

## Terms of Service

These terms govern the use of the Services and are an agreement between you and the Sage company identified below.

### 1. Definitions

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

**"Agreement"** means these terms, your Order(s), any Statement(s) of Work between you and us, and any attachments, exhibits, and annexes hereto or to an Order or a Statement of Work.

**"Customer Data"** means the data submitted by Users, or otherwise on your behalf, into the Services.

**"Documentation"** means the online or written user guides, specifications, and manuals regarding the Services made available by Sage, and any updates thereto.

**"Effective Date"** (i) of this Agreement means the date when the first Order is signed by both you and us, and (ii) of an Order means when the Order is signed by both you and us.

**"Force Majeure"** means an act of God (e.g., a natural disaster, accident, or epidemic) or another event outside of reasonable control of the party seeking excuse of performance (e.g., acts of war, terrorism, government authority, or by another third party outside the party's control).

**"Intellectual Property Rights"** means rights recognized by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), mask work rights, trade secret rights, trademarks, service marks, know-how, and domain name rights.

**"Sage"** means The Sage Group plc or an Affiliate thereof.

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

**"Services"** means the Sage 50 software application made available online by Sage, including any associated offline or mobile components, but excluding Third-Party Services. The Services include any modifications, enhancements, updates, revisions, and derivative works thereof.

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

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

**"we", "us" or "our"** means Sage Software, Inc.

**"you" or "your"** means the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then: (i) the signatory represents that he/she has the authority to bind such entity to the terms of this Agreement; (ii) **"you"** and **"your"** refers to such entity; and (iii) you may be referred to as **"Company"** in Orders.

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

### 2. Usage Rights

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

**2.2. User Subscriptions.** Services are purchased as time-based subscriptions. Each User must have a valid subscription for the Services. We reserve the right to monitor your use of the Services to effect this Agreement and/or verify compliance with any subscription limits and this Agreement.

**2.3. Versions.** We offer different versions of the Services. The specific features and functionality of each version are described in more detail in the Documentation. We will update your version of the Services to the latest release as and when we make such updates to our customers generally.

**2.4. Your Responsibilities.** You are responsible for: (i) the confidentiality of User access credentials that are in your possession or control; (ii) setting up appropriate internal roles, permissions, policies, and procedures for the safe and secure use of the Services; (iii) the activity of your Users in the Services; and (iv) your Users' compliance with this Agreement and the Documentation. You must notify us promptly if you become aware, or reasonably suspect, that your account's security has been compromised.

**2.5. Restrictions.** Except as expressly authorized by us prior to each instance, you shall not: (i) provide the Services to any third party other than your Users, use the Services as a service bureau, or otherwise violate or circumvent any use limitations or restrictions set forth in the Services or the Documentation; (ii) derive the source code or use tools to observe the internal operation of, or scan, probe, or penetrate, the Services; (iii) copy, modify, or make derivative works of the Services; (iv) remove any proprietary markings or notices from any materials provided to you by us; (v) frame or mirror the Services or any part thereof; or (vi) use the Services: (a) to send spam, duplicative, or unsolicited messages in violation of applicable laws or regulations; (b) to send or store material that violates the rights of a third party; (c) to send or store material containing viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; or (d) for any other illegal or unlawful purpose. You may not knowingly facilitate or aid a third party in any of the foregoing activities.

### 3. Availability and Support

**3.1. Availability.** We will use commercially reasonable efforts to maintain availability of the Services 24 hours a day, 7 days per week, subject to planned maintenance, Force Majeure events, and the terms of this Agreement. We will endeavor to schedule planned maintenance affecting the availability of the Services at

non-peak times, and you will receive reasonable advance notice (which may be posted within the Services or otherwise) of such planned maintenance. We will use commercially reasonable efforts to notify you as soon as reasonably practical of any unplanned downtime of the Services and resolve the issue as soon as practical.

3.2. Changes. In the event that your use of the Services interferes with or disrupts the integrity, security, availability, or performance of the Services, we may modify or temporarily restrict or suspend your use of the Services. The parties will cooperate in good faith to resolve the issue as soon as reasonably possible.

3.3. Technical Support. Technical support for the Services will be provided, at our discretion, through online help, FAQs, and training guides. Technical support may also be provided, at our discretion, through email, chat, or (in limited circumstances) live help. We are not obligated to maintain or support any customization to the Services or any Third-Party Service, even if sold by us, except under a separate agreement signed by the parties.

3.4. Professional Services. We may also provide professional services, such as consulting or data migration services. Any such services are outside the scope of the Services and require a separate written agreement between the parties.

#### 4. Fees and Payment

4.1. Fees. Fees are in the currency specified on our invoices. From time to time, we may change our fees. You will be notified at least 30 days in advance before we apply any fee changes to your Services subscriptions. Such changes will not affect the prices for Services during the then-current subscription term and will become effective upon your next renewal term that commences at least 30 days after our notification of the fee change.

