

## **SAGE SERVICE AND SUBSCRIPTION AGREEMENT**

MAY 2018

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF OUR SERVICES.

YOU ACCEPT THIS AGREEMENT AND ITS TERMS EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT INCORPORATES THIS AGREEMENT OR BY PROCEEDING TO USE OUR SERVICES TO WHICH THIS AGREEMENT RELATES.

IF YOU DO NOT AGREE WITH OR OTHERWISE ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OUR SERVICES.

### **1. Definitions and interpretation**

#### **1.1 The following definitions apply to this Agreement:**

**"Affiliate"** any company, that company's parent or any subsidiaries of any such parent company;

**"Aggregate Data"** has the meaning set out in clause 14.4;

**"Agreement"** these terms and conditions, any Order Forms executed by you, Exhibits A, B and C and any other documentation or terms and conditions referred to within any of them;

**"Approved Sub-Processors"** has the meaning set out in paragraph 9.1 of Exhibit C;

**"Collateral"** our digitally available content, for example online user guides, help and training materials, that we make available from time to time in respect of the Services;

**"Content"** information developed by us or obtained by us from our content licensors or publicly available sources and provided to you pursuant to an Order Form and as more fully described in the Collateral;

**"Customer Data"** any data and information submitted on your behalf into the Sage Services or collected and processed by or for you using the Sage Services, excluding Content and Non-Sage Applications;

**"Customer Personal Data"** has the meaning set out in clause 14.1;

**"Data Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

**"Data Processor"** a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller;

**"Data Protection Laws"** means all applicable EU laws and regulations governing the use or processing of Personal Data, including (where applicable) the European Union Directive 95/46/EC (until and including 24 May 2018), the GDPR (from and including 25 May 2018) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time;

**"Force Majeure Event"** any circumstance not within a party's reasonable control including, for example, acts of God, fire, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil commotion, war, sanctions, embargo, law or act by government, labour or trade dispute, non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause) or interruption or failure of utility service, network or internet service provider;

**"GDPR"** means EU General Data Protection Regulation 2016/679;

**"Information"** all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Information includes Customer Data (but excludes Aggregate Data). Our Information includes the Services and Content. Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Information excludes information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use or reference to the Disclosing Party's Information;

**"Malicious Code"** code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;

**"Marketplace"** an online directory, catalogue or marketplace of applications and services that interoperate with the Sage Services;

**"Non-Sage Applications"** third party services or products that interoperate with the Sage Services, including, for example, an application that is developed by or for you or by a third party which is listed on a Marketplace;

**"Order Form"** our pro-forma order form setting out the Sage Services to be provided by us to you (or your Affiliates) together with any special terms and conditions relating to those Sage Services which are each incorporated into this Agreement. **By executing an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to it but you shall remain fully responsible for such Affiliates' compliance with this Agreement;**

**"Personal Data"** means any information relating to an identified or identifiable natural person (**"Data Subject"**); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**"Privacy Notice"** means Sage privacy notice posted on [www.sage.com](http://www.sage.com) (or such other URL as Sage may notify to you to you) and which may be amended by Sage from time to time.

**"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and **"Process", "Processed" and "Processes"** shall be construed accordingly;

**"Sage Services"** the solutions and services that you or your Affiliate's procure from us under this Agreement and as detailed at the point you access or download the Service or within the applicable Order Form excluding Content and Non-Sage Applications;

**"Supervisory Authority"** means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data;

**"User"** an individual who you authorise to use a Sage Service (under a dedicated purchased subscription) and for who you have issued a user identification and password. Users may include your own employees, consultants, contractors and agents, and third parties with which you transact business;

**"we" "us" "our" "Sage"** the Sage entity as follows: If you are domiciled in (i) Europe, Middle East or Africa, **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 Asia, Australia, North, Central or South America, Canada or the Caribbean, **Sage Global Services US, Inc.**, a Delaware corporation;

**"you" or "your"** means the person, company or other legal entity accepting this Agreement and, where Sage Services are procured on behalf of an Affiliate "you" and "your" shall include such Affiliate as the context requires;

1.2 In the event of any conflict between these terms and conditions, Exhibit A and the Order Form, then Exhibit A shall prevail in respect of the applicable third party Service and the Order Form followed by these terms and conditions shall prevail over any other conflict.

