



1. TRIAL SERVICES AGREEMENT (“Agreement”)

- 1.1 This Agreement and its terms and conditions (including attached Exhibit A) apply where you register for any trial of our services (“**Trial Services**”). You accept this Agreement (to the exclusion of all other terms and conditions) either by clicking a box indicating your acceptance, by executing an order form that incorporates this Agreement, or by proceeding to use our Trial Services to which this Agreement relates.
- 1.2 In the event of any conflict between the main body of this Agreement and Exhibit A, then Exhibit A shall prevail in respect of the Platform, the SFDC Service, and the Third-Party Applications (each as defined below).
- 1.3 Where you register for any Trial Services, we will make those Trial Services available to you on a limited trial basis strictly to enable you to evaluate the suitability of the Trial Services for your own internal business use as a Sage end customer free of charge until the earlier of (a) the end of the applicable free trial period; or (b) the commencement date of any Sage services ordered by you in substitution of such Trial Services.
- 1.4 Any data you enter into the Trial Services and any configuration you make to the Trial Services will each be **permanently lost** unless you (i) subscribe for equivalent or upgraded Sage services; or (ii) export your data from the applicable Trial Service, at any time prior to the end of the Trial Service.
- 1.5 Where you attempt to export any data or configurations from any Trial Service to any Sage service where the Sage service constitutes a downgrade from the corresponding Trial Service, this may not be possible or may only be partially possible. To **avoid any loss of your data** in those circumstances, you must export it from the Trial Service prior to the end of the trial period or before attempting to export it to any other Sage service.
- 1.6 Each party shall treat the other's confidential information as confidential and will not at any time copy, use, or disclose to any person the other's confidential information, except as permitted by this Agreement or as otherwise authorised by the other party in writing. Except that either party may disclose the other's confidential information: (i) to that party's employees, contractors, officers, representatives, advisers, or affiliates (as applicable) who need to know such information for the purposes of carrying out a party's obligations under this Agreement. Each party will ensure that its respective employees, contractors, officers, representatives, advisers, and Affiliates to whom the Information is disclosed comply with this section 1.6; and (ii) as may be required by law, court order or any governmental or regulatory authority. For the purposes of this Agreement “confidential information” includes without limitation (i) information belonging to a party that the other party ought reasonably to consider as confidential (whether or not marked or described as such); (ii) data entered into the Trial Service by you; (iii) details of the Trial Service and how it operates.
- 1.7 Subject to the limited right to use the Trial Service during your free trial period for evaluation purposes as expressly granted under this Agreement, we and our licensors reserve all of right, title, and interest in and to the Trial Services, including all related intellectual property rights. No rights are granted to you other than as expressly set out in this Agreement.
- 1.8 ALL TRIAL SERVICES ARE PROVIDED “AS-IS” AND NO REPRESENTATIONS, CONDITIONS, WARRANTIES, OR OTHER TERMS OF ANY KIND ARE GIVEN IN RESPECT OF THE TRIAL SERVICES, AND ALL STATUTORY WARRANTIES AND CONDITIONS ARE EXCLUDED TO THE FULLEST EXTENT POSSIBLE.
- 1.9 SAVE FOR DEATH AND PERSONAL INJURY CAUSED BY OUR OWN NEGLIGENCE, WE SHALL HAVE NO LIABILITY OF ANY KIND IN ANY CIRCUMSTANCES WHATEVER TO YOU IN RESPECT OF THE TRIAL SERVICE. IN PARTICULAR, WE SHALL HAVE NO LIABILITY IN ANY CIRCUMSTANCES WHATEVER FOR ANY LOSS OR CORRUPTION OF CUSTOMER DATA IN CONNECTION WITH THE TRIAL SERVICE, AND YOU AGREE THAT YOU HAVE SOLE RESPONSIBILITY FOR PROTECTING SUCH CUSTOMER DATA.

- 1.10 Either party may end your access to the Trial Service during the free trial period by notifying the other at any time prior to its expiry.
- 1.11 Additional trial terms and conditions may apply to particular Trial Services and these are incorporated into this Agreement. We will notify you of such terms and conditions prior to commencement of the particular Trial Services.
- 1.12 Your registration information will be disclosed to our platform provider, salesforce.com EMEA Limited (“**SFDC**”), and this information will be used by SFDC pursuant to its privacy policy available at: <http://www.salesforce.com>
- 1.13 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims) will be governed by and construed in accordance with the laws of the Sage entity that you are contracting with as follows:

Entity	Law
Sage Global Services Limited	English Law
Sage Global Services US, Inc.	The laws of the State of Georgia and controlling United States federal laws

- 1.14 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and State (as applicable) set out above over any claim or matter arising out of or in connection with this Agreement or the legal relationships established by it.

EXHIBIT A

The following terms and conditions also apply to the Trial Services.

“**AppExchange**” means the online directory of on-demand applications that work with the SFDC Service, located at <http://www.appexchange.com> or at any successor websites.

“**Platform**” means the online, web-based platform service provided by SFDC to Reseller in connection with Reseller’s provision of the Reseller Application to You.

“**Reseller**” means, if you are domiciled in (i) Europe, Middle East, Africa, Asia, or Australia, **Sage Global Services Limited** a company incorporated in England (company registration number 09506951) whose registered office is at North Park, Newcastle upon Tyne, NE13 9AA; and (ii) if you are domiciled in North, Central, or South America, Canada, or the Caribbean, **Sage Global Services US, Inc.**, a Delaware corporation.

