

Sage Cover Services

1. General.

“**Business Partner**” refers to entity listed in the Order Form that is authorized by Sage to provide the Sage Cover Services to you on Sage’s behalf. You may change the Business Partner by completing the appropriate form provided by Sage.

“**Commencement Date**” means the commencement date of the Sage Cover Services.

“**Fees**” or “**Sage Cover Fees**” means the fees for the purchase of the Sage Cover Services. For the avoidance of doubt, the Fees specified in the Order Form does not include fees involved for the installation, training, consultation and other additional services (whether provided by Sage or its Business Partners).

“**Restricted Territories**” means (i) Cuba, Iran, North Korea, Syria and the territory of Crimea / Sevastopol, and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the U.S.

“**Product Activation Code**” means the activation code issued by Sage to you for the purpose of enabling access to the Materials in accordance with your subscription under this Agreement.

“**Sage Cover Services**” comprises: (a) any updates, new versions released on an as-is, as-available basis during the currency of this Agreement (including published service packs, hot fixes, or any other documentation data, or materials available under the Sage Cover Services) (“**Materials**”); and (b) the support services as detailed in Clause 2.6 hereto (“**Support Services**”).

“**Sage Cover Plan**” refers to the plan selected by the Customer in relation to the Support Services for each specific Software.

“**Software**” refers to the software listed in the Order Form, upon which Sage Cover Services shall be provided.

“**User**” means a Customer’s employee, consultant, partner, representative, agent or other individual who uses, accesses, or receives the Sage Cover Services under this Agreement.

2. Sage Cover Services

2.1 Sage Cover Services. Subject to the terms and conditions of this Clause 2, and your payment of the fees, you will receive the Sage Cover Services during the Term of the Agreement. The Sage Cover Services will be provided to you directly by Sage or through Sage’s Business Partners.

2.2 Delivery of Materials. The Materials shall be released in such manner as determined appropriate by Sage in its sole discretion, and may be provided via DVD, CD, download, and/or other delivery method at Sage’s sole discretion (such as the issuance of a Product Activation Code). If available on DVD or CD, Sage or Sage’s Business Partner will deliver the Materials to you (i) FOB origin; and (ii) after advance payment of an annual shipping and handling charge for all regular shipments to you under this Agreement during the Term of this Agreement.

2.3 Acceptance of Materials. Unless you notify us in writing within 10 days of the date on your invoice of any discrepancy between the Materials you ordered and those you received, you are deemed to have accepted delivery. By installing, using or accepting delivery of the Materials, you agree to be bound by the EULA and this Agreement.

2.4 Security of Customer ID and Product Activation Code. You are responsible for maintaining the security of your Customer ID number and the Product Activation Code. You shall not allow any other person(s) (other than the Designated Customer Contact specified in the Order Form) to use the Customer ID number and the Product

Activation Code.

2.5 Currency of Software; Media. To use or install the Materials, you must have a valid license for the then-current version of the Software; installing the Materials with older versions of the Software may cause the Materials and/or the Software to function improperly and/or the Software to cease functioning.

2.6 Support Services. The Support Services provided depends on the Sage Cover Plan subscribed by you (as specified in the Order Form), details of which are set out in Exhibit A1 hereto. Support Services shall be available on your request between Mondays and Fridays (9:00 a.m. and 6:00 p.m. Singapore time), excluding public and company declared holidays gazetted by the government of Singapore and/or Malaysia (as the case may be) (“**Support Hours**”). Support shall be provided in the English language, except as otherwise agreed by the parties and subject to payment of any additional fees required by Sage in connection therewith. As part of SAGE’s commitment to our customers, we undertake to support both the current version and the two (2) most immediate prior versions for all our solutions. This ensures that as new releases become available, customers can upgrade at a time suitable to their business.

2.7 Variation to Support Services and Hours. Sage reserves the right, in its sole discretion, to amend the scope of the Support Services (including any applicable fees for additional services) and Support Hours by providing you 30 days’ prior notice.

