

End User License Agreement for Sage 50 Accounting Products

IMPORTANT - PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS

This End User License Agreement for Sage 50 Accounting Products (the "Agreement") is a legal agreement between you or the company that you are authorized to represent ("You") and Sage Software, Inc. ("Sage"). This Agreement governs the installation and use of the accompanying Sage 50 Accounting—U.S. Edition computer software program and services not covered by a separate license agreement, including but not limited to Sage 50 Intelligence Reporting and the Sage Data Cloud Connector; all printed and electronic manuals, guides, bulletins, and online help (the "Documentation"); and any modifications, updates, revisions or enhancements received by You from Sage or its authorized dealers (collectively, the "Program"). The Program may not be accessed, installed, or used except pursuant to this Agreement.

This Agreement limits and excludes warranties and remedies regarding the Program, exempts Sage and other persons from liability or limits their liability, and contains other important provisions that You should read. Your access to or use of the Program may also be subject to your acceptance of separate agreements with Sage and/or third parties.

BY SELECTING THE "I ACCEPT" BUTTON OR BY ACCESSING, DOWNLOADING, INSTALLING, OR USING THE PROGRAM, YOU ACKNOWLEDGE AND SIGNIFY YOUR ACCEPTANCE AND AGREEMENT, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT, AND IF YOU ARE AN INDIVIDUAL REPRESENTING A COMPANY OR OTHER PERSONS THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT AND AGREE TO THE AGREEMENT ON BEHALF OF THE COMPANY OR OTHER PERSONS YOU REPRESENT OR ON WHOSE BEHALF YOU ARE INSTALLING OR USING THE PROGRAM.

IF YOU DO NOT AGREE WITH AND UNLESS YOU ACCEPT EACH PROVISION OF THIS AGREEMENT, YOU MAY NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE PROGRAM, AND YOU MUST RETURN THE PROGRAM FOR A REFUND IN ACCORDANCE WITH THE RETURN AND REFUND POLICY SET FORTH IN THIS AGREEMENT.

Registration and activation of your license for the Program with Sage is required. You must register as a licensee within the first ten (10) uses or the program will become disabled. If you are using a trial version of the program, the program will become disabled after thirty (30) days.

1. RETURN AND REFUND POLICY.

- 1.1. If You are a first-time customer, unless You have licensed the Program through a Sage promotion that extends the money-back guarantee period, You must return the Program within sixty (60) days from your payment of the associated license fee, as evidenced by your receipt, in order to receive a refund of the license fee from Sage. If You are an existing customer, You must return the Program within thirty (30) days from your payment of the associated license fee, as evidenced by your receipt, in order to receive a refund of the license fee from Sage.
- 1.2. If You have licensed Sage 50 Quantum Accounting, You must return the Program within ninety (90) days from your payment of the associated license fee, as evidenced by your receipt, in order to receive a refund of the license fee from Sage.
- 1.3. If You have licensed the Program as part of a Sage Business Care plan ("Sage Business Care") and this is the initial term of your subscription, You must cancel your Sage Business Care plan and return the Program within thirty (30) days from your payment of the associated license fee, as evidenced by your receipt, in order to receive a refund of the license fee from Sage. If you have licensed the Program by renewing your subscription to Sage Business Care, then You are not eligible to return the Program for a refund. You must cancel your Sage Business Care plan at least seven (7) days prior to its renewal date in order not to be charged the renewal rate.

2. GRANT OF LICENSE.

Subject to your compliance with all terms of this Agreement and your payment of all applicable fees, Sage hereby grants to You a limited, nontransferable, non-sublicensable, non-exclusive license (the "License") to install and use the Program under the terms stated in this Agreement, including the restrictions and limitations applicable to each kind of license and version of the Program set forth below, for use in your business or profession. The License is not a sale of the Program or any portion thereof and does not convey any rights of ownership in the Program. Sage reserves all rights not expressly granted by this Agreement and You hereby acknowledge that all title and ownership of the Program and all associated intellectual property rights are and shall remain with Sage.

3. LICENSE RESTRICTIONS.

There are various types of licenses and versions of the Program, which reflect the number of authorized installations and users and the permitted purposes of use, each of which is subject to different restrictions and limitations as set forth below. The type of license and version of the Program are identified in the Program packaging.