“**Reseller Application**” means Sage Live.

“**SFDC Service**” means the online, web-based service generally made available to the public through <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding Third-Party Applications. For purposes of this SFDC Service Agreement, the SFDC Service does not include the Platform.

“**SFDC**” means salesforce.com EMEA Limited.

“**Third-Party Applications**” means online, web-based applications and offline software products that are provided by third parties and are identified as third-party applications including but not limited to those listed on the AppExchange and the Reseller Application.

“**Users**” means Your employees, representatives, consultants, contractors, agents, and third parties with whom You conduct business who are authorized to use the Platform subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Reseller at Your request).

“**You**” and “**Your**” means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

“**Customer Data**” means all electronic data or information submitted by You as and to the extent it resides in the Platform or SFDC Service.

1. Use of Platform.

- (a) Each User subscription to the Reseller Application shall entitle one User to use the Platform through the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Platform). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service generally or to use it in connection with applications other than the Reseller Application. If You wish to use the SFDC Service or any of its functionalities or services other than those included in the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any Platform or SFDC Service functionality within it that is in excess of the functionality described in the Reseller Application’s user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access or use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.
- (b) If Your subscription to use the Platform hereunder includes Salesforce Mobile, You understand that prior to purchasing Salesforce Mobile, You should refer to the Mobile Device list located at <http://www.salesforce.com/mobile/devices/> for information on mobile devices that are supported by SFDC. You agree that SFDC will not provide any refunds, credits, or other compensation or

remedies in connection with Your purchase of Salesforce Mobile for any mobile devices that are not supported by SFDC. Third-party mobile device, operating system, and network connectivity providers may, at any time, cease distribution of, interrupt, deinstall and/or prevent use of Salesforce Mobile clients on supported mobile devices without entitling You to any refund, credit, or other compensation or remedies.

- (c) Notwithstanding any access You may have to the Platform or the SFDC Service through the Reseller Application, Reseller is the sole provider of the Reseller Application, and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.
- (d) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the Content of all Customer Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or SFDC promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal, and foreign laws and regulations in using the Platform.
- (e) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.
- (f) You shall not (i) modify, copy, or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any Content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions, or graphics of the Platform or the SFDC Service.

2. Third-Party Providers. Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of Third-Party Applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization, and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform and/or the SFDC Service such as by exchanging data with the Platform and/or the SFDC Service or by offering additional functionality within the user interface of the Platform and/or the SFDC Service through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated," or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

3. Integration with Third-Party Applications. If You install or enable Third-Party Applications for use with the Platform or SFDC Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Customer Data as required for the interoperation of such Third Party Applications with the Platform or SFDC Service. SFDC shall not be responsible for any disclosure, modification, or deletion of Customer Data resulting from any such access by Third-Party Application providers. In addition, the Platform and SFDC Service may contain features designed to interoperate with Third-Party Applications (for example, Google, Facebook, or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with

the corresponding Platform or SFDC Service features on reasonable terms, SFDC may cease providing such Platform or SFDC Service features without entitling You to any refund, credit, or other compensation.

4. **Access by Reseller.** To the extent Reseller serves as the administrator of the Reseller Application for You, You acknowledge that your use of the Reseller Application may be monitored by Reseller and Reseller may access Customer Data submitted to the SFDC Service or Reseller Application. By agreeing to this SFDC Service Agreement, you are consenting to such monitoring and access by Reseller.
5. **Processing of Customer Data.** SFDC's processing of Customer Data is limited to the extent, and in such a manner as is necessary, for the performance of SFDC's obligations under its agreement with Reseller with regard to provisioning the Platform in connection with the Reseller Application and shall not include processing Customer Data for any other purpose without Your or Reseller's written instruction as appropriate. For clarity, the following processing is deemed an instruction by Reseller and/or You: (a) processing necessary for the performance of SFDC's obligations under its agreement with Reseller with regard to provisioning the Platform in connection with the Reseller Application; and (b) processing initiated by Your Users in their use of the Reseller Application.
6. **Return of Customer Data.** You have thirty (30) days from the date of termination of your Reseller Application subscription term in which to request a copy of Customer Data, which will be made available to You in a .csv format. Any modifications to such Customer Data made by the Reseller Application outside of the Platform (if any) will not be captured in Customer Data as returned and the return of any such modified data shall be the responsibility of Reseller.
7. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title, and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.
8. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
9. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations, or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.
10. **Suspension and Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You use the Reseller Application in combination with a SFDC Service Org other than the Org provisioned solely for use with the Reseller Application (a "Shared org"), You acknowledge and understand that (i) access to such Org, including the Reseller Application used in connection with such Org, may be suspended due to Your nonpayment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of nonpayment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.
11. **Subscriptions Noncancelable.** Subscriptions for the Platform are noncancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.
12. **No Warranty.** SFDC MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY

QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

- 13. No Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, COST OF PROCUREMENT OF REPLACEMENT GOODS OR SERVICES, LOST BUSINESS, LOSS OF USE, LOSS OF OR CORRUPTION OF DATA, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14. Further Contact.** SFDC may contact You regarding new Platform and SFDC Service features and offerings.
- 15. Third-Party Beneficiary.** SFDC shall be a third-party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.