## 2. SAGE SERVICES OUR RESPONSIBILITIES

2.1 We will:  
2.1.1 make the Sage Services and Content available to you and your Affiliates pursuant to this Agreement (including the applicable Order Form(s)); and  
2.1.2 provide our standard support for the Sage Services to you at no additional charge, and/or upgraded support if purchased; and  
2.1.3 use commercially reasonable efforts to make our online Sage Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time), and (ii) any unavailability caused by a Force Majeure event.

2.2 We will be responsible for the performance of our personnel (including our employees and contractors) and their compliance with our obligations under this Agreement, except as otherwise specified within this Agreement.

## 3. USE OF SERVICES AND CONTENT

3.1 Sage Services are only available to bona fide end-users with a requirement for services of the nature of those that we provide. We reserve the right to terminate this Agreement without further liability to you where we have reasonable grounds to suspect that your use of the Sage Services is for competitive purposes (including competitive monitoring, assessment or otherwise).

3.2 Unless otherwise set out in the applicable Order Form,  
3.2.1 Sage Services and Content are each purchased as subscriptions;  
3.2.2 subscriptions may be added during a subscription term at the same pricing as the underlying subscription

- pricing (without any discount), prorated for the portion of that subscription term remaining at the time the subscriptions are added, and
- 3.2.3 any added subscriptions will terminate on the same date as the underlying subscriptions.
- 3.3 Sage Services and Content are subject to usage limits. Unless otherwise specified:
- 3.3.1 a 'quantity' in an Order Form refers to the upper limit of Users that are authorised to use the particular Sage Service or Content;
- 3.3.2 a User's password must not be shared; and
- 3.3.3 a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Sage Service and Content. If you exceed a contractual usage limit, we may (in accordance with section 4 below) work with you to seek to reduce your usage so that it conforms to that limit. If, notwithstanding our efforts, you are unable or unwilling to abide by a contractual usage limit, you will execute an Order Form for additional quantities of the applicable Sage Services or Content promptly upon our request, and/or pay any invoice for excess usage in accordance with section 6.4.
- 3.4 You shall:
- 3.4.1 remain responsible for Users' and your Affiliate's compliance with this Agreement;
- 3.4.2 be responsible for the accuracy, quality and legality of Customer Data and the means by which you acquire Customer Data;
- 3.4.3 use commercially reasonable efforts to prevent unauthorised access to or use of Sage Services and Content, and notify us promptly of any such unauthorised access or use;
- 3.4.4 use Sage Services and Content only in accordance with the Collateral and applicable law and regulation; and
- 3.4.5 comply with any terms concerning Non-Sage Applications with which you use Sage Services or Content.
- 3.5 You shall not:
- 3.5.1 make any Sage Service or Content available to, or use any Sage Service or Content for the benefit of, anyone other than you, your Affiliates or Users;
- 3.5.2 sell, resell, license, sublicense, distribute, rent or lease any Sage Service or Content, or include any Sage Service or Content in a service bureau or outsourcing offering;
- 3.5.3 use a Sage Service to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- 3.5.4 use a Sage Service to store or transmit Malicious Code;
- 3.5.5 interfere with or disrupt the integrity or performance of any Sage Service or third-party data contained therein;
- 3.5.6 attempt to gain unauthorised access to any Content, Sage Service or its related systems or networks;
- 3.5.7 permit direct or indirect access to or use of any Sage Service or Content in a way that circumvents a contractual usage limit;
- 3.5.8 copy Content or a Sage Service or any part, feature, function or user interface except as expressly permitted by this Agreement;
- 3.5.9 frame or mirror any part of any Sage Service or Content other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Collateral;
- 3.5.10 access any Sage Service or Content in order to build a competitive product or service; or
- 3.5.11 reverse engineer any Sage Service (to the extent such restriction is permitted by law).
- 3.6 If we are required by a licensor to remove Content or receive information that Content provided to you may violate applicable law or third-party rights, we may so notify you and in such event you will promptly remove such Content from your systems.
- 3.7 If we receive information that a Non-Sage Application hosted on a Sage Service by you may adversely affect our Sage Services, or violate applicable law or third-party rights, upon notifying you, you shall promptly disable such Non-Sage Application or modify the Non-Sage Application to resolve the matter. If you do not take required action in accordance with the above, we may disable the applicable Content, Sage Service (or affected part) and/or Non-Sage Application until the potential violation is resolved.
- 3.8 You can import bank feeds into the Sage Services directly from your existing banking services. Sage uses third party bank feed aggregators to facilitate this service. Before you create a bank feed you must check that your use of this service does not breach the terms and conditions of your bank or account provider. You will need to provide your internet banking credentials to the third party bank feed aggregators to take advantage of this service and agree to the additional terms and conditions set out in Exhibit B of this Agreement. In the case of conflict between this Agreement and Exhibit B, Exhibit B takes precedent in relation to the bank feeds service only.
4. **AUDIT**
- 4.1 We or our licensor may audit your use (including use of any User subscription) through the Sage Services. Should any audit reveal any unauthorised use of the Sage Service by you, you agree to pay to us the difference between the price charged by us to you for the applicable User subscription and our then-current list price for users of the full-use version of the applicable User subscription for all such unauthorised users, beginning with the date of the first violation through the end of the then current subscription term (the "**Overage Fee**"). Upon payment of the Overage Fee, all unauthorised User subscriptions will be converted into full-use subscriptions at our then-current list pricing for such full-use User subscriptions for the remainder of the then current subscription term and any subsequent subscription term.

