

## Sage Earth Terms of Service

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE SERVICES (AS DEFINED BELOW). YOU ACCEPT THIS AGREEMENT AND ITS TERMS EITHER BY CLICKING A BOX (OR SOMETHING SIMILAR) INDICATING YOUR ACCEPTANCE OR BY PROCEEDING TO USE THE SERVICES. IF YOU DO NOT AGREE WITH OR OTHERWISE ACCEPT THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

### 1. Definitions

**“Affiliate(s)”** means any entity that directly or indirectly controls, is controlled by, or is under common control with, the subject entity, where **“control”** is the direct or indirect ownership or control of at least a majority of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues.

**“Agreement”** means these terms and conditions, the exhibits, appendices, annexes, schedules and attachments (if any), the Data Protection Addendum, and any other documentation or terms and conditions referred to within any of them.

**“API”** means an application programming interface for the Service, as updated from time to time at our discretion.

**“Customer Data”** the data, information or material provided, inputted or submitted by you or on your behalf into the Services, which may include data relating to Users, your customers, suppliers, employees or other third parties.

**“Data Protection Addendum”** means our Data Protection Addendum posted on <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/> (or such other URL as notified to you) as amended from time to time. Terms defined in the Data Protection Addendum shall have the same meanings when used in these terms and conditions unless otherwise specified.

**“Data Protection Laws”** has the meaning set forth in the Data Protection Addendum.

**“Documentation”** means the user guides, specifications, instructions, and manuals relating to the Services made available by us through the Services or otherwise on a website administered by Sage or its Affiliates, as updated from time to time, but excluding marketing materials and sales publications.

**“Effective Date”** the date you accept this Agreement in one of the ways set out above.

**“Force Majeure”** means an act of God (e.g., a natural disaster or epidemic) or another event beyond the reasonable control of the party seeking excuse of performance (e.g., acts of war, terrorism, government authority or by another third party beyond the party’s control). For the purposes of this Agreement, a cyber-attack or breach of cyber security is beyond our reasonable control, subject to us being able to demonstrate that we acted in accordance with what would be reasonably considered to be good practice by a business accountancy and payroll software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security.

**“Intellectual Property Rights”** means rights recognised by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), trade secret rights, trade marks, service marks, domain name rights, database rights,

patents, trade secrets, know-how, rights in confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Privacy Notice”** means the Sage privacy notice, found at <https://www.sage.com/company/privacy-notice-and-cookies>, as updated from time to time.

**“Sage”** means The Sage Group plc or an Affiliate thereof.

**“Sage Data”** data about the configuration and use of the Services, the Documentation, and other information provided to you via login in the Services or otherwise by us in the course of performance under this Agreement, other than Customer Data.

**“Services”** means the carbon accounting software and services that you procure from us under this Agreement (including any modifications, enhancements, by-products, outputs, updates, upgrades, revisions, patches and fixes thereto), but excluding any Third-Party Services.

**“Third-Party Service(s)”** means any product (e.g. software, cloud services, or forms), tool (e.g. integration or development tools) or service (e.g. implementation, configuration, development or accounting) provided by a party other than us (a **“Third-Party Provider”**).

**“User(s)”** means a named individual authorised by you to use the Services, for whom you have purchased a subscription, and who has been supplied with user credentials for the Services by you or by us at your request.

**“we”, “us” or “our”** means Sage Global Services Limited (registered company number 09506951) of C23 - 5 & 6 Cobalt Park Way, Cobalt Park, Newcastle Upon Tyne, NE28 9EJ.

**“you” or “your”** means the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then: (i) the person represents that they have the authority to bind such entity and its Affiliates to the terms of this Agreement; and (ii) “you” and “your” refers to such entity and, to the extent appropriate, such Affiliates.

Other capitalised terms have the respective meanings given to them elsewhere in this Agreement.

### 2. Usage Rights.

2.1. **Access to the Services.** Subject to the terms and conditions of this Agreement and your payment of all applicable fees, we grant you a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) right to access and use the Services and the Documentation solely for your internal business purposes for the term of this Agreement.

2.2. **User Subscriptions.** Each User must have a valid subscription for the Services. User subscriptions are for named Users and cannot be shared with other person(s). We reserve the right to monitor your use of the Services to effect this Agreement and/or verify compliance with any subscription limits and this Agreement.

