

End-User License Agreement for EasyPay

This End User License Agreement (“**EULA**”) is a legal agreement between You (“**You**” and “**Your**” includes a person and/or an individual entity) and the Sage entity listed in Exhibit A (“**Sage**”) concerning the subject matter software products(s) (“**Software**”). The Software, includes the object code component parts, all other component parts, the associated media, any printed materials, any updates, and any “online” or electronic documentation, as applicable. By accessing, installing, copying or otherwise using the Software, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, Sage is unwilling to license the Software to You. In such event, You may not access, use or copy the Software, and You should promptly contact Sage for instructions on returning the Software. WRITTEN ASSENT IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS EULA.

1. License.

a. License Grant. Subject to the payment of all applicable license fees, and the terms and conditions of this EULA, Sage hereby grants to You a limited, non-sublicensable, non-exclusive, non-transferable right to install and run one copy of the specified version of the Software and the accompanying documentation, solely for Your individual use. This EULA authorizes You to make one copy of the Software solely for backup or archival purposes, provided that the copy You make contains all of the proprietary notices set forth in or on the original version of the Software. The Software is licensed, not sold. Even though copies of the Software may be provided on media of different formats, copies of the Software on different media formats do not constitute multiple licenses to the Software. If the Software is licensed as a suite or bundle with more than one specified Software product, this EULA applies to all such specified Software products, subject to any restrictions or usage terms specified on the applicable product packaging or accompanying documentation that applies to any of such Software products individually.

b. Single-User. If this Software is licensed as a single user product, You may use only one copy of the Software, by not more than one user at a time, on a total of one computer or workstation, or personal digital assistant, or pager, or “smart phone,” or one such other electronic device for which the Software was designed (“**Client Device**”), unless otherwise set forth herein. The component parts of the Software may not be used individually or jointly in full or in part on more than one Client Device, unless otherwise set forth herein. The Software is “in use” on a computer when it is loaded into the temporary memory (i.e., random-access memory or RAM) of that Client Device.

c. Multi-User. If the Software is licensed with multi-user or networked license terms, You may use the Software on one server computer, or a greater number as specified in the applicable multi-user license, product packaging or accompanying documentation, within a multi-user or networked environment for connecting, directly or indirectly, to not more than the maximum number of Client Devices, concurrent users and/or seats, as specified in the applicable multi-user license, product packaging or accompanying documentation. Use of software, hardware or services that bypass any Software license restrictions and/or reduce the number of Client Devices, concurrent users and/or seats, as may be applicable, accessing or utilizing the Software (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”). If the number of Client Devices, concurrent users and/or seats that can potentially connect to the Software exceeds or has the potential to exceed the number of licenses You have obtained, then You must have a reasonable self-enforcing automatic mechanism in place to ensure that Your use of the Software does not exceed the use limits specified for the license You have obtained.

2. Term. Regardless of the location of the Software, You are responsible for strict compliance with any and all of the terms and conditions of this EULA. This EULA will terminate automatically if You fail to comply with any of the limitations or other requirements described herein, and such termination shall be in addition to and not in lieu of any criminal, civil or other remedies available to Sage. When this EULA terminates, You must immediately cease using the Software and destroy all copies of the Software. You may terminate this EULA at any point by destroying all copies of the Software. This EULA is effective unless and until You or Sage terminates the EULA earlier, in accordance with the terms set forth herein.

3. Updates. Sage may, at its sole discretion, make bug fixes, updates and/or service packs available. Sage’s maintenance service, if applicable and offered, is available for Software at an additional cost to You, as Licensee, under a separate written agreement.

4. Consent to Use of Data: You agree that Sage may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Software. Sage may use this information solely to improve its products or to provide services or technologies to You. Sage will not disclose this information in a form that personally identifies You. In addition, pursuant to the General Data Protection Regulation (GDPR) (EU) 2016/679, the parties further agree to comply with the data protection and privacy terms in the column entitled “Data Protection and Privacy” in the table specified in Exhibit A hereto.

