

## **Thank you for choosing Sage!**

This agreement describes your rights and the conditions upon which you may use the Sage 50 accounting software. You should review the entire agreement and any linked terms because all of the terms are important and together create this agreement that applies to you.

**By accepting this agreement or using the software, you agree to all of these terms and consent to the transmission of certain information during activation and during your use of the software pursuant to the Sage Privacy Policy described in Section 9a. If you are accepting this agreement on behalf of someone else (including a legal entity), you must have the authority to bind them to this agreement. If you do not accept and comply with these terms, you may not use the software.**

**PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 13. IT AFFECTS HOW DISPUTES ARE RESOLVED.**

### **1. Overview.**

- a. Applicability.** This agreement applies to the Sage 50 accounting software, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any updates, upgrades, supplements or services for the software, unless other terms come with them.
- b. Additional terms.**
  - (i) Depending on your purchase of Sage 50 and your device's capabilities, how they are configured, and how you use them, additional Sage and third party terms may apply to your use of certain features, services and applications. Some features of the software provide an access point to or rely on online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the service terms of use and you should read them. The software may include third party programs that Sage, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.
  - (ii) If you purchase Direct Deposit Services in connection with your Sage 50 purchase, the Direct Deposit addendum attached hereto applies to such services.
  - (iii) If you purchase Sage Expense Management Services in connection with your Sage 50 purchase, the Sage Expense Management Services Addendum attached hereto applies to such services.

### **2. Installation and Use Rights.**

- a. License.** The software is licensed, not sold. Under this agreement, we grant you the right to install and run the software on your devices for use by your users, but only if you comply with this agreement. The number of devices you may install the software on and the number of users that are permitted to use the software are determined by the version of the software you acquired (see Section 2b) and the number of users you've paid for (see Section 2c).

In this agreement, "device" means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device. "User" means a person that is listed in the software's maintenance screen. You may replace a user without purchasing additional licenses but you may not share a license.

**b. Versions.** Sage offers different versions of the software. You can use certain versions on a subscription basis, a perpetual license basis, or both. Subscribing to the software gives you access to the most updated version you've chosen for as long as you pay the software's recurring fees; if you don't, then the software and that data you input to the software will revert to "read-only" mode. As used in this agreement, "read-only" mode means a mode where the user can only consult existing records, transactions and reports. Users in "read-only" mode cannot create or modify records, transactions, or generate payroll year-end documents. Purchasing a perpetual license of the software gives you indefinite access to the version you've purchased and the data you input to the software, but software updates require additional fees. Certain of the software's features and functionality are only available by subscribing. Below is a general description of each version. The specific features and functionality of each version are described in more detail in the software's documentation. You can find the documentation by visiting [Sage 50 features](#) or selecting "About" and then "Help" within the software.

- (i) **Direct Purchase from Sage or full retail version (subscription only).** If the software version you acquired is purchased directly from Sage or is a full retail version, you may use it only for your internal business purposes.
- (ii) **Not for resale/demo (perpetual license only).** If you have a valid partner agreement with Sage, you may use the software only for demonstration, marketing, promotional, end user support, training or development purposes and only as permitted by your partner agreement.
- (iii) **Sage for Accountants (subscription only).** If you are a member of the Sage for Accountants program and you have an accountant edition of the software, you may only use the accountant edition of the software as permitted by this agreement. You may not install the accountant edition of the software on any third party device. However, you may use a third party's license to the software to access that third party's files as required by that relationship. To qualify for the Sage for Accountants program, you must either be (i) a certified public accountant, with a valid and active license in the province where you are located, or (ii) primarily engaged as a bookkeeper for businesses located in the United States, encompassing U.S. Territories. Participation in the Sage for Accountants program is conditioned upon you providing us from time to time with such information (including applicable supporting documentation) as is reasonably necessary to enable us to confirm you remain a certified public accountant or bookkeeper.
- (iv) **Educators and instructors (perpetual license only).** If you meet our education qualifications (included on the software's packaging or online at [www.sage.com/en-us/about-us/education-instructor/](http://www.sage.com/en-us/about-us/education-instructor/)), you may use the education version of the software for your personal educational purposes.
- (v) **Student (perpetual license only).** If you meet our student qualifications (included on the software's packaging or online at [www.sage.com/en-us/about-us/education-instructor/](http://www.sage.com/en-us/about-us/education-instructor/)), you may use the student version of the software for your personal educational purposes. Any data you enter in the student version cannot be converted to a full retail version. Any "company" created in the student version and its data will only be accessible for 14 months after that company was created.
- (vi) **Trial (30-day trial).** If we offer a trial version of the software, you may use such trial version only for the purpose of evaluating the software for your internal purposes.

**c. Permitted users and add-ons.**

- (i) **Single user.** If you paid for a single user, the software may only be installed on one device and used by one user. You may order an additional license of the software for back-up purposes or remote use on

another device. If you order an additional license, you may not access the software from more than one device at the same time.

- (ii) **Multi-user.** If you paid for more than one user, the software may be installed on the number of devices equal to the number of users you've paid for or a local area network or server, but the number of devices permitted to access the software must equal the number of users you've paid for. No matter how you install the software, it may only be used by the number of users you've paid for and no user may access the software from more than one device at the same time.

(iii) **Add-ons.**

- **Remote Data Access.** If you pay for Remote Data Access (formerly known as "Sage Drive" and described in Section 5a), you may install the software on an additional device to share your data.

- d. **Activation.** You must register and activate your license within the first 15 days or the software will be disabled.
- e. **Internet Connectivity.** If you subscribe to the software, the software will require periodic internet connectivity to validate that your subscription remains active.
- f. **60-Day Refund Policy.** If you are a first time customer or if this is the initial term of your subscription, you may only receive a full refund if you cancel your license or subscription within 60 days of your payment for the software, as shown by our records (if you purchased the software directly from us) or your receipt (if you purchased the software from an authorized retailer or distributor). You can submit a refund request by contacting a Sage representative and they will assist you with your request.

### 3. Restrictions.

- a. **Generally.** Sage and its licensors reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to and you may not:
  - (i) use or virtualize features of the software separately;
  - (ii) use hardware or software to multiplex or pool connections or to otherwise bypass restrictions on the number of devices or users you have paid for;
  - (iii) publish, copy, rent, lease, or lend the software;
  - (iv) transfer the software (except as permitted by this agreement);
  - (v) obscure or remove any copyright or trademark notice from the software;
  - (vi) work around any technical restrictions or limitations in the software; or
  - (vii) reverse engineer, decompile, or disassemble the software, or attempt to do so, except if the laws where your principal place of business is located permit this even when this agreement does not and in that case, you may do only what your law allows.
- b. **Other restrictions.** The Sage 50 Premium Accounting and Sage 50 Quantum Accounting products may only be used within a Microsoft Windows terminal server environment in compliance with the requirements in the software's documentation.

#### 4. Support.

- a. **Generally.** Sage only provides customer support where (i) you've purchased a subscription to the software or you've otherwise purchased "Sage Business Care" (described below), (ii) we've entered into a separate agreement to do so, or (iii) we've provided you with a written promotional offering for such support. Sage does not provide any support if you host the software with a third party and have any issues that relate to that hosting arrangement.
- b. **Sage Business Care.** By subscribing to the software, you will receive Sage Business Care for as long as your subscription is current. You can also purchase Sage Business Care without subscribing to the software. Either way, this is how Sage Business Care works:
- (i) Sage Business Care runs for 12-month terms and includes varying levels of access to customer support and certain updates released during that 12-month term. **Sage Business Care automatically renews at the end of each 12-month period.**
  - (ii) You must use the most current version of the software to receive all of the benefits of Sage Business Care.
  - (iii) Our customer support analysts may limit calls or chats to one hour or one incident.
  - (iv) If you cancel Sage Business Care or if we have to cancel it for non-payment, you will lose access to any features that require Sage Business Care (including, but not limited to, payroll features, forms, or functionality, payment solutions, Remote Data Access, integrations with Microsoft 365 or Sage Connect, customer or technical support, and software updates). If you subscribe to the software and Sage Business Care is cancelled, then the software will also revert to "read-only" mode.

