

End User License Agreement for Sage 50 Accounting Products

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

This End User License Agreement for Sage 50 Accounting products (this "Agreement") is a legal agreement between Sage Software Canada, Ltd. ("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 50 Accounting—Canadian Edition computer software program or add-on product or service, including but not limited to Sage 50 EFT Direct, Sage 50 Intelligence Reporting, and the Sage Cloud Connector; 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 (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.

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 a new customer, You must return the Program to Sage within sixty (60) days after Your payment of the associated license fee, as evidenced by Your receipt, in order to receive a refund of the license fee from Sage. If You are an existing customer, You must return the Program to Sage within thirty (30) days after Your payment of the associated license fee, as evidenced by Your receipt, in order to receive a refund of the license fee from Sage. Please contact Customer Service at 1-888-222-8985 for more information on the Sage return policy.

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 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. The type of license and version of the Program are identified in the Program packaging.

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: only one 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 only by the specific 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 may purchase additional installs of Your Licenses if You would like to install the Program on an additional Client Device for back-up purposes or home/remote

use.

(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: (x) 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 (y) 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 (z) 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. You may purchase additional installs of Your Licenses if You would like to install the Program on an additional Client Device for back-up purposes or home/remote use.

(c) 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.

(d) Hosted Version: If the Program is hosted under the auspices of an authorized Sage Hosting Partner, the Program may be installed on server hardware located at premises under the exclusive or primary control of the Hosting Partner or its agent.

(e) Subscription: In order to have a Subscription License, the Program must be installed on a Client Device that is connected to the Internet. If Your License to use the Program is a subscription license, the Program may be used by the licensed Named User(s) for the subscription period for which Sage has received Your license fee until the specified term or subscription period ends or Your license or this Agreement is terminated as described herein. If Your License to use the Program is a subscription license, You must be using the most current version of the Program and agree that You will upgrade to the most current version as soon as it is available to You. Your subscription period is monthly, with the subscription fees payable each month. You may cancel Your subscription with at least seven (7) days' notice prior to Your renewal date. 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 Your account is brought current, which will require payment of all past due 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 subsisting Sage Premier Advisor Agreement, Certified Consultant Agreement, 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 www.sage50accounting.ca/student 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 www.sage50accounting.ca/education 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 the Program.

(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 datasets 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.

4. License from Yodlee

Your use of automated bank account feeds enabled by the Yodlee data gathering service ("Yodlee Service") from within the Program is subject to the following terms. These terms should be read in conjunction with the terms and conditions for your own Internet banking services.

You must be on a Sage Business Care plan in order to access the Yodlee Service.

- 4.1.** Provide Accurate Information. You agree to provide true, accurate, current, and complete information about yourself and your accounts maintained at other websites and You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- 4.2.** Proprietary Rights. You are permitted to use information, data or other materials delivered to You through the Yodlee Service only with the Program. You may not copy, reproduce, distribute, or create derivative works from this information, data, or other materials. Further, You agree not to reverse engineer or reverse compile any of the Yodlee Service technology, including but not limited to, any Java applets associated with the Yodlee Service.
- 4.3.** Content You Provide. You are licensing to Sage and Yodlee, Inc. ("Yodlee"), any data, passwords, or other information (collectively, "Content") You provide through or to the Yodlee Service. Sage and Yodlee may use, modify, display, distribute and create new material using such Content only to provide the Yodlee Service to You. By submitting Content, You automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Sage and Yodlee may use the Content for the purposes set out above.
- 4.4.** Third Party Accounts. By using the Program and the Yodlee Service, You authorize Sage and Yodlee to access third party sites designated by You, on your behalf, to retrieve information requested by You, and to register for accounts requested by You. For all purposes hereof, You hereby grant Sage and Yodlee a limited power of attorney, and You hereby appoint Sage and Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for You and in your name, place and stead, in any and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as You might or could do in person, only as required to provide you the Yodlee Service. You acknowledge and agree that when Sage or Yodlee accesses and retrieves information from third party sites, Sage and Yodlee are acting as your agent, and not the agent or on behalf of the third party. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by You. You understand and agree that the Yodlee Service is not endorsed or sponsored by any third party account providers accessible through the Yodlee Service.
- 4.5.** Disclaimer of warranties. You expressly understand and agree that:
 - (a) Your use of the Yodlee Service and all information, products and other content (including that of third parties) included in or accessible from the Yodlee Service is at your sole risk. The Yodlee Service is provided on an "as is" and "as available" basis. Sage and Yodlee expressly disclaim all warranties of any kind as to

the Yodlee Service and all information, products and other content (including that of third parties) included in or accessible from the Yodlee Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(b) Sage and Yodlee make no warranty that (i) the Yodlee Service will meet your requirements, (ii) the Yodlee Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Yodlee Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by You through the Yodlee Service will meet your expectations, or (v) any errors in the technology will be corrected.