## 5. THIRD PARTIES

- 5.1 We or third parties may make available (for example, through a Marketplace) products or services, including, for example, Non-Sage Applications and implementation and other consulting services. Any acquisition by you of such third party products or services, and any exchange of data between you and any third party provider, is solely between you and the applicable third party provider. We do not warrant or support third party applications or other third party products or services, whether or not they are designated by us as “certified” or otherwise, except as specified in an Order Form.
- 5.2 If you install or enable a Non-Sage Application for use with a Sage Service, you grant us permission to allow the provider of that Non-Sage Application to access Customer Data as required for the interoperation of that Non-Sage Application with the Sage Service. We are not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a Non-Sage Application. You also acknowledge that we may be provided access to your Non-Sage Application account to enable us or the third party provider of a Non-Sage Application to properly perform our obligations to you.
- 5.3 The Sage Services may contain features designed to interoperate with Non-Sage Applications. If the provider of a Non-Sage Application ceases to make the Non-Sage Application available for interoperation with the corresponding Sage Service features on reasonable terms, we may cease providing those Sage Service features without entitling you to any refund, credit or other compensation.

## 6. FEES AND PAYMENT FOR SAGE SERVICES

- 6.1 You must pay all fees specified in Order Forms. Except as otherwise specified within this Agreement:
- 6.1.1 fees are based on Sage Services and Content purchased and not actual usage;
- 6.1.2 payment obligations are non-cancellable and fees paid are non-refundable (other than expressly set out in this Agreement); and
- 6.1.3 quantities purchased cannot be decreased during the relevant subscription term.
- 6.2 You will provide us with valid and updated payment details (for example, credit or debit card information or a direct debit instruction), a valid purchase order or with alternative payment information reasonably acceptable to us to enable us to take payment for the Sage Services you purchase under an Order Form. This information will be used by us to take payment for any renewal subscription term(s) as set forth in section 12.2 and you now authorise us to do so.

- 6.3 All fees shall be payable in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit or debit card, we will invoice you in advance and otherwise in accordance with the relevant Order Form. A Sage Affiliate may invoice on behalf of the Sage entity that you are contracting with.
- 6.4 Unless otherwise stated in the Order Form, invoiced charges are due 30 days from the date of the invoice. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.
- 6.5 Our fees do not include any taxes, duties or similar governmental assessments of any nature, including, for example, VAT, GST, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). You are responsible for paying all Taxes associated with your purchases under this Agreement.
- 6.6 If we have a legal obligation to pay or collect Taxes for which you are responsible under section 6.5, you will pay that amount following receipt of our invoice unless you provide us with a valid tax exemption certificate authorised by the appropriate tax authority.
- 6.7 If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, those charges may accrue late interest at the rate of 1.25% of the outstanding balance per month, or up to the maximum rate permitted by law, whichever is greater, and/or
- 6.7.1 we may apply shorter payment terms than those set out in section 6.4 to any future subscription renewals and Order Forms.
- 6.7.2
- 6.8 If any amount owing by you under this or any other agreement for our services is 14 or more days overdue (or 5 or more days overdue in the case of amounts you have authorised us to charge to your credit or debit card), we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend our services to you until such amounts are paid in full. We will give you at least 7 days’ prior notice that your account is overdue, in accordance with section 16.1, before suspending services to you.
- 6.9 We will not exercise our rights under section 6.7 or 6.8 above if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 6.10 You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

