



Sage University Terms and Conditions

These are the terms and conditions of supply for, and use of, any Solution (as defined below) purchased and/or accessed through our Website (as defined below) (“**Terms**”).

Please read these Terms carefully because they form a legally binding agreement between you and us. If you don't accept the Terms then you should not access or use any Solution in any way. You indicate your acceptance of the Terms by (i) placing an Online Order (see how to do this below); (ii) clicking to accept these Terms on our Website; (iii) accessing or using any Solution; or (iv) placing an Offline Order.

These Terms may be updated by us at any time. The most recent version can be accessed via www.sageu.com. It is up to you to ensure that you regularly check, read, understand and agree to the most recent version of these Terms as you will be deemed to accept all updates if you continue to access and/or use the Solution.

If you have purchased a Learning Subscription Program, then **Part A** also applies to you. If you have purchased a Methodology, then **Part B** also applies to you.

1. DEFINITIONS

The following words have the following meaning and will apply throughout these Terms (including all Parts). Words specific to only a particular Part of these Terms will be set out in the relevant Part.

“**Acceptance**” means a Communication from us accepting your Order and “accepted” and “accept” will be interpreted in the same way;

“**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity;

“**Agreement**” means these Terms constituting a legally binding agreement between you and us in respect of your purchase and use of any Solution;

“**Authorised User**” means (i) in the case of an Individual Subscription, the individual who Sage has given permission to make use of the Solution; or (ii) in the case of a Corporate Subscription, the organisation who has purchased the Solution and its employees, consultants, contractors and agents who it has given permission to make use of the Solution, and “authorised use” will be construed accordingly;

“**Business Days**” means any day which is not a Saturday, Sunday or Public Holiday in the country in which the Sage Group plc

entity (with whom you have contracted with as set out in Exhibit A) is located;

“**Cancellation Policy**” has the meaning given to it in clause 7;

“**Classroom Course**” means any course which forms all or part of a Solution which is to be delivered at a physical location and attended by Authorised Users in person.

“**Commercial Collateral**” means Documentation specific to a Solution;

“**Communication**” means a communication between you and us by any means including via our Website, facsimile, email or post.

“**Consumer**” – means a person acting for purposes which are outside his or her business;

“**Contract**” means the binding legal agreement between you and us for the use and provision of any Solution as a result of the Acceptance of an Order in accordance with these Terms;

“**Control**” means direct or indirect ownership or control of more than 50% of the voting interests in the subject entity and “**Controlled**” shall be construed accordingly;

“**Corporate Subscription**” means a Subscription for unlimited Authorised Users;

“**Data Processing Addendum**” means our data processing addendum hosted at <https://www.sage.com/en-au/legal/agreements/> (for Australia), <http://www.sage.com/en-sg/legal/eula/> (for Singapore), <https://www.sage.com/en-my/legal/eula/> (for Malaysia) (or such other URL as notified to you by us), as may be amended from time to time;

“**Documentation**” means the materials describing or referring to a Solution made available to you by us from time to time which should be read alongside these Terms, including (but not limited) to order forms, invoices, program guides, methodologies, content on our Website, promotional materials and other documents, guidance and materials;

“**Individual Learning Module**” means a learning module or course that you purchase in accordance with these Terms;

“**Individual Subscription**” means a Subscription for one Authorised User only;

“**Intellectual Property Rights**” means all patents, copyrights, design rights,



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trademarks, service marks, trade secrets, know-how, database rights and other rights of a similar nature (whether registered or unregistered) anywhere in the world;

“**Initial Term**” means any initial term applicable in respect of your Subscription as may be set out in the Documentation;

“**Learning Subscription Program**” means a learning program or membership that you subscribe for in accordance with these Terms (which may include one or more Individual Learning Modules) and more particularly described in the Documentation;

“**Methodology**” means a methodology consisting of learning materials, know-how, template documents and/or toolkits (which may include one or more Individual Learning Modules) and more particularly described in the Documentation;

“**Offline Order**” your contractual offer to purchase a Solution by placing an order with us, which is not an Online Order (whether via our employees, consultants or agents, an online order form, telephone or otherwise);

