



Terms and Conditions of Use

Last updated: October 2018

1. What this agreement is about

1.1. If you are a user of Accounting, this agreement describes how you may use Accounting and is made up of these terms and conditions and our Privacy Notice.

1.2. If you are a partner and have subscribed to either the Sage Online Accounting Programme or the Sage Partner Program terms and conditions (“Sage Partner”), this agreement describes how you and your own clients may use Accounting and this agreement applies in addition to the terms and conditions of the Sage Online Accounting Programme or the Sage Partner Program as applicable to and accepted by you. If there is any difference between this agreement and the Sage Online Accounting Programme terms and conditions or the Sage Partner Program terms and conditions or (where appropriate) your Sage Accountants Club Membership Agreement, the terms of this agreement will take precedence in relation to your operation and use of Accounting.

1.3. In this agreement, where we say “Accounting” we mean all products comprising the payroll product family and all of the products comprising the accounting product family being Cashbook which was available for new users to subscribe to before 31 March 2016 (“Cashbook”), Start (“Start”), Accounting and Accounts which was available for new users to subscribe to before 16 July 2015 (“Accounts”).

1.4. In this agreement

1.4.1 “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control of the subject entity, where “control” is the ownership or control (whether directly or indirectly) of at least 50% 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;

1.4.2 “**Customer Data**” shall mean the data, information or material provided, inputted or submitted by you or on your behalf into Accounting, which may include data relating to your customers and/or employees.

1.4.3 “**Customer Personal Data**” has the meaning set out in clause 13.1.

1.4.4 “**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.



1.4.5 “**Data Processor**” a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.

1.4.6 “**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.

1.4.7 “**GDPR**” means EU General Data Protection Regulation 2016/679.

1.4.8 “**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.

1.4.9 “**Privacy Notice**” means our privacy notice posted on www.sage.com (or such other URL as we may notify to you) and which may be amended by Sage from time to time.

1.4.10 “**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.

1.4.11 “**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.

1.5. We may change the terms and conditions of this agreement and our Privacy Notice at any time. We will make reasonable efforts to communicate any changes to you via a notification on Accounting or by sending an email to you, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this agreement and our Privacy Notice on our website at www.sageone.com as you will be deemed to accept all changes if you continue to use Accounting.

2. Who this agreement is between



2.1. This agreement is between: you, the person or organisation authorised to use Accounting; and us, Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom) if you subscribe to Accounting in the United Kingdom; or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: 1 Central Park, Leopardstown, Dublin 18) if you subscribe to Accounting in the Republic of Ireland.

2.2. By entering into this agreement, we both agree to be bound by and keep to it.

3. How you accept this agreement, and when this agreement starts

3.1. You accept every term and condition of this agreement, and this agreement starts from the earliest date you tick a box or click on a button (or something similar) when you are asked to confirm that you accept this agreement during sign up to the service, or when you use Accounting (or any part of it). If you accept this agreement and pay the relevant subscription fees (where applicable), we give you the right to use Accounting in the way described in this agreement. You must not use Accounting in any other way.

3.2. This agreement will continue until terminated in accordance with clause 18 or any other clause in this agreement which by its express provisions allows a party to terminate this agreement.

3.3. If you don't accept this agreement, you should contact us or your Sage Partner immediately (where you have set up your Accounting account through your Sage Partner and your Sage Partner administers it for you) and you should not use Accounting.

4. Setting up an Accounting account directly with Sage

4.1. We will give you your sign-in details and passwords to enable you to use Accounting (the "sign-in information") once you have registered with us. If you wish to redeem a promotion or activation code you must enter this as part of the registration process. You will need to activate your account within 28 days of receiving the activation email which we will send to the email address you have registered with us. Failure to activate your account may lead to an inability to access any data which may have been entered into that account.

4.2. You may take advantage of a free trial of Accounting. We will confirm the duration of any applicable free trial period in a confirmatory email following registration.

4.3. If you are a new customer to Accounting and elect to buy Accounting immediately without a free trial by signing up the buy now offer and entering your direct debit details, you will receive such discount as we may from time to time determine off the recommended retail price for 3 calendar months (or such other period as we specify on our website or in our marketing literature) starting with the month in which we accept your valid direct debit details ("Buy Now Discount"). You will be charged for access to Accounting from the date you provide your direct



debit details and your first invoice will be generated on the first day of the next calendar month but prorated depending on the date you signed up for Accounting. After expiry of your Buy Now Discount the monthly price for your Accounting service will revert automatically without notice to our current list price unless we advise otherwise. Any break in payment resulting in a deactivation and subsequent reactivation of your Accounting account will result in your monthly subscription being reactivated at our current list price. Once you have purchased your first Accounting service with the Buy Now Discount, any additional subscriptions by you of an Accounting service will be at our then-current price list for that Accounting service (plus VAT or equivalent sales tax) as specified on our website from time to time.

4.4. If you continue to use Accounting following your trial period or if you have elected to purchase Accounting without taking a free trial, you agree to pay the applicable subscription fee (plus any VAT or applicable sales tax) directly to us via the payment method specified during registration or via any different payment method which we may notify to you from time to time, until either you or we end this agreement in one of the ways set out in clause 18.

4.5. If at any time during your monthly subscription you want to include additional Accounting components within your subscription you must pay the applicable fees for each additional Accounting component and your subscription fee will be pro-rated from the date access to the additional Accounting component is made available to you until the commencement of your next monthly subscription payment. If you wish to reduce access to certain Accounting components, you may do so from the commencement of your next monthly subscription when your fees will be calculated to take account of your reduced access to the Accounting components.

