



# Software Licence Agreement

Your use of this product is subject to our standard terms and conditions. If you have purchased a perpetual licence for the Software, the Software Licence Agreement in Part A applies to you. If you have purchased a subscription for the product and support then the Terms and Conditions in Part B apply to you. If you don't accept the provisions as set out in Part A or Part B (as applicable) then you should not install, access or use this product in any way.

## PART A – FIXED TERM LICENCE AGREEMENT

This agreement describes how you are allowed to use the Software. If you accept this agreement you can use the Software only as described in this agreement and the applicable Documentation. Please make sure you are happy with all the terms in this agreement before you install the Software.

You indicate that you agree to all the terms of this agreement from the earliest date you tick a box or click on a button (or something similar) to signify your acceptance, or you install, access or use any of the Software. If you don't accept this Agreement, you should contact us or the supplier you purchased the Software from immediately and not install, access or use the Software in any way.

If you are not satisfied with the Software, or have any other problem with it, please contact us using the details of the particular Sage business in the country where you purchased your licence to use the Software, detailed in clause 17 below.

### 1. Definitions

1.1 In this agreement, these words have the following meanings:

**"Apps"** – specific applications, such as Sage 50 Accounts Tracker and Sage 50 Accounts Mobile Sales or as specified in your Documentation, devised for use with Sage 50 Accounts v21:00 on mobile devices in accordance with the relevant Application Licence Terms;

**"Application Licence Terms"** – the specific terms governing the use of any App developed for Sage 50 Accounts v21:00;

**"Authorised Users"** – your employees, agents, contractors and advisers that are permitted to access the Software and you assume responsibility for;

**"Business Day"** – any day which is not a Saturday, Sunday or public holiday in the country of the Sage company you licensed the Software from;

**"Confidential Information"** – information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 11 including without limitation Customer Data;

**"Customer Data"** – the data input by you (or for and on your behalf by your Authorised Users) into the Software;

**"Data Protection Laws"** - the UK Data Protection Act 1998 or the Irish Data Protection Acts 1988 and 2003 as applicable;

**"Documentation"** – the documentation and information made available to you by us (for example our invoices, the help file in the Software and the information on our Website) or our authorised resellers from time to time which describe the Software, fees, payment and user instructions but excluding marketing literature;

**"Effective Date"** – the date you accept the agreement in one of the ways set out above;

**"Licence Period"** – the length of time for which you may use the Software from and including the Effective Date and, in the case of perpetual licence periods, we mean 15 calendar years;

**"Module"** – optional packages that you may use alongside Software (as described in the Documentation) either subject to payment of an additional fee, or as otherwise agreed, in either event in accordance with Part B of this licence as applicable or specific Application Licence Terms; the Modules may include without limitation the following product options: Sage 50 Accounts CIS, Sage 50 Payroll Pensions Module, Sage 50 Accounts Foreign Trader;

**"personal data" "data processor" "data controller"** – have the meanings as set out in the Data Protection Laws;

**"Privacy Policy"** – our privacy policy accessible via our Website;

**"Sage Drive"** The Sage 50 Accounts technology enabler which provides functionality whereby you and other nominated persons are able to share online access to your Sage 50 Accounts data in a secure environment;

**"Software"** – the provision by us to you of the software as more particularly described in the Documentation;

**"Updates"** – a permanent fix to a known problem in the Software or due to a change in legislation which is released by us from time to time;

**"Upgrades"** – a major revision to the Software which adds new or different functions or capabilities which is released by us from time to time;

**"Website"** – [www.sage.co.uk](http://www.sage.co.uk) or [www.sage.ie](http://www.sage.ie);

**"us" "we" and "our"** – Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom) if you purchase your licence to use the Software in the United Kingdom, or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office: Unit 3090 Lake Drive, Citywest Business Park, Dublin 24) if you purchase your licence to use the Software in the Republic of Ireland; and

**"you" and "your"** – the customer authorised to use the Software.

- 1.2 A reference to a statute, statutory provision or subordinate legislation in this agreement is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

## 2. The Software

- 2.1 We grant a non-exclusive licence to you to use the object code of the Software in accordance with this agreement and the Documentation or as otherwise allowed by us in writing. You may not use the Software in any other way.
- 2.2 To use the Software you must activate it (and depending on the Software, re-activate it at the end of the licence period if you want to continue using it and pay the then current fees) by using an 'activation code'. We or your supplier will provide this to you following receipt of registration information from you. Without this information we or your supplier will not be able to activate or re-activate your Software and you will not be able to use it.
- 2.3 We also allow use of some of our Software on a temporary basis to let you assess its suitability for your needs (we sometimes refer to this as a 'trial' or 'demonstration'). We (or your supplier) will tell you if you are only able to use the Software in this way before you receive it. If you want to use the Software after the end of the temporary period you will need to activate it using an activation key that we will provide to you (if you also agree to pay our fees). After you have activated the Software all of the terms of this agreement will continue to apply to you. If you do not activate the Software, it will stop working and you should remove it in the way described above.
- 2.4 You must not:
  - 2.4.1 make the Software available for anyone else to install or use in any way, or give anyone else any right (of any kind) to distribute, use or benefit from the Software in any way unless we have told you in writing that you can. For example, you may not allow anyone other than your Authorised Users to have access to the Software and you cannot provide the Software as part of a service you provide to others;
  - 2.4.2 use (or try to use) the Software in a way which we have not specifically allowed. For example, you must not try to make the Software work in a particular way if it does not usually work or has not been designed to work that way;
  - 2.4.3 use the Software to help you develop your own software;
  - 2.4.4 change the Software, take it apart, or permit others to do so without our permission. Please contact us if you want to do this. We will try to help you, and will make sure that you can change the Software or take it apart in the way the law allows you to;
  - 2.4.5 copy any part of the Software, or allow anyone else to. This clause does not limit, however, your ability to take multiple copies of your Customer Data (and we encourage you to do this).
- 2.5 If you have purchased a 'package' (by package we mean licences to a number of different Software titles sold by us as a single item) in addition to the other restrictions in this clause 2, you must not attempt to resell or otherwise distribute any part of the package.
- 2.6 If, evidence becomes available that allows us to consider you may have breached some part of this agreement, you give us permission to visit your premises during normal office hours to check your relevant systems and records. When we carry out this check, we will keep the disruption to your business to a minimum and you must give us any help we may reasonably need.

- 2.7 We allow some of our Software to be used on laptops or equivalent portable computers that belong to you and which are to be used by your Authorised Users away from your premises. Unless we tell you otherwise, you will need to buy an additional licence from us (or your supplier) to allow you to do so for each user that is to use the Software in this way (in addition to normal users of the Software).
- 2.8 You are permitted to use this Software with a mobile device. It is likely that you will need a further software application (commonly referred to as an "app") to do so, for which you may incur additional fees. When using the Software with a mobile device you must continue to adhere to this agreement and any additional terms and conditions accompanying the app. If no terms and conditions accompany the app, then this agreement will also apply to your use of the app.
- 2.9 You acknowledge that you are fully responsible for obtaining and maintaining any third party software, services and/or hardware to enable you to access the Software via a portable, mobile or similar device.
- 2.10 The Software may include technology that enables us to:
- 2.10.1 check specific information directly relevant to your use of the Software contained in your computer against our records to make sure the Software is being used in accordance with this agreement and to troubleshoot any problems;
  - 2.10.2 collect information about how you and your Authorised Users use the functions of the features of the Software; and
  - 2.10.3 gather statistical information about the operating system and environment on which the Software is installed;
- By accepting this agreement you are giving us your informed consent to use this information for one of the purposes described in clause 8.1 below and in accordance with our Privacy Policy.
- 2.11 The Software may include a feature which you can enable to automatically check our website for Updates and to apply them to the Software. You can configure this feature to suit your preferences. If you use it, certain information will be collected and recorded by us from your system, such as what operating systems you utilise and the name and version number of the Software. If your supplier is making the Software available to you in the manner described under 'Hosted service' at clause 2.12 below, then you acknowledge that you may not receive Updates from us as the decision to update the Software is made by your supplier.
- 2.12 Hosted Software
- 2.12.1 We licence and allow certain of our authorised business partners to provide some of our software to customers using a hosting environment. By hosting environment we mean software installed on our own (or our authorised business partner's) computers that your Authorised Users may access and use through the Internet. Where you access the Software via a hosting environment, you are responsible for maintaining your own access to the Internet to allow your Authorised Users to access the Software. You also agree that due to the nature of using software in this way there may be times when your Authorised Users are unable to access and use the Software (for example due to maintenance or circumstances beyond our control). Separate agreements may also relate to our Software where it is used in this way and your use of the Software will be subject to that separate agreement. If this agreement and any separate agreement conflict in any way, then the separate agreement will be applicable on that particular issue.

2.12.2 If you have purchased a licence from your supplier to access our Software using its hosting environment, then your supplier (not us) is fully responsible for your access or inability to access our Software in this way and any related services that it provides.