“**Online Order**” means your contractual offer to buy a Solution from us by placing an order through our Website;

“**Order**” means an Online Order or Offline Order;

“**Part**” means each of Part A and Part B;

“**Personal Data**” has the meaning given to it in the Data Processing Addendum;

“**Privacy Notice**” means Sage’s privacy notice posted on <https://www.sage.com/en-au/legal/privacy-and-cookies/> (for Australia), <https://www.sage.com/en-sg/legal/privacy-and-cookies/> (for Singapore), <https://www.sage.com/en-my/legal/privacy-and-cookies/> (for Malaysia) and/or the Website (or such other URL as Sage may notify to you) and which may be amended by Sage from time to time;

“**Renewal Term**” means any renewal term applicable in respect of your Subscription as may be set out in the Documentation;

“**Sage University Account**” means an active account to access the Website;

“**Solution**” means an Individual Learning Module, Learning Subscription Program or Methodology;

“**Specific Terms**” means any terms and conditions which apply specifically to the

Solution, which are separate from these Terms and may be set out in the Documentation;

“**Subscribed Solution**” means any Solution you have purchased and/or subscribed to pursuant to these Terms;

“**Subscription**” means your subscription to access and/or use a Solution;

“**Subscription Term**” means the term of your Subscription as set out in the Documentation;

“**Taxes**” has the meaning given to it in clause 6.2;

“**Terms of Use**” means the terms and conditions hosted at <https://sageu.csod.com/client/sageu/default.aspx> (or such other URL that Sage’s notifies you of and which may be updated from time to time);

“**Third Party Material**” means any solution, service or functionality made available to you as part of any Solution, which is provided and/or owned by a party other than Sage or its Affiliates;

“**Training Units**” means any training credits or units purchased by you from Sage, or otherwise awarded to you by Sage, the terms of which are governed by separate terms and conditions and/or other arrangements;

“**us**” and “**we**” and “**Sage**” means the Sage Group plc entity with whom you contract with for any Solution as indicated in Exhibit A;

“**Website**” means the Sage University website at www.sage.com and the Sage University portal hosted at <https://sageu.csod.com/client/sageu/default.aspx> and

“**you**” and “**your**” means the individual or organisation who subscribes to, and/or purchases, a Solution.

2. ONLINE ORDERS

2.1 Our Website allows you to buy Solutions. As you might expect, the Solutions on our Website are not intended for everyone and we rely on you to check you are eligible to buy any Solution and that the Solution meet your specific needs before you place any Online Order. By placing an Online Order through our Website, you are representing that:



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- 2.1.1** you are legally capable of entering into legally binding agreements (including this Agreement);
- 2.1.2** you are or the legal age to enter into legally binding agreements; and
- 2.1.3** you are a resident of the country registered or otherwise indicated in your Sage University Account or as you otherwise indicate in your Order. If you are an individual placing an Online Order on behalf of a business or an organisation, you are authorised to place the Order on its behalf.
- 2.2 How to buy Solutions.** The steps you need to take to conclude a Contract with us are:
- 2.2.1 Check variable information**, such as prices. We will display on our Website certain variable information which you will need to know before you place your Online Order, such as the range and descriptions of Solutions and their current prices. This information may also be available outside of our Website, for example, in printed documentation or supplied over the telephone by our sales staff. Please note that this variable information is known as an “invitation to treat” and not a contractual offer from us which you may accept. This means that we reserve the right to correct any errors in that information without any liability to you. You understand that sometimes errors can occur and so we will not be contractually bound to supply you with any Solution on the basis of incorrect information, even if that information is repeated in your Online Order.
- 2.2.2 Make sure you read and understand these Terms**, the Terms of Use, the Data Protection Addendum and the Privacy Notice along with any Specific Terms that are available on our Website, which apply to your use of our Website and to any Online Order you place via our Website. Please ensure you read these documents carefully so you understand what you are agreeing to before you use our Website and/or place your Online Order. If you have any concerns, you should contact us. Please note these Terms will take priority over and exclude any other terms and conditions you try to impose.
- 2.2.3** Please note that the Website is intended for businesses and not Consumers. If you accept the documents referred to above on behalf of a corporate buyer and you are not authorised to do so, you may assume personal liability for the obligations set out in those documents referred to in clause 2.2.2. **If you are a Consumer, please do not place an Online Order.**
- 2.2.4 Complete your Online Order.** Please select the Solution you wish to buy, tell us how you wish to pay and give us any other information we request to enable us to fulfill your Online Order. We can only act on the information you provide to us, so please ensure that all information you provide to us is correct.
- 2.2.5** You may pay for your Solution online by credit card, ask us to send you an invoice (where applicable) or use Training Units. The credit cards we accept are Visa and Mastercard and any others that are set out on our Website. If you choose to pay by credit card, we will charge it when you place your Online Order (see below) and we will check to see whether the transaction is authorised. Our payment card processor may contact you to confirm that your payment has been authorised; this is not an Acceptance of your Order (see below). Where you pay by credit card, we will send, or otherwise make available, to you, a copy invoice for your records. If you ask to pay by invoice, we will send you an invoice, which you must pay in accordance with (i) the terms of such invoice; (ii) any existing agreement between you and us; or (iv) as otherwise indicated by us to you. In some circumstances, we will require payment of our invoice before we make the relevant Solution available to you. If you use Training Units to pay for your Solution, the relevant number of Training Units identified on the Website for the Solution will be deducted from your account.
- 2.2.6** When you have completed your Online Order, you will be shown a copy of your draft Online Order on screen to review. You must check your Online Order carefully to identify any errors and correct them prior to placing your Online Order. Our Website allows you to cancel any draft Online Orders, and to edit any



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details of your Online Order. Once you have finished checking and (if necessary) correcting your Online Order, please print out a copy of the Online Order before you place it. This is for your own records and will help you if you need to contact us about your Online Order.

2.2.7 Place your Order. You may place your Online Order by clicking on the "Place Order" button (or similar). We will acknowledge receipt of your Online Order on our Website and by email, as soon as reasonably possible after you have placed your Online Order. This is not our Acceptance of your Online Order, but a confirmation that we have received your Online Order. You will then need to wait for our Acceptance of your Online Order (see below).

2.2.8 You may receive an acknowledgment from our payment processor advising you whether or not your credit card payment has been authorised. This acknowledgement relates to authorisation of your payment only and is not our Acceptance of your Online Order.

2.2.9 Please note that we are entitled to refuse to accept any Online Order. If that happens, we will let you know as soon as we can.

2.2.10 Wait for our Acceptance of your Online Order. We are only able to accept your Online Order at the time we process it, and once we have processed it, we will send you an email to confirm the details (including the price). This is our Acceptance of your Online Order.

2.2.11 Once we have sent you an Acceptance and entered into a Contract with you as explained above, we will make the Solution available to you via the Website, subject to clause 5 below.

2.2.12 The Contract between us will consist of (1) these Terms (including the Data Protection Addendum and our Privacy Notice); (2) the Terms of Use; (3) any Specific Terms (if relevant); (4) your Online Order; and (4) our Acceptance. There will only be a Contract if all these elements are present. If there is any conflict between these Terms and some of the other documents which form part of the Contract, they will apply in the

following order of priority: the Specific Terms, and then these Terms, and then the Terms of Use, and then our Acceptance and then your Online Order.

2.3 The Solution we supply to you will be subject to any restrictions set out on our Website or in the Contract. If we provide you with a Solution via our Website, you must abide by our Terms of Use and any other applicable terms on our Website. For certain Solutions, you must comply with any terms we notify to you, for example, health and safety regulations for a Classroom Course.

2.4 We will not file the concluded Contract between us online, so you should print out and keep copies of each element of the Contract for your own records. A copy of any Specific Terms will be made available to you with the relevant Solution.