4.6. If you fail to pay any amount payable by you under this agreement, we may charge you interest on the amount overdue from the due date of payment up to and including the date of actual payment (as well as before and after judgment), at the rate of 4% per annum above the base rate for the time being of Lloyds Bank plc if you subscribe to Accounting in the United Kingdom or The Bank of Ireland if you subscribe to Accounting in the Republic of Ireland. Such interest shall accrue on a daily basis and be compounded quarterly and you will pay the interest to us immediately upon demand. If at any time we charge you an incorrect price, we reserve the right to rectify our invoice and claim payment from you for the correct amount which you agree to pay. If we have overcharged you, we will reimburse you for the amount by which you have been overcharged.

4.7. We may increase the subscription fee for Accounting at any time by giving you not less than 30 days' written notice and such an increase will take effect from your next payment date after this notice period has ended.

4.8. By using the functionality within Accounting, providing your Sage Partner is an accountant partner you can grant your Sage accountant access to your Accounting account provided that your Sage accountant has subscribed to the Sage Online Accounting Programme. If you choose to do this, we cannot accept any liability for the actions of your Sage accountant including, without limitation, their access to your Accounting account or the data contained within it. Except where your Sage accountant has set up your Accounting account (in which event, clause



5 shall apply), you can withdraw your Sage accountant's access to your Accounting account at any time.

5. Setting up an Accounting account through a Sage Partner

5.1. If your Sage Partner sets up your Accounting account for you it will automatically link your account to the Sage Partner's own Accounting account. If you pay your Sage Partner and not us (until such time that we, and/or your Sage Partner, notifies you to pay us directly) for your use of Accounting, your Sage Partner will manage your Accounting account. As you cannot withdraw your Sage Partner's access to your Accounting account in these circumstances, you would need to request that your Sage Partner withdraws their access to your Accounting account.

5.2. We cannot accept any liability which arises out of or in connection with any act, omission or other failure of your Sage Partner, including without limitation, its access to your Accounting account.

5.3. You are responsible for working with your Sage Partner to set and manage access rights and levels of access that your Sage Partner has over your Accounting account as agreed between you and your Sage Partner. You acknowledge that we have no control over such access rights and therefore we accept no liability for any loss or damage or other liability that you suffer as a result of any act, omission or failure of your Sage Partner.

6. Sign up via Social Log in

6.1. If you sign up to Accounting via a "social log in" (either using the web app or Mobile App) we will rely upon the relevant social log in's authentication process and you will be able to access your Accounting account via your log in to the relevant social website or app. You will not be required to create a separate id or password to access your Accounting account and you will only be able to gain access to your Accounting account when you are logged on to the relevant social website or app.

6.2. Sage will use the personal data it obtains from the relevant social log in app or website to manage your Accounting account and shall not be responsible for loss of any data from your Accounting account or unauthorised access to your Accounting account which arises as a result of failures in the security of the relevant social log in app or website.

6.3. Once you have set up your Accounting account via a social log in, you will be able to change your details by following the instructions available within Accounting.

7. Setting up and using Accounting via a Mobile App



7.1. In these terms where we refer to a “**Mobile App**” we mean an Accounting application that we have developed for use on mobile phones which will allow you to set up an Accounting Account in accordance with these terms and the specific terms governing the use of the Mobile App, which will be available at the time you download the Mobile App (“**Application Licence Terms**”).

7.2. The Mobile App is free and unless we notify you otherwise, you will not be charged for your use of the Mobile App. Should a charge become payable we will notify you in reasonable time to allow you to determine if you would like to continue to use the Mobile App.

7.3. If you sign up to the Mobile App directly, clause 4.1 outlines how you will receive your log in details to set up an Accounting account via the Mobile App.

7.4. If you sign up to the Mobile App via social sign on, clause 6 above will apply.

7.5. If you only use Accounting via the Mobile App you will not be entitled technical support as outlined at clause 14 of these terms.

8. Your rights to use Accounting and your obligations

8.1. You must only use Accounting for your internal business purposes and only to input your own information into Accounting, unless you are a Sage Partner. Sage Partners may link to their clients’ Accounting services for the purposes of inputting, transferring and analysing data on behalf of such clients (where the client permits this) and for making the Accounting service available to them.

8.2. All rights of ownership of the information you or a Sage Partner inputs into Accounting remain yours but your access to this information is dependent upon you complying with these terms and conditions and your applicable subscription fee being paid in full. We follow good industry practice to prevent data loss; however, you must keep copies of any information inputted into Accounting (or generated by it) as we cannot guarantee that your information will not be lost or damaged.

8.3. You cannot transfer your Accounting subscription (or your use of Accounting for demonstration and evaluation purposes or any free trial, promotion or activation code), or your Accounting Account created via a Mobile App to any other person or organisation. For example, you cannot sell it if you no longer want to use Accounting, or if you become insolvent an insolvency practitioner may not pass on your Accounting subscription (including your sign-in information) as part of your business’s assets. Further information on this is set out in clause 19.4.

8.4. You must comply with all applicable laws and legislation in respect of your use of Accounting and for any filing or sharing, you must ensure that the content of any files does not and will not result in any injury, damage or harm to us or any third party (including, without limitation, defamation or breach of confidentiality) and the content does not contain anything which is unlawful, obscene, indecent or immoral or promotes illegal or unlawful activities.