2.13 Changes in the law may affect the Software, including changes to employment, tax and national insurance laws. If the Documentation says that it 'complies with' any law, we mean that it meets the law in the tax year shown on the packaging of the Software or in the Documentation. If you want to make sure the Software continues to meet the applicable law, you should consider taking out a subscription to the appropriate SageCover service and ensure you upgrade the Software to the relevant new release for each tax year. If the Software, the Documentation or packaging states that the Software is for a previous tax year, please contact us using the details provided at clause 17 below. You can get information about SageCover from our Website.

2.14 The Software may include a security feature which makes sure that no more than the specified number of Authorised Users can use the Software at one time. If this feature prevents you from using the Software, please contact us.

### **3. User Parameters**

3.1 The Software must only be used:

3.1.1 for your legitimate internal business purposes and with your own information or the demonstration data supplied with the Software (unless we have granted you additional rights at clause 4.7);

3.1.2 to process the data for the agreed number of employees as set out in the Documentation (by "employee" we mean a person you manage using the Software whether or not currently employed by you);

3.1.3 to process data for the specified number of companies as set out in the Documentation (by "company" we mean a single set of your own records and information containing a unique VAT or PAYE reference number); and

3.1.4 for the number of Authorised Users (whether named or concurrent) as set out in the Documentation (you must not allow any other person or organisation to use the Product). The number of Authorised Users that can use the Software will depend on the type of software licence you have bought.

3.2 If you have bought a 'single-user' licence, only one Authorised User can use the Software and you can only install the Software on one computer, other than where you are entitled to use Sage Drive. If you are entitled to use Sage Drive, each Sage Drive user will also be permitted to install the Software on one other device to facilitate the sharing of the Sage 50 Accounts data through Sage Drive. In accordance with term 4.8 of this agreement, clause 2.11 of Part B of this agreement shall apply to your use of Sage Drive, for the purposes of Part B a Sage Drive user shall be an Authorised User as defined in Part B.

3.3 If you have bought a 'multi-user' licence (sometimes called a 'concurrent user licence' in the Documentation), up to the number of Authorised Users we or your supplier specifies (for example in your invoice) can use the Software at any one time.

- 3.4 If we have told you in writing that you can use the Software to provide services to others (who are not part of your business) you can do so for up to the number of users, employees and/or companies we (or your supplier) have agreed as set out in the Documentation.
- 3.5 If you want to increase the number of Authorised Users able to access the Software, companies or employees you use the Software for, then you must buy an additional licence.

## **4. Product Specific Terms**

- 4.1 Certain terms and conditions of this agreement only apply to some of our Software. You will need to check what we told you when you bought your licence (for example in the Documentation) to see if these terms apply to your use of the Software.
- 4.2 Installations and workstations
  - 4.2.1 If we (or your supplier) have told you that the Software may only be used on a specified number of computers (sometimes referred to as 'installations') then you may only install and use the Software on up to that specific number of computers and you may not transfer the Software to a different computer after it has been installed unless we agree otherwise.
  - 4.2.2 Unless the Software is licensed for use on specific computers, you can transfer a copy of the Software from one computer to another one owned by you, as long as you always adhere to the terms of clauses 2, 3 and 4 of this agreement and the Documentation and permanently delete the Software from the computer it was originally installed on. You may need an 'activation code' in order to do this (see clause 2.2).
- 4.3 Networked and remote use
  - 4.3.1 You can load and use the Software on a computer network (for access by your number of Authorised Users) as long as we have agreed at the outset and as long as you use the Software in accordance with this agreement. The performance of the network may affect the performance of that Software. If you use the Software on a network which is not a 'local area network': you may have problems with that Software; we may not be able to provide any technical support and the promises we give in clause 7 do not apply to your use in this way.
  - 4.3.2 When we say 'local area network', we mean a network of computers which is linked by private connections. Other private networks can also allow you to access the Software if you are away from the premises where the Software is installed. This is often referred to as 'remote' access.
  - 4.3.3 If when you bought your licence to use the Software, you were notified that you may allow a third party information technology service provider (such as your supplier) to load the Software on to its own computer on your behalf to enable your Authorised Users to access the Software remotely, you must not allow your third party information technology service provider or anyone else to then use the Software.
  - 4.3.4 You should read all up to date Documentation we publish about using the Software which gives information about network use and about limits on using that Software remotely.
- 4.4 Online training. If your licence includes a free right to use our online training:
  - 4.4.1 You must not copy or allow anyone else to copy any material which forms part of online training, or allow anyone else to use online training without our permission.
  - 4.4.2 From time to time we may change the material which forms part of the online training.

#### 4.5 Business information

4.5.1 If your licence includes a free right to use our online business information, we will give you free access to the section of our Website which contains information relevant to your business (business information) for one year from the Effective Date. Details of the business information you can get access to are given in the Documentation.

4.5.2 We will give you at least three months' notice if we want to change or end this free access. The notice will take effect after the end of the free period. Whilst we give you access to business information you can use that information for your business purposes. You can see and download the business information and make any copies you reasonably need for those of your employees who may need to have the business information to work for you, you must not remove or alter any copyright notices, trademarks or other notices.

4.5.3 You must not use business information in any way other than as set out in this agreement and the Documentation, or as allowed by us in writing. In particular, you must not sell, rent out, distribute, publish, display or alter the business information or create documents from any business information, or use business information for any illegal purpose.

4.5.4 The business information is prepared and updated in line with relevant laws and best practice in England and Wales, Scotland and Northern Ireland. It is only suitable for use in those countries. However, business information cannot take account of all circumstances, and so cannot provide specific advice (such as how a particular event will affect your legal position). We recommend that you get your own legal advice if you have any particular questions about an issue set out in business information.

##### 4.5.5 Access to our Website, online training and business information

We will do everything reasonably possible to make sure that the sections of the Website which contain online training and business information are free from viruses. However, we cannot guarantee this. We recommend that you use your own virus-protection software. We cannot guarantee that the Website(s) will be compatible with your browser or computer set-up, or that your access to the Website(s) will not be interrupted (this may be beyond our control). From time to time we may temporarily stop providing access to the Website, for maintenance, repairs or other reasons. If possible, we will try to make sure this happens outside normal business hours.

#### 4.6 Client Manager and Accountants Dataset Manager

4.6.1 If you have purchased a licence to use Client Manager (which ships with Accountants Dataset Manager), your licence to use this Software must be renewed annually. Please note, Accountants Dataset cannot be installed using a trial activation key.

4.6.2 Your licence to use this Software entitles you to install and access all older supported versions of Client Manager. Where we stop supporting an older version of Client Manager (which you have installed using this Software or which you have already installed yourself), you may continue to access it, but we will not provide you with any support and Accountants Dataset Manager will not work with unsupported versions. Accordingly, any continued use of an unsupported version of Client Manager will be at your own risk.

4.6.3 Where you access previous versions of Client Manager, you must ensure that the total number of Authorised Users accessing those versions does not exceed the maximum number of Authorised Users under your licence to use the current version of Client Manager.

- 4.7 If we give you an extra document which says you can use the Software in a different way, or for a different purpose to that set out in this agreement, the wording in that document overrides this agreement. Examples of the sorts of extra document include 'additional licences' and 'business partner' agreements.
- 4.8 Certain Modules, Apps or Sage Drive, as detailed in your Documentation, may be made available to you along with the Software. In some instances, as detailed in the Documentation, this use shall be limited for 12 months from the Effective Date (as applicable to the relevant Module) in accordance with your agreement with us as contained in this Part A of this licence. After the expiry of the 12 month period, you will be presented with different options to subscribe to the Module and/or Sage Drive at the then current subscription price. We will give you reasonable notice of the price to allow you to decide if you would like to subscribe to the Module and/or Sage Drive. Should you choose to subscribe to the Module and /or Sage Drive, any use of the Module and/or Sage Drive (the terms specific to "Sage Drive" are outlined in Part B of this agreement (in particular clause 2.11)) or the then current Subscription Licence along with any specific Application Licence Terms, shall govern your use of the Module and /or Sage Drive.

## **5. Third Party Providers**

- 5.1 With the Software you may receive other software which we do not own (third-party software). You cannot use the third-party software by itself – you can only use it in the course of using the Software. If you do use third-party software, you agree to keep to any licence agreement provided with that third-party software. If there is no licence agreement with that third-party software, this agreement will apply to how you use that Software. You also agree to keep to any other conditions we impose on using the third-party software.
- 5.2 The owners of the third-party software keep all relevant rights in their own software and in all copies of it. In particular, if our software comes with a Microsoft® product, to the extent permitted by law, Microsoft® does not make any promises to you in respect of its software and it will not be liable to you for any damages, whether direct, indirect, incidental or consequential as a result of the use or installation of its software; and your use of the Microsoft® product is subject to the Microsoft® software licence agreement that we (or your supplier) provided to you or which Microsoft® has generally made available to users of that Microsoft® product (which forms part of this agreement).
- 5.3 Some features of the Software rely on or provide access to technology or information not provided by us (third party technology and information), including but not limited to HM Revenue & Customs or where applicable, Revenue Irish Tax & Customs website. Except where clause 13.3 applies, we are not responsible for any problem with any third-party technology and information and will not be liable for those problems. If you access any third party technology or information you also agree to the terms and conditions of the third party which relate to such access.