5. Ownership Rights.

a. Ownership of Software. The Software are protected by patent, 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 Software, including, but not limited to all copies, versions, customizations, compilations and derivative works thereof (by whomever produced); (b) the Sage trademarks, service marks, trade names, icons and logos; (c) any and all copyright rights, patent rights, trade secret rights and other intellectual property and proprietary rights throughout the world in the foregoing; and (d) all Confidential Information (as defined in Section 14 below). You acknowledge that Your possession, installation, or use of the Software does not transfer to You any ownership, title, or registrable interest of any kind to the intellectual property in the Software, and that You will not acquire any rights to the Software except as

expressly set forth in this EULA. You agree that all backup, archival, or any other type of copies of the Software will contain the same proprietary notices that appear on and in the Software.

b. Submissions. Should You decide to submit any materials to Sage via electronic mail, through or to Sage website(s), or otherwise, whether as feedback, data, questions, comments, ideas, concepts, techniques, 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.

6. Restrictions. You may not rent, lease, sublicense, loan, sell, distribute, market or commercialize any portion of the Software. You may only use the Software on hardware that is under Your exclusive control. You may not permit any parent, affiliate, subsidiary or any other third parties to benefit from the use or functionality of the Software, either directly or via a facility management, timesharing, service bureau or any other arrangement; provided, however, that You may use the Software, 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. You may not use the Software as part of a facility management, timesharing, or service bureau arrangement. You may not transfer any or all of the rights granted to You under this EULA. To the maximum extent this restriction is permitted under applicable law, except as expressly permitted in Section 1, You may not rename files of, modify, translate, localize, decompile, disassemble, decrypt, reverse engineer, attempt to derive source code from, remove any proprietary notices from, or create derivative works based upon the Software, in whole or in part. You may not duplicate or copy any portion of the Software, unless otherwise set forth herein. You may not remove any proprietary notices or labels on the Software, including, but not limited to, the Sage and product names wherever they may appear. All rights not expressly set forth hereunder are reserved by Sage. Sage reserves the right to periodically conduct audits upon advance written notice to verify compliance with the terms of this EULA.

7. Warranty and Disclaimer.

a. Limited Warranty. Sage warrants that for ninety (90) days from the date of original purchase the media on which the Software is contained will be free from defects in materials and workmanship.

b. Customer Remedies. Sage's entire liability and Your exclusive remedy shall be replacement of the defective media. To receive replacement of defective media, You must receive a return authorization number from Sage and return the defective media to Sage at Your expense with a copy of Your receipt. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication. Any replacement media will be warranted for the remainder of the original warranty period. This remedy is not available to the extent it is prohibited under the export control laws and regulations of the Sage Group plc entity that you are contracting with as set out in the column entitled "Governing Law" in the table set out in Exhibit A.

c. Warranty Disclaimer. **To the maximum extent permitted by applicable law, and except for the limited warranty set forth herein, THE SOFTWARE (AND ACCOMPANYING DOCUMENTATION) IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING PROVISIONS, YOU ASSUME SOLE RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND SOLE RESPONSIBILITY FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, SAGE MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE, VIRUS FREE, OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL SATISFY YOUR SPECIFIC REQUIREMENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAGE DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, OF LACK OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, AND LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE AND ASSOCIATED DOCUMENTATION. THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE. THE ENTIRE RISK OF THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE, IF ANY, REMAINS SOLELY WITH YOU. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

d. Indemnification. You agree to defend, indemnify and hold harmless Sage and its directors, officers, employees, affiliates, sublicensees, and agents from and against all claims, defense costs (including reasonable expert and attorneys' fees), judgments and other expenses arising out of or on account of: (i) alleged infringement or violation of any patent, trademark, copyright, trade secret or other proprietary rights with respect to the modification and customization performed by You or on Your behalf under Section 1 of this EULA; or (ii) any negligent act, omission, or willful misconduct by You or on Your behalf in the performance of this EULA.

e. Data. **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. YOU ARE ALSO RESPONSIBLE FOR COMPLYING WITH ALL LOCAL, STATE, AND FEDERAL LAWS PERTAINING TO THE USE AND DISCLOSURE OF ANY DATA.**

f. **Authorized Sage Solution Providers and Certified Consultants.** ANY AUTHORIZED SAGE SOLUTION PROVIDER, CERTIFIED CONSULTANT, 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 AUTHORIZED SAGE SOLUTION PROVIDER, CERTIFIED CONSULTANT, RESELLER, INSTALLER OR CONSULTANT AND YOU ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE SKILLS AND QUALIFICATIONS OF ANY AUTHORIZED SAGE SOLUTION PROVIDER, CERTIFIED CONSULTANT, RESELLER, INSTALLER OR CONSULTANT WITH WHOM YOU ASSOCIATE.