#### 5. Add-On Products and Services.

- a. **Remote Data Access.** If you have the appropriate Sage Business Care plan, then you may also subscribe to Remote Data Access (formerly known as "Sage Drive"). This add-on product permits you to access and share access to your data over the internet during your Sage Business Care term. Remote Data Access can only be accessed by users on devices with the software installed on it. With this functionality, you may install the software on one additional device over the number of installations you've purchased. You must use a currently supported version of the software in order to use Remote Data Access. If your Sage Business Care is cancelled, you will no longer have access to your data via Remote Data Access.
- (i) You should always maintain back-up copies of your data in this add-on product because we may delete your data if Sage Business Care is cancelled or if you no longer subscribe to Remote Data Access.
  - (ii) We may change the amount of data that you can share, store, or otherwise make available via Remote Data Access. We will give you reasonable advance notice of any changes.
  - (iii) We reserve the right to delete data stored in Remote Data Access that has not been used or accessed in 2 or more years (or such other reasonable period that we inform you of in writing).
- b. **Payroll Updates.**
- (i) **Generally.** In order to have access to any payroll features, forms, and functionality, you must be on the most current version of the software and your license must include a payroll solution, which may be as part of a bundled product, part of your Sage Business Care plan, or as part of your subscription.
    - **Bundled Product.** If you have a perpetual license to the software bundled with a payroll solution, your license will include one (1) year of payroll services and access to all payroll features, forms,

and functionality within the software. At the end of this period you must renew your payroll solution at our then-current rate, otherwise you will lose access to the payroll features, forms, and functionality, and forms within the software and to receive any future payroll updates.

- **Sage Business Care.** If you subscribe to the applicable Sage Business Care plan that includes access to all payroll features, forms, and functionality within the software and payroll services, then you will have access to such offerings for as long as you maintain that Sage Business Care plan.
- **Subscription.** If you otherwise subscribe to the software and that subscription includes a payroll solution, then you will have access to all payroll features, forms, and functionality within the software and payroll services for as long as you maintain that subscription.

(ii) **Restrictions.** With the exception of the accountant edition of the software, the software's payroll features and functionality (including, without limitation, the "Sage Direct Deposit" features) may only be used by you or your legal entity, and cannot be used to process the payroll of any third party. You may only use the payroll solution for up to the number of employees permitted by your software purchase. We may verify that you do not exceed this limit, automatically or by other reasonable means. If you exceed this limit, then we may restrict your use of the software.

c. **Others.** This software may also be used with other add-on products and services, including, but not limited to: payroll services, standalone direct deposit services, bank feeds services offered by Sage or third parties, services offered by Paya, Inc., Sage Data Cloud Connector, Sage Business Cloud Accounting integration, Microsoft 365 integration, Automatic Cloud Backup, Online Bank Reconciliation, and TAL Pro for Sage 50. Each of these may require a credit card, a valid email address, approval by a third party, internet access, a subscription license to the software, a current Sage Business Care plan, a subscription to Microsoft 365 Business Standard, additional fees, or a combination of the foregoing, and may also require your acceptance of a separate agreement to use them. You must use a currently supported version of the software in order have access to any add-on products and services.

(i) **Sage is not responsible in any way for add-on products and services offered by third parties. Your use of these add-on products and services is subject to the terms and conditions required by these third parties. We do not endorse, make any warranty, or make any other promise about any third party add-on products and services, regardless of whether they are described as "authorized", "certified", "recommended" or the like. We have no obligation to make available or provide support for any third party add-on products and services and cannot guarantee the initial or continuing ability of the software to work with any third party add-on products and services.**

(ii) All matters relating to credit transactions, such as chargebacks of credit card charges, are the responsibility of the institution that handles your account.

(iii) If Sage Business Care is cancelled, you may lose access to add-on products and services.

## 6. Limited Warranty.

a. **90-day warranty.** Sage warrants that properly licensed software will perform substantially as described in any Sage materials that accompany the software. This limited warranty only applies to the software and not to any third party add-on products and services. This limited warranty does not cover problems that you cause, or that arise when you fail to follow instructions, or that are caused by events beyond Sage's reasonable control. The limited warranty starts when your first user acquires a copy of the software and lasts for 90 days. Any supplements, updates, or replacement software that you may receive from Sage

during that 90-day period are also covered, but only for the remainder of that period or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.

- b. **Exclusive Remedies.** If Sage breaches its limited warranty, it will, at its election, either: (i) repair or replace the software at no charge, or (ii) accept a return of the software for a refund of the amount paid, if any. **These are your only remedies for breach of this limited warranty.**
- c. **Disclaimer.** Sage gives no other express warranties, guarantees, or conditions. **Sage disclaims all implied warranties and conditions, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow the disclaimer of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies this agreement allows.**

## 7. Indemnification.

- a. **Infringement.** If a third party brings a claim against you alleging the software infringes their intellectual property rights, we will defend you in that claim at our expense, subject to you giving us prompt written notice of the claim and sole control of the defense and settlement of the claim. If there is an adverse final judgment or settlement of that claim, we will pay it for you. We may at any time, at our expense, obtain the right for you to continue to use the software or modify the software so that it is non-infringing. If neither of those options are feasible, then you may terminate this agreement by notifying us and we will refund you any prepaid fees covering the period after you were no longer able to use the software.
- b. **Exclusive Remedy.** **Sage's obligations under this section are your exclusive remedy for any third party claim described in this section.**
- c. **Exceptions.** We will have no responsibility for any claim where the software was modified by anyone other than us or where you used the software in combination with any hardware, operating system, or other software not authorized in our software's documentation.

## 8. Limitation of Liability.

- a. **Except for any repair, replacement, or refund Sage may provide, you may not recover under Sage's limited warranty, under any other part of this agreement, or under any theory, any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages.** The damage exclusions and remedy limitations in this agreement apply even if repair, replacement or a refund does not fully compensate you for any losses, if Sage knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you.
- b. **If your local law allows you to recover damages from Sage even though this agreement does not, you cannot recover more than you paid for the software (or up to \$50 USD in the twelve-month period immediately preceding the event giving rise to the claim (or up to \$50 USD if you acquired the software for no charge).**

## 9. Your Data.

- a. **Privacy.** Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose

not to use them. By accepting this agreement and using the software you agree that Sage may collect, use, and disclose the information as described in the Sage Privacy Notice available at <https://www.sage.com/company/privacy-notice-and-cookies> and as may be described in the user interface associated with the software features. (For example, even though you may opt out of the Product Enhancement Program described below, the software monitors, records and reports to Sage information about the installation and use of the software, including but not limited to information about your devices and the frequency, type and manner of use to which the software is put. You cannot opt out of these features and they cannot be turned off.)