2.5 Price The price of the Solutions will be as set out on our Website from time to time, except in the case of error. The price for any Subscribed Solution will also be confirmed to you in our Acceptance of your Online Order and/or the invoice we send to you in respect of your Online Order

The prices on our Website are exclusive of Taxes and delivery costs (where applicable). Any applicable delivery costs will be as set out on our Website from time to time or in any Documentation. Any invoice relating to your Online Order will show Taxes and delivery costs (where applicable) both as a separate item and as included in the total price.

Subject to our obligation to supply any Solution at the price stated in a Contract, we reserve the right at any time to increase the prices of the Solutions and to change the range of Solutions available. We will try to give you as much notice as we can of changes to the range and any increase in prices.

Our Website contains a large number of Solutions and it is always possible that, despite our best efforts, some of the Solutions listed on our Website may be incorrectly priced. We will normally verify prices as part of our Acceptance procedure so that, where a Solution's correct price is less than our stated price, we will charge the lower amount when accepting your Online Order and making the Solution available to you. If a Solution's correct price is higher than the price stated on our Website, we will normally either contact you for instructions before making the Solution available to you, or reject your Online Order and notify you of



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our rejection. We are under no obligation to provide the Solution to you at the incorrect (lower) price, even after we have sent you our Acceptance, if the pricing error is obvious and unmistakable and could have been reasonably recognised by you as a mispricing.

3. OFFLINE ORDERS

- 3.1 In respect of any Offline Order, you accept these Terms, and a Contract is formed, on the earliest date you (i) tick a box or click on a button (or something similar) to signify your agreement; (ii) access or use the Solution or Commercial Collateral; (iii) execute an order than incorporates these Terms; (iv) sign a copy of these Terms; or (v) receive an invoice as part of the Documentation.

4. BENEFITS OF SOLUTIONS

Benefits and other support available to you in respect of the Solution are set out in the Documentation.

5. AVAILABILITY AND DELIVERY OF SOLUTIONS

- 5.1 We aim to fulfill your Order within 3 working days, or if not, within a reasonable period following your Order or as otherwise confirmed in the Documentation, unless there are exceptional circumstances. If we cannot fulfill your Order within a reasonable period, we will inform you at the time you place the Order by a note on the relevant web page or by contacting you directly after you place your Order. Time is not of the essence for the Contract, which means we will aim to fulfill your Order within any agreed timescales but this is not an essential term of the Contract and we will not be liable to you if we do not do so.
- 5.2 Subscribed Solutions are made available to you via the Website and in order to access the Website you must have a Sage University Account. If you have a Sage University Account, you can login to the Website to access and/or use the Solution. If you do not have a Sage University Account at the time of entering into the Contract, you authorise us to create an account for you and enter your details into such account and accept the Terms of Use on your behalf. Once your Sage University Account is set up and you have received confirmation of successful registration, you will be able to login to the Website and access and use your Subscribed Solution(s). Alternatively, we may require you to set up your own Sage University Account via the Website. If so, any failure to set up a Sage University Account may lead to an inability to access

and use your Subscribed Solution(s) and we will not be liable to you in respect of such failure.

6. FEES AND PAYMENT

- 6.1 The fees payable, and associated payment terms, in respect of any Solution will be set out in the Documentation. Fees are subject to change at our discretion but will be take reasonable steps to notify you in advance and will not apply retrospectively to increase the amount paid for the remainder of any Initial Term or Renewal Term (as appropriate). Payment obligations are non-cancellable and fees paid are non-refundable unless provided otherwise in this Agreement, the Cancellation Policy or the Commercial Collateral.
- 6.2 Our fees do not include any taxes, duties or similar governmental assessments of any nature, including, for example, VAT, GST, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes that may be associated with the fees payable under this Agreement.
- 6.3 From time to time, Sage may offer you promotions, trials and/or discounts in respect of a Solution and full details of the terms applicable will be set out in additional documentation Sage provides to you. At the end of any promotion, trial or discount period, you will automatically be charged our standard pricing for the Solution (unless Sage informs you otherwise).
- 6.4 While you understand that Sage has other rights and remedies, you agree that if any payment due to Sage is paid after the due date, Sage may charge you interest at a rate of 4% per annum above Lloyd's Bank's base rate from time to time, from the due date until the date of actual payment, and interest shall accrue before as well as after judgement and any part payment. You also agree to reimburse Sage for any costs (including our own and third party costs as invoiced by the relevant third party provider) Sage incurs in recovering outstanding sums due to Sage from you.
- 6.5 For the purposes of clause 14, failure to pay the fees when due constitutes a material breach of this agreement and we may terminate the Contract in accordance with clause 14 and/or suspend your access to, or the performance of, any Subscribed Solution.
- 6.6 In the event you fail to pay the fees for any Subscribed Solution when due, we may offset any payment due from you against