2.8 Additional Software License and Services. In order to purchase additional software license, Customer’s must be on a then-current Sage Cover Plan. Additional services not specified in this Agreement, may be purchased at Sage’s then current published rates. Unless otherwise specified, any additional services purchased shall be co-terminus with the Sage Cover Services contracted hereunder.

2.9 Lapse. To resume your subscription to any Sage Cover Services after a lapse, you must pay the then current fees for reinstatement as specified from time to time.

2.10 Exclusions. Notwithstanding any provision to the contrary, Sage has no obligation to support altered, damaged or modified Software and Materials, or to remedy problems caused by: (i) Customer’s negligence, abuse or misapplication of the Software and Materials; (ii) use of the Software and Materials other than as specified in the specification; or (iii) hardware malfunctions, software not licensed by Sage or Software and Materials which is not the then-current release. Customer agrees, at its expense, to assist Sage in its obligations hereunder by providing documentation of problems and test data. Sage shall have no obligation to resolve problems if Customer fails to reasonably cooperate. Always consult the product compatibility guide as product fixes will not be available for previous versions to make them compatible with external products. Additional licenses for obsolete products may still be purchased provided Sage is able to provide activation codes. Obsolete products are those that have been replaced by a newer version and are no longer supported.

3. Fees.

3.1 Fees for Sage Cover Services. The Fees set forth in the



Order Form shall be for the first year of the Initial Term. The Fees for subsequent year of the Initial Term (or each Renewal Term, as the case may be) shall be notified to the Customer prior to renewal. Sage may increase the Fees for any Renewal Term at its sole discretion.

- 3.2 Non-Transferrable, Non-Cancellable, Non-Refundable. All Fees are non-transferable, non-cancellable and non-refundable.
- 3.3 Payment Terms. You agree to pay to us all Fees by the due date set out in the invoice.
- 3.4 Taxes and Miscellaneous Charges. The Fees set forth in the Order Form shall be exclusive of any taxes, insurance and handling charges, however, any taxes, insurance and handling charges imposed by the relevant government authorities shall be specified in the relevant invoice, and payable by the Customer in full without any deduction or withholding. A \$100.00 (SGD) charge will be added to the amount of any dishonored cheque, charge, debit or transfer.
- 3.5 Late Payment Consequences and Interest. Notwithstanding any other provisions to the contrary, Sage shall be under no obligation to perform the Sage Cover Services and may suspend its performance of the Sage Cover Service if: (a) the Customer fails to pay the Fees or any part of it when the Fees are due in accordance with this Agreement; and (b) the Customer fails to pay any other fees due and payable to Sage under any other agreements entered into between Sage and the Customer (for example, fees owed under any License Agreement). Without prejudice to the foregoing, and any other remedies available to Sage at law or in equity, if the Customer fails to pay any amount due under this Agreement by the date set out in the invoice, Sage shall be entitled to charge interest at the rate of 2% per annum above the prevailing Lloyds Bank's base rate, which interest shall be accrued from the due date until the actual date of payment. For the avoidance of doubt, for so long as the Fees are not paid in full, interest shall continue accruing before as well as after judgment.
4. **Term and Termination.**
- 4.1 Term. Unless otherwise terminated in accordance with this Agreement, this Agreement shall begin on the Commencement Date for the period as set forth in the Order Form ("**Initial Term**"). Upon the expiration of the Initial Term and subject to your payment of the renewal Fees, this Agreement shall automatically renew for successive period of one (1) year each (each a "**Renewal Term**") (collectively the Initial Term and the Renewal Term shall hereinafter be referred to as "**Term**").
- 4.2 Termination. This Agreement shall terminate upon:
- (a) the breach of any of the terms and conditions of this Agreement by the Customer, and the Customer fails to cure such breach within thirty (30) days after written notice thereof, then Sage shall have the right to terminate this Agreement without any further notice. In the event of Customer's breach, Sage may, in addition to the right to withhold its performance under and/or terminate this Agreement, avail itself of all other rights, remedies and causes of action available at law, in equity or otherwise; or
- (b) your delivery of a written notice of termination to Sage, fourteen (14) days prior to the commencement of each Renewal Term, provided that you are not in breach of any terms of this Agreement.
- 4.3 Consequences of Termination. In the event of termination due to a breach by the Customer of any terms and conditions of this Agreement, all rights granted to the Customer under this Agreement (or the relevant License Agreement) shall

immediately cease and the Customer shall:

- (a) immediately pay all sums due to Sage under this Agreement (and the relevant License Agreement); and
- (b) within 10 Business Days of the termination, and at Sage's option, destroy or return to Sage, all copies of the Confidential Information, Software and any Deliverables in your possession and control, and in the case of destruction, certify to Sage that the Customer have done so.
- 4.4 Reservation of Rights. Unless otherwise provided in this Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. The expiration or termination of this Agreement shall not prejudice, limit or restrict any other rights or remedies either party may have arising prior to such expiration or termination. Sage shall be under no obligation to refund or offset any amounts paid or owed to Sage.
5. **Warranties.**
- 5.1 Disclaimer of Warranties. These terms and conditions constitute a service contract and not a software warranty. The Software and all Materials related to the Software are subject exclusively to the warranties set forth in the EULA. This Agreement is in addition to the EULA and does not change, expand or supersede any term of the EULA except to the extent unambiguously expressed to do so. Services provided pursuant to this Agreement are not warranted. To the maximum extent permitted by applicable law, Sage provides the Materials and Support Services "as is" and "as available" and the entire risk as to satisfactory quality, performance, accuracy and effort is with the Customer. Except as provided in the limited warranty, if any, Sage hereby disclaims all warranties, conditions, or duties of every nature whatsoever. Further, there is no warranty of title, enjoyment, or lack of infringement, or that the provision or operation of any Materials will be timely or uninterrupted.
6. **Limitation of Liability.**
- 6.1 Sage's liability for direct damages from any cause of action whatsoever relating to Sage's agreement to provide the Sage Cover Services shall be limited to the amount paid by Customer in the preceding twelve (12) months period. Sage's liability shall be further limited as provided in the EULA between Customer and Sage for the Software, which may be either a signed agreement or the shrink-wrap, electronic or certificate form license accompanying the Software, a copy of which may be available for your viewing at [End-User License Agreement \(EULA\) | Sage Singapore](#)
- 6.2 THE REMEDIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE CUSTOMER. IN NO EVENT SHALL SAGE BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF SAGE HAS BEEN ADVISED OF IN THE EVENT THE ABOVE LIMITATION MAY NOT APPLY. TO THE EXTENT THE FOREGOING CANNOT BE EXCLUDED BY LAW, THEN SAGE'S AGGREGATE LIABILITY FOR ANY CLAIM HEREUNDER SHALL NOT EXCEED THE FEES PAID TO SAGE IN THE PRECEDING 12-MONTH PERIOD.
7. **Audit:** Sage or its agents may audit your books, records and information systems to ensure that your use of the Software and Materials complies with the EULA between you and Sage concerning the Software and Materials. Accordingly, the Customer agrees to permit Sage and its



representatives and/or agents to enter its premises to conduct the audit

8. Sanctions

8.1 The Customer hereby confirms that:

- (a) it shall, at all times during the term of this Agreement, conduct its business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU;
- (b) neither it nor any of its affiliates is named on any “denied persons list” (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor is it or any of its affiliates owned or controlled by a politically exposed person; and
- (c) it has and shall maintain throughout the duration of this Agreement appropriate procedures and controls in place to ensure and be able to demonstrate Customer’s compliance with this Clause 8.1.

8.2 The Customer shall not permit Users to use or access the Sage Cover Services (including the Software and Materials) in violation of any U.S. export or sanctions law or regulation or in any Restricted Territories. Such use and / or access is not permitted by Sage and shall constitute a material breach of this Agreement, and where Sage is aware of or suspects the Customer (or any of its Users) to be using, accessing, permitting or otherwise facilitating such use or access in any Restricted Territory in breach of such laws or regulations, Sage may immediately suspend use of the Sage Cover Services (including use of the Software and Materials) to the extent that Sage considers necessary without prior notice, and Sage shall promptly notify the Customer of such suspension and investigate any potential breach.