- b. 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”), then you may automatically be enrolled in PEP during installation of the software or applicable upgrade. With PEP, Sage collects information on your hardware and how you use the software and its in-product help and services. This information helps us identify trends and usage patterns to improve the quality of the products and services we offer. Sage will not collect any of your information (including any personally identifiable information) through PEP. Your participation in PEP is voluntarily and you may opt-out at any time by going to the “Services” menu within the application. If you have previously opted out of PEP, then you will continue to be opted out when you install any updates. You may opt-in at any time by going to the “Services” menu within the application.
- c. Processing of Data.** If in providing services to you under this agreement we process customer personal data, the terms of the Data Processing Agreement found at <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/> (or such other URL as notified to you) shall apply and be deemed incorporated into this agreement. We may amend such Data Processing Agreement from time to time at our discretion. In the event of a conflict between these terms and the Data Processing Agreement, the Data Processing Agreement will control.

## **10. Technical Data Collection and Monitoring; Automatic Updates.**

- a. Software Monitoring.** The software monitors, records and reports to Sage information about the installation and use of the software, including but not limited to information about your devices and the frequency, type, and manner of use to which the software is put.
- b. Automatic Updates.** The software uses automatic update technology to provide important updates like fixes, patches, enhanced functions, missing plug-ins, and new versions. While you can disable this technology, we recommend that you keep it enabled. When enabled, this technology will automatically download or install (or prompt you to download or install) an available update.

**11. Term and Termination.** The term of this agreement begins on the date you accept it or install the software, whichever occurs first, and continues until it is terminated or you accept a new agreement.

### **a. Your Termination Rights.**

- (i) Subscription Terminations.** If you subscribe to the software, you may terminate this entire agreement at any time by giving us 30 days’ prior written notice. Once the termination is effective, the software will revert to “read-only” mode and you will lose access to any features that require Sage Business Care.
- (ii) Other Terminations.** If you do not subscribe to the software, you may terminate this entire agreement at any time by notifying us in writing at: Sage Software Inc., 1715 N. Brown Road, Building B, Lawrenceville, Georgia 30043, Attn: Sage 50, Termination Request. You will not receive a refund for your purchase of the software.

**b. Our Termination Rights.**

- (i) **Breach.** If you breach your obligations under this agreement (including by not paying any fees when due), then this agreement will automatically terminate.
- (ii) **Subscription Terminations.** If you subscribe to the software, we may terminate this agreement by notifying you that we are not renewing your subscription at least 30 days prior to the end of your subscription period.
- (iii) **Other Terminations.** If you purchase a perpetual version of the software and you fail to purchase any necessary updates or software upgrades which would allow the software to perform pursuant to Section 6.a, we may terminate this agreement upon 30 days' prior written notice to you. If you do not use a paid version of the software, we may terminate this entire agreement at any time by notifying you in writing at your last address (including e-mail address) that we have on file.

**c. Version-Specific Rights.**

- (i) **Not for resale/demo.** Your right to use a not for resale/demo version of the software terminates when you no longer have a valid partner agreement with Sage.
- (ii) **Sage for Accountants members.** If you are a member of the Sage for Accountants program and you have an accountant edition of the software, your right to use the accountant edition terminates when you no longer qualify for the program and you will have "read-only" access to your data.
- (iii) **Educators and instructors.** Your right to use the educational version of the software terminates when you no longer meet our education qualifications.
- (iv) **Student.** A student's right to use the student version of the software terminates 14 months from the initial installation date.
- (v) **Trial.** If we offer a trial version of the software, your right to use the trial version terminates 30 days from the initial installation date.

- d. Effect of Termination.** Once terminated, all licenses and other rights granted to you will immediately terminate.

**12. Compliance.**

- a. Sanctions.** At all times during the term of this agreement and your use of the software, you confirm that: (i) you will conduct your business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities, including but not limited to the Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom and the European Union; (ii) you are not named on any "denied persons list" (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor are you owned or controlled by a politically exposed person; and (iii) you have and will maintain appropriate procedures and controls in place to ensure and be able to demonstrate your compliance with this Section 12.a. You may not permit your users to use or access the software in violation of any U.S. export law or regulation or in any territory that is subject to government-wide or comprehensive sanctions by the United States, the United Kingdom, or the European Union. Such access and/or use is not permitted by us and shall constitute a material breach of this agreement, and where we are aware of or suspect you (or any of your users) to be accessing, using, permitting or otherwise facilitating such access and/or use in any such country or territory in breach of such laws or regulations, we may immediately suspend your use of the software to the extent that we consider necessary without prior notice, and we shall promptly notify you of such suspension and investigate any potential breach. You will promptly notify



us if you have violated, or if a third party alleges that you have violated, this Section 12.a. If we have grounds to suspect that you are accessing and/or using the software in violation of this Section 12.a, you shall provide us with your full cooperation and assistance in respect of your access and/or use of the software and in respect of your compliance with this Section 12.a. You shall indemnify us and our affiliates against any claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) as a result of your (or your users) breach of this Section 12a. As used in this Section 12a, "Restricted Territories" means any country or territory that is subject to comprehensive or government-wide sanctions by the United States, the United Kingdom, or the European Union.

- b. Anti-Bribery & Anti-Corruption Laws.** In using the software, you must comply with all applicable laws and regulations, including anti-bribery, anti-corruption and anti-tax evasion laws and regulations.
- c. Audit.** We may audit your use of the software at any time to ensure your compliance with this agreement. If an audit shows that you have underpaid fees, then you will pay Sage an amount due based on Sage's price list in effect at the time of the audit.

**13. Binding Arbitration and Class Action Waiver.** We hope we never have a dispute, but if we do, you and Sage agree to try for 60 days to resolve it informally. If we can't, you and Sage agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA")**, , and **not to bring an action in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Both you and Sage agree to bring any dispute in arbitration on an individual basis only. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Sage and its affiliates.

- a. Disputes covered—everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and Sage concerning the software, its price, or this agreement, under any legal theory, including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a letter notifying us of a dispute by U.S. Mail to Sage Software, Inc., Attn: Legal Department, 619 Ponce de Leon Avenue, Suite 400, Atlanta, Georgia 30308. Tell us your name, address, how to contact you, what the problem is, and what you want. We'll do the same if we have a dispute with you. After 60 days, you or Sage may start an arbitration if the dispute is unresolved.
- c. Small claims court option.** Instead of mailing us a dispute notice, and if you meet the requirements of a small claims court located within the United States, you may sue us in small claims court in (i) your county of residence (or if a business, your principal place of business) in the United States or (ii) our principal place of business in Fulton County, Georgia, USA. We hope you'll mail us your dispute notice and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules. For more information, see [www.adr.org](http://www.adr.org) or call 1-800-778-7879. To start an arbitration, submit the forms required by the AAA and mail a copy to Sage. All hearings will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. If you are located in the United States, you may choose where any in-person hearing will take place in either in the county of your principal place of business or in Fulton County, Georgia, which is our principal place of business. If you are not located in the United States, the hearing will take place in Fulton County, Georgia, USA. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

- e. **Arbitration fees and payments.** If you start an arbitration, we won't seek any fees and expenses from you, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration, we will pay all filing and arbitrator's fees and expenses. For any arbitration that we start, we won't seek our attorneys' fees or expenses from you.
- f. **Must file within one year.** Both of us must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 7) within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of this Section 13 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 13 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