## **6. Your Obligations**

You agree to:

- 6.1 pay the applicable fees when due at the times we agreed when you bought your licence to use the Software;



- 6.2 provide us with:
  - 6.2.1 all necessary co-operation in relation to this agreement; and
  - 6.2.2 all necessary access to such information as we may reasonably require in order to provide the Software, including but not limited to Customer Data, security access information and configuration services;
- 6.3 comply with all applicable laws and regulations in respect of your activities under this agreement;
- 6.4 carry out all your obligations under this agreement in a timely and efficient manner. We will not be responsible for any delay in the provision of the Software as a result of any third party act or omission;
- 6.5 ensure that the Authorised Users use the Software in accordance with this agreement and you will be responsible for any Authorised User's breach of this agreement;
- 6.6 notify us in writing of any defect or alleged defect in the Software within five days of the date you become aware of it; and
- 6.7 ensure that your network and systems comply with the systems requirements publicised by us from time to time.

## **7. Our Obligations and Guarantees**

- 7.1 We warrant that for 45 days from the Effective Date the Software will perform as described in the Documentation provided that you use the Software in accordance with this agreement and the Documentation. If you write to tell us within that time frame that the Software does not comply with this warranty and this affects how you can use the Software (and our checks verify this) we will either provide replacement software to correct the problem or refund to you (or your supplier) the fee you paid for the Software and this agreement will terminate with immediate effect.
- 7.2 We agree that we will use our reasonable skill and care to provide any service to you under this agreement.
- 7.3 We:
  - 7.3.1 do not warrant that your use of the Software will be uninterrupted or error-free, or that the Software, Documentation and/or the information obtained by you through the Software will meet your requirements or produce particular outcomes or results (irrespective of whether you informed us or your supplier about how you intend to use the Software at the point of purchase); and
  - 7.3.2 are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 7.4 Except where clause 13.3 applies, this agreement describes all of our guarantees relating to the Software. Unless this agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to the Software, technical support, online training or business information would automatically be included in this agreement, we will only be bound by that term, warranty or promise to the extent set by law.

## **8. Your Information, Customer Data and Personal Data**

Information you provide to us (excluding Customer Data)

- 8.1 We will use any information you provide us under this agreement (excluding Customer Data), or that we collect under this agreement as described in our Privacy Policy and in particular to:
- 8.1.1 provide, manage and administer your use of the Software;
  - 8.1.2 fulfil our contractual obligations under this agreement;
  - 8.1.3 liaise with regulators, banks, law enforcement agencies (including the police) and fraud detection parties;
  - 8.1.4 (subject to clause 8.4) contact you to see if you would like to take part in our customer research;
  - 8.1.5 (subject to clause 8.4) contact you about other products and services which we think you will be interested in;
  - 8.1.6 deliver targeted advertising, marketing (including in-product messaging) or information to you which may be useful, based on your use of the Software or any other information we have about you (you may be able to configure these features to suit your preferences); and
  - 8.1.7 otherwise in accordance with our Privacy Policy.
- We will always try to speak to the relevant person in your organisation. We may contact you directly or use other organisations which we have hired to contact you for us.
- 8.2. We may disclose information to other companies in the Sage group of companies, our contractors, and other organisations for example, we may disclose information to:
- 8.2.1 organisations which we use to help us send communications;
  - 8.2.2 companies we use to help us provide the Software or services (such as hosting providers, where relevant);
  - 8.2.3 law enforcement agencies and fraud detection parties;
  - 8.2.4 third parties (if any) used by us to perform our obligations to you under this agreement; and
  - 8.2.5 any other person in order to meet any legal obligations on us, including statutory or regulatory reporting.
- 8.3. If you provide us with information which contains personal data we will process that data in accordance with the Data Protection Laws and you agree and authorise us to use it as described in clauses 8.1 and 8.2.

- 8.4. If at any time you do not want us to use your personal data in the manner described at clauses 8.1.4 (customer research) and 8.1.5 (information about other products or services), please contact us using the details of the relevant Sage entity that we have provided at clause 17 below.

#### **Customer Data**

- 8.5. You own your Customer Data and you have sole responsibility for its legality, reliability, integrity, accuracy and quality.
- 8.6. To the extent personal data is included in any Customer Data we will process that data on your behalf as a data processor. We will only process such personal data in accordance with your instructions (and you hereby instruct us to take such steps in the processing of personal data on your behalf as are necessary for the provision of the Software and the performance of our obligations under this agreement).
- 8.7. We will use any Customer Data that you transfer to us pursuant to this agreement to:
- 8.7.1 provide, manage and administer your use of the Software; and
- 8.7.2 fulfil our contractual obligations under this agreement.
- 8.8. You warrant and represent that:
- 8.8.1 you will comply with the Data Protection Laws;
- 8.8.2 you are authorised pursuant to the Data Protection Laws to disclose any personal data which you disclose or otherwise provide to us regarding persons other than yourself;
- 8.8.3 you will where required under the Data Protection Laws obtain all necessary consents in order for (i) you to disclose the personal data to us; (ii) us to process the personal data for the purposes of providing the Software; (iii) us to disclose the personal data to those parties set out in clause 8.11 below including where the recipients of the personal data are outside the European Economic Area ("EEA").
- 8.9. We warrant and represent that during the term of this agreement we will:
- 8.9.1 comply with the Data Protection Laws applicable to us whilst such personal data is in our possession;
- 8.9.2 (having regard to the state of technological development and the cost of implementing any measures), take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected; and
- 8.9.3 take reasonable steps to ensure the reliability of our employees who have access to any personal data.
- 8.10. You acknowledge and agree that for the purposes of providing the Software under this agreement personal data may be transferred outside the EEA.

- 8.11. We may, subject to clause 8.7, provide Customer Data that you transfer to us pursuant to this agreement to:
- 8.11.1 our agents, service providers and other companies in the Sage group of companies;
  - 8.11.2 law enforcement agencies and fraud detection parties;
  - 8.11.3 any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and
  - 8.11.4 any other person who has a legal right to require disclosure of the information.

## **9. Proprietary Rights**

- 9.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Software and the Documentation. Except as expressly stated, this agreement does not grant to you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software or the Documentation.
- 9.2 We own the rights in our Software and any related logos. Other owners own the rights in the third-party software and their logos. By giving you the licence, we do not give you ownership of any of those rights or logos, and the rights you have to use the Software, the third-party software, and any related logos, are as described in this agreement and any other relevant document.

## **10. Technical support and replacement software**

### **10.1 Technical support**

10.1.1 If specified in the Documentation, for no extra charge we will give you technical support covering problems you may have using the Software (you will need to be based in the United Kingdom unless we tell you otherwise when you buy your licence to use the Software). We will provide this support from the date you are first given an activation code for any version of the Software, and during the period set out in the Documentation. The technical support will automatically stop at the end of the free period. If you require technical support to continue then you can ask us (or your supplier) to provide further technical support under a separate contract, which may be subject to payment of fees.

10.1.2 We will tell you whether you will be entitled to any free support before you upgrade your Software to a newer or advanced version.

- 10.2 Replacement software. If we provide software which replaces all or part of the Software, the licence described in clause 2 will cover you to use it, from the date you first use the replacement software. To allow a smooth changeover to the replacement software, you may continue to use both the Software and the replacement software for three months, then the licence to use the original Software will stop and only cover the replacement software, and the wording of clause 15 (about returning the Software) will apply to the original Software.
- 10.3 We may stop providing technical support or replacement software at any time, though we will give you a reasonable amount of notice. This will not affect your licence to use the Software.

- 10.4 If you have purchased a licence to use the Software for a specified period of time, we reserve the right to discontinue the provision of support and/or maintenance of the Software (or any version of it) at any time and to also provide to you (in substitution of the Software) replacement software which fulfils the same or similar functions.

## **11. Confidentiality**

- 11.1 Both parties may have access to Confidential Information from the other in order to perform obligations under this agreement. Confidential Information will not be deemed to include information that:
- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
  - 11.1.2 was in your or our lawful possession before the disclosure;
  - 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
  - 11.1.4 is independently developed by the receiving party and which can be proven by written evidence; or
  - 11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2 Both parties will hold the other's Confidential Information in confidence and, unless required by law, will not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 11.3 Both parties will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 11.4 This clause 11 will survive termination of this agreement, however arising.

## **12. Indemnity**

- 12.1 You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Software, provided that:
- 12.1.1 we give you prompt notice of any such claim;
  - 12.1.2 we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
  - 12.1.3 you are given sole authority to defend or settle the claim.

- 12.2 We will defend you, your officers, directors and employees against any claim that the Software infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and will indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
- 12.2.1 you give us prompt notice of any such claim;
  - 12.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
  - 12.2.3 we are given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this agreement on reasonable notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 12.4 In no event will we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- 12.4.1 a modification of the Software by anyone other than us; or
  - 12.4.2 your use of the Software in a manner contrary to the instructions given to you by us; or
  - 12.4.3 your use of the Software after notice of the alleged or actual infringement from us or any appropriate authority.
- 12.5 The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

### **13. Limitation of Liability**

- 13.1 This clause 13 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
- 13.1.1 arising under or in connection with this agreement;
  - 13.1.2 in respect of any use made by you of the Software and Documentation or any part of them; and
  - 13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 13.2 Except as expressly and specifically provided in this agreement:
- 13.2.1 you assume sole responsibility for results obtained from the use of the Software by you, and for conclusions drawn from such use; and
  - 13.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.