8.5. You acknowledge that we are not your accountant and Accounting should not be used as a substitute for professional accountancy advice.

8.6. Some features of Accounting rely on integration with other Sage products and services (such as Sage Pay) or provide access to technology, information or services not provided by us (such as the HM Revenue & Customs website even though it may look like Sage operates these technologies or services). You may purchase or subscribe to third party complimentary products, software or services (including from the Add-On section of the Accounting website) that integrate or work with Accounting or any other Sage products and services or technology, information or services not provided by us (“**Additional Services**”). It is your responsibility to decide whether or not to use Additional Services and if you choose to do so you must agree to the separate applicable terms and conditions presented to you by Sage or the third party for those Additional Services. If there is a conflict between any of the terms of this agreement and the Additional Services terms, the Additional Services terms will apply in relation to your use of the Additional Service in question. Except where clause 17.4 applies, we are not responsible for any issue with any third-party technology, information and/or services and will not be liable for those issues. We may withdraw access to such third party technology, information or services via Accounting at any time and without notifying you.

8.7. You acknowledge that, where relevant, the third party provider of the Additional Services may collect from you the subscription fees due for Accounting. In such circumstances you agree to pay the applicable subscription fee (plus any VAT or applicable sales tax) directly to the third party provider via the payment method and subject to the payment terms specified during registration or which may otherwise be notified to you from time to time, in default of which the payment terms set out in this agreement shall apply.

8.8. You agree that if you receive Accounting at a special or discounted price you will only be able to receive Accounting at that special or discounted price if your subscription fees for Accounting are paid continuously. Any delay or other failure in payment which results in a suspension, termination or other deactivation of your account may result in your monthly subscription fee being reactivated at our then-current list price which will be higher than the special or discounted price you previously paid. Please visit our website for details of our pricing.

9. Special Terms for Accounting

If you subscribe to Accounting (including any applicable free trial period), the following terms and conditions shall apply to you.

9.1 Setting up Accounting

9.1.1 When you register with us to use Accounting, the first business you register will be known as the “**Lead Business**”. During this registration process, you will be registered with us as the “**Subscriber User**” for that Lead Business.



9.1.2 Accounting allows you to add via your Accounting account additional businesses owned and controlled by you to Accounting so that those additional businesses may use Accounting, subject to your payment of the applicable subscription fee (“**Additional Business**”). If you wish to add more Additional Businesses than is permitted by your Accounting account, you will need to contact us at sagebusinesscloudsupport@sage.com or 0845 111 6611 if you are calling from the United Kingdom, or 1890 812811 if you are calling from the Republic of Ireland. We will confirm the number of Additional Businesses you may add to your Accounting account and the applicable monthly subscription fee immediately payable for each Additional Business (such Additional Businesses do not qualify for a free trial).

9.1.3 The subscription fee payable for Accounting for the Lead Business and for each Additional Business you add to your Accounting account is payable to us monthly in advance. You agree to set up a monthly direct debit for the Lead Business and for each Additional Business using Accounting so that we will receive a separate payment from you in respect of the Lead Business and each Additional Business for their use of Accounting.

9.1.4 If your Sage Partner sets up and manages your Accounting account pursuant to clause 5.1 above, your Sage Partner will not be able to add Additional Businesses to your Accounting account to use Accounting. If you wish to add an Additional Business in these circumstances, please contact us as set out in clause 9.1.1 above..

9.2 Using Accounting

9.2.1 For each Additional Business you will need to allocate a person who will be the system manager for that Additional Business (“**System Manager**”). The System Manager is responsible for allocating and managing the number of users for the Additional Business and may be the same person as the Subscriber User but need not be.

9.2.2 The number of users for a Lead Business and/or an Additional Business is subject to our discretion and we may reduce the number of users for a Lead Business and/or an Additional Business upon notice to you at any time.

9.2.3 You will at all times (and will procure that the System Manager and each user of Accounting will) properly and fully comply with the terms and conditions of this agreement. Any act, omission or other failure on the part of the System Manager and/or any user of Accounting will be deemed to be an act, omission or failure by you.

9.2.4 We may change how we provide support for Accounting (and if any applicable charges may become payable) by posting a notification on Accounting or emailing you with details of the changes. We will aim to give you as much advance notice as possible of these changes.

9.3 Upgrading to Accounting



We may at our discretion decide to upgrade you from Sage One Cashbook and Sage One Accounts to Accounting Start or Accounting. We will do so either via an in-application notification or by sending you an email. If you wish to upgrade from Cashbook or Accounts to Accounting please contact us on sagebusinesscloudsupport@sage.com.

10. Bank Feeds

You can import bank feeds into Accounting directly from your existing banking services. The bank feeds service is provided to you either by Sage directly or by third-party bank feed aggregators on behalf of Sage. You must agree to the additional terms and conditions set out at Appendix A if you want to take advantage of the bank feeds service. Where the bank feeds service is provided to you by a third-party bank feed aggregator, you will also need to provide your internet banking credentials to the third-party bank feed aggregator to use the bank feeds 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. In the case of conflict between this agreement and Appendix A, Appendix A takes precedence in relation to the bank feeds service only.