3.1. Type of License:

- (a) **Single User.** If your License to use the Program is a single-user license, the Program and related data may be: (i) installed on only one computer or workstation, or personal digital assistance, pager, "smart phone" or other similar electronic device which You own or use and for which the Program is designed to operate (a "Client Device"); and (ii) accessed and used only by the individual to whom the Program is licensed. The component parts of the Program may not be installed or used individually or jointly in full or in part on more than one Client Device, unless otherwise set forth herein. You may purchase additional installs of your License if You would like to install the Program on an additional Client Device for back-up purposes or home/remote use.
- (b) **Multi-User.** If your license to use the Program is a multi-user license, or You have licensed more than one single-user version of the Program, the Program and related data may be: (i) installed on (x) up to the number of Client Devices corresponding to the maximum number of licensed Named Users or other pre-defined limit authorized by the License; or (y) a local area network provided that the number of Client Devices permitted to access the Program is limited to the maximum number of licensed Named Users or other pre-defined limit authorized by the License; or (z) a server and up to the number of Client Devices corresponding to the maximum number of licensed Named Users or other pre-defined limit authorized by the License; and (ii) accessed and used by not more than the maximum number of licensed Named Users authorized by the License. A Named User means the individuals listed and selected in the user maintenance screen of the Program. The number of defined Named Users may not exceed the number of licenses purchased up to the predefined limit. You may make copies of the Program and install it on separate computers up to the predefined limit and the same data may be accessed concurrently by the defined Named Users. You also have the right to use the multi-user version of the Program on a local area network provided only the licensed Named Users access the Program, the number of licensed Named Users does not exceed the number of licenses purchased and no licensed Named User accesses the Program from more than one computer concurrently. In the event a licensed Named User is temporarily out of the office (vacation, illness, leave, etc.) or leaves your company, You may replace this Named User with a new associate of your company without purchasing a license for an additional Named User. You may purchase additional installs of your License if You would like to install the Program on an additional Client Device for back-up purposes or home/remote use.
- (c) **SysAdmin User Account.** The sysadmin user account is an administrative account that does not require its own license to use the Program unless You want it installed on a separate Client Device.
- (d) **Subscription:** A Subscription License to the Program lasts only as long as your subscription fees are current, or until your subscription term ends, or until this Agreement is terminated as described herein. The Program must be installed on a Client Device that is connected to the Internet. The Program may be used by the licensed Named User(s) for the subscription period for which Sage has received your license fee until the specified term or subscription period ends or your license or this Agreement is terminated as described herein. You must be using the most current version of the Program and agree that You will upgrade to the most current version as soon as it is available to You. Depending on the term You selected, Your subscription period is either annual or monthly, with the subscription fees payable each year or each month. You may cancel your subscription with at least seven (7) days' notice prior to your renewal date. Please note that any of the following will cause your Program to revert to "read only" mode: (i) failure to pay your subscription fee; (ii) termination of this Agreement (iii) cancellation or non-renewal of your subscription; or (iv) if you are a Sage Accountants Network ("SAN") member and fail to pay your SAN fees. Full Program functionality will not be restored until your account is brought current, which will require payment of all past due fees plus a reactivation fee.
- (e) **Sage 50 Intelligence Reporting.** A sixty (60) day trial version is available with the Program. The full version is only available for Sage 50 Premium Accounting and Sage 50 Quantum Accounting. Licensing is not concurrent and each license of Sage 50 Intelligence Reporting is tied to a specific user and a specific computer.

3.2. Permissible Uses:

- (a) **Full Retail Version:** If the Program is a full retail version, You may use the Program only for your business or professional use.
- (b) **Not for Resale/Demo Version.** The Not for Resale version of the Program (an "NFR Version") may be licensed and used only by persons that have entered into a valid and subsisting Solution Provider Agreement, Certified Consultant Agreement, or other similar agreement with Sage (each, an "Other Sage Agreement"). If the Program is an NFR Version, You may use the Program only for demonstration, marketing, promotional, end user support, training, or development purposes, and only to the extent permitted or required under the applicable Other Sage Agreement.
- (c) **Student Version:** The Student Version of the Program (a "Student Version") may be licensed only by individuals that meet the applicable student qualifications as set forth on the Program packaging or on the Education Program section of the Sage 50 website located at <http://na.sage.com/us/about-us/education>. If the Program is a Student Version, You may use the Program only for your personal educational purposes and any data entered into a Student Version of the Program cannot be converted to a full working version of the Program. Any company created in the Student Version and any data entered into that company will be accessible for only fourteen (14) months after that company was created.
- (d) **Educational Version.** The Educational Version of the Program (an "Educational Version") may be licensed only by educational institutions that meet the applicable qualifications as set forth on the Program packaging or on the <http://na.sage.com/us/about-us/education> website. If the Program is an Educational Version, You may authorize the licensed number of individual educational users to use the Program only for their personal educational purposes.
- (e) **Trial Version.** If the Program is a Trial Version (a "Trial Version"), You may use the Program only for the purpose of evaluating the Program.
- (f) **Accountant Edition Version.** If You are a SAN member and if the Program is an Accountant Edition version ("Accountant Edition"), You are prohibited from installing the Program on a Client Device that belongs to a third party. You may use it only pursuant to this Agreement and the terms of your Sage Accountants Network membership. A SAN member may use a License belonging to a third party in order to access that party's files as required by their business relationship.