#### 14. Sage AI Services.

- a. **Scope.** As used in this Section 14, "**Sage AI Services**" means products or services used by you while using the software or otherwise enabled within the software that relate to our processing of Customer Data using artificial intelligence capabilities, machine learning tools, and other automated ways of using data to enhance the features and functionality of the software. As used in this Section 14, "**Customer Data**" means the data submitted by you, or otherwise on your behalf, into the software.
- b. **Input and Output.** You may enter Customer Data and other information into the Sage AI Services ("Input") and may receive output from certain Sage AI Services based on that information ("Output"). You are solely responsible for the accuracy and quality of all Input. You are solely responsible for your use of Output and evaluating Output for accuracy, including by determining when to utilize human review to confirm Output's accuracy. You acknowledge that Output may not be unique and other customers may receive similar content from the Sage AI Services.
- c. **Data Rights.** Once you elect to use any Sage AI Services, you grant Sage and its subcontractors a worldwide, royalty-free, non-exclusive license to host, copy, transmit, display, and use the Customer Data and Input (i) to provide, administer, and ensure the proper operation of the Sage AI Services and related systems; and (ii) for product research, training, development, and innovation relating to the Sage AI Services that you elect to use. We grant you a limited-term, non-exclusive, non-sublicensable, non-transferable right to access and use Output for your internal business operations.
- d. **Type of Data Processing.** The Sage AI Services and our use of Customer Data and Input pursuant to this Section 14 require processing of Customer Data and Input (including personally identifiable information about individuals) as input into the software. By using the Sage AI Services, you consent to the processing of Customer Data and Input in its original or unredacted form.
- e. **Location of Processing.** The Sage AI Services may require the storing and processing of Customer Data and Input in multiple locations. By using the Sage AI Services, you consent to the storing and processing of Customer Data and Input in the United States, the United Kingdom, or the European Union.
- f. **Customer Indemnity for Sage AI Services.** You will defend us and our Affiliates, officers, directors, employees, and agents (at your expense) in any third-party claim alleging that your collection or use of Input or Output infringes the Intellectual Property Rights of a third party or violates applicable law. If a

settlement is reached or there is an adverse judgment in any such claim, you shall pay the settlement costs or final judgement awarded by a court with respect to such claim.

- 15. Sage & Third Party Marks.** Sage, the Sage logo, and any Sage product and service names are registered trademarks or trademarks of Sage Software, Inc. or its affiliates. Microsoft, Microsoft SQL Server, Windows, and the Windows logo are trademarks or registered trademarks of Microsoft Corporation. For an up-to-date list of copyright and trademark statements, refer either to the copyright page of the software's user guide or the Help – About menu within the software. Other product names mentioned may be service marks, trademarks, or registered trademarks of their respective owners.
- 16. Governing Law.** The laws of the State of Georgia govern this agreement, including all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles.
- 17. Entire Agreement.** This agreement (together with the printed paper license terms or other terms accompanying any software supplements, upgrades, updates, and services that we provide and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, upgrades and services (unless we provide other terms with such supplements, updates, upgrades or services). You can review this agreement after your software is running by going to <https://www.sage.com/en-us/legal/eula/> or selecting “About” and then “Help” within the software. You can also review the terms at any of the links in this agreement after your software is running by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms.

## Addendum for Direct Deposit Services

- a. **Generally.** The direct deposit services that iSolved provides under this addendum consist of iSolved, through an “Originating Bank”, initiating debits to a bank account that you designate and making credits to your employees’ bank accounts based on the payroll information you provide (the “Services”). You shall provide iSolved with an “Authorization to Debit Form” that identifies your financial institution (which must be a participating financial institution in the ACH network) and account number (“Account”) together with a voided check from that Account. For iSolved to set up and perform the Services, you must complete and execute all documentation that iSolved reasonably requires and otherwise comply with this addendum.
- b. **Authorization to Debit.**
- (i) You authorize and direct iSolved to debit your Account up to five (5) business days (unless otherwise agreed to in writing) before each of the dates you designate that direct deposits are to be remitted to your employees (the “Payroll Check Dates”) in such amounts as you instruct iSolved are necessary to pay those individuals who have elected to receive their wages by direct deposit (“Payees”). The credits to each Payee’s account shall be on the applicable Payroll Check Date. You also authorize and direct your financial institution to charge your Account in the amount of each debit and to honor and pay the debit in accordance with its terms. The foregoing authorizations shall be standing authorizations and shall remain in full force and effect until terminated in accordance with this addendum and your agreement with your financial institution, and until iSolved and your financial institution have had a reasonable opportunity to act upon such termination.
  - (ii) If you designate a different financial institution or a different account number at the existing financial institution to serve as your Account, then you shall promptly notify iSolved of such change in writing and furnish a new Authorization to Debit Form to iSolved together with a voided check from such new account. iSolved must receive the new Authorization to Debit Form at least ten (10) days before the effective date of any such change.
  - (iii) Prior to the initiation of the first credit to any Payee, you shall obtain a written authorization signed by such Payee (the “Payee Authorization”) in a form that complies with National Automated Clearing House Association (“NACHA”) rules. This form shall authorize the initiation from time to time of credits to such Payees’ accounts as well as authorize the debiting of such accounts in order to recover any funds erroneously credited to such accounts or if a debit entry to your Account is returned for any reason. You will request that iSolved credit or debit Payees’ accounts for net changes to payrolls that are reprocessed for any reason. You shall retain the original signed Payee Authorization, or duplicates of the original, regardless of the manner in which stored (electronic, photocopied, etc.), during the period such Payee Authorization is in effect and for a period of two years after the termination or revocation of such Payee Authorization, and shall furnish such original or copy to iSolved upon request.
- c. **Available Funds.** You must always have in your Account good, collected funds in an amount sufficient to cover the debits initiated by iSolved no later than the beginning of the day that iSolved will debit your Account. If sufficient funds are not available, then iSolved may require a wire transfer for the amounts due. You will be debited by electronic entry unless: (i) any single payment to cover your direct deposit credits equals or exceeds \$100,000.00 or your credit limit designated by iSolved, whichever is less, or (ii) any initial electronic debit request is returned by your financial institution for any reason, in which case you may, at iSolved’s option, be required to fund such payroll file by wire transfer or other method. If iSolved requires payment via wire transfer or other method, you shall provide iSolved with all information necessary to confirm receipt of the payment, including, but not limited to, financial institution information and confirmation numbers. iSolved may, in its sole discretion, require a security deposit. You hereby waive any right to interest that may accrue on said security deposit or any funds held by iSolved. If iSolved is unable

to confirm receipt of the funds by wire transfer or other method prior to the funding deadline, remittance of wages may be delayed.

- d. **Timely Provision of Information.** You acknowledge and agree that reporting direct deposit information after the time associated with your Payroll Processing Schedule (as defined below) may result in late receipt of direct deposits on or after the Payroll Check Date.
- e. **Investment Earnings.** Any investment earnings (including interest earned) on funds held by iSolved between the date of withdrawal from your Account and the date such funds are paid to the Payees shall be for iSolved's benefit and not for your or any Payee's benefit.
- f. **NACHA / OFAC Compliance.** All electronic transactions made hereunder shall comply with the NACHA rules and this addendum. No entry made hereunder may knowingly or intentionally violate federal, state or local laws, including, without limitation, regulations of the Office of Foreign Assets Control ("OFAC"). You shall ensure that no transactions made hereunder constitute "prohibited transactions" under OFAC regulations.

