Maldives, Myanmar, Philippines, Singapore, South Korea, Sri Lanka, Taiwan, Thailand, Vietnam) for the Use of the Product, the Sage contracting entity, governing law, court of jurisdiction and the data and privacy terms will be:

**Sage Entity and Address** : Sage Singapore Pte. Ltd.  
**Governing Law** : Singapore Laws.  
**Court of Jurisdiction** : Courts of Singapore  
**Data Protection and Privacy** : <http://www.sage.com/en-sg/footer/privacy-and-cookies>  
<https://www.sage.com/en-sg/data-processing-addendum>  
**Notices Address** : PO Box 405, Singapore 911714

If you contracted with Sage in Malaysia or your company, business or organization is based in Malaysia for the Use of the Product, the Sage contracting entity, governing law, court of jurisdiction and the data and privacy terms will be:

**Sage Entity and Address** : Sage Malaysia Business Solutions Sdn. Bhd.  
**Governing Law** : Singapore Laws.  
**Court of Jurisdiction** : Courts of Singapore.  
**Data Protection and Privacy** : <http://www.sage.com/en-my/footer/privacy-and-cookies>  
<https://www.sage.com/en-my/data-processing-addendum>  
**Notices Address** : PO Box 10031, GPO Kuala Lumpur Wilayah Persekutuan  
Kuala Lumpur, Malaysia-50700