3.3. General Restrictions Applicable to All Licenses and Permissible Uses

- (a) You may use only the Sage 50 Premium Accounting and Sage 50 Quantum Accounting products within a Windows Terminal Server environment subject to requirements contained in the Documentation.
- (b) You may not make copies, translations, or modifications of or to the Program or any portion thereof. You must reproduce all copyright, trademark, trade secret and other proprietary notices on any such copies of the Program. All copies of the Program are subject to the terms and conditions of this Agreement.
- (c) You may not sell, distribute, lease, rent, sublicense, modify, change, alter, assign or transfer the Program or this license, except that: (i) You may transfer the license to a party that purchases all or substantially all of the assets of your business, provided that You notify Sage in writing prior to the distribution of the Program to the purchasing party, and the purchasing party agrees in writing to be bound by the Agreement; or (ii) upon written permission from Sage, You may transfer the license to a party that agrees to be bound by this Agreement.
- (d) You may not reverse-engineer, reverse-translate, disassemble, or decompile the Program, or any portion thereof, or otherwise attempt to discover the source code or structural framework of the Program. You may not create any derivative work based upon the Program by altering, modifying, or translating the code of the Program. You may not obscure or remove any copyright or trademark notice from the Program.
- (e) You may not install more than one (1) Program on any Client Device. Use of software, hardware or services that bypass any Program license restrictions and/or reduce the number of Client Devices, users and/or seats, as may be applicable, accessing or utilizing the Program (e.g., "multiplexing," "pooling," or third party add on software or hardware) expressly does not reduce the number of licenses required (i.e., the required number of licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end").
- (f) You may not use or permit any other person (including without limitation any parent, affiliate or subsidiary organization) to benefit from the use or functionality of the Program, either directly or

via a facility management, timesharing, service bureau or any other arrangement; provided, however, that You may use the Program, as provided herein, to process the data of an affiliate or subsidiary of which You own more than fifty percent (50%); provided, however, You may not exceed the number of datasets specified on the applicable product packaging or accompanying documentation.

(g) You may not install the Program on more Client Devices than you have Licenses and only licensed Named Users may access the Program, except as may be permitted by this Agreement. Sage may verify compliance of license entitlement and restrict use of the Program if it determines that You have violated the terms of this Agreement.

(h) You may not share a license. Each user of the Program must have their own license, including all part-time employees.

3.4. Sage reserves all rights not expressly granted to You in this Agreement.

4. MULTIPLE USER INSTALLATION.

If You have licensed a multi-user version of the Program, the system or IT administrator or other designated person (the "Administrator") has the ability to install the Program on the server and then simultaneously install the Program on the remaining computers with a reduced number of steps. If this installation option is chosen, the Administrator will accept the terms and conditions of this Agreement for each user of the Program. Each user has the ability to review the Agreement by going to the Help About menu in the Program.

5. LIMITED WARRANTY.

5.1. The following limited warranty applies to You only if You are the original licensee of the Program. Sage warrants that the Program substantially conforms to the specifications contained in the Documentation that was included in the original packaging with your Sage 50 accounting software and/or located within the software for a period of sixty (60) days from your purchase or if You have licensed Sage 50 Quantum Accounting, for a period of ninety (90) days from your purchase, as evidenced by your receipt (the "Limited Warranty Period"), provided that the Program is used on the computer operating system for which it was designed. Sage further warrants that the media on which the Program is furnished will be free from defects in material or workmanship for the Limited Warranty Period. Receipt of revisions or upgrades to the Program shall not restart or otherwise affect the warranty period for previously delivered copies. All warranties stated in this Agreement apply only when the Program is used within the United States of America and its territories. Sage does not represent or warrant that your use of the Program will be uninterrupted or error free.

5.2. Provided You notify Sage in writing during the Limited Warranty Period of a substantial non-conformity between the Documentation and the Program, and if Sage is able to replicate and verify that such substantial non-conformity exists, Sage shall replace or correct the Program, at Sage's sole option, so that the Program substantially conforms to the specifications or replace the defective media, as the case may be, or You may return all copies of the Program and Sage shall remit to You the license fee You paid, up to the amount of Sage's suggested list price for the Program. This section 5.2 states your SOLE AND EXCLUSIVE REMEDY for any breach of warranty hereunder.