## 2. Set Up and Credit Terms.

- a. **iSolved's Review Process.** Notwithstanding anything in this addendum to the contrary, iSolved has no obligation to provide any Services to you unless and until iSolved approves your use. You shall provide iSolved with any and all information and documentation (financial or otherwise) that iSolved reasonably requires to conduct its review. iSolved's review process will begin upon its receipt of such information and documentation. You certify that the information it has provided or will provide to iSolved is true, accurate and complete.
- b. **Credit Approval.** You understand that the Services require (and part of iSolved's review process includes) credit approval. You authorize iSolved to make whatever inquiries it deems necessary of others, including but not limited to, requesting your and your principals' consumer reports, bank credit information, business credit reports or other credit reference review. The credit approval process will be dictated by your average net payroll. The credit process may require up to five (5) business days. iSolved will advise you of your processing schedule after credit approval ("Payroll Processing Schedule"). iSolved reserves the right not to provide the Services based on negative information received from consumer reports in compliance with the applicable provisions of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. and its corresponding regulations. You authorize iSolved to utilize credit reports (including those of your principals) from time to time in connection with the extension or continuation of the Services. After credit approval, if you do not process payroll for six (6) months or more, or in iSolved's reasonable judgement, you become a risk, iSolved may deactivate the Services and you acknowledge and agree that you must re-apply for credit and obtain credit approval from iSolved if you desire to re-start the Services.
- c. **Recovery of Funds.** You will cooperate with iSolved to recover funds paid to any employee or any other nonemployee account in error, or in the event a debit entry to your Account is returned for any reason.

## 3. Roles & Responsibilities.

- a. **iSolved as Processor Only.** iSolved's role is that of a processor of direct deposit information that you supply. iSolved is not your agent, and specifically disclaims any fiduciary relationship with you. The Services do not include any tax, financial, employment or legal advice. You should seek such advice from an attorney, certified public accountant or other finance or tax professional.
- b. **Customer's Responsibilities.**

- (i) The accuracy and the integrity of the Services is limited by the nature and timeliness of the information you provide. You are solely responsible for (x) the timely provision of complete and accurate information as is necessary for iSolved to provide the Services; (y) promptly reviewing all communications and records furnished to you by iSolved, including but not limited to, details relating to credits and/or debits, billing and other account information; and (z) the consequences of any instructions you give to iSolved. You shall notify iSolved of any discrepancies between the information contained in the communications or records furnished to you by iSolved and your own records within three (3) business days of receipt. Errors resulting from inaccurate information you supplied or your failure to review all communications and records furnished to you by iSolved, and report to iSolved any errors within the three (3) day period, shall be your sole liability and you agree to indemnify and hold iSolved harmless from any such errors. If the data you submit is incorrect, incomplete or not in proper form, whether due to you or iSolved, then you shall pay iSolved its standard rate then in effect for any additional work performed to correct such data.
- (ii) Notwithstanding anything in this addendum to the contrary, compliance with applicable federal, state or other local laws is your sole responsibility. Without limiting the foregoing, you are solely responsible for complying with any legal obligation to maintain records regarding your business or employees.

- c. Customer's Representations.** You represent and warrant to iSolved that: (i) each credit to the account of a Payee and each debit reversing one or more previous such credits will be requested timely and has been authorized pursuant to a Payee Authorization signed by such Payee and held by you; (ii) at the time any credit is made to the account of any such Payee, you have no actual knowledge of the revocation or termination of such Payee's Authorization; (iii) each debit to the account of a Payee (reversing a prior credit) will be for a sum which is due and owing; (iv) your payment by means of electronic credits complies with all laws applicable to you and Payee with respect to such payments; and (v) you will have good, collected funds available in your Account for the purpose of honoring every debit made by iSolved in connection with the Services.

#### 4. Term and Termination.

- a. Commencement.** If iSolved approves your use of the Services, the Services will commence on the date advised by iSolved and the term of this addendum shall continue in effect unless and until terminated as provided herein.
- b. Termination Events.** Notwithstanding anything in this addendum to the contrary, this addendum may be immediately terminated at iSolved's option and without prior notice, and iSolved will have no further obligation to provide any Services to you, if any one of the following occurs (a "Termination Event"): (i) any debit to your Account for funding is dishonored or otherwise returned to iSolved or the Originating Bank for any reason, or you default in the payment of any sum of money owed to iSolved; (ii) any representation you make is incorrect in any material respect; (iii) you default under this addendum; (iv) your funds are, at any time, insufficient to cover the net payroll and/or related taxes for your Payees, (v) (a) you cease operations, (b) a receiver, custodian, trustee or liquidator becomes responsible in any manner for you or any of your assets, (c) you are unable to pay your debts as they become due, (d) you make any assignment for the benefit of creditors, (e) you become a bankrupt party under the United States bankruptcy code or either involuntarily or voluntarily becomes the subject of any other law relating to bankruptcy, insolvency, reorganization, dissolution, liquidation, winding-up, or composition or adjustment of debts; (vi) the Originating Bank notifies iSolved that it is no longer willing to originate debits and credits for you for any reason whatsoever (including without limitation, the return of a debit entry or insufficient or uncollected funds); (vii) the Payee Authorization is terminated (unless replaced by another Payee Authorization); or (viii) iSolved's agreement with the Originating Bank is terminated.



- c. **Termination for Convenience.** Subject to the last sentence of Section 1(b)(i) above, either party may terminate this addendum without cause with written notice to the other party.
- d. **Effect of Termination.** The following sections will survive termination of this addendum: this Section 4d (Effect of Termination), Section 6 (Limitation of Liability), Section 7 (Indemnification), Section 9 (Miscellaneous), and any other provision when reasonably read as intended to survive termination.

## 5. Disclaimer of Warranties.

- a. **Provision.** iSolved shall use due care in providing the Services. However, iSolved shall have no responsibility for correcting errors which are due to your negligence or incompleteness or inaccuracy of information provided by you or your employees or agents.
- b. **No Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND ISOLVED DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE.

## 6. Limitation of Liability.

- a. **Generally.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ISOLVED SHALL NOT HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. SUBJECT TO SECTION 6B, ISOLVED'S AGGREGATE LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE VALUE OF THE FEES FOR THE SERVICES PAID OR PAYABLE IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, IF SUCH CLAIM ARISES DURING THE FIRST 12-MONTH PERIOD OF THIS AGREEMENT, DURING SUCH PERIOD.
- b. **Exception.** iSolved's sole liability under this addendum for the fraudulent or dishonest acts or omissions of iSolved's officers, employees or agents shall be limited to restoring any lost or misdirected funds (if any) to you or the applicable Payee (as reasonably determined by you) caused solely and directly by such fraudulent or dishonest acts or omissions.
- c. **Clarifications.** iSolved shall have no liability for any failure to provide the Services due to causes or conditions beyond its control. You recognize that Internet service provider interruptions that prevent you from entering and/or transmitting direct deposit information are beyond iSolved's control and agree that iSolved shall not be liable for any resulting damages or losses resulting from such interruptions. iSolved also shall not be liable for any fraudulent or dishonest acts or omissions of your officers, employees or agents, whether involving your use of the Services or otherwise.
- d. **Application.** The exclusions and limitations above apply to all causes of action, whether arising from breach of contract, tort, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if you had advised iSolved of the possibility of such loss. The allocation of risk in this addendum is reflected in the level of fees payable hereunder.

- 7. **Indemnification.** You shall indemnify and hold iSolved harmless from all losses, damages and expenses (including reasonable attorneys' fees) in any claim that arises out of or results from (i) your furnishing of incomplete or inaccurate information to iSolved; (ii) a Termination Event; or (iii) your breach of any NACHA rules.