4.2. Add-Ons. If, during a then-current subscription term, (i) you add additional volume or licenses to items that you are already subscribed to, such increased subscriptions will be billed at a prorated amount at the price of the underlying preexisting subscription, and (ii) you add new subscriptions to items that you are not already subscribed to, such items will be billed at a prorated amount at the then-current list price.

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

4.4. Taxes. All fees are exclusive of all applicable taxes, levies, and duties, and you shall be responsible for their payment, excluding taxes on our net income. If we are obligated to collect applicable taxes, we will include them on our invoice to you, and you will pay all such amounts to us unless you timely provide us with a valid tax exemption certificate. Each party will timely provide the other with any documents and information as may be required under, or to comply with, applicable tax laws and regulations.

4.5. Late Payment; Non-Payment. If we do not receive any fees you owe us by the applicable due date, those fees shall accrue interest at the lower of 1.5% per month or the maximum rate permitted by law. Non-payment of any fees for the Services or of any other amounts due by you to us is a material breach of this Agreement.

#### 5. Proprietary Rights

5.1. Services. Subject to the limited rights expressly granted hereunder, as between the parties Sage shall own all rights, title, and interest, including all Intellectual Property Rights, in and to the Services (including any configurations and customizations thereof), Sage Data, and the results of consulting and other professional services performed by Sage or on its behalf. All rights not expressly granted in this Agreement are reserved by Sage.

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

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

5.4. Data Analytics; Product Development. Sage may collect data resulting from Users' use of the Services, such as metadata, performance metrics, and usage trends or volume ("**Usage Data**"). Sage may use Usage Data for its legitimate business purposes, provided that, except to provide or bill for the Services, to assist with the administration of Third-Party Services subscribed by you, or as required by law, any external disclosure or use of Usage Data by Sage will be in an aggregated form that does not identify or otherwise permit the identification of you, any Users, or other persons, unless you consent otherwise or initiate the sharing of Usage Data yourself.

#### 6. Confidentiality and Data Security

6.1. Confidential Information. "**Confidential Information**" means all information of a party or its Affiliates ("**Discloser**") disclosed to the other party or its Affiliates ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Services and Sage Data are our Confidential Information. Customer Data is your Confidential Information.

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

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

herein. The Recipient shall be responsible for any breach of this section by its employees, Affiliates, and service providers.

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

**6.5. Injunctive Relief.** A breach of the Recipient's confidentiality obligations may cause irreparable damage, which money cannot satisfactorily remedy, and therefore the Discloser may seek injunctive relief for any threatened or actual breach of section 6.3 without the need to prove damages or post a bond or other surety.

**6.6. Data Security.** We will maintain and enforce an information security program for the protection of Customer Data, including commercially reasonable administrative, physical, and technical measures designed to (i) protect the confidentiality, availability, and integrity of Customer Data, (ii) restore the availability of Customer Data in a timely manner in the event of a physical or technical incident, and (iii) ensure the proper disposal and destruction of Customer Data. We will notify you, as required by applicable law, of any actual or reasonably suspected breach of security known to us that has resulted in, or creates a reasonable risk of, unauthorized access to Customer Data without undue delay, consistent with the legitimate needs of law enforcement and with any measures necessary to determine the scope of the breach and to restore the integrity of the Services.

**6.7. Non-Sage Equipment.** The Services are provided over the internet via networks only part of which are within our control. Our obligations in section 6.6 apply only to networks and equipment within our control, and we are not responsible for any delay, loss, interception, or alteration of Customer Data on a network or infrastructure outside of our control.

## **7. Third-Party Services**

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

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

## **8. Term and Termination**

**8.1. Term.** All Services subscriptions will run for a period of one year. If you add subscriptions after the beginning of a subscription period, their initial term will be the remainder of the then-current subscription period. All subscriptions will automatically renew for additional subscription periods of one year (or for such different renewal term as set forth in your renewal invoice), unless either party gives the other party notice of non-renewal at least 30 days prior to the end of the relevant subscription period. This Agreement will remain in effect until all User subscriptions have expired or this Agreement has been terminated as provided below.

**8.2. Termination.** Either party may terminate this Agreement: (i) by sending a notice of non-renewal as provided above; (ii) if the other party has materially breached this Agreement, upon written notice to the breaching party of the breach and, if such breach is curable, an opportunity to cure of at least 30 days; or (iii) upon written notice to the other party if the other party becomes the subject of a petition in bankruptcy or another proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If you materially breach this agreement, we may, without limitation of other rights and remedies, temporarily suspend or terminate your access to the Services or withhold further performance of our obligations under this Agreement.