**2.3. Your Responsibilities.** You are responsible for: (i) the accuracy, quality, reliability, integrity and legality of Customer Data and the means by which you acquire Customer Data and input it into the Services; (ii) the confidentiality of User access credentials that are in your possession or control; (iii) setting up appropriate internal roles, permissions, policies and procedures for the safe and secure use of the Services, (iv) the activity of your Users in the Services and ensuring you have all consents and permissions required from such Users to perform your obligations under this Agreement; and (v) your Users' compliance with this Agreement and the Documentation. You must notify us promptly if you become aware, or reasonably suspect, that your account's security has been compromised.

**2.4. Restrictions.** You shall not: (i) licence, rent, sell, resell, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or make the Services or Documentation available to any third-party other than your Users, or include the Services as part of a facility management, timesharing or service bureau arrangement except as expressly authorised in this Agreement; (ii) attempt to decompile, reverse compile, disassemble, reverse engineer, copy, modify or make derivative works based upon the Services; (iii) remove any proprietary notices or labels from the Services or the Documentation; (iv) create internet links to or from, or frame or mirror any part of, the Services; (v) use the Services, including through a Third-Party Service, for any purpose other than those for which it was designed and specifically shall not use it: (a) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or regulations; (b) to provide us with fraudulent information; (c) to store sensitive data such as bank account data, social security (or equivalent) numbers and credit card data outside of the designated fields; (d) to send or store material which violates the rights of a third-party; (e) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (f) to interfere with or disrupt the integrity, security, availability or performance of the Services or other data contained therein or threaten to do the same; (g) to make or attempt to make a local non-cache copy of any part of the Services; or (h) for any other illegal or unlawful purposes. If you breach the provisions of this Agreement, or your use of the Services interferes with or disrupts the integrity, security, availability or performance of the Services, we reserve the right, without liability or prejudice to our other rights, to immediately modify or temporarily restrict or suspend your access to any aspect of the Services, or the entire Services and/or a Third-Party Service without notice to you. You shall not facilitate or aid a third-party in any of the activities described in this clause 2.4.

**2.5. API Connectivity.** If the Services offer integration capabilities via an API, your use of the API may be subject to our specific policies, and terms and conditions (which shall prevail in relation to your use of the API). You may not access or use the API in any way that could cause damage to us or the Services, or in contravention of any applicable laws. We reserve the right in our sole discretion, to: (i) update any API from time to time; (ii) place limitations around your use of any API; and (iii) deny you access to any API in the event of misuse by you or to otherwise protect our legitimate interests.

### **3. Availability and Support**

**3.1. Availability.** We will use reasonable commercial endeavours to maintain availability of the Services, subject to planned maintenance, Force Majeure events, and the terms of this Agreement. We will endeavour to schedule planned maintenance affecting the availability of the Services at non-peak times. We will use reasonable commercial endeavours to notify you as soon as reasonably practical of any unplanned downtime of the Services and resolve the issue as soon as practical. Notwithstanding the foregoing, we reserve the right

at any time to suspend without notice your access to and/or use of the Services for the purpose of enabling us to carry out essential emergency and/or urgent maintenance.

**3.2. Technical Support.** We will use reasonable endeavours to provide support to assist you in your use of the Services in accordance with the Documentation, but we do not provide any warranty or guarantee that we will be able to fix any problems or remedy any issues experienced by you in relation to the Services. Technical support may, at our discretion, include on-line help, FAQs, training guides and templates and the use of email, chat or live help. We are not obligated to maintain or support any customisation of the Services or any Third-Party Service, even if sold by us, except under a separate agreement signed by the parties.