## 8. Fees; Payment.

- a. **Electronic Debit.** You shall pay the applicable Services fees to iSolved via electronic debit (e.g., automatic billing). iSolved may increase any prices and/or fees at any time upon fifteen (15) days' written notice.
- b. **Wire Transfer and Other Fees.** Wire transfer fees will be charged in accordance with reasonable and prevailing fees. All wire transfer fees are in addition to, not in lieu of, any other fees payable to iSolved under this addendum. Further, all financial institution fees charged by your financial institution shall be your sole responsibility. You shall pay for any financial institution service charges iSolved may incur due to a debit withdrawal request returned to iSolved as being dishonored.
- c. **Dishonored Items.** You shall pay iSolved a service fee for any debit withdrawal request that is returned to iSolved as being dishonored. The fee shall be charged at the current Non-Sufficient Funds Rates as published on the iSolved fee schedule. Notwithstanding Section 8a, this schedule may be reviewed and adjusted at any time in iSolved's sole discretion.
- d. **Failure to Pay.** If you fail to pay any amount due under this addendum, whether by acceleration or otherwise, upon demand by iSolved, you shall pay interest at the rate of 1.5% per month (but not to exceed the maximum allowed by law) on such delinquent amount from the due date thereof until the date of payment.
- e. **Refunds.** No refund or adjustment will be processed by iSolved until verification is available that good, collected and final funds from you are on deposit in iSolved's account. If you do not honor a debit from iSolved correcting a previous credit entry, then you will refund to iSolved the amount of such credit entry if iSolved already refunded such amount, or iSolved may offset the amount against other funds in iSolved's possession.

## 9. Miscellaneous.

- a. **Assignment.** You shall not assign this addendum without iSolved's prior written consent, which will not be unreasonably withheld. Any attempt by you to assign any of your rights, duties or obligations that arise under this addendum without such consent shall be void. iSolved may assign this addendum or any of its rights, duties or obligations that arise under this addendum.
- b. **Entire Agreement.** This addendum constitutes the entire agreement between you and iSolved regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations and discussions between the parties regarding the subject matter herein. You acknowledge that in entering into this addendum you have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this addendum.
- c. **Amendments.** iSolved reserves the right to amend any of the Services and this addendum, any of which amendments shall become effective upon fifteen (15) days' written notice. Except as otherwise provided herein, this addendum shall not be modified in any way except in writing, signed by duly authorized representatives of you and iSolved.
- d. **Severability.** If any provision of this addendum (or any portion thereof) is held to be invalid, illegal or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the original provision, with all other provisions in this addendum remaining in full force and effect.
- e. **No Waiver.** iSolved's failure to insist upon strict performance of any provision of this addendum shall in no way constitute a waiver of any of iSolved's rights, nor shall such failure be considered a waiver by iSolved of any other provision or subsequent default by you in the performance of or in compliance with this addendum.



- f. Governing Law; Dispute Resolution.** The validity, construction and application of the addendum will be governed by the internal laws of the State of North Carolina, excluding its conflict of laws provisions. Except as provided in the last sentence of this Section 9f, any controversy, claim or action arising out of or relating to this addendum, including the determination of the scope or applicability of this agreement to arbitrate, will be settled by binding arbitration in Charlotte, North Carolina before one arbitrator. The arbitration shall be administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award may be entered in any court having jurisdiction. iSolved may, in its sole discretion, commence an action in any court of competent jurisdiction within the State of North Carolina for any monies due and owing from you to iSolved.
- g. Time for Customer to Bring Claims.** ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, THAT YOU MAY RAISE HEREUNDER MUST BE BROUGHT BY YOU NO MORE THAN ONE (1) YEAR AFTER IT AROSE, OTHERWISE THE CLAIM OR CAUSE OF ACTION SHALL BE BARRED.
- h. Attorneys' Fees & Costs.** If iSolved is required to arbitrate or take any legal action to enforce the terms of this addendum and is successful in such arbitration or legal action, you shall pay all costs, attorneys' fees and interest reasonably incurred by iSolved as a result of the necessity of such arbitration or action (including those incurred on appeal).



## Sage Expense Management Services Addendum

This Sage Expense Management Services Addendum (this “**Addendum**”) supplements your Agreement with us for your use of the Services (the “**Main Agreement**”) and applies to you when you elect to purchase any Sage Expense Management Services (the “**Expense Management Services**”), provided by Fyle, Inc. a Sage Affiliate (“**Fyle**”).

By accessing or using the Service(s) including the Fyle email plugins, or Fyle chrome extension or any other web application(s) or application or plugins that links to these Terms provided by Fyle (hereafter referred as “**We**”, “**Us**” or “**Our**”) or clicking on a button or taking similar action to signify your acceptance of these Supplemental Terms and Conditions of Use (hereafter referred as the “**Supplemental Terms**”), or completing the Fyle account registration process, you hereby represent that:

(i) You have read and understood and agree to be bound by these Terms and any future amendments and additions to these Terms as published from time to time on our Websites.

(ii) You are 18 years of age.

(iii) You have the authority to enter into the Supplemental Terms personally and, if applicable, on behalf of any company, organization, or other legal entity you have named as the user and to bind that company, organization, or entity to the Terms.

**PLEASE READ THESE SUPPLEMENTAL TERMS CAREFULLY. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF USE MENTIONED BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE SUPPLEMENTAL TERMS, YOU MAY NOT ACCESS OR USE THE EXPENSE MANAGEMENT SERVICES.**

### 1. Definitions

As used herein, the following terms have the meanings set forth below. Other capitalized terms used but not defined below have the meaning set forth in the Main Agreement.

“**Account**” means any accounts or instances created by or on behalf of Customer for access and use of the Expense Management Service(s).

“**Payment Card Network**” means the payment card network indicated on Your corporate card with which Our Service(s) are integrated, including Visa, Mastercard, and American Express.

“**Personal Data**” has the meaning given to it in the Data Processing Agreement.

“**Prohibited Jurisdiction**” means any jurisdiction in which the provision of the Expense Management Services, Software or other components is prohibited under U.S. or other applicable laws or regulations.

“**Software**” means software provided by Fyle (either by download or access through the internet) that allows the Customer to use any functionality in connection with the Service(s).

**“Transaction Data”** means financial information and information relating to transactions, such as card numbers, related to Your corporate card, location ID, purchase amount authorized, cleared and settled, merchant name, merchant location, and date and time of authorization and settlement of the transaction, that We receive from Payment Card Networks when You connect Your corporate credit card program with Our Service(s) or from Your personal card, that We receive from other service providers when You participate in the Personal Card Program.

## **2. Expense Management Services and Requirements**

2.1. Access. Subject to the terms and conditions of the Main Agreement, this Addendum, and any applicable Third-Party Terms, and your compliance with these Supplemental Terms, we grant you a limited-term, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted in the Main Agreement) right to (i) access and use the Expense Management Services specified in your Order(s) solely for your internal business purposes and (ii) download, install and use mobile/desktop applications and plug- ins to access and use the Expense Management Services.

2.2. Your Obligations. Your access to and use of the Expense Management Services is restricted to the specified number of individual Users as part of your Subscription Plan or as specified in the relevant Order Form. Each User shall be identified using unique login information which may include usernames and passwords or SSO (“**User Login**”) and such User Login shall be used only by one named user, to whom the expenses relate to. Using one User Login to manage expenses of a named user other than the named user to whom the User Login belongs shall be construed as a violation of this Section. You maintain all responsibility for determining whether the Expense Management Service(s) or the information generated thereby is accurate or sufficient for Your purposes.

2.3. Intended Use.

2.3.1. In addition to the terms of the Main Agreement, You agree not to (i) store or transmit Customer Data in violation of applicable laws and regulations, including but not limited to violation of any person’s privacy right or (ii) use the Sage Expense Management Service for the purposes of cookie tracking, ad exchanges, ad networks or data brokerages.