5.3. No employee, agent or representative of Sage, nor any reseller (including the person or company who sold You the Program) or any other third party, is authorized to make any warranty with respect to the Program, except those expressly stated in sections 5.1 and 5.2 of this Agreement, and You may not rely on any such unauthorized warranty.

6. DISCLAIMER OF WARRANTIES.

6.1. The foregoing warranties and remedies are exclusive. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 OF THIS AGREEMENT, SAGE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM AND ANY SERVICES FURNISHED IN CONNECTION WITH THIS AGREEMENT. SAGE DOES NOT WARRANT THAT THIS SOFTWARE IS FREE OF BUGS, VIRUSES, IMPERFECTIONS, ERRORS, OR OMISSIONS. SAGE SPECIFICALLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (A) OF MERCHANTABILITY; (B) FITNESS FOR A PARTICULAR PURPOSE; (C) OF NON-INFRINGEMENT; OR (D) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IF YOU ARE ACTING AS A CONSUMER, SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING MAY NOT APPLY TO YOU.

6.2. SAGE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE OPERATION OF THE PROGRAM ON OTHER THAN THE COMPUTER AND OPERATING SYSTEM IDENTIFIED IN THE DOCUMENTATION, ACTS OF ABUSE OR MISUSE BY YOU OR MODIFICATIONS OR UNAUTHORIZED REPAIRS. SAGE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTIO OR LOSS OF USE OF THE PROGRAM OR ANY OTHER ITEMS OR SERVICES PROVIDED BY SAGE.

6.3. You acknowledge that any data entry, conversion or storage is subject to the likelihood of human and machine errors, malicious manipulation, omissions, delays, and losses, including, but not limited to, inadvertent loss of data or damage to media that may result in loss or damage to You and/or Your property, and/or Your detrimental reliance on maliciously manipulated data. Sage shall not be liable for any such errors, omissions, delays, or losses. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, adopting procedures to ensure the accuracy of input data, examining and confirming results prior to use, adopting procedures to identify and correct errors and omissions, replacing lost or damaged media, and reconstructing data. If You licensed a Student Version, You acknowledge and understand that: (a) the Student Version may be used for educational purposes only; and (b) that the Student Version shall be operable only for fourteen (14) months. If You licensed a Trial Version, You acknowledge and understand that: (x) the Trial Version may be used for evaluation purposes only; (y) the Trial Version shall be operable only for thirty (30) days; and (z) upon expiration of the Trial Period, any data or other information used with, processed by and/or stored in conjunction with the Trial Version may be converted if You upgrade to the full retail product.

6.4. Any Sage Solution Provider or Certified Consultant or any reseller, installer or consultant is not affiliated with Sage in any capacity other than as a reseller, installer or consultant of Sage's products and has no authority to bind Sage or modify any license or warranty. Sage makes no representations, warranty, endorsement, or guarantee with respect to the skills or qualifications of any Sage Solution Provider or Certified Consultant or any reseller, installer or consultant and You are encouraged to independently investigate their skills and qualifications.

7. DISCLAIMER REGARDING SAGE CONNECTED SERVICES AND SAGE ADD-ON PRODUCTS AND SERVICES.

Optional products and services including, but not limited to, Sage 50 Online Backup, Sage 50 Direct Deposit, Sage Payment Solutions, Sage 50 Intelligence Reporting, Sage Data Cloud Connector, Online Bank Reconciliation, and TAL Pro for Sage 50 (collectively, the "Add-On Products and Services") are available to You through the Program and may require a credit card, a valid email address, approval by a third party, internet access, and/or additional fees, and may also require You to accept a separate license agreement or abide by terms and conditions for use. Under no circumstances shall Sage, or its subsidiaries or affiliates, be responsible or liable in any way for the Add-On Products and Services offered by third-party vendors. Matters relating to credit transactions, such as chargebacks of credit card charges, are the responsibility of the institution that handles your account.

Sage requires that if You use the Add-On Products and Services, You be licensed on a supported version of both the Program and any Add-On Products and Services. If You are not on a supported version, as set forth in the Sage 50 Obsolescence Policy located on the Sage 50 website at <https://support.na.sage.com/selfservice/viewdocument.do?noCount=true&externalId=29445&sliceId=1&cmd=&bbid=MSRecommendation17&isDocLink=true&type=Document&ViewedDocsListHelper=com.kanisa.apps.common.BaseViewedDocsListHelperImpl>, You must license an update to the latest version.

Pre-printed checks and forms are not included with this Program. Pre-printed forms may be ordered from Sage Checks and Forms or purchased from a local supplier.