7. **PROPRIETARY RIGHTS AND LICENSES**

7.1 Subject to the limited rights expressly granted under this Agreement, we and our licensors reserve all of right, title and interest in and to the Sage Services and Content, including all related intellectual property rights. No rights are granted to you other than as expressly set out in this Agreement.

7.2 We grant to you a worldwide, limited-term license to use Content acquired by you pursuant to Order Forms, subject to those Order Forms, this Agreement and the Collateral.

7.3 You grant us and our Affiliates a worldwide, limited-term license to host, copy, transmit and display Customer Data, and any Non-Sage Applications and program code created by or for you using a Sage Service, as necessary for us to provide the Sage Services in accordance with this Agreement. Subject to the limited licenses granted within this Agreement, we acquire no right, title or interest under this Agreement in or to Customer Data or any Non-Sage Application.

7.4 You grant to us and our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Sage Services any suggestion, enhancement request, recommendation, correction or other feedback provided by you or users relating to the operation of the Sage Services.

7.5 You grant to us a non-exclusive non-transferable right to use your name and logo in our marketing or promotional material during the term of this Agreement for the purpose of identifying you as a customer.

8. **CONFIDENTIALITY**

8.1 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.

8.2 Either party may disclose the other's Information:

8.2.1 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 section 8; and

8.2.2 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) as that other party may require to avoid such disclosure.

9. **REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

9.1 Each party represents that:

9.1.1 it has validly entered into this Agreement (including any Order Forms) and has the legal power to do so; and  
9.1.2 that the person entering into this Agreement (and any Order Forms) on its behalf has the power to bind that party and its Affiliates (as the case may be).

9.2 We warrant that (a) we will not materially decrease the overall security of the Sage Services during a subscription term, (b) the Sage Services will perform materially in accordance with the applicable Collateral, (c) we will not materially decrease the functionality of the Sage Services during a subscription term, and (d) the Sage Services and Content will not introduce Malicious Code into your systems. For any breach of an above warranty, your exclusive remedies are those described in sections 12.3 and 12.5.

9.3 EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE WITHIN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4 CONTENT IS PROVIDED "AS IS," AND NO REPRESENTATIONS, CONDITIONS OR WARRANTIES ARE GIVEN IN RESPECT OF CONTENT.

10. **MUTUAL INDEMNIFICATION**

10.1 We shall defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the use of a Sage Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, and will indemnify you from any damages, legal fees and costs finally awarded against you as a result of, or for amounts paid by you under a court-approved settlement of such claim, provided you (a) promptly give us written notice of such claim; and (b) give us sole control of the defence and settlement of such claim (except that we may not settle such claim unless it unconditionally releases you of all liability); and (c) give us all reasonable assistance at our expense. If we receive information about an infringement claim related to a Sage Service, we may in our discretion and at no cost to you (i) modify the Sage Service so that it no longer infringes, without breaching our warranties under section 9.2; or (ii) obtain a license for your continued use of that Sage Service in accordance with this Agreement; or (iii) terminate your subscriptions for that Sage Service upon 30 days' written notice and refund