(c) Any material downloaded or otherwise obtained through the use of the Yodlee Service is done at your own discretion and risk and You are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by You from Sage or Yodlee through or from the Yodlee Service will create any warranty not expressly stated in these terms.

- 4.6.** Limitation of liability. You agree that neither Sage or Yodlee nor any of their affiliates, account providers or any of their affiliates will be liable for any harms, which lawyers and courts often call direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if Sage or Yodlee has been advised of the possibility of such damages, resulting from: (a) the use or the inability to use the Yodlee Service; (b) the cost of getting substitute goods and services, (c) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Yodlee Service; (d) unauthorized access to or alteration of your transmissions or data; (e) statements or conduct of anyone on the Yodlee Service; (f) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or (g) any other matter relating to the Yodlee Service.
- 4.7.** Indemnification. You agree to protect and fully compensate Sage and Yodlee and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys/legal fees) caused by or arising from your use of the Yodlee Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- 4.8.** Yodlee. You agree that Yodlee is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Yodlee were a party to this Agreement.

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 that was included in the original packaging for 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 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 upgrades 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. 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 only for 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. If You licensed a Trial Version, You acknowledge and understand that: (x) the Trial Version may be used for evaluation purposes only; (y) the Trial Version shall be operable only for thirty (30) days; and (z) 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.
- 6.4.** Any Sage Premier Advisor or Certified Consultant or any reseller, installer or consultant is not affiliated with Sage in any capacity other than as a reseller, installer or consultant of Sage's products and 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 Sage Premier Advisor or Certified Consultant 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.

Optional products and services including, but not limited to, Sage 50 Direct Payments, Sage 50 Accounting EFT Direct, Sage Payment Solutions, Sage 50 Payroll Solutions, Sage 50 Intelligence Reporting, and the Sage Cloud Connector (collectively, the "Add-On Products and Services") are available to You through the Program and may require a credit card, a valid email address, approval by a third party, internet access, and/or additional fees, and may also require You to accept a separate license agreement or abide by terms and conditions for use. 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.

Sage requires that if You use the Add-On Products and Services, You be licensed on a supported version of both the Program and any Add-On Products and Services. 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 http://na.sage.com/sage-50-accounting-ca/support/obsolescence_policy, You must license an upgrade to the latest version.

Pre-printed checks and forms are not included with this Program. Pre-printed forms may be ordered from Sage Cheques and Forms or purchased from a local supplier.

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. 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.

10. SUPPORT.

10.1. 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. Upon registration of the Program You will receive free customer support for one case within sixty (60) days provided that the Program is registered within fifteen (15) days of Your payment of the license fee, as evidenced by Your receipt. All other customer support requires purchase of a support option, as outlined in any special offers that Sage may from time to time send You, or may be found on the Sage 50 Web site at www.Sage50Accounting.ca. Sage does not provide free customer support for the Trial Version, NFR Version or Student Version.

10.2. Sage Business Care. Sage Business Care plans include varying levels of access to customer support and all updates and upgrades released during the term of Your Sage Business Care plan period. Customer Support Analysts reserve the right to limit calls to one hour or one incident. Certain Sage Business Care plans may include, in addition to the support outlined above, payroll services.

(a) Unless you have acquired a Subscription License to the Program, all Sage Business Care plans are for a term of twelve (12) months and automatically renew on the anniversary of Your activation date (your "Renewal Date"). You will be notified when Your Renewal Date is approaching and then on Your Renewal Date, the credit card or bank account information that Sage has on file for You will be billed in the amount of the then-current renewal fee. You may cancel the automatic renewal of Your Sage Business Care plan with at least seven (7) days' notice prior to Your Renewal Date. Should You decide to cancel Your plan, You will not have access to any payroll features or forms or support and You will not receive any updates or upgrades to the Program without the payment of additional fees.

(b) If You have a Subscription License to the Program Your Sage Business Care plan will renew monthly with the renewal of Your Program Subscription License. If You cancel Your Program Subscription License or if Your Program Subscription License is cancelled for non-payment, the Program will revert to "read-only" mode and You will no longer have access to any payroll features or forms, customer support, updates, or upgrades without the payment of additional fees.

(c) You must have a valid license for a supported version of the Program in order to be eligible to receive customer support. If You are not on a supported version, as set forth in the Obsolescence Policy located on the Sage 50 Web site at http://na.sage.com/sage-50-accounting-ca/support/obsolescence_policy, You must license an upgrade to the latest version.

(d) You must be on a current Sage Business Care plan or have a current Subscription License in order to receive updates to the Program.

(e) You must be on a current Sage Business Care plan in order to access, print, process, and file Canada Revenue Agency forms through the Program.