8. DISCLAIMER REGARDING LINKS TO EXTERNAL SITES.

The Program includes links to other websites on the Internet that are owned and operated by third parties not under the control of Sage. Sage provides the links for your convenience only and does not provide a warranty of any type regarding the actions of such third parties or the security of information sent to such third parties while You are using their websites. Under no circumstances shall Sage, or its subsidiaries or affiliates, be responsible or liable in any way for the availability of services or products offered, or the content located on or through, any such third party's website.

9. DISCLAIMER REGARDING PERSVASIVE DATA COLLECTION.

The database in the Program is provided by Pervasive Software, Inc. ("Pervasive"). As part of their effort to ensure activation of valid software licenses, Pervasive will collect software and system information, including but not limited to, information about your hardware, network, and operating system to uniquely associate the computer with your Pervasive licenses. Data is also collected during uninstalls, product updates, and any license management. No personal identity information is collected.

10. EXPORT RESTRICTIONS.

You shall abide by all domestic and foreign federal, state, and local laws, ordinances, rules, and regulations applicable to the transactions contemplated hereunder. You shall comply with all applicable export control laws, restrictions, and regulations in effect from time to time in the jurisdiction in which You are resident or in which the Program is used, including without limitation and to the extent applicable the United States Export Administration regulations, the International Traffic in Arms regulations and any regulations or licenses administered by the Department of the Treasury's Office of Foreign Assets Control. You represent and warrant that You are not located in, under the control of, a national or resident of, any restricted country or of any designated entity or person.

11. SUPPORT.

11.1. Sage disclaims any responsibility to provide any customer support except as may be agreed under a separate agreement to render support services or in conjunction with a Sage promotional offering or a bundled product offered by Sage. Your Program comes with Sage Business Care, which must be activated prior to use with a valid credit card number within thirty (30) days of Program registration. If You licensed the Program without Sage Business Care, upon registration of the Program, You will receive one (1) free Customer Support call provided the Program is registered within thirty (30) days of your payment of the license fee, as evidenced by your receipt. All other support requires purchase of a support option, as outlined in any special offers that Sage may from time to time send You, or on the Sage 50 website at www.sage50accounting.com. Sage does not provide technical support for trial, educational, or student versions of the Program.

11.2. **Sage Business Care.** Sage Business Care plans include varying levels of access to customer support, access to Sage 50 Intelligence Reporting, and all updates released during the term of your Sage Business Care plan period. You must be on the most current version of the Program in order to have access to the features of your Sage Business Care plan. Customer Support Analysts reserve the right to limit calls to one hour or one incident. Certain Sage Business Care plans may include, in addition to the support outlined above, access to payroll features, functionality, and services.

(a) Unless You have acquired a Subscription License to the Program, all Sage Business Care plans are for a term of twelve (12) months and automatically renew on the anniversary of your activation date (your "Renewal Date"). You will be notified when your Renewal Date is approaching and then on your Renewal Date, the credit card that Sage has on file for You will be billed in the amount of the then-current renewal fee. You may cancel the automatic renewal of your Sage Business Care plan with at least seven (7) days notice prior to your Renewal Date. Should You decide to cancel your plan, You will not have access to any payroll features, forms, or functionality or customer support and You will not receive any updates to the Program without the payment of additional fees.

(b) If You have a Subscription License to the Program, depending on the term You selected, Your Sage Business Care plan will renew annually or monthly with the renewal of Your Subscription License. If You cancel Your Subscription License or if Your Subscription License is cancelled for non-payment, the Program will revert to "read-only" mode and You will no longer have access to any payroll features, forms, or functionality, customer support, updates, or upgrades without the payment of additional fees.

(c) If your Program is being hosted by a third party, your Sage Business Care plan does not provide support for any issues that involve or arise from hosting or the hosting environment. Customer Support reserves the right to determine whether the issue is a result of the hosting and may refer You back to your hosting partner for resolution.

(d) You must be on a current Sage Business Care plan or have a current Subscription License and be on the most current version of the Program in order to receive updates to the Program.

11.3. If your Program is being hosted by a third party, Sage does not provide support to You for any issues that involve or arise from hosting or the hosting environment.

11.4. You must have a valid license for a supported version of the Program in order to be eligible to receive Customer Support. If You are not on a supported version, as set forth in the Sage 50 Obsolescence Policy located on the Sage 50 website at <https://support.na.sage.com/selfservice/viewdocument.do?noCount=true&externalId=29445&sliceId=1&cmd=&bbid=MSRecommendation17&isDocLink=true&type=Document&ViewedDocsListHelper=com.kanisa.apps.common.BaseViewedDocsListHelperImpl>, You must license an update to the latest version.