8. **Limitation of Liability.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL SAGE BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FOR PERSONAL INJURY, LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING A DUTY OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE, AND GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY SAGE, AND EVEN IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SAGE BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LIST PRICE SAGE CHARGES FOR A LICENSE TO THE SOFTWARE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **Entire Agreement.** This EULA expressly supersedes and completely replaces any and all prior end user license agreements. 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 Software, including any authorized Solution Provider, Certified Consultant, distributor or reseller or their respective agents, employees, or representatives, nor shall You be deemed a third party beneficiary of any obligations of Sage to any such Solution Provider, Certified Consultant, distributor or reseller.

10. **Attorneys' Fees.** If any party employs attorneys to enforce any rights arising out of or relating to this EULA, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses.

11. **Severability.** If any provision of this EULA is held to be unenforceable or invalid, the enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall continue in full force and effect.

12. **Copyright.** The Software are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to the Copyright Act (Chapter 63) of Singapore, or such other jurisdiction, depending on the Sage entity that you have contracted with and as set out in the column "Governing Law" of the table set out in Exhibit A. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying Documentation by the Government shall be governed solely by the terms of this EULA and shall be prohibited except to the extent expressly permitted by the terms of this EULA.

13. **High Risk Activities.** The Software 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 Software 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.

14. **Confidentiality.** You agree that the Software, including, but not limited to, all source and object code components, screen shots and displays, graphical user interfaces, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, and the Documentation (collectively the "Confidential Information") are trade secrets of Sage and are owned by Sage or, where applicable, its third-party licensors. You agree to retain all Confidential Information in strict confidence at least with the same amount of diligence that You exercise in preserving the secrecy of Your most-valuable information, but in no event less than reasonable diligence. You agree to: (i) only disclose Confidential Information to Your employees and agents to the extent required to use the Software under the terms of this EULA and not to disclose or disseminate the Confidential Information to any third party without the prior written consent of Sage, (ii) use the Confidential Information solely for Your benefit as provided for herein and not to allow any third party to benefit from the Confidential Information, and (iii) bind Your employees and agents, by terms no less restrictive than those set forth herein, to maintain the confidentiality of such Confidential Information, and not use or disclose such information except as permitted under this EULA. Notwithstanding the disclosure of any Confidential Information for any reason, such Confidential Information shall continue to be owned by Sage or its licensors. Nothing contained herein shall be deemed to prevent You from disclosing or disseminating Your data, in any format or any report, to whomever You so choose.

15. **Miscellaneous.** This EULA is exclusively governed by 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, the parties 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. This EULA sets forth all of Your rights and is the entire agreement between the parties. This EULA supersedes any other communications with respect to the Software. This EULA may

not be modified except by a written addendum issued by a duly authorized representative of Sage. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by a duly authorized representative of Sage. You hereby acknowledge a breach of this EULA would cause irreparable harm and significant injury to Sage that may be difficult to ascertain and that a remedy at law would be inadequate. You agree that Sage shall have the right to seek and obtain immediate injunctive relief to enforce the obligations under this EULA in addition to any other rights and remedies it may have. The controlling language of this EULA is English. If You have received a translation into another language, it has been provided for Your convenience only.

16. Sage Customer Contact. If You have any questions concerning these terms and conditions, or if You would like to contact Sage for any other reason, please find us on the Web at <http://www.sage.com/en-sg/contactus>

EXHIBIT A

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

	Sage Entity and Address	Governing Law	Court of Jurisdiction	Data Protection and Privacy
If you contracted with Sage in Singapore or your company, business or organization is based in Asia (Hong Kong, China, Thailand, India, Philippines, Indonesia, Cambodia, Myanmar, Vietnam, Japan, South Korea, Sri Lanka, Taiwan) for the Use of the Software, the Sage contracting entity, governing law, court of jurisdiction and the data and privacy terms will be:	Sage Software Asia Pte. Ltd.	Singapore Laws.	Courts of Singapore	https://www.sage.com/en-sg/data-processing-addendum
If you contracted with Sage in Malaysia or your company, business or organization is based in Malaysia for the Use of the Software, the Sage contracting entity, governing law, court of jurisdiction and the data and privacy terms will be:	Sage Software Sdn. Bhd.	Malaysia Laws.	Courts of Malaysia.	https://www.sage.com/en-my/data-processing-addendum