- 13.3 Nothing in this agreement excludes our liability for:
- 13.3.1 death or personal injury caused by our negligence;
  - 13.3.2 fraud or fraudulent misrepresentation; or
  - 13.3.3 any other matter we cannot limit or exclude under applicable law.
- 13.4 Subject to clause 13.2 and clause 13.3:
- 13.4.1 we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
    - 13.4.1.1 any loss of profits, loss of business, lost working time, depletion of goodwill, and/or similar losses or loss or corruption of data or information, or pure economic loss; or
    - 13.4.1.2 any special, indirect, incidental or consequential loss, costs, damages, charges or expenses however arising under this agreement including without limitation fines or penalties levied by any relevant authority or claims from third parties; and
  - 13.4.2 our total aggregate liability in contract (including in respect of the indemnity at clause 12), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement will be limited to:
    - 13.4.2.1 125% of the value of the fees you paid for the licence to use the Software where you purchased a licence for a perpetual licence period; or
    - 13.4.2.2 125% of the value of the fees you paid in the 12 last months for the licence to use the Software where you purchased a licence to use the Software for a specified period.
- 13.5 You agree that the limitations set out in this clause 13 and restrictions in this agreement are reasonable because they reflect the fact that:
- 13.5.1 we cannot control how and for what purpose you use our Software;
  - 13.5.2 we have not developed the Software specifically for you; and
  - 13.5.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Software.
- 13.6 If you believe you could experience anything that we have told you we will not be responsible for we recommend you consider obtaining insurance cover.

## **14. Term and Termination**

- 14.1 You may use the Software for the Licence Period. You will not be allowed to use the Software after the Licence Period ends unless we extend your right to use it. The way we extend your right to use the Software will depend on the Software you are using. We (or your supplier) will tell you how to extend your right to use the Software in each case.
- 14.2 You may end this agreement at any time by writing to tell us and once acknowledged by us, the agreement may end. Such termination will mean all sums owed to us become immediately due and you will not be entitled to any refund. If you are paying for technical support or any other service from us and you want to end that service, you should read the terms for that support or service to find out how to stop that particular service.

- 14.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement immediately without liability to the other if:
- 14.3.1 the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
  - 14.3.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
  - 14.3.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; or
  - 14.3.4 a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
  - 14.3.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
  - 14.3.6 the other party ceases, or threatens to cease, to trade; or
  - 14.3.7 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 14.4 If you have purchased a licence to use the Software for a specified period of time, rather than a perpetual licence period, we may end this agreement by giving you thirty days written notice at any time. If we do, we will refund an amount being the proportion of the unexpired period of the term of this agreement.

## 15. Effect of Termination

- 15.1 No matter how this agreement ends, the information you store in the Software remains your information and you can remove it from the Software before the end of the agreement. If you don't, this will not prevent this agreement from ending. In those circumstances, we do not have to remove your information from the Software or help you to do so.
- 15.2 On termination of this agreement for any reason:
- 15.2.1 all licences granted under this agreement will immediately terminate and you will uninstall the Software and cease use of the Software. If requested by us, you shall return all copies of the Software and certify in writing your compliance with this clause;
  - 15.2.2 each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
  - 15.2.3 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination will not be affected or prejudiced.



## 16. General terms

- 16.1 If you have bought a licence for a number of our software products under this agreement, the extent of your rights to use each software product may be different depending upon your choice of software and the fees you pay. We will tell you the extent of your licence for each individual software product at the time you buy your licence and the terms of this agreement will apply to that individual software product as appropriate.
- 16.2 From time to time we may change this agreement by telling you that we have changed it. If you do not agree with those changes, please contact us as soon as possible. If you buy any other product or service relating to the Software from us or your software supplier, after we have told you that we have changed this agreement, we will consider you to have accepted those changes.
- 16.3 If we quote you a price (on our website or by telephone) for any of our products or services, that price will be confirmed when we issue our invoice.
- 16.4 In this agreement, where we say 'we have told you', we mean that we have confirmed this in writing to you (for example on your invoice).
- 16.5 Any supplier or business partner you buy the licence from does not have any authority or right to enter into any contract or provide any guarantee on our behalf. These organisations are 'independent' third parties (by this we mean they are not part of our business) and we are not responsible for any changes these organisations have made to the Software or for anything they do or fail to do.
- 16.6 If you use the Software outside of the United Kingdom or the Republic of Ireland you need to make sure that you comply with any applicable legal requirements.
- 16.7 If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both of us. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 16.8 If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
- 16.9 This agreement is the entire agreement between you and us for you using the Software, free technical support, online training and business information, and replaces all documents, information and other communications (whether spoken or written) between us for such use. The paper licence agreement that accompanies the Software (if any) takes priority over the terms of the licence agreement displayed in the Software and that shown on our website.
- 16.10 This agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. You cannot transfer the Software (including this agreement) to any other person or organisation. For example, you cannot sell it if you no longer want to use it, and if you become insolvent, an insolvency practitioner may not pass on the Software as part of your business assets.
- 16.11 We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this agreement at any time without your consent.

- 16.12 This agreement applies to the Software you bought the licence for. If you buy a licence from us for other software at a different time, then the software licence agreement that we give you with that software will apply to your use of that software. If you upgrade your Software (for example by purchasing a licence for a new or advanced version of the Software), then the software licence agreement we give you at that time will replace this software licence agreement for your continued use of the Software.
- 16.13 If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this agreement because of those circumstances, for as long as those circumstances continue. For the purposes of this agreement you agree that a cyber-attach or breach of cyber security is beyond our reasonable control, subject to us being able to demonstrate that we acted in accordance with what would be reasonably considered to be best practice by a business accountancy and payroll software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security.
- 16.14 This agreement is personal to you and us and no third party shall have any right to enforce the terms of this agreement or be entitled to obtain any benefit under it, except that the owners of third-party software can benefit from clauses 2, 3, 5 and 13 and any other part of this agreement that applies to third-party software. This means that only you, we and the owners of any third-party software can benefit from the rights set out in this agreement. However, you and we can end this agreement or change any term of it (if we both agree to this in writing) without permission from the owner of the third-party software.
- 16.15 If you purchased your licence to use the Software in the United Kingdom then this agreement is governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this agreement. If you purchased your licence to use the Software in the Republic of Ireland then this agreement is governed by the laws of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this agreement.

## **17. Country specific provisions**

- 17.1 For Sage customers who purchased their licence to use the Software in the **United Kingdom**, if you would like to contact us, please call 0845 111 55 55 or email **customer.experience@sage.com**
- 17.2 For Sage customers who purchased their licence to use the Software in the **Republic of Ireland**, if you would like to contact us, please call 1890 88 20 60 or email **access@sage.com**.

## PART B – SUBSCRIPTION LICENCE TERMS AND CONDITIONS

Your subscription to our Solution is subject to these Terms and Conditions and our Privacy Policy (as updated by us from time to time) which form a legally binding contract between you and us (the "Agreement"). You should read this Agreement carefully in full before installing, accessing or using our Solution. You indicate that you agree to all the terms of this Agreement from the earliest date you tick a box or click on a button (or something similar) to signify your acceptance, or you install, access or use any of the Solution. If you don't accept this Agreement, you should contact us or the Sage Partner you purchased your subscription from immediately and not install, access or use the Solution in any way.

We may update this Agreement at any time, the most recent versions can be accessed on the Legal Pages of our Website. We will make reasonable efforts to communicate any changes to you via a notification in the Solution or by sending an email to your user address, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this Agreement as you will be deemed to accept all updates if you continue to access and use the Solution. If we make a change that's materially detrimental to you, you may terminate this Agreement and we will reimburse any prepaid Subscription Fees from the date of termination for the remaining Initial Subscription Term, if any.