**3.3. Maintenance.** We may release enhancements or provide additional features for the Services ("**Updates**"). The frequency and how we provide any Updates to you will be at our discretion. We will use reasonable endeavours to notify you when we are going to provide such Updates via a notification in the Services or by sending an email to you. The Services may contain auto update technology, a feature used to implement Updates. This feature cannot be disabled. This feature will: (i) connect to our (or our sub-contractors) systems over the internet; (ii) use internet protocols to determine whether Updates are required; and (iii) automatically download and install, or prompt you to download and install, current Updates. By accessing and using the Services, you consent to the automatic downloading and installing of Updates in this manner

### **4. Fees and Payment**

**4.1. Fees.** By providing your payment details to us in connection with the Services, you agree that we may automatically begin charging you the fees for the Services in accordance with the terms of this Agreement. You must pay all fees due for the Services at such rate and frequency, and on such payment dates, as set out in our welcome/login information email or the invoice provided to you with respect to your purchase of the Services, or as otherwise notified by us pursuant to the terms of this Agreement. Payment obligations are non-cancellable and fees paid are non-refundable (other than as expressly set out in this Agreement).

**4.2. Billing and Contact Information.** You agree to provide us with complete and accurate billing and contact information, including a specific technical contact if applicable, for your account with us and shall promptly notify us of any change thereto.

**4.3. Changes to Fees.** We shall be entitled to increase the applicable fees for the Services at any time by giving you not less than thirty (30) days' written notice, and such an increase will take effect from your next payment date after this notice period has ended.

**4.4. Taxes.** All fees are exclusive of applicable taxes, levies, or duties imposed by taxing authorities, including, for example, value added tax, goods and services tax, sales, use or withholding taxes, assessable by any jurisdiction whatsoever, and you shall be responsible for the payment of all such taxes, levies or duties in addition to the fees, excluding taxes on Sage's net income.

**4.5. Late Payment; Non-Payment.** If any funds are unavailable from your account by the due date for payment, then without limiting our rights or remedies: (i) those fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or up to the maximum rate permitted by law, whichever is lower; and/or (ii) we may apply shorter payment terms to any future fees.

4.6. Suspension for Non-Payment. If funds are unavailable from your account on the due date for payment and/or any amount owing by you under this Agreement or any other agreement for our Services is overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under this Agreement or such other agreements so that all such obligations become immediately due and payable, and/or suspend your access to the Services until such amounts are paid in full.

## 5. Proprietary Rights

5.1. Services. Subject to the limited rights expressly granted hereunder, Sage alone (and its licensors, where applicable) reserves all rights, title and interest in and to the Services (including any configurations, methodologies, customisations, modifications, enhancements, Updates, by-products, outputs and revisions thereof), Sage Data and Documentation, including all related Intellectual Property Rights therein. All rights not expressly set out in this Agreement are reserved by Sage. The Sage name, logo and the product names associated with the Services and the Documentation are trademarks of Sage or third parties, and no right or licence is granted to use them.

5.2. Customer Data. Subject to the limited rights expressly granted hereunder, as between the parties you own all rights, title and interest, including all Intellectual Property Rights, in and to Customer Data. You grant Sage, its Affiliates, employees, agents and subcontractors a worldwide, royalty-free, non-exclusive licence to host, copy, transmit, display and use the Customer Data to provide, administer and ensure the proper operation of the Services and related systems and to perform our rights and obligations under this Agreement.

5.3. Feedback. You may, but are not required to, provide Sage, its Affiliates, employees, personnel, representatives, agents or its subcontractors with ideas, suggestions, requests, recommendations or feedback about the Services ("**Feedback**"). If you do so, you grant Sage and its Affiliates employees, personnel, representatives, agents and its subcontractors with a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to use, reproduce, incorporate, disclose, and sublicense the Feedback for any purpose

## 6. Data

6.1. Data Privacy. Each party will abide by terms of the Data Protection Addendum, and references therein to the "Agreement" shall be construed as references to this Agreement. Any Personal Data shall be handled in accordance with the requirements of the Data Protection Addendum.

6.2. Customer Data. You agree that we may record, retain and use Customer Data (including Personal Data) and other data relating to use of the Services by you or your Users pursuant to the terms of the Data Protection Addendum and the Privacy Notice and clause 6.3, together with such other: (i) terms and conditions as we may otherwise notify to you; and (ii) consents or permissions as you may provide, from time to time in connection with such activities (collectively the "**Additional Terms**"). You consent to and authorise our access to and use of the Customer Data (including Personal Data) for the purposes referred to in this clause and agree that our use of the Customer Data (including Personal Data) is legitimate, proportionate and may be necessary. Nothing in this clause shall affect any individual's rights under Data Protection Laws.