8.3 The Customer will promptly notify Sage if either it or any of its affiliates has violated, or if a third party has a reasonable basis for alleging that it or any of its affiliates has violated, this Clause 8.

8.4 In the event that Sage has grounds to suspect the Customer is using and / or accessing the Sage Cover Services (including the Software and Materials) in violation of this Clause 8, the Customer shall provide Sage with full cooperation and assistance to Sage in respect of its use and access of the Sage Cover Services (including the Software and Materials) and of compliance with this Clause 8.

8.5 The Customer shall indemnify and keep indemnified Sage against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Sage or any Sage affiliate as a result of the Customer’s (or its Users) breach of this Clause 8.

9. Anti-Bribery and Corruption

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

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (“Relevant Requirement”)
- (b) not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
- (c) Not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;
- (d) Promptly report to the other party, any request or demand for any undue financial or other advantage received by it in connection with this Agreement; or
- (e) Have and maintain in place during the Term of this Agreement, its own policies and procedures to ensure compliance with the Relevant Requirements

and will enforce them where appropriate.

10. General.

10.1 **Entire Agreement:** This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supercedes any and all prior agreements between the parties.

10.2 **Variation:** Other than the Designated Customer Contact and Business Partner specified in the Order Form, which may be replaced upon written notice to Sage, no other amendment to the Agreement shall be effective unless it is made in writing and signed by each party’s authorized representative.

10.3 **Conflict and Inconsistency:** In the event of conflict or inconsistencies between the General Terms and Condition and the EULA, the General Terms and Conditions shall prevail only to the extent applicable to Sage Cover Services. Otherwise, the EULA shall prevail with respect to the use of the Sage Software.

10.4 **Assignment:** Neither party may assign this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon both parties and their permitted successors and assignees.

10.5 **Confidentiality:** Each party shall treat the other’s information and the content of this Agreement as confidential and will not at any time copy, use or disclose to any person the other’s information, except as permitted by this Agreement or as otherwise authorised by the other party in writing. Notwithstanding the foregoing, either party may disclose the other’s information:

- (a) 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 their respective employees, contractors, officers, representatives, advisers and affiliates to whom the information is disclosed comply with this Clause 10.5; and
- (b) as may be required by law, court order or any governmental or regulatory authority. Where legally permissible the party required to disclose information of the other shall attempt to provide the other party with prior notice of such disclosure together with any reasonable assistance (at the other party’s cost).

10.6 **Force Majeure:** Neither party shall be held responsible for any reasonable delay or failure in performance hereunder caused by fires, strikes, embargoes, acts of nature, or other causes beyond their reasonable control.

10.7 **Data Protection and Privacy:** Where, as part of the Sage Cover Services, we process on your behalf, any data or information classified as personal information under applicable data protection and privacy laws, we shall process such personal information in accordance with our privacy policy as set forth at <http://www.sage.com/en-sg/footer/privacy-and-cookies/>. Accordingly, you hereby you hereby provide your consent (and you agree to procure consent from your employees) to allow access such data or information residing in the Sage Software. 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 set out in: <https://www.sage.com/en-sg/data-processing-addendum/>.

10.8 **Conflict of interest:** The Customer shall ensure that no conflict of interests arises between the interests of Sage and



the interests of the Customer. The Customer shall notify Sage in writing as soon as is practically reasonable if it is aware of any potential conflict of interests and shall follow Sage's reasonable instructions to avoid, or bring to an end, any conflict of interests. In this regard, Conflict of Interest is defined as follows: A situation in which a Sage Customer has competing interest or loyalties which could impact their ability to act objectively and fairly in their capacity as a

Sage Customer.

10.9 **Governing Jurisdiction:** This Agreement shall be governed by the laws of Singapore, excluding conflicts of law principles. The parties agree that any action arising under or relating to this Agreement shall lie within the exclusive jurisdiction of the courts of Singapore.