- you any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defence and indemnification obligations do not apply to the extent such claim arises from Content, a Non-Sage Application, your breach of this Agreement or your continued use of the infringing element of the Sage Service after we have notified you not to use it.
- 10.2 You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Customer Data, or your use of any Sage Service or Content in breach of this Agreement, infringes such third party's intellectual property rights or violates applicable law, and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of such claim, provided we (a) promptly give you written notice of such claim; (b) give you sole control of the defence and settlement of such claim (except that you may not settle such claim unless it unconditionally releases us of all liability), and (c) give you all reasonable assistance, at your expense.
- 10.3 This section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section 10.
- 11. LIMITATION AND EXCLUSION OF LIABILITY**
- 11.1 NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU TO US UNDER THE ORDER FORM GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT, STRICT LIABILITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR SAGE SERVICES).
- 11.2 IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS, LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- 11.3 NOTHING IN THIS SECTION 11 SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.
- 12. TERM AND TERMINATION**
- 12.1 This Agreement commences on the date you first accept it and continues until all Sage Services have expired or otherwise terminate.
- 12.2 The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other notice of non-renewal at least **45 days** before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless we have given you written notice of a pricing increase at least 60 days before the end of that prior term.
- 12.3 A party may terminate this Agreement:
- 12.3.1 upon 30 days written notice to the other party of a material breach if such breach remains unremedied at the expiration of such period; or
- 12.3.2 where permitted by applicable law, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Where termination is not permissible under applicable law for this reason we will require such assurances as we may reasonably request concerning payment to continue your access to the applicable Sage Services.
- 12.4 This Agreement may be terminated or suspended immediately without notice to you where you are in breach of any direct agreement you have with our licensor, salesforce.com EMEA Limited.
- 12.5 If this Agreement is terminated by you in accordance with section 12.3, we will refund you any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by us in accordance with sections 12.3 or 12.4, you will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination.
- 12.6 Upon request by you made within 28 days after the effective date of termination or expiration of this Agreement, we will make the Customer Data available to you for export or download as provided in the Collateral. After that 28-day period, we will have no obligation to maintain or provide Customer Data, and will thereafter delete or destroy all copies of Customer

- Data in our systems or otherwise in our possession or control as provided in the Collateral, unless legally prohibited.
- 12.7 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 12.8 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 13. ANTI-BRIBERY AND CORRUPTION**
- 13.1 Each party will and will procure that persons associated with them:
- 13.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the “**Relevant Requirements**”);
- 13.1.2 not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
- 13.1.3 not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;
- 13.1.4 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;
- 13.1.5 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.
- 14. DATA PROTECTION**
- 14.1 For the purposes of this Agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data (“**Customer Personal Data**”) and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality. To the extent that Sage Processes any Customer Personal Data, the terms of Schedule 2 shall apply and the parties agree to comply with such terms.
- 14.2 You warrant and represent that:
- 14.2.1 you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
- 14.2.2 you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;
- 14.2.3 you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:
- (i) you to disclose the Customer Personal Data to us;
- (ii) us to Process the Customer Personal Data for the purposes set out in this Agreement; and
- (iii) us to disclose the Customer Personal Data to: (a) our agents, service providers and other companies within the Sage group of companies; (b) law enforcement agencies; (c) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.
- 14.3 Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our Privacy Notice, we shall comply with all Data Protection Laws applicable to us as Data Controller.
- 14.4 You agree that we may record, retain and use Customer Data generated and stored during your use of the Sage Services (including Customer Personal Data, which we shall Process as Data Controller as set out in our Privacy Notice, on the basis of our legitimate business interests), in order to:
- 14.4.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of the Sage Services;
- 14.4.2 carry out research and development to improve our, and our Affiliates’, services, products and applications;
- 14.4.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Sage customers;
- 14.4.4 provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience, provided that Sage shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. Sage will be the owner of all right, title and interest in the Aggregate Data. If at any time you do not want us to use Customer Data in the manner described in this clause 14.4, please contact us at the email address set out in our Privacy Notice.
- 15. GENERAL PROVISIONS**
- 15.1 The Content, Sage Services or other technology we make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Sage Service or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

- 15.2 Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld) except that either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, we will refund to you any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 15.3 Other than our Content licensors and the third parties referred to in Exhibit A, there are no other third-party beneficiaries under this Agreement. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce any terms of this Agreement.
- 15.4 This Agreement constitutes the entire understanding between the parties with respect to their subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating to them. Each party agrees that it has not relied on any representations or statements in entering into this Agreement which are not set out expressly in it, except this does not exclude a party's liability for fraud.
- 15.5 If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement. If the unenforceable wording could be enforced if part of it is deleted, the parties will treat the relevant part of the wording as if deleted.
- 15.6 Each party is an independent contractor and neither party will represent itself as agent, servant, franchisee, joint venturer or legal partner of the other.
- 15.7 If a party fails to, or delay in, exercising any rights under this Agreement, that will not mean that those rights cannot be exercised in the future.
- 15.8 This Agreement is drafted in English. If this Agreement is translated into any other language, the English language text will prevail. The parties have expressly requested and required that this Agreement and all

other related documents by drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.