12. TERMINATION OF SUPPORT AND OTHER SERVICES.

12.1. Software has a limited useful life for various reasons including changes in technology. You are free to decide and responsible for deciding when to update the Program. Sage reserves the right to

terminate Customer Support and all other services (including but not limited to any connectivity to any Add-On Products and Services) applicable to the Program in the event that the Program has become inoperable or incompatible with current operating systems, hardware, Add-On Products and Services or other technologies or as otherwise set forth in the Sage 50 Obsolescence Policy located on the Sage 50 website at <https://support.na.sage.com/selfservice/viewdocument.do?noCount=true&externalId=29445&sliceId=1&cmd=&bbid=MSRecommendation17&isDocLink=true&type=Document&ViewedDocsListHelper=com.kanisa.apps.common.BaseViewedDocsListHelperImpl>.

To obtain up-to-date information regarding which products, releases and related services are currently supported, visit the Sage 50 Obsolescence Policy or contact a customer service representative. If you are not operating a supported release or service, it may be necessary to license an update or replacement product or service in order to continue to receive Customer Support and/or other updates. Any updates licensed by You are considered part of the Program and subject to the terms and conditions of this Agreement, except to the extent a separate license agreement is provided in connection with such update. Any replacement products will be governed by a separate agreement.

12.2. Sage 50 Accountant Edition: Your active SAN membership entitles You to access the current version of the Program, receive Program updates, access payroll features, forms, and tax updates, and customer support at no additional cost. If you cancel or fail to renew Your SAN membership, (a) the Program will operate with reduced functionality and Your access to payroll features and forms will terminate immediately, (b) You may continue to access the Program and Your data, but You will not be able to enter new data; (c) customer support for the Program will be made available only if You pay the then-current customer support fees. SAN membership fees renew automatically on an annual or monthly basis and will be charged to Your designated credit, debit, or EFT account ("Your Account") at Sage's then-current membership rate. Sage will notify You by email thirty (30) days before the renewal date that Your Account will be charged the then-current SAN membership renewal fee. You may cancel Your SAN membership by providing a written cancellation notice to Sage at least seven (7) days before Your SAN membership renewal date.

13. PAYROLL UPDATES.

13.1. All access to any payroll features, functionality, forms, and services requires a Sage Business Care plan with payroll. You must be on the most current version of the Program in order to have access to any Sage Business Care plans with payroll.

13.2. If You have a Subscription License to the Program that includes a payroll solution You will have access to payroll features, functionality, and forms within the Program as well as payroll services for as long as your Subscription License is current.

13.3. Payroll features may only be used by the Named User or the legal entity of the Named User. When processing payroll using the Program, You may only process payroll for up to the number of employees for which You have acquired a license (the "Tier Limit"). The Program will not process payroll for those employees over the Tier Limit that you have acquired. Sage may verify compliance of the Tier Limit and restrict use of the Program if it determines that You have violated the terms of this Agreement.

13.4. The Program does not include sales tax rates.

14. OWNERSHIP RIGHTS.

14.1. The Program is protected by United States, Canadian, and international copyright laws and other intellectual property laws, and international treaty provisions. Sage and its third party licensors, if any, retain all title to and, except as expressly and unambiguously licensed herein, all rights and interest in: (a) the Program, including, but not limited to, all copies, versions, customizations, compilations and derivative works thereof (by whomever produced) and all related Documentation; (b) the Sage trademarks, service marks, trade names, icons and logos; and (c) any and all copyright rights, patent rights, trade secret rights and other intellectual property and proprietary rights throughout the world in the foregoing. You acknowledge that your possession, installation, or use of the Program does not transfer to You any ownership, title, or registrable interest of any kind to the intellectual property in the Program, and that You will not acquire any rights to the Program except as expressly set forth in this Agreement. You agree that all backup, archival, or any other type of copies of the Program will contain the same proprietary notices that appear on and in the Program.

14.2. Should You decide to submit any materials to Sage via electronic mail, through or to Sage website(s), or otherwise, whether as feedback, data, questions, comments, ideas, concepts, techniques, survey responses, suggestions or the like, You agree that such submissions are unrestricted and shall be deemed non-confidential upon submission. You grant to Sage and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, commercialize, display and perform such submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing any attribution or compensation to You or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties, and You agree, represent and warrant that all moral rights in the submissions are waived in favor of Sage and its successors, assigns and licensees.