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any fees payable by us to you (whether under this Agreement or otherwise).

7. RETURNS AND CANCELLATIONS

The Sage University cancellation policy ("**Cancellation Policy**") hosted on the Website shall apply in respect of any Order.

8. OWNERSHIP OF THE SOLUTION

You acknowledge that we (or our Affiliates or licensors, as applicable) own all Intellectual Property Rights in the Solutions. You may only use a Subscribed Solution and any Commercial Collateral in accordance with this Agreement and you are not granted any other right or licence in relation to the Intellectual Property Rights in any Solution or Commercial Collateral.

If a third party successfully claims that a Subscribed Solution breaches that third party's Intellectual Property Rights, we will be entitled to replace the Subscribed Solution (or the part in question), re-supply the Subscribed Solution free of charge or, at our discretion, refund to you the price of the Subscribed Solution (or a proportionate part of the price), but we are not accountable to you in any other way. In particular, we will not be responsible for any defects or Intellectual Property Rights claims arising from your customisation of the Subscribed Solution or your other instructions.

9. THIRD PARTY MATERIAL

Please note that some Solutions may contain Third Party Material. The contract to use such Third Party Material will be between you and the third party provider, not between you and us, and will be subject to their terms and conditions. You should read those terms and conditions carefully to check you understand and can comply with them.

We may also provide links on our Website to the websites of third parties. We do not control those third parties and so we cannot promise that Third Party Material or websites of third parties, will be of satisfactory quality, and we do not give any promise about those third parties or their websites or Third Party Material. We will notify you when a third party is involved in a transaction, and we may disclose your information related to that transaction to the third party seller.

10. WHAT HAPPENS IF THINGS DON'T GO AS PLANNED?

10.1 If there are any Specific Terms for any Solution, those Specific Terms may set out what happens if things don't go as planned

and, if they do, the Specific Terms will take priority over these Terms. If not, this cause 10 will apply.

10.2 We will always try to ensure that our Solutions meet the standards we have promised and that you can use them in your business. However, because of the wide range of Solutions we provide, sometimes things may go wrong. If we are at fault, we will always try to resolve any problems we have caused and we accept liability for the following where, and to the extent that, such loss or damage is caused by our negligent act or omission, breach or default:

- death or personal injury;
- direct physical loss or damage to your tangible property up to an amount in total of the total price paid for the Subscribed Solution which directly caused that damage to property as set out on your accepted Order; and
- direct loss or damage, other than that governed by the two bullet points above or the paragraph immediately below, up to an amount in total of the price paid for the Subscribed Solution.

However, you understand that we cannot always envisage or avoid all problems and, apart from as set out above, we will not be liable under or in relation to the Agreement or its subject matter for any other liability, loss or damage (whether arising due to negligence, breach of contract, misrepresentation, or for any other reason excluding fraudulent misrepresentation (in the unlikely event that this should happen)). This means, for example, that we are not liable for:

- any inaccuracies, errors or omissions in information in any Solution or on our Website;
- any loss or damage arising from the use of your credit on our Website;
- any delay in providing or failing to supply any Subscribed Solution;
- to the maximum extent permitted by applicable law, any indirect, special, exemplary, incidental, punitive or consequential damages arising from breach of warranty, breach of contract, negligence, or any other legal cause of action and whether or not we have been advised of the possibility of such damages (including but not limited to any loss of profits, loss of business, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of customers, loss of, or loss of use of any software or data,



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loss of use of any computer or other equipment or plant, wasted management or other staff time).