6.3. Product improvement. You agree that we may record, retain and use Customer Data (including Personal Data), in order to: (i) carry out research and development to improve our, and our Affiliates', services, products and applications; (ii) develop and provide new and existing functionality and services (including

statistical analysis, benchmarking and forecasting services, predictive analytics and artificial intelligence/machine learning) to you, other Sage customers and third-parties; and (iii) provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience.

6.4. Access to Customer Data. You agree that we may, when necessary to maintain, upgrade, troubleshoot, and/or protect the integrity of the Services, to ensure compliance with all applicable laws, statutes, codes and regulations, or to provide technical support and maintenance in connection with the Services, access and/or download Customer Data on a limited basis and for the sole purpose of completing maintenance, upgrades, troubleshooting, and/or protecting the integrity of the Services, ensuring compliance with all applicable laws, statutes, codes and regulations, or providing technical support and maintenance in connection with the Services.

6.5. Third-Parties. Subject to the terms of clause 6.1 with respect to any Personal Data, where we use third-party subcontractors to provide certain features or functionality within the Services, you grant to those third-parties a non-exclusive, worldwide, royalty-free licence to use your Customer Data to provide those features or functionality within the Services and further, for their own purposes, including for disclosure, distribution, licensing or sale on an anonymised, aggregated basis.

## 7. Confidentiality and Data Security

7.1. Confidential Information. "**Confidential Information**" means all information of a party or its Affiliates ("**Discloser**") disclosed to the other party or its Affiliates ("**Recipient**"), 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. The Services and Sage Data are our Confidential Information. Customer Data is your Confidential Information.

7.2. Exceptions. Confidential Information excludes: (i) information that was known to the Recipient without a confidentiality restriction prior to its disclosure by the Discloser; (ii) information that was or becomes publicly known through no wrongful act of the Recipient; (iii) information that the Recipient rightfully received from a third party authorised to make such disclosure without restriction; (iv) information that has been independently developed by the Recipient without use of the Discloser's Confidential Information; and (v) information that was authorised for release in writing by the Discloser.

7.3. Confidentiality Obligations. The Recipient will use the same degree of care and resources as it uses for its own confidential information of like nature (but no less than reasonable care and skill) to protect the Discloser's Confidential Information from any use or disclosure not permitted by this Agreement or authorised by the Discloser. The Recipient may disclose the Discloser's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information to effect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those herein. Recipient shall be responsible for any breach of this clause by its employees, Affiliates and service providers.

7.4. Disclosure Required by Law. The Recipient may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Recipient provides advance notice thereof (unless requested or ordered not to do so by law or a court or administrative order) and reasonable assistance, at the Discloser's cost, to enable the

Discloser to seek a protective order or otherwise prevent or limit such disclosure.

7.5. Injunctive Relief. Each party acknowledges that damages may not be an adequate remedy for a breach of confidentiality obligations and that the other party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

7.6. Non-Sage Equipment. The Services are provided over the internet via networks only part of which are within our control. Our obligations in this Agreement apply only to networks and equipment within our control, and we are not responsible for any delay, loss, interception, or alteration of Customer Data on a network or infrastructure outside of our control. You shall remain responsible for the Services being compatible with (where applicable) your web browser, network and internet connections, and/or equipment or device set-up, and for any associated fees and for all problems, conditions, delays, delivery failures, costs and all other loss or damage arising from or relating to the same. You shall also remain responsible for the establishment, maintenance and monitoring of adequate internal security measures in connection with the accessing and use of the Services by you and your Users.

## 8. Third-Party Services

8.1. No Endorsement or Warranty. We may present to you, including on our websites, Third-Party Services. We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any such Third-Party Services or a Third-Party Provider, regardless of whether it is described as "authorised," "certified", "recommended" or the like and regardless of whether the Third-Party Service is included in your order. You should review applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with a Third-Party Provider or obtaining any Third-Party Service. We have no obligation to provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Services with any Third-Party Services. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with any feature of the Services on reasonable terms, we may cease providing such feature without liability.

8.2. Data Sharing. If you obtain a Third-Party Service that requires access to or transfer of Customer Data, you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider's own privacy notices and policies, and that we are authorised to provide the Customer Data as requested by the Third-Party Service. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by you.