### 1. Definitions

1.1. In this Agreement, these words have the following meanings:

**"Apps"** the specific applications devised for use with Sage 50 Accounts v21:00 on mobile devices in accordance with the relevant Application Licence Terms such as Sage 50 Accounts Tracker and Sage 50 Accounts Mobile Sales;

**"Application Licence Terms"** the specific terms governing the use of any App developed for Sage 50 Accounts v21:00;

**"Authorised Users"** – your employees, agents, contractors and advisers that are permitted to access the Solution and you assume responsibility for;

**"Business Day"** – any day which is not a Saturday, Sunday or Public Holiday in England;

**"Confidential Information"** - information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information in clause 12 including without limitation Customer Data;

**"Core Product"** - the software package your subscription relates to as described in the Documentation including without limitation Sage 50 Accounts and Sage 50 Payroll;

**"Customer Data"** – the data inputted by you (or for and on your behalf by your Authorised Users) into the Product;

**"Data Protection Laws"** - the UK Data Protection Act 1998 or the Irish Data Protection Acts 1998 and 2003 as applicable;

**"Documentation"** – the documentation and information made available to you by us (for example our invoices and information on our Website) or a Sage Partner from time to time which describe the Solution, Subscription Fees, payment and user instructions but excludes marketing literature;

**"Effective Date"** – the date we or the Sage Partner accepts your order for the Solution;

**"Initial Subscription Term"** – 12 calendar months (or such other timeframe as we may agree in writing);

**"Fixed Term Subscription"** – in respect of those Core Products purchased by you directly from us before 13 January 2014 or from a Sage Partner at any time, the subscription term shall commence with effect from the Effective Date and shall continue for the Initial Subscription Term and thereafter it shall automatically renew without notice as a Monthly Subscription, unless and until terminated in accordance with the terms and conditions of this Agreement;

**"Module"** – optional packages (including Apps) that you may subscribe for and use alongside a Core Product subject to payment of an additional fee, or optional packages which may be made available to you to use alongside the Core Product, in either event in accordance with these terms or specific Application Licence Terms including without limitation the following product options: Sage 50 Accounts CIS, Sage 50 Payroll Pensions Module, Sage 50 Accounts Foreign Trader; and in respect of subscriptions to the Solution taken out in the UK service options: H&S Advice Professional, H&S Advice Professional and Excel Support;

**"Monthly Subscription"** – in respect of those Core Products purchased by you directly from us on or after 13 January 2014 and any Modules purchased from us at any time, the subscription term shall commence with effect from the Effective Date and shall continue for that calendar month and shall automatically renew without notice for each successive calendar month thereafter, unless and until terminated in accordance with the terms and conditions of this Agreement;

**"personal data" "data processor" "data controller"** – have the meanings as set out in the Data Protection Laws;

**"Privacy Policy"** – our privacy policy accessible via our Website;

**"Product"** – the Core Product including any Updates or Upgrades issued by us during the term of this Agreement, the Modules and Sage Drive;

**"Sage Drive"** – the Sage 50 Accounts technology enabler which provides functionality whereby you and other nominated persons are able to share online access to your Sage 50 Accounts data in a secure environment;

**"Sage Partner"** – any accredited partner or Sage approved reseller, distributor or dealer from whom you may purchase the Solution;

**"Solution"** – the provision by us to you of the Product and Support on a subscription basis as described in the Documentation;

**"Subscription Fees"** – the subscription fees payable by you to us at the agreed intervals for the Solution as set out in the Documentation;

**"Support"** – the level of product support package provided by us and selected by you, as described in the Documentation being either "Online Support" or "Sage Cover Extra" as applicable;

**"Third Party Software"** – software which we do not own;

**"User Parameters"** – the restrictions on use of the Product as set out in clause 3;

**"Updates"** – a permanent fix to a known problem in the Product or due to a change to legislation released by us from time to time;

**"Upgrades"** – a major revision to the Product which adds new or different functions or capabilities released by us from time to time;

**"Website"** – [www.sage.co.uk](http://www.sage.co.uk) if you subscribe in the UK or [www.sage.ie](http://www.sage.ie) if you subscribe to the Solution in the Republic of Ireland;

**"us"** **"we"** and **"our"** – Sage (UK) Limited (company registration number 1045967, VAT number GB 555909605, registered office: North Park, Newcastle upon Tyne NE13 9AA, United Kingdom) if you subscribe in the UK; or Sage Hibernia Limited trading as Sage Ireland (company registration number 300549, registered office : Unit 3096, lake Drive, Citywest Business Park, Dublin 24) if you subscribe to the Solution in the Republic of Ireland; and

**"you"** and **"your"** – the customer who subscribes for the Solution.

- 1.3 A reference to a statute, statutory provision or subordinate legislation in this Agreement is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts. Words of a technical nature which are not defined in this Agreement shall be construed in accordance with the relevant general usage in the computer software industry in the United Kingdom.

## 2. The Product

- 2.1. As part of your subscription, we grant a non-exclusive licence to you to use the object code of the Product in accordance with this Agreement and the Documentation. To use the Product you must activate it by using an 'activation code'. We or your Sage Partner will provide this to you following receipt of registration information from you. You must ensure that when the Product is in use, the machine on which it is installed or accessed via is connected to the internet.
- 2.2. You may subscribe to a Module at any time directly with us on a Monthly Subscription basis (Modules cannot be purchased or obtained through Sage Partners currently) provided that you have an active subscription for the relevant Core Product. If you subscribe for a Module during a period in which you have already paid your Subscription Fees, your next invoice will include a retrospective pro-rated charge for such access to the Module. If you have purchased your Core Product from a Sage Partner, we will set up separate payment arrangements for your Module subscription directly with you. You can notify us in writing at any time that you wish to cancel your Module Monthly Subscription. Termination of a Module subscription will take effect no later than the end of the calendar month following the month in which you request the cancellation.
- 2.3. You must not:
- 2.3.1. change the Product, take it apart or permit others to do so without our permission;
  - 2.3.2. copy any part of the Product or allow anyone else to, except for making one back-up copy of it (which we encourage you to do). We permit a back-up copy to be used on a computer if your original copy is no longer available. This clause does not limit, however, your ability to take multiple copies of your Customer Data (and again we encourage you to do this); or

- 2.3.3 use the Solution to help you develop your own software.
- 2.4. You agree to:
- 2.4.1 use the Product strictly in accordance with this Agreement; and
- 2.4.2 promptly install any Updates we may issue to you.
- 2.5. If you use the Product outside of the UK you need to make sure you comply with any applicable legal and legislative requirements.
- 2.6. The Product may include a feature which you can enable to automatically check our Website for Updates and to apply them to the Product. You can configure this feature to suit your preferences. If you use it, certain information excluding Customer Data will be collected and recorded by us from your system, such as what operating systems you utilise. This will be collected and used in accordance with the Privacy Policy.
- 2.7. If we have agreed in the Documentation, you can load and use the Product on a computer network provided that you do so in accordance with this Agreement. Doing this may affect the performance of the Product. If you use the Product on a network which is not a local area network (a network of computers linked by private connections) there is a risk that the Product will not perform as intended, we may not be able to provide Support to you in those circumstances and, accordingly, the statements in clause 8.1 will not apply.
- 2.8. You are not permitted to use the Product on a hosted environment or a third party's hosted environment (meaning computers that your Authorised Users may access and use through the internet).
- 2.9. You are permitted to use the Product with a mobile device, however, it is likely that you will need a further software application (commonly referred to as an "app") to do so, for which you may incur additional fees. When using the Product with a mobile device you must continue to adhere to this Agreement and any additional terms and conditions accompanying the app, which will take priority over these Terms and Conditions. If the app is not accompanied by terms and conditions, this Agreement will also apply to your use of the app.
- 2.10. The Product may include technology that enables us to:
- 2.10.1 ensure no more than the specified number of Authorised Users can use the Product at any one time;
- 2.10.2 check specific information directly relevant to your use of the Product contained in your computer against our records to make sure the Product is being used in accordance with this Agreement and to troubleshoot any problems;
- 2.10.3 collect information about how you and your Authorised Users use the functions of the features of the Product;
- 2.10.4 gather statistical information about the operating system and environment on which the Product is installed;

By accepting this Agreement you are giving us your informed consent to use this information for our own business purposes, for the purpose detailed in clause 10 below and in accordance with our Privacy Policy.

## 2.11 Sage Drive

2.11.1 Sage Drive will be provided along with your subscription to Sage 50 Accounts for a period of 12 months from the Effective Date, after that time you will be given the option to subscribe to Sage Drive at the then current subscription price, we will give you reasonable notice of the price to allow you to decide if you would like to upgrade your subscription to include Sage Drive. Should you choose to subscribe to Sage Drive, these terms and conditions (or the then current Subscription Licence) shall govern your use of the Solution.

2.11.2 We may from time to time, limit the amount of data which can be shared, made available or stored using Sage Drive at any one time, this will always be subject to a reasonable period of notice and in accordance with any fair usage policy we may implement at any time.

2.11.3 If you subscribe to Sage Drive, in addition to your obligations in clause 7.5, for each Authorised User you invite to join Sage Drive, up to a maximum of 25, you are responsible for notifying them:

2.11.3.1 of the maximum amount of data storage available to them at any one time;

2.11.3.2 that the content of any files must not and will not result in any injury, damage or harm to us or to any third party (including without limitation defamation or breach of confidentiality) and that the content does not (and will not) contain anything which is unlawful, obscene, indecent or immoral or promotes illegal or unlawful activities;

2.11.3.3. that on termination by you of your relationship with the Authorised User, all Sage Drive data will not be accessible after the date of termination and that it is the responsibility of you or the Authorised User (as directed by you) to make a back-up copy of that data;

2.11.3.4 that, if appropriate, they must treat the shared information as confidential and where applicable comply with all data protection legislation; and

2.11.3.5 of the sign in and security requirements, in respect of the creation of a unique Sage identity number.

2.12 In addition to Sage Drive (as described in clause 2.11 above), certain Modules, as detailed in your Documentation, may be made available to you for 12 months from the Effective Date (as applicable to the relevant Module) as provided in the Documentation, in all cases, after the expiry of the 12 month period, you will be presented with different options to subscribe to the Module at the then current subscription price. We will give you reasonable notice of the price to allow you to decide if you would like to upgrade your subscription to include the Module. Should you choose to subscribe to the Module, these terms or the then current Subscription Licence shall govern your use of the Solution.