11. Restrictions on your use of Accounting

11.1 The following list gives examples of things you must not do with Accounting:

11.1.1 you must not introduce any viruses or harmful technology to Accounting;

11.1.2 you must not try to gain unauthorised access to Accounting or any underlying technology;

11.1.3 you must not try to affect the availability of Accounting to our users (sometimes called 'a denial-of-service attack');

11.1.4 unless you are a Sage Partner or except as expressly permitted in this agreement, you must not give anyone else any right (of any kind) to use or benefit from Accounting in any way or provide Accounting to others. For example, you cannot use Accounting with someone else's information to provide a service to them;

11.1.5 you may not use Accounting to help you develop your own software. For example, you must not use or copy all or any part of Accounting's 'graphical user interface', 'operating logic' or 'database structure' for it to be part of, or to develop, any software or other product or technology, unless that use or copying is allowed by law.

11.2 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of Accounting. In general, we will not tolerate any use which damages or is likely to damage our business or reputation, the availability or integrity of Accounting or which causes us or threatens to cause us to incur any legal, tax or



regulatory liability. We will also not tolerate any conduct by you which is (or we reasonably deem to be) offensive, malicious, threatening, intimidating or otherwise unacceptable behaviour (“**Unacceptable Conduct**”). If we consider you have participated in any Unacceptable Conduct, we may end this agreement by giving you 20 days’ notice in writing. In these circumstances you will not be entitled to a refund of any amounts you have paid to us in advance for your subscription period.

12. Our promises relating to Accounting

12.1 Whilst we aim to provide uninterrupted use of Accounting, unfortunately we can’t guarantee this, for example, some interruptions may be caused by reasons outside our control and in such circumstances, we will not be responsible for any failure to perform our obligations in this agreement, and we will be excused from that failure for so long as those circumstances continue.

12.2 We do not promise:

12.2.1 that Accounting will be compatible with your web browser or computer set-up;

12.2.2 that Accounting will meet your own needs;

12.2.3 that you will be able to use Accounting in any particular way;

12.2.4 that you will get particular outputs from Accounting;

12.2.5 the standard of the results you get from using Accounting; or

12.2.6 that, where you use our technical support services, we will be able to fix your problem or remedy your issue.

The fact that you have told our representative about how you intend to use Accounting will not affect this clause as Accounting has been developed for many different types of users, and you are responsible for setting up and accessing Accounting so that you can use it in the way you need, and as best suits your circumstances.

12.3 You are solely responsible for obtaining and maintaining your internet and network connections and any associated problems are your responsibility.

12.4 We will take reasonable steps to make sure that Accounting is free from viruses but we cannot guarantee this. We recommend that you use your own virus-protection software as we will not be responsible for any loss or damage caused by any viruses or other harmful technology that may infect your computer systems, data or other material owned by you.



12.5 You are responsible for controlling who can access your Accounting account. We advise that you don't allow anyone else to use your sign in information and that you change your password at regular intervals

12.6 From time to time we may temporarily suspend access to Accounting, for maintenance, repairs or other reasons. We will try to do this outside normal business hours and provide advance notice but this might not always be possible. If we become aware that there is an issue with Accounting which affects you we may contact you to discuss the steps required to remedy that issue. You agree to provide all reasonable assistance in helping us remedy that issue.

12.7 We promise that we will use our reasonable skill and care to provide any service to you under this agreement.

12.8 This agreement describes all of our promises relating to Accounting. Unless this agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to Accounting would automatically be included in this agreement, we will only be bound by that term, warranty or promise to the extent prescribed by law.

13. Data Protection

13.1 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.

13.2 You warrant and represent that:

13.2.1. you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;

13.2.2. 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;

13.2.3. 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:

13.2.3.1. you to disclose the Customer Personal Data to us;

13.2.3.2. us to Process the Customer Personal Data for the purposes set out in this agreement; and



13.2.3.3. 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.

13.3. To the extent that Sage Processes any Customer Personal Data, the terms of Appendix B shall apply and the parties agree to comply with such terms.

13.4. 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.

13.5. You agree that we may record, retain and use Customer Data generated and stored during your use of the Service (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:

13.5.1. deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of Accounting;

13.5.2. carry out research and development to improve our, and our Affiliates', services, products and applications;

13.5.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other Sage customers;

13.5.4 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. If at any time you do not want us to use Customer Data in the manner described in this clause 13.5, please contact us at the email address set out in the Privacy Notice.

14. Anti-Bribery and Corruption

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

14.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");

14.1.2. not engage in any conduct which would constitute an offence under any of the Relevant Requirements;



14.1.3. not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;

14.1.4. 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;

14.1.5. 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.

15. Technical support and how we may access your Accounting account

15.1 During the period of your subscription, we aim to give you 24-hour technical support 7 days a week (although there may be times where we are unable to do this for reasons outside our control) covering problems you may have using Accounting. We may provide this by telephone, email, web-chat, remote assistance (where we will access your account and data online) or self-help online support as described in the Help Section of Accounting. You grant us the right to access your systems to provide such support (and, in the case of Accounting, you shall ensure that we will have access to your systems for the Lead Business and each Additional Business using Accounting so that we may provide you with support). If we do not have this access we may not be able to provide you with support.

15.2 We may release enhancements or provide additional features to Accounting (“Updates”). The frequency and how we provide any Updates to you will be at our discretion. We will tell you when we are going to provide such Updates via a notification in Accounting or by sending an email to you.

15.3 We will not at any time give you technical support or other assistance for any hardware, third-party software, services or other equipment used with Accounting.