8.3. AWS Platform. The Services are hosted on Amazon's AWS platform, an internet-scale cloud computing and services platform hosted in Amazon data centers. Your use of the Services is also subject to the following Amazon terms, conditions and policies: (i) AWS Privacy Notice Statement: available at <http://aws.amazon.com/privacy>; (ii) AWS Service terms: available at <http://aws.amazon.com/service-terms>; and (iii) AWS Acceptable Use Policy: available at <http://aws.amazon.com/aup/>. Neither you, nor anyone accessing the Service, may use Amazon's AWS platform in any way prohibited by the AWS Acceptable Use Policy

## 9. Term and Termination

9.1. Term. This Agreement commences on the Effective Date and, subject to earlier termination in accordance with this Agreement, it shall continue for the period as set out in your confirmation email and will renew automatically for the same period.

9.2. Termination for Convenience. This Agreement may be terminated for convenience at any time:

9.2.1. by us, if we provide written notice of termination to you of not less than thirty (30) days; or

9.2.2. by you if you: (i) provide written notice of termination to us of not less than thirty (30) days or such shorter period as we may specify from time to time, including within the Services; or (ii) follow such other process as we may specify from time to time, including within the Services. In the event of your cancellation pursuant to this clause you shall retain access to the Services for the remainder of your subscription period and your subscription shall not renew. You shall not receive a refund of any fees that are paid and all fees shall remain due and payable for the full subscription term.

The rights and obligations set out in this Agreement (including your obligations to pay any applicable fees) shall continue until termination has taken effect.

9.3. Termination for Cause. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (i) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if remediable) fails to remedy that breach within fourteen (14) days of being notified in writing to do so; (ii) to the extent permitted by applicable law, the other party becomes the subject of a petition in bankruptcy or other proceedings relating to insolvency (within the meaning of Section 123 Insolvency Act 1986) or makes an assignment for the benefit of creditors; (iii) if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; (iv) a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; (v) if the other party suspends or ceases, or threatens to suspend or cease, to trade; (vi) the other party takes or suffers any similar or analogous action to those set out in points (ii) – (v) above in any jurisdiction in consequence of debt; or (vii) there is a change in Control that results in you being, or being an Affiliate of, any of our direct competitors.

9.4. Termination for Non-Payment. We may terminate this Agreement with immediate effect if you fail to pay any amount due under this Agreement on the due date for payment.

9.5. Effect of Termination. On expiration or termination of this Agreement for any reason: (i) all applicable User licences and other rights granted to you shall immediately terminate, and you shall cease all activities authorised by this Agreement; (ii) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages with respect to any breach of the Agreement which existed at or before termination, shall not be affected or prejudiced; and (iii) subject to clause 9.8 and clause 6.3, each party shall, at the request of the other party, destroy

all materials that may contain the other party's Confidential Information and/or (to the extent legally and technically practicable) erase the other party's Confidential Information from all computer and communication devices used by it. Notwithstanding the foregoing, each party may retain the other party's Confidential Information to the extent required by law or any applicable governmental body, or by a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject, provided that such Confidential Information will continue to be governed by the terms of clause 9 of this Agreement.

9.6. Survival. 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.

9.7. Effect of Termination on Fees. 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, and on termination any outstanding fees due from you will become immediately due and payable

9.8. Return of Customer Data. You can request access to your Customer Data at any time during the term of this Agreement. Subject to clause 6.1 with respect to Personal Data:

9.8.1. following termination of this Agreement, we will not delete Customer Data from our environment for a period of ninety day or such other product-specific retention periods as we may notify to you from time to time including in Documentation (the "**Retention Period**");, and

9.8.2. after the Retention Period has expired, we will have the right to delete or destroy all Customer Data in our systems or otherwise in our possession or control in accordance with our internal data retention policies, unless legally prohibited, and will have no further obligation to make it available to you. We recommend that you download a copy of the Customer Data before the Retention Period expires.

## 10. Warranties

10.1. Authority. Each party represents to the other that it has the authority to enter into this Agreement, to carry out its obligations under it, and to give the rights and licenses granted herein.

10.2. Our Warranties. We warrant that the Services will perform materially in accordance with the Documentation. The warranty in this clause 10.2 shall only apply provided you use the Services in accordance with our operating instructions (including any instructions set out in the Documentation) and provided that the Services have not been modified or altered by anyone other than us, or our duly authorised consultants, sub-contractors or agents acting under our explicit instruction.