2.3.2. If Fyle informs You that a specified activity or purpose is prohibited with respect to the Expense Management Service, You will ensure that it immediately ceases use of the Service(s) for such prohibited activity or purpose and shall comply with Fyle’s instructions in this regard.

2.3.3. You are responsible for obtaining the data network or internet access necessary to use the Services. Your mobile network’s data and messaging rates and fees may apply if You access or use the Services from a wireless-enabled device and You shall be responsible for such rates and fees.

2.3.4. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

2.3.5. You are responsible for providing notices and obtaining necessary authorizations from Users and End-Users whose Personal Data is transmitted as a part of the Customer Data.

2.4. Content Rights/Data Rights. User data will belong to You even after the User is no longer part of your organization. You are responsible for the data You submit by using the Expense Management Service and assume all risks associated with it, including anyone else’s reliance on its accuracy, or claims relating to intellectual property or other legal rights. By posting, You represent and warrant to Us that You own or have the necessary rights to post data on our services, and that doing so does not conflict with any other licenses You have granted.

2.5. Use of Services. Fyle will provide technical support and other support services to You. You may request support by raising a support case within Salesforce. . If requested, You shall provide Fyle and its personnel with necessary access to Your Account including the ability to access the Account as those of Your employees and their IT Administrator, for such time as required for resolving the problems faced by You with respect to the Service(s). You agree that Fyle shall not have an obligation to provide support for the following: (a) restoration of any data that has been lost due to Your failure in maintaining backup copies, (b) the issue is due to (i) a failure on Your part to use the Service(s) in accordance with the technical documentation provided by Fyle, including any minimum Service(s) requirements; (ii) any accident or disaster affecting Your network or systems; (iii) modifications or alteration made by You without Fyle's approval and (c) Your Failure to install updates or improved versions of the whole or part of the Service(s) provided by Fyle; (d) where the Services or its domains are not whitelisted by You or Your ISP.

### **3. Text Messaging and Promotional Codes.**

3.1. By creating an Account, You agree that we may send you text messages via SMS, WhatsApp or other mediums or email communications as part of the normal business operation of Your use of the services. You may opt-out of receiving such communication by writing to us at support@fylehq.com subject to policies setup and defined by Your Account administrator or User. You acknowledge that You may be charged any text messaging charges by Your mobile network service provider.

3.2. Fyle may, in its sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the services and/or a third-party provider's services, subject to any additional terms that Fyle establishes on a per promotional code basis ("Promo Codes"). Please refer to Our supplemental terms from time to time.

4. **Limitation of Liability.** For the purposes of the Expense Management Services, the following Limitation of Liability applies in lieu of Section 11 of the Agreement:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, INCLUDING PAYMENT CARD NETWORKS BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SALES, LOST GOODWILL, LOSS OF USE OR LOST CONTENT, IMPACT ON BUSINESS, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, BREACH OF STATUTORY DUTY, NEGLIGENCE OR OTHERWISE, EXCEPT PAYMENT OBLIGATIONS OF THE CUSTOMER EVEN IF EITHER PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES. EXCEPT WITH RESPECT TO CUSTOMER'S PAYMENT OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, RELATING TO THE SERVICE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE LOWER OF (A) TWELVE MONTHS OF THE SUBSCRIPTION CHARGES FOR THE SERVICE(S) TO WHICH THE CLAIM RELATES; OR (B) THE SUBSCRIPTION CHARGES PAID BY CUSTOMER, FOR THE SERVICE(S) TO WHICH THE CLAIM RELATES PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

### **5. Indemnification.**

5.1. Section 10.1 of the Main Agreement does not apply to the Expense Management Services.

5.2. In addition to your obligations under Section 10.2 (Indemnification by You) of the Main Agreement and subject to section 10.3 (Indemnification Procedure) of the Main Agreement, you will indemnify and hold us and our Affiliates, officers, directors, employees, and agents harmless from and against any and all Damages to the extent arising from your breach of Section 2.3 of this Addendum.

## **6. Confidentiality, Data Privacy and Security.**

6.1. If You choose, or You are provided with, a user identification code, login, password or any other piece of information as part of Fyle's security procedures, You must treat such information as confidential. You must not disclose it to any third party. Fyle has the right to disable any user identification code or password, whether chosen by You or allocated by Fyle, at any time, if in Fyle's reasonable opinion, You have failed to comply with any of the provisions of these Terms. Fyle will not be responsible for any activities, including any attempted or actual access or loss of data occurring under Your Account as a result of Your non-compliance of its obligations under this provision.

6.2. You provide log-in credentials to Your Accounts at Your own risk.

6.3. When You authorize Fyle's connection with Your card programs, You agree that the data sources that maintain Your Accounts and any third parties that interact with Your log-in credentials or Account data in connection with the Expense Management Services are not liable for any loss, theft, compromise, or misuse whatsoever in connection with the Expense Management Services (including negligence), except to the extent such liability cannot be limited under applicable law.

6.4. When You authorize Fyle's connection with Your card programs, You acknowledge that the data sources make no warranties of any kind related to the data provided by the Expense Management Services—whether express, implied, statutory, or otherwise. Except for PDFs of official account documents We retrieve on Your behalf and provide to You without alteration, no data provided by the Expense Management Services is an official record of any of Your accounts.

7. **Suspension by Fyle.** In addition to any remedies available to it in the Main Agreement, Fyle may suspend Your access to and use of Your Account or the Expense Management Services if You are in violation of these Supplemental Terms.

8. **Export Compliance and Use Restrictions; Federal Government End Use Provisions.** In addition the representations and warranties in Section 12.1 of the Main Agreement, Customer represents, warrants and covenants that (i) it is not a national of, or a company registered in, any Prohibited Jurisdiction, and (ii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which Customer and Customer's Users are located.

## **9. Disclaimer of Warranties**

IN ADDITION TO THE DISCLAIMER OF WARRANTIES SET FORTH IN SECTION 9.4 (DISCLAIMER OF ALL OTHER WARRANTIES) OF THE MAIN AGREEMENT, WE DO NOT WARRANT THAT THE EXPENSE MANAGEMENT SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS OR THAT EXPENSE RECONCILIATION WILL BE ACCURATE OR RELIABLE.

## **10. General Terms**

In the event of an express conflict between this Addendum and the Main Agreement, the terms of this Addendum prevail. Any agreement between the parties concerning the Health Insurance Portability and Accountability Act (HIPAA) does not apply to the Expense Management Services.

11. **Feature-Specific Terms.** The Feature-Specific described on **Exhibit A** hereto are specific to one or more geographies where Fyle provides Expense Management Services or specific to certain features of the Expense Management Services.

## Exhibit A

### Feature-Specific Terms

For avoidance of doubt, in the event of a conflict or inconsistency between the rest of the Supplemental Terms and these Feature-Specific Terms, these Feature-Specific Terms shall prevail.

#### 12. Dwolla

##### 12.1. FOR CUSTOMERS DOMICILED IN THE U.S:

12.1.1. For Admins and Orgs (Verified Customers): In order to use the payment functionality of Dwolla's application, You must open a "Dwolla Platform" account provided by Dwolla, Inc. and You must accept the Dwolla Terms of Service and Privacy Policy. Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service. You authorize Dwolla to collect and share with Dwolla Your Personal Data including full name, date of birth, social security number, physical address, email address and financial information, and You are responsible for the accuracy and completeness of that data. You understand that You will access and manage Your Dwolla account through Dwolla application, and Dwolla account notifications will be sent by Dwolla, not Fyle. 'Fyle Inc.' will use commercially reasonable efforts to provide customer support for Your Dwolla account activity, and can be reached by raising a support case within Salesforce.