16. Intellectual Property Rights

16.1 Although you have rights to use Accounting as described in this agreement, you do not own any of the intellectual property rights in Accounting or any of its related logos. We (or the third party from whom we obtain our rights if we are not the owner) continue to own the intellectual property rights in Accounting and any related logos, including any software we provide to replace all or part of Accounting. The only rights you have to Accounting are as set out in this agreement.

16.2 You undertake not to use Sage’s name or brand in any promotion or marketing or other announcement.



17. Our liability and responsibility to you if something goes wrong

17.1. This clause sets out our entire liability to you (including any Lead Business and/or Additional Business) which arises out of or in connection with this agreement whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise.

17.2 Subject to clauses 17.4 and 17.5, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this agreement will be limited to paying you an amount which is equal to the total of all fees you have paid to us for your use of the relevant Accounting product during the 12 month period immediately preceding the date on which the claim arose (such relevant Accounting product being the product forming the subject matter of the claim).

17.3 Subject to clauses 17.4 and 17.5, we will not be responsible whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any of the following (even if we knew or should have known there was a possibility you could suffer or incur such loss or damage):

17.3.1 loss of profit, business or revenue and/or depletion of goodwill or similar losses;

17.3.2 loss of use or loss of or damage to data/information inputted by you into Accounting;

17.3.3 any interruption to your business or damage to information, however that interruption or damage is caused;

17.3.4 losses you suffer as a result of using Accounting other than as described in the relevant documents or instructions; and/or

17.3.5 any loss or damage which we could not have reasonably known about at the time you entered into this agreement including, without limitation any special, indirect or consequential loss or damage.

17.4 Nothing in this agreement will exclude or limit our liability for:

17.4.1 fraud;

17.4.2 death of or personal injury to any person as a result of our negligence; or

17.4.3 any other matter which cannot be excluded or limited under applicable law.

17.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent, permitted by law, excluded from this agreement.



17.6 Your and our responsibilities under this agreement are reasonable because they reflect that:

- 17.6.1 we cannot control how, and for what purposes, you use Accounting;
- 17.6.2 we have not developed Accounting specifically for you; and
- 17.6.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure that Accounting is problem or error free.

18. How this agreement may be brought to an end and what happens on termination

18.1. We may end this agreement:

18.1.1. immediately if we or your Sage Partner (if appropriate) do not receive your subscription fee or any other fees due to us under this agreement by the relevant due date; or

18.1.2. at any time on giving you at least 30 days' notice and if we do, we will refund to you any amounts you have paid in advance for the applicable subscription period calculated from the date of termination.

18.2. You may end this agreement at any time by sending us an email to sagebusinesscloudsupport@sage.com or by notifying your Sage Partner (where your Sage Partner has set up your Accounting account). In the case of Accounting, the Subscriber User must send this email. If you end this agreement, we will confirm the date that this agreement will end. We will not give you a refund for any amounts you have paid in advance for the applicable subscription period, and you must immediately pay all amounts you owe to us (or your Sage Partner (as the case may be)) by the date this agreement ends. If you continue to use Accounting after the expiry of any subscription period we will be entitled to charge you for such use at our then current applicable fees.

18.3. If you choose not to pay the subscription fee to continue to use Accounting at the end of any trial period your access to Accounting will immediately end.

18.4. If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one making such discovery can give the other written notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who made the discovery may end this agreement upon giving the other notice in writing.

18.5. This agreement will automatically (i.e. without us having to tell you) and immediately end without refund if you or your Sage Partner become bankrupt (or something similar happens) or your business or that of your Sage Partner is not able to pay its debts, stops trading or becomes insolvent (or something similar happens). In those circumstances we will



have no further obligation to you under this agreement and any monies due from you will become immediately due and payable.

18.6. No matter how this agreement ends, the information you store in Accounting remains your information (even if inputted by your Sage Partner) and you can access it in a format provided by Accounting before the end of this agreement. If you (or your Sage Partner) wish to access your information after this agreement has ended, you agree to pay our reasonable charges for that access.

18.7. In addition to our rights to end this agreement, we may also suspend your use of Accounting at any time if we (or your Sage Partner if applicable) do not receive payment in full when due or if we suspect that you or your Sage Partner has breached any part of this agreement. If you are an Accounting customer, we may suspend your use of Accounting for the Lead Business and each Additional Business regardless of which business is in breach of this agreement and/or has defaulted in payment.

18.8. Any suspension of your Accounting account will continue until such time that the breach in question has been remedied to our reasonable satisfaction and/or we have received payment from you in full. Where we suspend or terminate your use of Accounting under this clause, we may at our discretion agree to reactivate your account subject to you paying to us a reactivation fee. In accordance with clause 8.8 above, if you received Accounting at a special or discounted price your monthly subscription fee may be reactivated at our then-current list price which will be higher than the special or discounted price you previously paid. Please visit our Website for details of our pricing.

19. What else do you need to know?

19.1. 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, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.

19.2. If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.

19.3. This agreement and the documents we refer to above constitute the entire agreement between you and us for your use of Accounting, and replaces all documents, information and other communications (whether spoken or written) between us for such use.

19.4. As specified in clause 8.3, this agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this agreement at any time without your consent.

19.5. A person who is not a party to this agreement has no right to enforce any term of it.



19.6. Where either party is required to notify the other party by email, the party shall be deemed to have received the email on the first business day following transmission.

20. Which laws govern this agreement?

20.1. If you subscribe to Accounting in the United Kingdom, this agreement is governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this agreement.

20.2. If you subscribe to Accounting in the Republic of Ireland this agreement is governed by the laws of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this agreement.