11. TERMINATION OF SUPPORT AND OTHER SERVICES.

11.1. Software has a limited useful life for various reasons including changes in technology. You are free to decide and responsible for deciding when to upgrade 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 may be necessary to license an upgrade or replacement product or service in order to continue 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 upgrades will be governed by a separate agreement.

11.2. Sage 50 Accountant Edition: Your active Sage Accountants Network ("SAN") membership entitles You to access the current version of the Program, receive Program upgrades, access payroll features, 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 Your access to payroll features 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 continue to receive product enhancement updates to the Program available through the Sage 50 Web site, or as otherwise made available by Sage, if Your copy of

the Program is a supported copy as per Section 10.1 above, but You will not receive any upgrades to new versions of the Program; and (iv) customer support for the Program will be made available only if You pay the then-current customer support fees. 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 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 seven (7) days before Your SAN membership renewal date.

12. PAYROLL UPDATES.

- 12.1.** If You license a Program bundled with a Payroll solution, Your initial license will include one (1) year of payroll services and access to all payroll features and forms within the Program. At the end of this term You will need to renew Your Payroll solution at the then current rate to continue to access the payroll features and forms within the Program and to receive any future payroll updates. You may also subscribe to an applicable Sage Business Care plan, which includes access to all payroll features and forms within the Program as well as payroll services for as long as You remain current on Your Plan. You must be on a supported version of the Program in order to subscribe to any of the Sage Business Care plans and have access to any Payroll solution. If you have a current Subscription License You will also have access to payroll features and forms in the Program.
- 12.2.** Payroll features may only be used by the Named User or the legal entity of the Named User. When processing payroll using the Program, You may only process payroll for up to the number of employees for which You have acquired a license (the "Tier Limit"). The Program will not process payroll for those employees over the Tier Limit that You have acquired. Sage may verify compliance of the Tier Limit and restrict use of the Program if it determines that You have violated the terms of this Agreement.

13. OWNERSHIP RIGHTS.

- 13.1.** The Program is protected by United States, Canadian and 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/upgrade costs to Sage to rectify.

15. PRODUCT ENHANCEMENT PROGRAM.

If You are a new customer or an upgrading 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. Sage will not collect any of Your Sage 50 data or any personally identifiable information. 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 an upgrading 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 and/or upgrades such as bug fixes, patches, enhanced functions, missing plug-ins, and new versions (collectively, "Maintenance Software"). 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 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 ECONOMIC DAMAGE OR LOSS, INCLUDING BUT NOT LIMITED TO, 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; and the data inputted to or through the Program by You or on Your behalf, such as company data, payroll data, check 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.

20. TERM AND TERMINATION.

20.1. This Agreement shall commence on the date that You or Your representatives first install 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.

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, this Agreement is effective unless and until You or Sage terminates the Agreement. You may terminate the Agreement with at least seven (7) days' notice prior to Your renewal date. Sage may terminate the Agreement upon non-payment of Your 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.
- 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 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 thirty (30) days from the Initial Installation Date, unless sooner terminated by You or Sage in accordance with the provisions of this Agreement.

21. MISCELLANEOUS.

- 21.1. 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 support service please visit <http://na.sage.com/sage-50-accounting-ca/support/support-topics>.
- 21.2. 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.
- 21.3. 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. In the event You have entered into this Agreement by means of the display of a translated version of this Agreement in a language other than English, You may request an English language version of this Agreement by notice to Sage. To the fullest extent permitted by law, all correspondence and communication between You and Sage under this Agreement must be in English language. This Agreement shall be exclusively governed by and construed under the laws the Province of British Columbia, without regard to its conflicts of law principles, and without regard to the United Nations Convention on Contracts for the International Sale of Goods, if the primary use of the Program is in Canada. The parties hereby submit to the exclusive personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought in the courts of British Columbia.
- 21.4. 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.
- 21.5. 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.
- 21.6. 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.
- 21.7. Quebec. With regard to Quebec, the parties declare that they have required that this Agreement and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.
- 21.8. 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), 21.2 (Governing Law) and this Section 21.7

shall survive the expiration or termination of this Agreement.

- 21.9.** 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 Premier Advisor or Certified Consultant or distributor or reseller or their respective agents, employees, or representatives.
- 21.10.** 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.
- 21.11.** 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.
- 21.12.** All notices given hereunder shall be in writing and sent by overnight courier or delivered in person: (a) if to Sage, to Sage, Attn: Legal Department, 1715 North Brown Road, Lawrenceville, Georgia 30043 USA; and (b) if to You, to the address You indicated upon Your registration of the Program.
- 21.13.** You authorize Sage to send You information about Sage products and services, including but not limited to marketing and promotional material, via facsimile, email, telephone, and other reasonable means. If You do not wish to receive information from Sage, please contact Customer Service.