16. **NOTICES, GOVERNING LAW AND JURISDICTION**

- 16.1 Except as otherwise specified in this Agreement, all notices, permissions and approvals shall be in writing and shall be deemed to have been given upon: (i) personal delivery, the second business day after mailing; (ii) the second business day after sending by confirmed facsimile, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to you shall be addressed to the relevant billing contact designated by you. All other notices to you shall be addressed to the relevant Sage Services system administrator designated by you. For us notices should be sent as follows:

Entity	Address
Sage Global Services Limited	North Park, Newcastle upon Tyne, NE13 9AA, England.
Sage Global Services US, Inc.	271 17 <sup>th</sup> St NW, Atlanta, GA 30327, United States

- 16.2 This Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual 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.

- 16.3 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.
- 16.4 We are entering into this Agreement as principal and not as agent for any other Sage company. Subject to any permitted assignment under section 15.2, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us.

## EXHIBIT A

The following terms and conditions also apply to the Services.

### SFDC Service

In relation to those services provided to you under this Agreement by Salesforce:

“**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 Financials.

“**SFDC Service**” means the online, Web-based service generally made available to the public via <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 via 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](http://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 via 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 (e.g., 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 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 non-payment 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 non-payment 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 Non-Cancelable.** Subscriptions for the Platform are non-cancelable 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 NON-INFRINGEMENT 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.

## EXHIBIT B - Yodlee Service

In relation to those services provided to you under this Agreement by Yodlee:

**Provide Accurate Information.** You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

**Proprietary Rights.** You are permitted to use content delivered to you through the Bank Feeds Service only on the Bank Feeds Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the Bank Feeds Service technology, including but not limited to, any Java applets associated with the Bank Feeds Service.

**Content You Provide.** You are licencing to us and our Bank Feeds Service Provider Yodlee Inc. ("**Yodlee**"), any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the Bank Feeds Service. Sage and Yodlee may use, modify, display, distribute and create new material using such Content to provide the Bank Feeds 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. As between Sage and Yodlee, Sage owns your confidential account information.

**Third Party Accounts.** By using the Bank Feeds 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. 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 Bank Feeds Service is not endorsed or sponsored by any third party account providers accessible through the Bank Feeds Service.

**DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(1) YOUR USE OF THE BANK FEEDS SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE BANK FEEDS SERVICE IS AT YOUR SOLE RISK. THE BANK FEEDS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAGE AND YODLEE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE BANK FEEDS SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE BANK FEEDS SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

(2) SAGE AND YODLEE MAKE NO WARRANTY THAT (i) THE BANK FEEDS SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE BANK FEEDS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BANK FEEDS SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, BANK FEEDS SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE BANK FEEDS SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BANK FEEDS 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 WRITEN, OBTAINED BY YOU FROM SAGE OR YODLEE THROUGH OR FROM THE BANK FEEDS SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**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: (i) THE USE OR THE INABILITY TO USE THE BANK FEEDS SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND BANK FEEDS SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR BANK FEEDS SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE BANK FEEDS SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE BANK FEEDS SERVICE; (vi) 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 (vii) ANY OTHER MATTER RELATING TO THE BANK FEEDS SERVICE.

**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 attorney's fees) caused by or arising from

your use of the Bank Feeds 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.

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.

## EXHIBIT C – Data Processing Addendum

### 1. Interpretation

- 1.1. Where there is any inconsistency between the terms of this Exhibit C and any other terms of this Agreement, the terms of this Exhibit C shall take precedence.

### 2. Processing of Customer Data

- 2.1. During the term of this Agreement we warrant and represent that we:
  - 2.1.1. shall comply with the Data Protection Laws applicable to us whilst any Personal Data is in our control;
  - 2.1.2. when acting in the capacity of a Processor, shall only Process Personal Data:
    - 2.1.2.1. as is necessary for the provision of the Sage Services under this Agreement and the performance of our obligations under this Agreement; or
    - 2.1.2.2. otherwise on your documented instructions.