## 3. User Parameters

3.1. The Product must only be used:

3.1.1 for your legitimate internal business purposes with your own information or the demonstration data supplied with the Product (unless we have granted you the additional rights at clause 3.4);

3.1.2 to process the data for the agreed number of employees as set out in the Documentation (by "employee" we mean a person you manage using the software whether or not currently employed by you);

- 3.1.3 to process data for the specified number of companies as set out in the Documentation (by "company" we mean a single set of your own records and information containing a unique VAT , PAYE or applicable sales tax or income tax reference number); and
- 3.1.4. for the number of Authorised Users (whether named or concurrent) as set out in the Documentation (you must not allow any other person or organisation to use the Product).
- 3.2. If you have bought a 'single user' licence, only one Authorised User can use the Product and you can only install the Product on one computer.
- 3.3. If you have bought a 'multi user' licence (sometimes call a concurrent user licence in the Documentation) up to the number of Authorised Users identified in the Documentation can use the Product at any one time.
- 3.4. If we have told you that you can use the Product to provide Solution to others (who are not part of your business) you can do so for up to the number of users, employees and/or companies we (or your Sage Partner) have agreed as set out in the Documentation.
- 3.5. You can decrease the number of Authorised Users able to access the Product, companies or employees you use the Product for, but we will not reduce the Subscription Fee until the later of: the end of the Initial Subscription Term for Fixed Term Subscription customers; or, for Monthly Subscription customers, the end of the calendar month following the month in which you request and we agree to such a change.

#### **4. The Support Services**

- 4.1. As part of your subscription, we will provide the Support to you in accordance with this Agreement and the Documentation. Support will be accessible during the hours set out in the Documentation and may be given at our discretion by way of telephone, email, web chat, remote assistance and self-help online support or other method. Unless we agree otherwise, Support does not include support or other assistance for any hardware, third party software or other equipment used with your Product.
- 4.2. When you contact us by telephone, we use:
- 4.2.1 call recording software and may record your call for security and training purposes and for other purposes which help us to provide high quality services, including to keep a record of the Support provided to you; and
- 4.2.2 caller recognition technology to deal with your call in the most effective way. Please ensure you do not withhold you telephone number if you would like us to prioritise your call in this way.
- 4.3. If we provide you with remote assistance, you agree to accept a software file onto your computer system(s) where necessary to allow us to provide that assistance and you understand that by doing so we will be temporarily able to access and control your computer. You will be able to see everything we can see and you will be able to monitor what we do. At any point whilst we are providing remote assistance you can ask us to stop the sessions and sever the link between our systems and yours.
- 4.4. If we give you the opportunity to participate in our webinars from time to time, you acknowledge we may cancel them or that you may not be able to participate in particular sessions. Webinars rely on internet connectivity so we cannot guarantee that access will be uninterrupted. Accordingly, you agree that we won't be responsible if you are unable to participate in a webinar for any reason.



- 4.5. We will do everything reasonably within our control to ensure that the sections of our Website accessible to you as part of the provision of Support are both free from viruses and available; however, we cannot guarantee either of these things. You should use your own virus-protection software. From time to time we may temporarily stop providing access to our Website for maintenance, repairs or other reasons but where possible we will try to make sure this happens outside of normal business hours. We cannot guarantee that our Website will be compatible with your browser or computer set up or that your access will not be interrupted as this may be beyond our control.
- 4.6. Support may include business information and business advice which is prepared and updated in line with relevant laws and best practice in England and Wales, Scotland and Northern Ireland (unless we advise you otherwise). It is only suitable for use in those countries. However, business information cannot take account of all circumstances, and so cannot provide specific advice (such as how a particular event will affect your legal position). We recommend that you contact the business advice helpline (if you have subscribed to it) and also get your own legal advice if you have any questions about an issue set out in business information. If you sign and use any document forming part of the business information without first calling the business advice helpline (if you have subscribed to it) and getting your own legal advice, you do so entirely at your own risk. If you are re-using any document you have previously used, you should (in addition to calling the business advice helpline (if you have subscribed to it) and getting your own legal advice) check our Website to see if that document or any related material has been updated. When preparing and updating our business information and business advice we will do everything reasonably possible to make sure it is correct and up to date.
- 4.7. We will endeavour to keep a record of all business advice we give to you via the business advice helpline using appropriate recording technology and by our advisers making notes whilst giving you that advice. We also keep a record of all letters, emails, ask-the-expert responses and email follow-ups to business advice we send to or receive from you, as well as all online activity, including web pages viewed and documents downloaded by you.
- 4.8. Support may include the right for you to receive information and advice about employment issues that may arise from pre-employment through to the end of the employment relationship (employment advice). The supply of employment advice does not include:
- 4.8.1 advice and guidance about matters arising after the end of the employment relationship; or
  - 4.8.2 acting on your behalf before any court or similar body set up to resolve employment disputes.
- If we supply employment advice on a matter that results in a hearing before a court or similar body set up to resolve employment disputes, we can let you have a compliance trail for that matter. We will not prepare any other documents for your use at or before that hearing, but will, if possible, let you have our opinion of the merits of a case on which we have provided employment advice.
- 4.9. We will let you know if your subscription includes the right to access general advice and guidance about compromise agreements and the circumstances in which they are used. Compromise agreements are legally binding documents which set out the terms on which an employer and an employee agree to the end of that employee's employment, and require tailoring and legal expertise to ensure that they are suitable for the specific circumstances. We do not provide standard compromise agreements or advice and guidance in respect of your own compromise agreements.

## 5. HR Advice Professional and H&S Advice Professional – UK Subscribers Only

- 5.1. When you subscribe to HR Advice Professional or H&S Advice Professional (which is available solely to UK subscribers) , we will provide you with the relevant:
  - 5.1.1 access to the section of our website ([www.sage.co.uk](http://www.sage.co.uk)) which contains information and documents about human resources, health and safety and other issues we may notify you of which are relevant to your business (business information); and
  - 5.1.2 access to business advice about human resources, health and safety and other notified issues relevant to your business (business advice) via our telephone and e-mail helpline (the business advice helpline) available during our normal office hours.
- 5.2. You must only use the business information and business advice for your legitimate business purposes. You can see and download the business information and make any copies you reasonably need for your employees who may need to have the business information to do their work for you. However, you must not remove or alter any copyright, notices, trademarks or other notices we may put on the business information.
- 5.3. You must not use business information or business advice in any way other than as set out in this agreement and the relevant documents, or as allowed by us in writing. In particular, you must not sell, rent out, distribute, publish, display or alter the business information or create documents from any business information, business advice, our website or any other materials you receive from us, or use business information or business advice for any illegal purpose.
- 5.4. The business information and business advice is prepared and updated in line with relevant laws and best practice in England and Wales, Scotland and Northern Ireland. It is only suitable for use in those countries. However, business information cannot take account of all circumstances, and so cannot provide specific advice (such as how a particular event will affect your legal position). We recommend that you contact the business advice helpline (if you have subscribed to it) and also get your own legal advice if you have any questions about an issue set out in business information.
- 5.5. If you sign and use any document forming part of the business information without first calling the business advice helpline (if you have subscribed to it) and getting your own legal advice, you do so entirely at your own risk. If you are re-using any document you have previously used, you should (in addition to calling the business advice helpline (if you have subscribed to it) and getting your own legal advice) check our website to see if that document or any related material has been updated.
- 5.6. When preparing and updating our business information and business advice we will do everything reasonably possible to make sure it is correct and up to date.
- 5.7. We endeavour to keep a record of all business advice we give to you via the business advice helpline using appropriate recording technology and by our advisers making notes whilst giving you that advice. We also keep a record of all letters, emails, ask-the-expert responses and email follow-ups to business advice we send to or receive from you, as well as all online activity, including web pages viewed and documents downloaded by you.
- 5.8. We will let you know if your subscription includes the right to ask us to prepare a report consisting of case notes and online activity, to demonstrate compliance with the advice provided (a compliance trail).

- 5.9. We will let you know if your subscription includes the right to receive information and advice about employment issues that may arise from pre-employment through to the end of the employment relationship (employment advice). The supply of employment advice does not include:
- 5.9.1 advice and guidance about matters arising after the end of the employment relationship; or
  - 5.9.2 acting on your behalf before any court or similar body set up to resolve employment disputes.
- 5.10. If we supply employment advice on a matter that results in a hearing before a court or similar body set up to resolve employment disputes, we can let you have a compliance trail for that matter. We will not prepare any other documents for your use at or before that hearing, but will, if possible, let you have our opinion of the merits of a case on which we have provided employment advice.
- 5.11. We will let you know if your subscription includes the right to access general advice and guidance about compromise agreements and the circumstances in which they are used. Compromise agreements are legally binding documents which set out the terms on which an employer and an employee agree to the end of that employee's employment, and require tailoring and legal expertise to ensure that they are suitable for the specific circumstances. We do not provide standard compromise agreements or advice and guidance in respect of your own compromise agreements.
- 5.12. If you cancel your subscription at any time only the business information and/or business advice given prior to cancellation can be subject to our guarantees.