Appendix A – Additional Terms and Conditions for Bank Feeds

PART A

Your use of automated bank account feeds enabled by Yodlee, Inc. (“Yodlee”) data gather service (“Bank Feeds Service”) is subject to the following terms and conditions. You are advised to ensure that you check your Bank’s internet banking terms and conditions to ensure you can use Bank Feeds with your specific online account. These terms should be read in conjunction with your Bank’s internet banking terms and conditions:

1. **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.
2. **Proprietary Rights.** You are permitted to use content delivered to you through the Bank Feeds Service only on Accounting. 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.
3. **Content You Provide.** You are licencing to us and 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.



4. 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.

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

6. 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.

7. 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 WRITTEN, OBTAINED BY YOU FROM SAGE OR YODLEE THROUGH OR FROM THE BANK FEEDS SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

8. 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.

9. 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.

10. 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.

PART B

These additional terms apply to your use of bank feeds where the bank feeds service is provided to you directly by Sage ("Sage Bank Feeds")

1. Description of the Service

Sage Bank Feeds is a service provided by Sage. We are responsible for the provision of the Sage Bank Feeds service and for the handling of all transaction and other account data ("**Bank Account Data**") you provide to us within our possession or control from the point we successfully receive your Bank Account Data from your bank or account provider ("**Bank**"). Your Bank is responsible for the handling of your Bank Account Data until the point it is successfully received by us. Your Bank is responsible for the provision of your Bank Account Data according to the consent you provide to your Bank and the terms and conditions agreed between you and your Bank. Your relationship with your Bank is separate and is a matter for you and your Bank. Sage is not responsible for any acts or omissions of your Bank.

2. Your Use of Sage Bank Feeds

The service and activation

2.1. You agree to complete the relevant on-boarding process as determined by your Bank to enable you to activate Sage Bank Feeds. This may include providing further information to



your Bank, including completing appropriate consent forms to enable your Bank to activate your Bank Account Data feed.

2.2. If any of your advisors (such as your accountant or professional advisors) (“**Advisor**”), use Sage Bank Feeds then you must make them aware of these terms. Any Advisors who may use Sage Bank Feeds agree to be bound by these terms as if they are a direct customer of Sage Bank Feeds. We recommend that you consider the suitability of any individuals or Advisor that you permit to access and operate your account with your Bank and to access and authorise actions in relation to your Bank Account Data, any data or information submitted on your behalf into Sage Bank Feeds (“**Bank Feeds Customer Data**”), Personal Data and any data relating to a debit or credit card or debit or credit card cardholder including the primary account number, the cardholder name, the expiry date, and any other data which is governed by the Payment Card Industry Data Security Standard (“**Card Data**”). Your Advisors are not permitted to use Sage Bank Feeds without your prior written consent or authority.

2.3. Following activation of Sage Bank Feeds, your Bank Account Data will be imported into Sage Bank Feeds automatically at a regular frequency and time depending on your Bank. You can find out more about the frequency and estimated feed delivery times in our online content that we make available from time to time in respect of Sage Bank Feeds (“**Collateral**”).

2.4. You understand, acknowledge and agree:

2.4.1. that Sage Bank Feeds is a business finance information management service providing you with more comprehensive information on Accounting based on data provided by your Bank; however it is not intended to provide legal, financial or tax advice and you rely on the information provided by Sage Bank Feeds at your own risk;

2.4.2. that Sage Bank Feeds is designed for businesses and you agree not to provide us with nor authorise your Bank to provide us with details of or data relating to personal or non-business bank accounts;

2.4.31. that Sage Bank Feeds is not designed to receive Card Data and you agree not to provide us with nor authorise your Bank to provide us with any Card Data;

2.4.4. that you remain responsible for users’ and your Affiliates compliance with this Appendix A;

2.4.5. be responsible for the accuracy, quality and legality of Bank Feeds Customer Data and the means by which you acquire Bank Feeds Customer Data;

2.4.6. use commercially reasonable efforts to prevent unauthorised access or use of Sage Bank Feeds, and notify us promptly of any such unauthorised access or use;



2.4.7. use Sage Bank Feeds only in accordance with the Collateral and applicable law and regulation; and

2.4.8. to provide true, accurate, current, and complete information about yourself and your business bank accounts and you agree to not misrepresent your identity or your business bank account information.

2.5. By importing your Bank Account Data into Accounting, you understand and agree that:

2.5.1. Users who are authorised to use Accounting will be able to access your Bank Account Data according to the user access permissions set for Accounting. We recommend you carefully consider your Accounting access rights to ensure the confidentiality of your Bank Account Data; and

2.5.2. Bank Account Data will remain in Accounting until it is deleted by you or it is otherwise deleted in accordance with this agreement.

The rights you grant to us

2.6. By using Sage Bank Feeds, you authorise Sage to access, receive, reconfigure and store your Bank Account Data relating to those business bank accounts designated by you, on your behalf, and to import this into Accounting. You acknowledge and agree that Sage is authorised to liaise with your Bank on your behalf in respect of your Bank Account Data for the purpose of providing Sage Bank Feeds to you. You understand that Sage will have access to all of your Bank Account Data including all transactional data (as opposed to specified time periods).