- 10.3** Except as set out in these Terms or any Specific Terms, **we exclude all representations and warranties, express or implied, in relation to any Solution to the fullest extent permitted by law.**
- 10.4** Subject to clause 10.2, our total liability, whether in contract, tort (including negligence) or otherwise in connection with these Terms, shall in no circumstances exceed 100% of any fees paid by you to us for the relevant Solution in the 12 months preceding the date on which the liability arises.
- 10.5** You and we agree that should any sentence or paragraph which limits liability contained in this Agreement be held to be invalid under any applicable legislation or rule of law, it will be deemed deleted, but if as a result of it being deleted we become liable for loss or damage which would otherwise have been excluded or limited, our liability will be subject to the other applicable limitations and provisions set out in these Terms.
- 10.6** If you buy any Solution from a third party seller through our Website, the seller's liability will be set out in the seller's relevant terms and conditions.

11. THE SOLUTION AND COMMERCIAL COLLATERAL

- 11.1 License grant.** Subject to these Terms and payment of applicable fees, Sage hereby grants you and your Authorised Users a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited license to access, view, evaluate, and use the Subscribed Solution(s) and any Commercial Collateral, for your internal business purposes only.
- 11.2 Restrictions.** Except and unless expressly permitted in these Terms or in the relevant Documentation, you may not: reproduce, alter, enhance, modify, prepare derivative works of, display, publish, disclose, distribute, rent, sublicense, lease, sell, transfer, assign or otherwise use any Solution or any Commercial Collateral, in whole or in part. Without limiting the foregoing, you are expressly prohibited (unless otherwise stated in these Terms or approved by Sage) from downloading, placing or installing all or any portion of any Solution or Commercial Collateral on any electronic media (except for (i) in the case of an Individual Subscription, the one computer at your principal place of business to which

the Subscribed Solution and any Commercial Collateral is delivered; or (ii) in the case of a Corporate Subscription, any computers or networks at your principal place of business), including but not limited to, computers, external hard drives, local or wide area networks, timesharing services, multiple processing units, multiple site arrangements, service or software rental bureaus, list servers, online services, electronic bulletin boards or forums, World Wide Web sites or any other server that is Internet enabled.

- 11.3** By accepting these Terms, we give you the right to use the Subscribed Solution and any Commercial Collateral in the way described in these Terms and the Documentation. You may not use such Subscribed Solution and any Commercial Collateral in any other way.
- 11.4** Your right to use any Subscribed Solution and any Commercial Collateral is not exclusive, which means that we may grant the same and similar rights to others.
- 11.5** Subscribed Solutions and Commercial Collateral may only be used by Authorised Users.
- 11.6** Authorised Users can only access a Subscribed Solution and any Commercial Collateral for the duration of the Subscription Term for the relevant Subscribed Solution. After this time, Authorised Users will not be able to access and/or use the Subscribed Solution and any Commercial Collateral (save in respect of a Classroom Course, which may be attended by Authorised Users after the expiry of the Subscription Term so long as they are registered to attend prior to such expiry and the Classroom Course falls on a date within 6 months of such expiry).
- 11.7** Except as otherwise set out in these Terms or any Documentation, you may make a preapproved number of print copies (provided that you reproduce all copyright and other restricted rights notices on all visible or tangible copies) of any material forming part of a Solution or Commercial Collateral (where such material is made available by Sage for printing) for your internal purposes only and solely in conjunction with the applicable Solution. Such preapproved number will be confirmed in the Documentation and in the absence of such confirmation, no print copies may be made.
- 11.8** You warrant that you, and all other Authorised Users, will:



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- 11.8.1** not use any Solution and any Commercial Collateral in any way other than as set out in these Terms;
- 11.8.2** not allow anyone else to access or use any Solution and/or any Commercial Collateral in any way, or give anyone else any right (of any kind) to access, distribute, alter, copy, use or benefit from any part of any Solution and/or Commercial Collateral in any way;
- 11.8.3** not use any Solution and/or Commercial Collateral to help you develop your own training course, learning materials, learning program or methodology;
- 11.8.4** not use introduce any viruses or harmful technology into any Solution or the Website; or
- 11.8.5** not transfer any part of any Solution and/or Commercial Collateral to any other person or organisation. For example, you cannot sell any Solution and/or Commercial Collateral. If you become insolvent, an insolvency practitioner may not pass on or transfer any Solution and/or Commercial Collateral or your inclusion as an Authorised User of any Solution as part of your assets.
- 11.9** If we believe that the way you or any other Authorised User uses any Subscribed Solution and/or the Commercial Collateral may breach any part of these Terms, we reserve the right to terminate this Agreement.
- 11.10 Rights of Audit.** Without prejudice to any other rights or remedies which we may have, if we reasonably suspect that you have breached clause 11 of these Terms, then we (or our third party representatives) shall have the right to audit your activity. You will allow us (or our third party representatives) to access your relevant offices for the purposes of conducting such an audit, which may take place during the Subscription Term for the Subscribed Solution and for a period of one (1) month thereafter. If, after the completion of such an audit, we determine that you have breached clause 11 of these Terms then this will be deemed as a material breach of this Agreement and we may immediately terminate this Agreement. Any outstanding fees in respect of the Subscribed Solution will immediately become due.
- 11.11 Warranties.** We warrant that your use of any Subscribed Solution and Commercial Collateral will not infringe the rights of any third party. In the event of any breach of this clause 11.11 by us, then we will either provide a replacement Subscribed Solution and/or Commercial Collateral to correct the problem or refund the fees you paid. If we give you a refund, you will no longer be an Authorised User of the Subscribed Solution.
- 11.12** You agree that all Solutions and any Commercial Collateral are informative in nature based on our understanding of the subject matter at the time and are not advisory or intended to be relied upon by you. You should independently verify any information provided in any Solution and any Commercial Collateral before relying on it.
- 11.13** We do not warrant or guarantee (or give any other assurances whatsoever) that:
- 11.13.1** the Solution and/or Commercial Collateral will meet your individual needs;
- 11.13.2** there will be no interruptions in your use of the Solution and/or Commercial Collateral;
- 11.13.3** the Solution is compatible with your web browser or computer, internet or network set up;
- 11.13.4** you will get particular results from the Solution and/or Commercial Collateral; and
- 11.13.5** the standard of the results you will get from using the Solution and/or Commercial Collateral.
- 11.14** You are solely responsible for obtaining and maintaining your internet and network connections and any associated problems are your responsibility.
- 11.15** We will take reasonable steps to make sure that any Solution is free from viruses but we cannot guarantee this. We recommend that you use your own virus protection software as we will not be responsible for any loss or damage caused by any viruses or other harmful technology that may infect your computer systems, data or other material owned by you.
- 11.16** From time to time, we may temporarily suspend access to any Subscribed Solution for maintenance, repairs or other reasons. We will try and do this outside of normal business hours and provide advance notice but that might not always be possible.
- 11.17** Clause 11.11 describes all of our commitments relating to any Subscribed Solution and/or Commercial Collateral.



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Unless this Agreement states otherwise, we are not bound by any other contract terms, warranties, guarantees or any other type of promise relating to any Solution and/or Commercial Collateral. If, by law, a particular term, warranty, guarantee or other promise relating to a Solution and/or Commercial Collateral would automatically be included in these Terms, we will only be bound by that term, warranty or promise to the extent set by law.

11.18 Remedies. You acknowledge that all Solutions and Commercial Collateral (and the licensed materials contained therein) are highly proprietary in nature and that unauthorised copying, modifying, transferring, selling, distributing, displaying, publishing, preparing derivative works, or other use may cause Sage and/or its suppliers irreparable injury that cannot be adequately compensated for by means of monetary damages. Any breach of these Terms by you, or any third party, may be enforced by Sage, its Affiliates and/or any of its suppliers who may seek equitable relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies.