10.3. Remedies. If you notify us in writing that the Services do not conform with the warranty in clause 10.2, we will use reasonable endeavours to correct any such non-conformance promptly. You will provide us with all the information that may be necessary to assist us in resolving the non-conformance, including a documented example of any defect or fault, or sufficient information to enable us to re-create the defect or fault. You will use reasonable endeavours to mitigate any loss, damage or liability you may incur as a result of such non-conformance. Subject to your right to terminate the Services in accordance with the provisions of this Agreement, this clause 10.3 constitutes your sole and exclusive remedy for any breach of the warranties set out in clause 10.2.

10.4. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING THOSE: (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; OR (IV) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES AND OUR LICENSORS DO NOT REPRESENT, NOR DO WE WARRANT, GUARANTEE OR UNDERTAKE THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES ARE FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES, OR THAT THE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OR OUTPUTS OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, YOUR USERS, OR ANY THIRD-PARTY, AND YOU ACCEPT THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SERVICE MEETS YOUR REQUIREMENTS.

## 11. Indemnification

11.1. Our Indemnification. Subject to clause 11.3, we will indemnify and hold you and your Affiliates, harmless from and against any and all costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees and costs (collectively, "**Damages**") to the extent arising out of a third-party claim alleging that the Services infringe or misappropriate the Intellectual Property Rights of a third party, except to the extent that the alleged infringement is based on: (a) a customisation or modification of the Services at your direction or by anyone other than us; (b) use of the Services in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; (c) use of the Services in a manner contrary to our written instructions or the Documentation; or (d) your use of the Services after notice of the alleged or actual infringement from us or any appropriate authority. If the Services infringe, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Services; (ii) modify such Services so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate the Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services.

11.2. Indemnification by You. Subject to clause 11.3, you will indemnify and hold us and our Affiliates, officers, directors, employees, and agents harmless from and against any and all Damages to the extent arising out of a third-party claim alleging that your collection or use of Customer Data or your use of the Services in breach of this Agreement infringes the rights of, or has caused harm to, a third party, or violates applicable law.

11.3. Indemnification Procedure. In the event of a potential indemnity obligation under this clause 11, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the

indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defence and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

11.4. Exclusive Remedy. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this clause.

## 12. Limitation of Liability

12.1. OTHER THAN YOUR OBLIGATIONS TO PAY FEES AS SET OUT IN THIS AGREEMENT AND YOUR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S (INCLUDING ITS AFFILIATES') AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE VALUE OF THE FEES PAID OR PAYABLE BY YOU TO US IN RELATION TO THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

12.2. Exclusion of Damages. In no event shall either party be liable to the other for any: (i) loss of or damage to data, revenue, business, or profits; (ii) any indirect, punitive, special, exemplary, incidental or consequential damages or losses; or (iii) any damage caused by third-party hosting providers.

12.3. Unlimited Liability. The exclusions and limitations set out in this clause 12 apply to all causes of action (in each case whether direct or indirect and howsoever arising), whether arising from any breach of contract, tort (including negligence), breach of statutory duty, or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss, save that nothing in this Agreement shall be construed so as to limit or exclude any liability which cannot be legally limited, including but not limited to liability for: (i) death or personal injury caused by its negligence; or (ii) fraud or fraudulent misrepresentation.

12.4. Allocation of risk. The parties agree that the allocation of risk in this Agreement is reflected in the level of fees payable under this Agreement.

12.5. Affiliate claims. No party may circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing claims on behalf of its Affiliates.

12.6. Claims against Sage. You agree that you shall only be entitled to bring a claim, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, against the Sage entity that is party to this Agreement with respect to any issues related to the Services.