2.7. For the purposes of Sage Bank Feeds, you grant Sage a limited power of attorney, and appoint Sage as your attorney-in-fact and agent, to access your Bank Account Data, retrieve and use your Bank Account Data with the full power and authority to do and perform each thing necessary in connection with such activities as you could do in person. You acknowledge and agree that when Sage is accessing and retrieving your Bank Account Data from your Bank, Sage is acting as your agent, and not as the agent of or on behalf of the Bank.

Your consent

2.9. In order to use Sage Bank Feeds, you agree to provide consent to your Bank in accordance with their specified consent processes to enable the activation of your Bank Account Data feeds.

2.10. You represent that you are a legal owner of, and that you are authorised to provide us with, all registration and business bank account information necessary to facilitate your use of Sage Bank Feeds without any restrictions or limitations. If you are an Advisor, you represent that you have our customer's authority and consent to provide us with all registration and business bank account information necessary.



2.11. You may withdraw your consent for the provision of your Bank Account Data to Sage for one or more business bank accounts held with your Bank at any time by contacting your Bank directly. Following our receipt of confirmation from your Bank that your consent has been withdrawn in respect of a business bank account, we will stop the data feed which imports the relevant Bank Account Data into Accounting as soon as reasonably practicable. Please note there may be a delay between the date you withdraw your consent and cessation of your Bank Account Data feed depending on when we receive notification of the withdrawal of your consent from your Bank. You agree that Sage is not obliged to stop the relevant Bank Account Data feed until we have received confirmation of the withdrawal of your consent from your Bank.

Restrictions

2.12. You are permitted to use content delivered to you through Sage Bank Feeds only on Sage Bank Feeds.

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

2.14 You shall not:

2.14.1. (with the exception of Advisors who may use Sage Bank Feeds on behalf of customers) make Sage Bank Feeds available to, or use Sage Bank Feeds for the benefit of, anyone other than you, your Affiliates or users;

2.14.2. sell, resell, license, sublicense, distribute, rent or lease Sage Bank Feeds, or include Sage Bank Feeds in a service bureau or outsourcing offering;

2.14.3. use Sage Bank Feeds 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;

2.14.4. use Sage Bank Feeds to store or transmit malicious code;

2.14.5. interfere with or disrupt the integrity or performance of Sage Bank Feeds or third-party data contained therein;

2.14.6. attempt to gain unauthorized access to Sage Bank Feeds or its related systems or networks;

2.14.7. permit direct or indirect access to or use of Sage Bank Feeds in a way that circumvents a contractual usage limit;



2.14.8. copy Sage Bank Feeds or any part, feature, function or user interface except as expressly permitted by this agreement;

2.14.9. frame or mirror any part of Sage Bank Feeds other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Collateral;

2.14.10. access Sage Bank Feeds in order to build a competitive product or service;

or

2.14.11. reverse engineer or reverse compile Sage Bank Feeds or its technology.

2.15 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. Our Responsibilities

3.1 We will:

3.1.1. make Sage Bank Feeds available to you pursuant to this Agreement; and

3.1.2. provide our standard support for Sage Bank Feeds; and

3.1.3. use commercially reasonable efforts to make Sage Bank Feeds available in accordance with any advertised service availability levels, except for: (i) planned downtime, and (ii) any unavailability caused by any circumstance not within Sage'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 or interruption or failure of utility service, network or internet service provider.a

3.2. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Bank Feeds Customer Data, as described in the Collateral. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Bank Feeds Customer Data by our personnel except (a) to provide Sage Bank Feeds and prevent or address service or technical problems, (b) as compelled by law, or (c) as you expressly permit in writing (or, if you are an Advisor, as our customer expressly permits in writing).

3.3. 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.

3.4. We warrant that:



3.4.1. Sage Bank Feeds will perform materially in accordance with its Collateral,

3.4.2. we will not materially decrease the functionality of Sage Bank Feeds during a subscription term, and

3.4.3. Sage Bank Feeds and information developed by us or obtained by us from our content licensors or publicly available sources and provided to you in connection with Sage Bank Feeds (as more fully described in the Collateral) will not introduce code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses into your systems.

3.5. For any breach of the warranties set out in section 3.4 above, your exclusive remedies are those described in section 18.4 of this agreement as set out above.

3.6. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE WITHIN THESE TERMS, 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.

3.7. SAGE BANK FEEDS AND CONTENT IS PROVIDED "AS IS," AND NO REPRESENTATIONS, CONDITIONS OR WARRANTIES ARE GIVEN IN RESPECT OF SAGE BANK FEEDS AND CONTENT.

4. Proprietary Rights and Licences

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

4.2. We grant to you a worldwide, limited-term license to use Sage Bank Feeds and any other information developed by us or obtained by us from our content licensors that is provided to you in connection with Sage Bank Feeds, subject to this agreement and the Collateral.

4.3. You grant us and our Affiliates a worldwide, limited-term license to host, copy, transmit and display Bank Feeds Customer Data, as necessary for us to provide Sage Bank Feeds 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 Bank Feeds Customer Data.

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



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

5. Mutual Indemnification

5.1. 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 Sage Bank Feeds 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 Sage Bank Feeds, we may in our discretion and at no cost to you (i) modify Sage Bank Feeds so that it no longer infringes, without breaching our warranties under section 3.4 above; or (ii) obtain a license for your continued use of Sage Bank Feeds in accordance with this agreement ; or (iii) terminate your subscription for Sage Bank Feeds 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 your breach of this agreement or your continued use of the infringing element of Sage Bank Feeds after we have notified you not to use it.