12.1.2. For Employees (Receive Only Customers): You expressly authorize Dwolla, Inc. to originate credit transfers to Your financial institution account. You authorize Dwolla to collect and share with Dwolla Your Personal Data including full name, email address and financial information, and You are responsible for the accuracy and completeness of that data. Dwolla's Privacy Policy is available [here](#).

12.1.3. Indemnification by You: You are responsible for all reversed or failed transactions, fees, claims, fines, penalties, and other liabilities incurred by Us, Dwolla, Dwolla's financial institution partners, or other Dwolla customers arising from Your use of Your Dwolla account or any breach of Dwolla's Terms of Service. Without limiting the foregoing, You agree to indemnify Us, Dwolla, and Dwolla's financial institution partners for any liability relating to a transaction that: (i) is reversed in accordance with Dwolla or its financial institution partners' risk management policies; (ii) is reversed in accordance with applicable laws, including without limitation, by ACH return (as that term is defined under the Nacha Rules), (iii) fails due to Your error; (iv) fails due to the provision of inaccurate information; (v) fails due to You having insufficient funds; or (vi) is canceled or rejected by You or the recipient or sender, or Your or their bank or credit union (each, a "**Reversal**").

12.1.4. Actions Against You in Case of Reversal: In the event of a Reversal, You authorize Fyle to charge You a penalty of \$25 (Twenty five United States Dollars) per Reversal. Further, Fyle may, on Dwolla's instructions: (a) Suspend Your access to Your Dwolla Account or the Dwolla-Enabled Services (as the terms may be defined in the Dwolla Terms of Service); (b) Suspend Your access to Your funds held in a Dwolla Balance (as defined in the Dwolla Terms of Service) for up to ninety (90) days; (c) Close Your Dwolla Account; (d) Contact Your bank or credit union, contacting law enforcement or other third parties impacted by Your activities; and (e) Take legal action against You.

#### 13. Card Programs

13.1. Personal Card Program: As part of the Expense Management Services, Your Users may elect to connect their personal cards with the Expense Management Services for the purpose of importing expenses and simplifying the reimbursement process. By participating in the Personal Card Program, You agree that Our

service providers may monitor transactions on Your User's personal card at participating merchants to and share Transaction Data with Us as described in Our Privacy Policy.

13.2. **Removal of Personal Card:** Your Users may remove their personal card from the Expense Management Services at any time by: (a) Deletion of the personal card by the User from the Expense Management Services; or (b) Raising a support ticket with Us to deactivate card integration; or (c) Terminating these Supplemental Terms. When Your Users remove a personal card, We will no longer receive future Transaction Data associated with Your Users' personal card.

13.3. **Corporate Card Program:** You may choose to connect Your corporate credit card program with the Expense Management Services by using any of the available methods mentioned below. By doing so, You agree that transactions made after connecting Your corporate cards may be monitored by Your Payment Card Network and the Transaction Data would be shared with Us, as described in Our Privacy Policy and solely for the purpose of providing the Service(s) to You. The following are the ways in which You may integrate Your corporate cards with the Expense Management Services: (a) Direct bank integration (b) By uploading Your Users' statements to the Service(s) (c) By connecting Your corporate cards to the Service(s) via Payment Card Networks.

13.4. **Removal of Corporate Card:** You may remove Your corporate card from the Service(s) at any time by: (a) Unenrolling of the corporate cards if the corporate credit card program is based on direct card enrollment; or (b) Cancelling the authorization with Your bank representative; or (c) Terminating these Terms; or (d) Raising a support ticket with Us to deactivate card integration. When You remove a corporate card, We will no longer receive future Transaction Data associated with Your corporate card.

13.5. **Qualifying Transactions:** When You connect your corporate credit card program with the Expense Management Services, the Expense Management Services is limited to corporate card transactions processed through Payment Card Networks and payment card processors with which We are integrated. If a corporate card transaction is processed outside one of such Payment Card Networks or payment card processors, We will not receive the Transaction Data and We will not be able to provide the Expense Management Services with respect to such transaction. When You use Visa as Your Payment Card Network, the following will not be eligible for use with the Service(s): (a) non-eligible cards including, without limitation, corporate and purchasing cards, Health Savings Account (HSA) cards, Flexible Spending Account (FSA) cards, government-administered prepaid cards (including EBT cards), insurance prepaid cards and Visa Buxx. (b) Non-eligible merchant locations or transactions including PIN-based purchases, payments made through third-party digital wallets or payment apps other than Apple Pay® and other transactions not processed through Visa's own system. Do not use a Personal Identification Number (PIN) when paying for Your transactions if You want the transaction to qualify for use of the Expense Management Services.

13.6. **Cessation of Monitoring of Transaction Data:** Monitoring and sharing of Transaction Data by Payment Card Networks will cease where, (i) You do not access and/or use the card program in any manner for a period of twelve (12) calendar months, (ii) upon revocation of consent to monitoring and sharing of Transaction Data in accordance with the Privacy Policy, or (iii) You become no longer eligible to participate in the card program.

13.7. **DISCLAIMER OF LIABILITY:** NEITHER US NOR THE PAYMENT CARD NETWORK SHALL HAVE ANY LIABILITY IN CONNECTION WITH YOUR USE OF YOUR CORPORATE CREDIT CARD PROGRAM WITH THE EXPENSE MANAGEMENT SERVICES OR THE EXERCISE OF ANY RIGHTS GRANTED THEREIN, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.8. **Indemnification:** You will indemnify and hold Fyle and/or Payment Card Networks harmless against any claim brought by a third party against Fyle and/or Payment Card Networks, and their respective employees, officers, directors and agents arising from Your acts or omissions in connection with Section 2.3 of the Supplemental Terms provided that (a) They promptly notify You of the threat or notice of such a claim, (b) You



have or will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such claim; and (c) They fully cooperates with You in connection therewith. .

13.9. When You authorize Fyle's connection with Your card programs, the Expense Management Services will be connected by Envestnet | Yodlee, who will act as Our service provider for collection, use, storage, and handling of Your account information, account access information, and registration information, and will collect Your Personal Data for providing these services. When You request data from a source connected to the Expense Management Services, Yodlee collects that data and provides it to Us. Yodlee acts on Our behalf in this process, which means We share Your data with Yodlee as one of Our service providers. For more information on how Yodlee collects, uses, stores, and handles Your data, please see Envestnet | Yodlee's Commitment to its Clients and their Users ([www.yodlee.com/clients-consumers](http://www.yodlee.com/clients-consumers)). If there is any inconsistency between Yodlee's Commitment and these Feature-Specific Terms regarding Yodlee's activities, then Yodlee's Commitment shall prevail.

#### **14. Commute Deductions Feature**

14.1. The 'Commute Deductions' feature enables the User to automate the calculation and deduction of commute distances from mileage expenses. You acknowledge that for the provision of this feature, Users' home and work location address (referred together as "Commute Data") will be collected and processed as a part of the Customer Data. Users will have an option to opt out from utilizing this feature anytime by writing to the Customer and if they do so it shall not affect the provision of any features or the Expense Management Services. Notwithstanding anything in the Main Agreement to the contrary, Commute Data will be deleted or destroyed within fifteen (15) days from the date of Fyle becoming aware of such opt-out request.