**8.3. Effect of Termination.** On expiration or termination of this Agreement: (i) all applicable User licenses and other rights granted to you will immediately terminate; (ii) a party's rights, remedies, obligations (including payment obligations), and liabilities that have accrued up to the date of termination shall not be affected; (iii) unless you have terminated this Agreement for our material breach as provided above, we will not be obligated to refund any prepaid and unused fees; and (iv) Recipient shall, at the request of Discloser, delete or destroy Discloser's Confidential Information in its possession or control. Notwithstanding the foregoing, Recipient may retain Discloser's Confidential Information (a) to the extent required by law or governmental authority, or (b) that is automatically stored in accordance with Recipient's generally applicable backup policies ("**Backup Media**"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.

**8.4. Survival.** Sections 1, 5, 6, 8, 10, 11, and 12 will survive any expiration or termination of this Agreement.

**8.5. Access to Customer Data.** You may export Customer Data at any time during the term of this Agreement. We will not delete Customer Data from our production environment for up to 14 days after termination or expiration of this Agreement and may assist you with exporting Customer Data during such period at our standard hourly consulting rate. After that 14-day period, we will have the right to delete all Customer Data and will have no further obligation to make it available to you.

## **9. Warranties**

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

**9.2. Our Warranties.** We warrant that: (i) the Services will perform materially in accordance with the Documentation; (ii) we will not decrease the material functionality of the Services during a current subscription term, and (iii) we will perform any professional services in a workmanlike manner and in accordance with industry standards.

**9.3. Remedies.** If you notify us in writing that the Services or our professional services do not conform with any of the warranties

in section 9.2, we will use commercially reasonable efforts to investigate and correct any such non-conformance promptly. You will use commercially reasonable efforts to mitigate any damage as a result of such non-conformance. Subject to your right to terminate this Agreement for cause, this section 9.3 constitutes your sole and exclusive remedy for breach of the warranties in section 9.2.

**9.4. DISCLAIMER OF ALL OTHER WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND IS ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES, AND OUR LICENSORS, DISCLAIM 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. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES, AND OUR LICENSORS DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES, DOCUMENTATION, AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS, OR THAT THE SERVICES WILL PRODUCE ERROR-FREE MACHINE-GENERATED ANALYSES, BENCHMARKS, OR INSIGHTS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES, OR THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL, OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY.

## **10. Indemnification**

**10.1. Our Indemnification.** Subject to section 10.3, we will defend you and your Affiliates, officers, directors, employees, and agents (at our expense) in any third-party claim alleging that the Services infringe or misappropriate the Intellectual Property Rights of a third party, except to the extent that the alleged infringement is based on: (a) a customization or modification of the Services at your direction or by anyone other than us; (b) use of the Services in combination with any service, software, hardware, network, or system not supplied by us, if the alleged infringement relates to such combination; or (c) use of the Services in a manner contrary to our written instructions or the Documentation. If a settlement is reached or there is an adverse judgment in any such claim, we shall pay the settlement costs or final judgement awarded by a court with respect to such claim. If the Services infringe, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Services; (ii) modify such Services so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate this Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services.

**10.2. Indemnification by You.** Subject to section 10.3, 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 Customer Data infringes the Intellectual Property Rights of a third party or violates applicable law or your use of the Services in breach of this Agreement infringes the

Intellectual Property Rights of a third party. 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.

**10.3. Indemnification Procedure.** In the event of a potential indemnity obligation under this section 10, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defense and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

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

## **11. Limitation of Liability**

**11.1. Limitations.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, THE PARTIES AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR YOUR OBLIGATIONS TO PAY FEES UNDER THIS AGREEMENT AND FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, EITHER PARTY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE SUBSCRIPTION FEES FOR THE SERVICES PAID OR PAYABLE TO SAGE 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.

**11.2. Scope.** 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 one party had advised the other of the possibility of such loss, provided that nothing in this Agreement shall limit or exclude any liability which cannot be excluded or limited as a matter of law. The allocation of risk in this Agreement is reflected in the level of fees payable hereunder. A party may not circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing separate claims or claims on behalf of its Affiliates.

## **12. General Provisions**

**12.1. Compliance with Laws.** Each party shall comply with all applicable laws and regulations in relation to the Services, including applicable sanctions (including those of the Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom, and the European Union), anti-bribery, anti-corruption, and tax evasion laws; provided, however, that our compliance with the Health Insurance Portability and Accountability Act of 1996, as amended, requires a separate written agreement by us. Each party shall maintain appropriate controls and procedures to be able to demonstrate compliance with such laws and regulations. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each

party represents that it and its Affiliates are not named on any denied-party (or similar target sanctions) list. You shall not permit Users to access or use the Services in any country or territory that is subject to government-wide or comprehensive sanctions by the United States, the United Kingdom, or the European Union. Any breach of this section is a material breach of this Agreement.