15. RECOMMENDED ENVIRONMENT.

This Program has been designed to work optimally in the environment documented within the Documentation. Any defects, inconsistencies, or issues arising out of operating outside the parameters set forth therein may not be supported by Sage and may require You to pay additional maintenance/update costs to Sage to rectify.

16. PRODUCT ENHANCEMENT PROGRAM.

If you are a new customer or an upgrading customer who has not previously opted out of participating in our Product Enhancement Program ("PEP") You may automatically be enrolled in PEP when you install this Program. Through PEP Sage collects information on your hardware and how You use our software and its in-product Help and services. This information will help us identify trends and usage patterns to improve the quality of the products and services we offer. Sage will not collect any of your Sage 50 data or any personally identifiable information through PEP. Your participation in this program is voluntarily - you may opt-out of PEP at any time by going to the Services menu in the Program.

If you are a customer who has previously opted out of participating in PEP, then you will continue to be opted out when you install the update to this Program. You may opt-in at any time by going to the Services menu in the Program.

17. HIGH RISK ACTIVITIES.

The Program is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Program could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). Sage expressly disclaims any express or implied warranty of fitness for High Risk Activities.

18. EXCLUSION/LIMITATION OF LIABILITY.

BECAUSE SOFTWARE IS INHERENTLY COMPLEX AND MAY NOT BE FREE FROM ERRORS, YOU ARE ADVISED TO VERIFY THE WORK PRODUCED BY THE PROGRAM. TO THE FULLEST EXTENT PERMITTED BY LAW, SAGE'S LIABILITY TO YOU FOR ANY DAMAGES OR LOSSES ARISING HEREUNDER, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AND NOT EXCEED THE GREATER OF THE AMOUNT OF LICENSE AND SUPPORT FEES PAID BY YOU TO SAGE, OR SAGE'S SUGGESTED LIST PRICE FOR USE OF THE PROGRAM. TO THE FULLEST EXTENT PERMITTED BY LAW, SAGE SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF TIME, LOSS OF ANTICIPATED PROFITS, REVENUE OR DATA, OR COSTS INCURRED IN CONNECTION WITH OBTAINING SUBSTITUTE SOFTWARE, EVEN IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Sage will have no responsibility for the Program if any portion of the Program has been modified, lost, stolen or damaged by accident, abuse or misapplication.

You acknowledge and agree that this Agreement fairly allocates risk between You and Sage as authorized by applicable law, and the pricing of Sage's products reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement.

This Agreement gives You specific legal rights, and You may also have other rights, which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so some or all of those sections of this Agreement may not apply to You.

19. MONITORING/PERSONAL INFORMATION.

The Program may contain technologies that monitor, record, and report to Sage information regarding the installation and use of the Program, including but not limited to information concerning the Client Device with which the Program is associated; the frequency, type, and manner of use to which the Program is put; and the data inputted to or through the Program by You or on your behalf, such as company data, payroll data, check data, and other transaction-identifying information (collectively, the "Transaction Data"). Sage collects and uses the Transaction Data to support, maintain, and improve the Program, and to enforce Sage's rights under this Agreement. To the extent any of the Transaction Data is personal information within the meaning of applicable law, You hereby: (a) consent to Sage's collection, use and disclosure of such Transaction Data for these purposes; and (b) represent and warrant that You have obtained the consent of any individual to whom such Transaction Data relates to Sage's collection, use and disclosure of such Transaction Data for these purposes, or that the consent of any such individuals is not required to be obtained under applicable law.

20. U.S. GOVERNMENT RESTRICTED RIGHTS.

If the Program is to be provided under a U.S. Government contract, the U.S. government's right to use, modify, reproduce, release or disclose the Program is subject to restrictions set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs(c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52-227-19, as applicable. The contractor/manufacturer is Sage Software, Inc., 1715 North Brown Road, Lawrenceville, GA 30043.

21. TERM AND TERMINATION.

21.1. This Agreement shall commence on the date You install the Program and shall continue until the earlier of: (a) the date it is terminated in accordance with the terms herein; or (b) your acceptance of a superseding license agreement.

21.2. This Agreement, and all of Sage's obligations hereunder, automatically terminate if You fail to comply with any provision of this Agreement. Upon the termination or expiration of this Agreement for any reason whatsoever: (a) the license granted hereunder shall immediately cease; and (b) You shall immediately stop using the Program in any way and, within ten (10) days after the effective date of expiration or termination, deliver to Sage, or certify that You have destroyed, all copies of the Program.

21.3. If You have acquired the Program through a Subscription License, this Agreement is effective unless and until You or Sage terminate the Agreement. You may terminate the Agreement with at least seven (7) days' notice prior to Your renewal date. Sage may terminate the Agreement upon non-payment of Your renewal fees or if You fail to comply with any provision of this Agreement. Upon termination of this Agreement by either You or Sage, Your Program will revert to a "read only" mode.