## **6. Third Party Providers**

- 6.1. With the Solution you may receive Third Party Software. You cannot use the Third Party Software by itself; you can only use it in the course of using the Solution. If you do use Third Party Software, you agree to adhere to any licence agreement provided with that Third Party Software. If there is no licence agreement with that Third Party Software, this Agreement will apply to how you use the Third Party Software. You also agree to keep to any other conditions we impose on using the Third Party Software.
- 6.2. The owners of Third Party Software keep all relevant rights in their own software and in all copies of it. In particular, if the Solution comes with a Microsoft® product, to the extent permitted by law, Microsoft® does not make any promises to you in respect of its software and it will not be liable to you for any damages, whether direct, indirect, incidental or consequential as a result of the use or installation of its software; and your use of the Microsoft® product is subject to the Microsoft® software licence agreement that we (or your supplier) provided to you or which Microsoft® has generally made available to users of that Microsoft® product (which forms part of this Agreement).
- 6.3. You acknowledge that the Solution may enable or assist you to submit data to, access the website content of, correspond with, and purchase products and services from, third party interfaces and that you do so solely at your own risk. We make no representation or commitment and will have no liability or obligation whatsoever in relation to the submission of data, content or use of, or correspondence with, any such third-parties, or any transactions completed, and any contract entered into by you, with any such third party.

Any contract entered into and any transaction completed via any third-party interface is between you and the relevant third party, and not us. We recommend that you refer to the third party's terms and conditions prior to using the relevant third-party website and services. We do not endorse or approve any third-party services, website or interface nor the content of any of the third-party website made available via the Solution.

## **7. Your Obligations**

You agree to:

- 7.1. pay the Subscription Fee when due in accordance with clause 9;
- 7.2. provide us with:
  - 7.2.1 all necessary co-operation in relation to this Agreement; and
  - 7.2.2 all necessary access to such information as we may reasonably require in order to provide the Solution, including but not limited to Customer Data, security access information and configuration services;
- 7.3. comply with all applicable laws and regulations in respect of your activities under this Agreement;
- 7.4. carry out all your obligations under this Agreement in a timely and efficient manner. We will not be responsible for any delay in the provision of the Solution as a result of any third party act or omission;
- 7.5. ensure that the Authorised Users use the Solution in accordance with this Agreement and you will be responsible for any Authorised User's breach of this Agreement;
- 7.6. notify us in writing of any defect or alleged defect in the Solution within five days of the date you become aware of it; and
- 7.7. ensure that your network and systems comply with the systems requirements publicised by us from time to time.

## **8. Our Obligations and Guarantees**

- 8.1. We warrant that for 45 days from you first accessing the Core Product, that it will perform as described in the Documentation provided that you use the Product in accordance with this Agreement and the Documentation. If you write to tell us within that time frame that the Product does not comply with this warranty and this affects how you can use the Solution (and our checks verify this) we will either provide a replacement Product to correct the problem or refund to you (or your Sage Partner) the total amount of Subscription Fees paid to us by you to date and this Agreement will terminate with immediate effect.
- 8.2. We agree that the Solution will be performed substantially in accordance with the Documentation and with reasonable care and skill.

8.3. We:

8.3.1 do not warrant that your use of the Solution will be uninterrupted or error-free, or that the Solution, Documentation and/or the information obtained by you through the Solution will meet your requirements or produce particular outcomes or results (irrespective of whether you informed us or a Sage Partner about how you intend to use the Solution at the point of purchase); and

8.3.2 are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledges that the Solution may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 9. Charges and Payment

9.1. Where you subscribe directly with us for the Solution, you will on the Effective Date provide to us valid up-to-date and complete purchase order information, billing details and complete a continuous direct debit mandate authority. We will invoice you at the agreed intervals for the Subscription Fees and take this amount from your nominated bank account via direct debit on the dates agreed in the Documentation.

9.2. Where you subscribe for the Solution through one of our Sage Partners, if we require you to pay the Subscription Fees directly to us (instead of paying these fees to your Sage Partner), you will provide to us valid up-to-date and complete purchase order information, billing details and complete a continuous direct debit mandate authority on demand. We will invoice you at the agreed intervals for the Subscription Fees and take this amount from your nominated bank account via direct debit on the dates agreed in the Documentation.

9.3. If we have not received payment of the applicable Subscription Fees 30 days after the date we agree your direct debit payment shall be taken, without prejudice to our other rights of remedies:

9.3.1. we may, without liability to you, disable your password, account and access to all or part of the Solution or disable certain functionality and we will be under no obligation to provide any or all of the Solution to you whilst the invoice(s) concerned remain unpaid; and

9.3.2. interest will accrue on such overdue amounts at an annual rate equal to 4% over the then current base lending rate of The Bank of England if you subscribe to the Solution in the UK or The Bank of Ireland if you subscribe to the Solution in the Republic of Ireland at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.4. All amounts and fees stated or referred to in this Agreement are:

9.4.1 payable in pounds sterling if you subscribe to the Solution in the UK or Euros if you subscribe to the Solution in the Republic of Ireland;

9.4.2 subject to clause 14.4.2, non-cancellable and non-refundable;

9.4.3 exclusive of value added tax or any other applicable sales tax which will be added to our invoices at the appropriate rate.

- 9.5. We will be entitled to increase the Subscription Fees at any time upon prior written notice which will take effect at the end of the Initial Subscription Term for Fixed Term Subscription customers, or on your next payment date thereafter for Monthly Subscription customers.
- 9.6. For the purposes of clause 15.2.1, failure to pay the Subscription Fees when due constitutes a material breach of this Agreement.

## **10. Your Information. Customer and Personal Data**

Information you provide to us (excluding Customer Data)

- 10.1 We will use any information you provide us under this Agreement (excluding Customer Data), or that we collect under this Agreement as described in our Privacy Policy and in particular to:

- 10.1.1 provide, manage and administer your use of the Software;

- 10.1.2 fulfil our contractual obligations under this Agreement;

- 10.1.3 liaise with regulators, banks, law enforcement agencies (including the police), credit agencies and fraud detection parties;

- 10.1.4 (subject to clause 10.4) contact you to see if you would like to take part in our customer research;

- 10.1.5 (subject to clause 10.4) contact you about other products and services which we think you will be interested in;

- 10.1.6 deliver targeted advertising, marketing (including in-product messaging) or information to you which may be useful, based on your use of the Software or any other information we have about you (you may be able to configure these features to suit your preferences); and

- 10.1.7. otherwise in accordance with our Privacy Policy.

We will always try to speak to the relevant person in your organisation. We may contact you directly or use other organisations which we have hired to contact you for us.

- 10.2. We may disclose information to other companies in the Sage group of companies, our contractors, and other organisations for example, we may disclose information to:

- 10.2.1. organisations which we use to help us send communications;

- 10.2.2 organisations we use to help us provide the Software or services (such as hosting providers, where relevant)

- 10.2.3 law enforcement agencies and fraud detection parties;

- 10.2.4 third parties (if any) used by us to perform our obligations to you under this agreement; and

- 10.2.9. any other person in order to meet any legal obligations on us, including statutory or regulatory reporting.

- 10.3. If you provide us with information which contains personal data we will process that data in accordance with the Data Protection Laws and you agree and authorise us to use it as described in clauses 10.1 and 10.2.

- 10.4. If at any time you do not want us to use your personal data in the manner described at clauses 10.1.4 (customer research) and 10.1.5 (information about other products or services), please call 0800 111 66 66 or email [customer.experience@sage.com](mailto:customer.experience@sage.com) if you subscribe to the Solution in the UK or call 1890 88 20 60 or email [access@sage.com](mailto:access@sage.com) if you subscribe to the Solution in the Republic of Ireland.

#### **Customer Data**

- 10.5. You own your Customer Data and you have sole responsibility for its legality, reliability, integrity, accuracy and quality of the Customer Data.
- 10.6. To the extent personal data is included in any Customer Data we will process that data on your behalf as a data processor. We will only process such personal data in accordance with your instructions (and you hereby instruct us to take such steps in the processing of personal data on your behalf as are necessary for the provision of the Software under this Agreement and the performance of our obligations under this Agreement).
- 10.7. We will use any Customer Data that you transfer to us pursuant to this Agreement to:
- 10.7.1 provide, manage and administer your use of the Software; and
  - 10.7.2 fulfil our contractual obligations under this Agreement.
- 10.8. You warrant and represent that:
- 10.8.1 you will comply with the Data Protection Laws;
  - 10.8.2 you are authorised pursuant to the Data Protection Laws to disclose any personal data which you disclose or otherwise provide to us regarding persons other than yourself;
  - 10.8.3 you will where required under the Data Protection Laws obtain all necessary consents in order for (i) you to disclose the personal data to us; (ii) us to process the personal data for the purposes of providing the Software; (iii) us to disclose the personal data to those parties set out in clause 10.11 below including where the recipients of the personal data are outside the European Economic Area ("EEA").
- 10.9. We warrant and represent that during the term of this Agreement we will:
- 10.9.1. comply with the Data Protection Laws applicable to us whilst such personal data is in our possession;
  - 10.9.2. (having regard to the state of technological development and the cost of implementing any measures), take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected; and
  - 10.9.3. take reasonable steps to ensure the reliability of our employees who have access to any personal data.
- 10.10. You acknowledge and agree that for the purposes of providing the Software under this agreement personal data may be transferred outside the EEA.