5.2. You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Bank Feeds Customer Data, or your use of Sage Bank Feeds in breach of this agreement, or your use of any information developed by us from our content licensors and provided to you in connection with Sage Bank Feeds 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. If you are an Advisor you will also defend us against any claim, demand, suit or proceeding brought against us as a result of your breach of section 2.2 above or our withdrawal of your access to Sage Bank Feeds pursuant to section 5.12 below.

5.3. This section 5 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 5.

6. LIMITATION AND EXCLUSION OF LIABILITY

6.1. SAGE'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH SAGE BANK FEEDS AND/OR THIS PART B OF APPENDIX A WILL IN NO EVENT EXCEED THE SUM OF £500 (FIVE HUNDRED POUNDS STERLING). THE ABOVE LIMITATIONS WILL



APPLY WHETHER AN ACTION IS IN CONTRACT, STRICT LIABILITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

6.2. IN NO EVENT WILL SAGE HAVE ANY LIABILITY TO YOU FOR ANY DAMAGE CAUSED BY ANY THIRD PARTY (INCLUDING A BANK), THIRD-PARTY HOSTING PROVIDERS, LOST PROFITS, REVENUES OR (SUBJECT TO SECTION 6.3 BELOW) LOSS OF OR DAMAGE TO DATA, 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 SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

6.3. IN THE EVENT OF A LOSS OF OR DAMAGE TO YOUR BANK FEEDS CUSTOMER DATA CAUSED BY US WE AGREE TO TAKE REASONABLE STEPS TO RESTORE THE LOST OR DAMAGED DATA AS SOON AS REASONABLY PRACTICABLE HAVING REGARD TO THE NATURE OF THE LOSS OR DAMAGE AND ALL THE CIRCUMSTANCES.

6.4. YOU AND WE EACH AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 6 ARE FAIR AND REASONABLE HAVING REGARD IN PARTICULAR TO THE NATURE OF SAGE BANK FEEDS, THE FACT THAT WE HAVE NOT DEVELOPED SAGE BANK FEEDS SPECIFICALLY FOR YOU, THE ALTERNATIVE AVAILABLE COMPETITOR OPTIONS IN THE MARKET, THE FACT THAT IT IS NOT ECONOMICALLY POSSIBLE FOR US TO CARRY OUT ALL THE TESTS NECESSARY TO MAKE SURE THERE ARE NO PROBLEMS WITH SAGE BANK FEEDS AND THAT SAGE BANK FEEDS IS A FREE OF CHARGE SERVICE.

6.5. NOTHING IN THIS SECTION 6 SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

7. Term and Termination

7.1. As Sage Bank Feeds is a service which is dependent on you having an active licence for Accounting, your use of Sage Bank Feeds will automatically terminate if this agreement expires or is otherwise terminated.

This agreement will automatically terminate if:

7.1.1. in the case of a customer, we receive notification from your Bank that you have withdrawn your consent to the provision of your Bank Account Data for all Accounts which were previously included in Sage Bank Feeds; or

7.1.2. in the case of an Advisor, we receive notification from a customer that it has withdrawn its consent for you to act for and on behalf of it under this Agreement, in which case your right to use Sage Bank Feeds shall cease immediately.

7.3. Upon request by you made within 90 days after the effective date of termination or expiration of this agreement, we will make the Bank Feeds Customer Data available to you for export or download as provided in the Collateral. After that 90-day period, we will have no obligation to maintain or provide Bank Feeds Customer Data, and will thereafter delete



or destroy all copies of Bank Feeds Customer Data in our systems or otherwise in our possession or control as provided in the Collateral, unless legally prohibited.

7.4. We reserve the right to suspend, withdraw or terminate Sage Bank Feeds (in whole or in part) at any time on notice to you and Part B of this Appendix A shall terminate automatically in the event of Sage's withdrawal or termination of Sage Bank Feeds.

8. General

Sage Bank Feeds 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 Accounting or Sage Bank Feeds in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

Appendix B – Data Protection

1. Interpretation

Where there is any inconsistency between the terms of this Appendix B and any other terms of this agreement, the terms of Appendix B shall take precedence.

2. Processing of Personal 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 Data Processor, shall only Process Personal Data:

2.1.2.1 as is necessary for the provision of Accounting 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. to 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 We shall: take reasonable steps to ensure the reliability of any personnel who may have access to the Personal Data;
- 4.1.2 We shall: ensure that access to the Personal Data is strictly limited to those individuals who need to know and/or access the Personal Data for the purposes of this agreement; and
- 4.1.3 We shall: 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 the 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 below.

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 Appendix B, 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, maintains and enforces 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:

- 5.3.1. information security policies;
- 5.3.2. organization of information security;
- 5.3.3. human resources security;
- 5.3.4. asset management;
- 5.3.5. access control;
- 5.3.6. cryptography;
- 5.3.7. physical and environmental security;
- 5.3.8. operations security;
- 5.3.9. communications security;
- 5.3.10. system acquisition, development and maintenance; supplier relationships;
- 5.3.11. supplier relationships;
- 5.3.12. information security incident management;
- 5.3.13. information security aspects of business continuity management;
- 5.3.14. 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 the 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 Accounting 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 Accounting 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 your behalf in order to provide the applications, products, services and information you have requested or which we believe is of interest to you ("**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 your prior specific written authorisation and, where such other sub-processor is so engaged, we shall ensure that the same obligations set out in this Appendix B shall be imposed on that sub-processor.

9.2. We shall be liable for the acts and omissions of any 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 agreement.

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