21.4. If the Program is an NFR Version or Educational Version, this Agreement is effective unless and until You or Sage terminates the Agreement in accordance with the provisions of this Agreement or the provisions of your Other Sage Agreements or upon the earlier termination or expiration of your Other Sage Agreements.

21.5. If the Program is a Student Version, this Agreement is effective for a term of fourteen (14) months from the Initial Installation Date, unless sooner terminated by You or Sage in accordance with the provisions of this Agreement.

21.6. If the Program is a Trial Version, this Agreement is effective for a term of thirty (30) days from the Initial Installation Date, unless sooner terminated by You or Sage in accordance with the provisions of this Agreement.

22. MISCELLANEOUS.

22.1. As a user of the Program, You assume the responsibility for the selection of the Program as being appropriate for your purposes. You understand and agree that: (a) You are solely responsible for the content and accuracy of all reports and documents prepared with the Program; (b) using the Program does not relieve You of any professional obligation concerning the preparation and review of such reports and documents; (c) You do not rely upon Sage or the Program for any advice or guidance regarding the appropriate tax treatment of items reflected on such reports or documents; (d) You will review any calculations made by using the Program and satisfy yourself that those calculations are correct; and (e) Sage's support service is designed to offer technical support for issues regarding the features and functionality of this Program in the recommended operating environments only.

22.2. Audit Rights: With or without prior notice Sage may audit Your use of the Program to ensure that You comply with the terms and conditions of this Agreement. If an audit reveals that You have underpaid fees or owe fees to Sage, Sage will invoice You for the underpayment or amount due based on Sage's price list in effect at the time the audit is completed.

- 22.3.** To the fullest extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of this Agreement is English and any translation you have received has been provided solely for your convenience. In the event You have entered into this Agreement by means of the display of a translated version of this Agreement in a language other than U.S. English, you may request a U.S. English language version of this Agreement by notice to Sage. To the fullest extent permitted by law, all correspondence and communication between You and Sage under this Agreement must be in English language. The exclusive judicial forum for any action brought to enforce this Agreement shall be an appropriate federal or state court located in Georgia without regard to the conflict of laws provisions thereof.
- 22.4.** In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall be valid and enforceable according to its terms.
- 22.5.** Sage, the Sage logo, Peachtree, the Peachtree logo, Sage 50 Direct Deposit, Sage 50 Payroll Solutions, Sage 50 Intelligence Reporting,, TAL, are registered trademarks or trademarks of Sage Software, Inc. or its affiliated entities. Microsoft, Microsoft SQL Server, Windows Vista, Windows, and the Windows logo are trademarks or registered trademarks of Microsoft Corporation in the United States and/or other countries. For an up-to-date list of copyright and trademark statements, refer either to the copyright page of the Program User's Guide or the Help About Sage 50 window within the Program. Other product names mentioned may be service marks, trademarks, or registered trademarks of their respective owners and are hereby acknowledged.
- 22.6.** No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same or other rights or remedies preclude any further or other exercise of the same or other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be constructed as a waiver thereof with respect to any other circumstances.
- 22.7. Quebec.** With regard to Quebec, the parties declare that they have required that this Agreement and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.
- 22.8.** Sections 6 (Disclaimer of Warranties), 8 (Disclaimer Regarding Links to External Sites), 14 (Ownership Rights), 18 (Exclusion/Limitation of Liability), 21 (Term & Termination), 22.3 (Governing Law) and this Section 22.8 shall survive the expiration or termination of this Agreement.
- 22.9.** This Agreement constitutes the entire agreement between You and Sage with respect to the subject matter hereof, and supersedes any prior proposal, oral or written, advertising, representation, or other communication between the parties with respect to such subject matter. This Agreement shall not be modified, except by written agreement signed by the parties hereto.
- 22.10.** Sage shall not be liable for and shall be excused from any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control, including but not limited to, work stoppages, shortages, civil disturbances, terrorist actions, transportation problems, interruptions or power or communications, failure or suppliers or subcontractors, natural disasters or other acts of God.
- 22.11.** All notices given hereunder shall be in writing and sent by overnight courier or delivered in person: (a) if to Sage, to Sage Software, Inc., Legal Department, 1715 North Brown Road, Lawrenceville, GA 30043; and (b) if to You, to the address You indicated upon your registration of the Program.
- 22.12.** You authorize Sage to send You information, including but not limited to marketing and promotional material, via facsimile, email, telephone, and other reasonable means.