## 13. General Provisions

13.1. Compliance with Laws. Each party shall comply with all applicable laws, statutes, codes and regulations in relation to the Services, including applicable anti-bribery and anti-corruption laws, Data Protection Laws and tax evasion laws. The Services 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 persons list and that it is not owned or controlled by a politically exposed person. You shall be obliged to notify us if, during the term, you become named on any U.S. government denied persons list or you become owned or controlled by a politically exposed person. In the event that these circumstances arise, we shall be entitled to terminate this Agreement immediately on written

notice to you. You shall not permit Users to access or use the Services in violation of any U.S. export law or regulation or in any Restricted Territories. "Restricted Territories" means (i) Cuba, Iran, North Korea, Syria and the territory of Crimea / Sevastopol, (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the U.S. (iii) any other country or territory that becomes subject to sanctions by the United Kingdom, the European Union, or the U.S. after the Effective Date. You shall have and shall maintain throughout the term appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 13.1. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this clause. In the event that this clause 13.1 is breached, we shall have a right to terminate the Agreement immediately on written notice to you.

13.2. You shall assist in any due diligence process we may ask you to participate in from time to time to ensure your compliance with this Agreement and, in particular, this clause 13. You shall provide us with all reasonable co-operation, information and assistance in relation to our due diligence processes for any purpose, including but not limited to enabling us to establish ownership and to identify any territory in which you and any or all of your Users use and access the Services for whichever purpose. Your failure to engage in any such a process and/or provide the required information shall be deemed to be a material breach of this Agreement and we shall have a right to terminate this Agreement immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorneys fees and costs) arising out of or in connection with your (or your Users) breach of this clause 13.

13.3. Assignment. You may not assign, transfer, novate, charge, sub-contract, or deal in any other manner with any of your rights or obligations under this Agreement, whether in whole or in part, directly or indirectly, by operation of law, merger, acquisition or otherwise without our prior written consent (not to be unreasonably withheld). We may assign, transfer, novate, charge, sub-contract, or deal in any other manner with this Agreement, whether in whole or in part, without your consent.

13.4. Remedies Not Exclusive. Except as expressly set forth herein, any remedy in this Agreement is not exclusive of any other available remedy.

13.5. Third Party Beneficiaries. Certain of the Services may be provided by our Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this Agreement to the extent of such Services.

13.6. Third Party Rights. Except as set forth herein, this Agreement does not confer any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.

13.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering onto this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out into this Agreement.

13.8. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the

original provision, with all other provisions in this Agreement remaining in full force and effect.

13.9. No Partnership or Agency. Each party is an independent contractor, and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other. We are entering into this Agreement as principal and not as agent for any other Sage company, and claims under this Agreement may be brought only against us and not against any of our Affiliates.

13.10. Waiver. A party's failure or delay to exercise any right under this Agreement will not act as a waiver of such right. Rights may only be waived in writing signed by the waiving party.

13.11. Force Majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent performance of any obligations under the Agreement is delayed or prevented by a Force Majeure event.

13.12. Order of Precedence. In the event of any conflict or inconsistency between the following documents, then unless otherwise expressly stated, the order of precedence shall be: (i) the Data Protection Addendum; (ii) these terms and conditions; and (iii) the Documentation.

13.13. Updates. From time to time, we may amend the terms of this Agreement in its sole discretion. We will use reasonable endeavours to notify you of any material changes by sending you an email or posting a notice in the Services, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this Agreement. By continuing to access or use the Services, you are indicating that you agree to be bound by the modified terms.

13.14. No Publicity. Neither party shall make any public statement about this Agreement or the relationship of the parties governed by this Agreement that identifies the other party without the other party's prior written consent, except that while you are a customer, we may use your name and logo in our customer list in a manner that does not suggest endorsement.

13.15. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

13.16. Notices. Except as otherwise specified in this Agreement, any formal notice required to be given under this Agreement will be in writing and will be sent by pre-paid mail or recorded delivery or by email to the party required to receive the notice at the address given for that party. Any notice will be deemed to have been duly received if sent by: (i) pre-paid mail, 48 hours after posting; (ii) recorded delivery on the next business day; or (iii) email at 09:00. a.m. on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt (either specifically or by conduct).

13.17. Interpretation. In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) "including" and "includes" and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry; (d) references to a person include an individual, a body corporate and an unincorporated association of persons; (e) use of the singular shall be treated as including the plural and vice versa; (f) unless otherwise

specified, a reference to "writing" or "written" includes email but not faxes; (g) a reference to a statute, statutory provision or subordinate legislation is a reference to it as in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; and (h) references to any party shall include that party's personal representatives, successors and permitted assigns.