### 3. Our Obligations

- 3.1. We shall:
  - 3.1.1. taking into account the nature of the Processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests from individuals for exercising Data Subjects' rights; and
  - 3.1.2. taking into account the nature of the Processing, and the information available to us, provide reasonable assistance to you in ensuring compliance with your obligations relating to:
    - 3.1.2.1. notifications to Supervisory Authorities;
    - 3.1.2.2. prior consultations with Supervisory Authorities;
    - 3.1.2.3. communication of any breach to Data Subjects; and
    - 3.1.2.4. privacy impact assessments.

### 4. Personnel

- 4.1. We shall:
  - 4.1.1. take reasonable steps to ensure the reliability of any personnel who may have access to Personal Data;
  - 4.1.2. ensure that access to the Personal Data is strictly limited to those individuals who need to know and/or access Personal Data for the purposes of this Agreement; and
  - 4.1.3. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.2. If so required by Data Protection Laws, Sage shall appoint a data protection officer and make details of the same publicly available.

### 5. Security and Audit

- 5.1. We shall implement and maintain appropriate technical and organisational security measures appropriate to the risks presented by the relevant Processing activity to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage or disclosure. Such measures include, without limitation, the security measures set out in Clause 5.3.
- 5.2. Subject to any existing obligations of confidentiality owed to other parties, we shall make available to you all information reasonably necessary to demonstrate compliance with the obligations set out in this Exhibit C, which may include a summary of any available third party security audit report, or shall, at your sole cost and expense (including, for the avoidance of doubt any expenses reasonably incurred by us), allow for and contribute to independent audits, including inspections, conducted by a suitably-qualified third party auditor mandated by you and approved by us.
- 5.3. Sage operates, maintain and enforce an information security management programme ("**Security Program**") which is consistent with recognised industry best practice. The Security Program contains appropriate administrative, physical, technical and organisational safeguards, policies and controls in the following areas:

- Information security policies
- Organization of information security
- Human resources security
- Asset management
- Access control
- Cryptography
- Physical and environmental security
- Operations security
- Communications security
- System acquisition, development and maintenance
- Supplier relationships
- Information security incident management
- Information security aspects of business continuity management
- Legislative, regulatory and contractual compliance

### 6. Data Breach

- 6.1. We shall notify you if we become aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data arising from our, or our sub-processors, acts or omissions.

#### **7. Transfer of Personal Data outside the EEA**

- 7.1. You expressly agree that we may transfer Personal Data within the Sage group of companies on the terms of Sage's Master Data Processing and Transfer Agreements, which incorporate the European Commission's standard contractual clauses.
- 7.2. You acknowledge that the provision of the Sage Services may require the Processing of Personal Data by sub-processors in countries outside the EEA. We shall not transfer Personal Data outside the EEA to a sub-processor where such transfer is not subject to: (a) an adequacy decision (in accordance with Article 45 of the GDPR); or (b) appropriate safeguards (in accordance with Article 46 of the GDPR); or (c) binding corporate rules (in accordance with Article 47 of the GDPR), without your prior written consent.

#### **8. Return and deletion**

- 8.1. At your option, we shall delete or return all Personal Data to you at the end of the provision of the Sage Services and delete all existing copies of Personal Data unless we are under a legal obligation to require storage of that data or we have another legitimate business reason for doing so.

#### **9. Use of Sub-Processors**

- 9.1 You agree that we have general authority to engage third parties, partners, agents or service providers, including our Affiliates, to Process Personal Data on Customer's behalf in order to provide the applications, products, services and information Customer has requested or which we believe is of interest to Customer ("**Approved Sub-Processors**"). We shall not engage a sub-processor to carry out specific Processing activities which fall outside the general authority granted above without Customer's prior specific written authorisation and, where such other sub-processor is so engaged, we shall ensure that the same obligations set out in this Exhibit C shall be imposed on that sub-processor.
- 9.2 We shall be liable for the acts and omissions of an Approved Sub-Processor to the same extent we would be liable if performing the services of each Approved Sub-Processor directly under the terms of this Exhibit C.