- 10.11. We may, provide Customer Data that you transfer to us pursuant to this Agreement to:
- 10.11.1 subject to clause 10.7 our agents, service providers and other companies in the Sage group of companies;
  - 10.11.2 law enforcement agencies and fraud detection parties;
  - 10.11.3 any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and
  - 10.11.4 any other person who has a legal right to require disclosure of the information.

## **11. Proprietary Rights**

- 11.1. You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Solution and the Documentation. Except as expressly stated, this Agreement does not grant to you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Solution or the Documentation.
- 11.2. We confirm that we have all the rights in relation to the Solution and the Documentation that are necessary to grant you the rights under and in accordance with the terms of this Agreement.

## **12. Confidentiality**

- 12.1. Both parties may have access to Confidential Information from the other in order to perform obligations under this Agreement. Confidential Information will not be deemed to include information that:
- 12.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
  - 12.1.2 was in your or our lawful possession before the disclosure;
  - 12.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
  - 12.1.4 is independently developed by the receiving party, which can be shown by written evidence; or
  - 12.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 12.2. Both parties will hold the other's Confidential Information in confidence and, unless required by law, will not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 12.3. Both parties will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 12.4. This clause 12 will survive termination of this Agreement, however arising.



## **13. Indemnity**

- 13.1. You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Solution, provided that:
- 13.1.1 we give you prompt notice of any such claim;
  - 13.1.2 we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
  - 13.1.3 you are given sole authority to defend or settle the claim.
- 13.2. We will defend you, your officers, directors and employees against any claim that the Solution infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and will indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
- 13.2.1 you give us prompt notice of any such claim;
  - 13.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
  - 13.2.3 we are given sole authority to defend or settle the claim.
- 13.3. In the defence or settlement of any claim, we may procure the right for you to continue using the Solution, replace or modify the Solution so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on reasonable notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 13.4. In no event will we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- 13.4.1 a modification of the Solution by anyone other than us; or
  - 13.4.2 your use of the Solution in a manner contrary to the instructions given to you by us; or
  - 13.4.3 your use of the Solution after notice of the alleged or actual infringement from us or any appropriate authority.
- 13.5. The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## **14. Limitation of Liability**

- 14.1. This clause 14 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:
- 14.1.1 arising under or in connection with this Agreement;
  - 14.1.2 in respect of any use made by you of the Solution and Documentation or any part of them; and

14.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

14.2. Except as expressly and specifically provided in this Agreement:

14.2.1 you assume sole responsibility for results obtained from the use of the Solution by you, and for conclusions drawn from such use; and

14.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

14.3. Nothing in this Agreement excludes our liability for:

14.3.1 death or personal injury caused by our negligence;

14.3.2 fraud or fraudulent misrepresentation; or

14.3.3 any other matter we cannot limit or exclude under applicable law.

14.4. Subject to clause 14.2 and clause 14.3:

14.4.1 we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:

14.4.1.1 any loss of profits, loss of business, lost working time depletion of goodwill, and/or similar losses or loss or corruption of data or information, or pure economic loss; or

14.4.1.2 any special, indirect, incidental or consequential loss, costs, damages, charges or expenses however arising under this Agreement including without limitation fines or penalties levied by any relevant authority or claims from third parties; and

14.4.2 our total aggregate liability in contract (including in respect of the indemnity at clause 13.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with this Agreement will be limited to the greater of:

14.4.2.1 the sum of the Subscription Fees paid to us by you, or received by us on your behalf from a Sage Partner, in the 12 months immediately preceding the date on which the incident giving rise to the claim took place; or

14.4.2.2 the sum of £150 (which represents the minimum value of a subscription available under this Agreement),

in the event that no Subscription Fee has been paid to us by you or received by us on your behalf from a Sage Partner in the 12 months immediately preceding the date on which the incident giving rise to the claim took place, the provisions of 14.4.2.2 shall apply.

14.5. You agree that the limitations set out in this clause 14 and restrictions in this Agreement are reasonable because they reflect the fact that:

14.5.1 we cannot control how and for what purpose you use our Solution;

14.5.2 we have not developed the Solution specifically for you; and

14.5.3 although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems in the Product or provision of Support;

If you believe you could experience anything that we have told you we will not be responsible for we recommend you consider obtaining insurance cover.

## 15. Term and Termination

- 15.1. This Agreement will, unless otherwise terminated in accordance with this Agreement or as provided in this clause 15, commence on the Effective Date and continue until either:

15.1.1 we serve notice on you; or

15.1.2 you call us on 0800 111 66 66 if you subscribe to the Solution in the UK or 1890 88 20 60 if you subscribe to the Solution in the republic of Ireland and instruct us that you wish to terminate this Agreement.

If you are a Fixed Term Subscription customer: this Agreement will then terminate on the later of (i) the end of the calendar month following the month in which our notice has been served/you have called us; or (ii) where this occurs during the Initial Subscription Term, on the last day of the Initial Subscription Term.

If you are a Monthly Subscription customer: this Agreement will then terminate at the end of the calendar month following the month in which our notice has been served/you have called us.

Please note, the Sage 30-day money back guarantee does not apply to the purchase of Core Products or Modules under this Agreement.

- 15.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement immediately without liability to the other if:

15.2.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

15.2.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

15.2.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; or

15.2.4 a receiver is appointed over any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

15.2.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

15.2.6 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

## 16. Effect of Termination

- 16.1. If we elect to terminate this Agreement in accordance with clause 15.2 during the Initial Subscription Term, we will invoice you for the Subscription Fee payable for the remaining duration of the Initial Subscription Term (if any) which will be payable by you within 30 days.
- 16.2. On termination of this Agreement for any reason:
- 16.2.1 no refunds are due to you from us for prepaid Subscription Fees (if any);
- 16.2.2 all licences granted under this Agreement will immediately terminate and you will uninstall the Product and cease use of the Solution. If requested by us, you shall return all copies of the Product and certify in writing your compliance with this clause;
- 16.2.3 each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 16.2.4 we may destroy or otherwise dispose of any Customer Data in our possession unless we receive, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to you of the then most recent back-up of your Customer Data (where applicable). We will use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You will pay all reasonable expenses incurred by us in returning or disposing of Customer Data; and
- 16.2.5 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, will not be affected or prejudiced.

## 17. General Terms

- 17.1. Save as provided in clause 15.2.1, any notice required to be given under this Agreement will be sent by email to us at **customer.experience@sage.com** or to you at the email address you provide to us at the point of registration, or such other email address as either party provides during the term of this Agreement. Notices will be deemed to have been received on successful transmission of such emails.
- 17.2. We will not be liable to you for any failure to perform or for any delay in performance under this Agreement to the extent such non-performance or delay is caused by any circumstances beyond our reasonable control, provided that if any period of failure or delay continues for more than 60 days you will be entitled to terminate this Agreement by notice in writing to us. For the purpose of this Agreement you agree that a cyber-attack or breach of cyber security is beyond the reasonable control of Sage, subject to us being able to demonstrate that we acted in accordance with what would be reasonably considered to be best practice by a business accountancy and payroll software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security.
- 17.3. If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.

- 17.4. Any failure by us to enforce any of the terms of this Agreement will not be construed as a waiver of our rights and remedies which are cumulative and are not exclusive of any rights and remedies provided by law.
- 17.5. This Agreement and all up to date Documentation constitute the entire agreement between you and us relating to the Solution, and replaces all documents, information and other communications (whether spoken or written) between us on this subject. We both acknowledge and agree that in entering into this Agreement neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement. Nothing in this Agreement will operate to exclude or limit liability for fraud or fraudulent misrepresentation.
- 17.6. This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this Agreement at any time without your consent.
- 17.7. Nothing in this Agreement is intended to or will operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 17.8. Sage Partners are independent of us and not appointed or authorised by us as our employee, agent or subcontractor. These businesses have no authority (either explicit or implied) to enter into contract or grant any licence or provide any representation, warranty, condition or guarantee with or to you on our behalf, or otherwise commit us to any obligations. We are not responsible for any modifications or mergers made to the Product by you, any Sage Partners or any third parties and we are not obliged to provide Support for such modified or merged Products.
- 17.9. As we are part of a group of companies, our parent company The Sage Group plc may enforce the terms of this Agreement. Otherwise, a person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of it. This means that only us, you and The Sage Group plc can enforce the rights set out in this Agreement.
- 17.10. If you subscribe to the Solution in the UK this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this Agreement.
- 17.11. If you subscribe to the Solution in The Republic of Ireland this Agreement is governed by the laws of the Republic of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this Agreement.





If you'd like this information in another format,  
call Customer Care on **0845 111 66 66** or email  
**access@sage.com** so we can consider your request.



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