**12.2. U.S. Government Users.** The Services and our Confidential Information are commercial items. If they are being used by or on behalf of the U.S. Government, then the U.S. Government's rights in them will be only those specified in this Agreement, consistent with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable.

**12.3. Unfair Competition.** You may not use the Services or any materials provided by us to build a competitive product or service or to benchmark with a non-Sage product or service.

**12.4. Assignment.** Neither party may assign any rights or obligations under this Agreement without the other party's prior written consent, except that a party may assign this Agreement in its entirety in connection with a merger, acquisition, spin-off, corporate reorganization or restructuring, or sale of substantially all of its assets. Any attempted assignment in breach of this Agreement shall be void.

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

**12.6. Third Party Beneficiaries.** Certain of the Services may be provided by our Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this Agreement to the extent of such Services. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce it.

**12.7. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations, and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering into this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance, or warranty other than as expressly set out in this Agreement. Nothing shall limit or exclude either party's liability for fraud.

**12.8. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the original provision, with all other provisions in this Agreement remaining in full force and effect.

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

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

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

**12.12. Order of Precedence.** In the event of any express conflict or inconsistency, the order of precedence shall be: (i) your Order; (ii) these terms (including any annexes or exhibits hereto); and (iii) the Documentation.

**12.13. Updates.** From time to time, we may amend these terms. We will notify you of any material changes by promptly sending an email or posting a notice in the Services. By continuing to access or use the Services after such notice, you are indicating that you agree to be bound by the modified terms. Notwithstanding the foregoing, if the changes have a material adverse impact on and are not acceptable to you, then you must notify us within 30 days after receiving notice of the change. If we cannot accommodate your objection, then the prior terms shall remain in force until the expiration of your then-current subscription period. Any renewed subscription will be governed by our then-current terms.

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

**12.15. Governing Law; Dispute Resolution.** The validity, construction, and application of this Agreement will be governed by the internal laws of the State of Georgia, excluding its conflict of laws provisions. The parties agree to resolve all disputes related to this Agreement by binding individual arbitration before one arbitrator and will not bring or participate in any representative action. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, and shall take place in Atlanta, Georgia. Any challenge to arbitrability shall be decided by the arbitrator. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event a party seeks injunctive relief from a court, the parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Atlanta, Georgia. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**12.16. Class Action Waiver.** BOTH YOU AND SAGE AGREE THAT ANY DISPUTE RELATING TO THIS AGREEMENT WILL BE DECIDED ON AN INDIVIDUAL BASIS PURSUANT TO SECTION 12.15 (GOVERNING LAW; DISPUTE RESOLUTION). CLASS ACTION LAWSUITS, CLASS-WIDE ARBITRATIONS, PRIVATE ATTORNEY-GENERAL ACTIONS, AND ANY OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY ARE NOT ALLOWED. NEITHER OF US MAY COMBINE ANY INDIVIDUAL PROCEEDINGS WITH A DISPUTE INVOLVING A THIRD PARTY WITHOUT THE CONSENT OF ALL PARTIES INVOLVED.

**12.17. Notices.** Except as otherwise specified in this Agreement, any notice required under this Agreement will be in writing and sent by pre-paid mail, courier service or email to the contact address or email last provided in writing to the notifying party by the notified party. Any notice will be deemed received: (i) if sent by pre-paid mail, 48 hours after posting; (ii) if sent by courier, on the next business day; or (iii) if sent by email, at 9 a.m. recipient's local time on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt either expressly or by conduct. Legal notices may be sent to us at Sage Software, Inc., 1715 N. Brown Road, Building B, Lawrenceville, Georgia 30043, Attn: Legal Department.

**12.18. Interpretation.** Headings are for convenience only and may not be used in interpretation. The words "such as" and

“including” do not signify limitation. This Agreement shall not be interpreted against the drafter.

### **13. Additional Product Terms**

13.1. Sage AI Services Terms. If you subscribe to or otherwise enable any functionality that uses artificial intelligence capabilities, machine learning tools, or other automated ways of using data to enhance the features and functionality of the Services, then the Sage AI Services Addendum terms available at [www.sage.com/us/legal/sage-intacct/network-services/](http://www.sage.com/us/legal/sage-intacct/network-services/) are

incorporated herein by reference and apply to such Services. Examples of Sage AI Services include Sage Copilot.

13.2. Sage Payroll Services. If you subscribe to any Sage Payroll Services, the Sage Payroll Services Addendum terms available at [www.sage.com/us/legal/sage-intacct/payroll-services/](http://www.sage.com/us/legal/sage-intacct/payroll-services/) are incorporated herein by reference and apply to such Sage Payroll Services. Without limiting section 7 above, payroll services offered by Third-Party Providers are governed by the Third-Party Provider's terms.

13.3. Special Product Terms. Certain Services or modules may be governed by additional terms. When agreed to by you in writing, such terms will become part of this Agreement.