12. SUPPORT

12.1 During the Subscription Term, we may give you technical support (although there may be times where we are unable to do this) covering problems you may have using any Subscribed Solution. We may provide this by telephone, email, web-chat, remote assistance (where we will access your account online) or self-help online support. You grant us the right to access your systems to provide such support (and you shall ensure that we will have access to your systems so that we may provide you with support). If we do not have this access we may not be able to provide you with support.

12.2 We will not at any time give you technical support or other assistance for any Third Party Material.

13. CHANGES AND UPDATES

13.1 We may release enhancements or provide additional features to any Subscribed Solution ("**Updates**"). The frequency and how we provide any Updates to you will be at our discretion. We will tell you when we are going to provide such Updates via a notification on the Website or by sending an email to you.

13.2 We may modify any Subscribed Solution from time to time but will not change its fundamental nature, except as permitted by

these Terms. We will use reasonable efforts to notify you of any significant changes to a Subscribed Solution.

13.3 We may terminate a Subscribed Solution in whole or part or modify it or the terms on which it is provided if all or part of that Subscribed Solution: (i) becomes illegal or contrary to any law, regulation, guideline or request of any regulatory authority; or (ii) depends on an agreement between Sage or any of its Affiliates and a third party, and that third party agreement or the third party's materials or other input is modified or terminated.

13.4 We may obsolete a Subscribed Solution on at least 90 days prior notice and we will have no obligation to provide or support the obsolete Subscribed Solution at the end of such notice period. In such circumstances, you shall be entitled to terminate your Subscription and receive a pro rated refund of the fees paid for the Subscription.

14. TERM AND TERMINATION FROM THE PROGRAM

14.1 Subscription Term. This Agreement will commence on the date your Order is Accepted by Sage and, subject to earlier termination in accordance with these Terms, shall continue for the Subscription Term.

14.2 Without prejudice to any rights that have accrued under these Terms or any other rights or remedies, Sage may terminate this Agreement and your access and use of any Subscribed Solution (and, if relevant, participation in any Learning Subscription Program) without cause upon providing not less than 90 days' notice. If Sage terminates in accordance with this clause, Sage will provide you with a pro-rated refund of any prepaid fees for the Solution.

14.3 Without prejudice to any rights that have accrued under these Terms or any other rights or remedies, either party may terminate this Agreement and ultimately your right to access and use the Solution immediately on written notice to the other:

14.3.1 if the other party (the "**Defaulting Party**") commits a material breach of these Terms and (if such breach is remediable) fails to remedy that breach within a period of fifteen (15) Business Days after being notified by the other party to do so; or

14.3.2 if the Defaulting Party repeatedly breaches any of these Terms in such a manner as to reasonably justify the opinion that the Defaulting Party's



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conduct is inconsistent with the intention or ability to give effect to these Terms; or

14.3.3 if the Defaulting Party becomes the subject of a petition in bankruptcy or other proceedings relating to insolvency or makes an assignment for the Program benefit of creditors; or

14.3.4 if the Defaulting Party suspends or ceases, or threatens to suspend or cease, to trade; or

14.3.5 if there is a change of Control of the Defaulting Party.

14.4 If any additional circumstances permitting termination of the Agreement are described in the Documentation, either party may terminate the agreement in the manner described in such Documentation

15. EFFECT OF TERMINATION

15.1 Where the Agreement and your right to access and use any Subscribed Solution is terminated, you will:

15.1.1 cease to access and/or use the Subscribed Solution (and, if relevant, participate in the relevant Learning Subscription Program) and will not receive any benefits associated with it;

15.1.2 cease the use of, uninstall and return to Sage the Subscribed Solution (as applicable);

15.1.3 all payments owed to Sage shall immediately become due and payable; and

15.1.4 destroy and/or return to Sage (at our election) all of our Commercial Collateral (as applicable).

15.2 Termination of the Agreement will not affect any accrued rights or liabilities of either party or the coming into force or continuance in force of any provision of these Terms which is expressly or by implication intended to come into force or continue in force on or after termination. You may be subject to additional obligations upon termination as set out in Documentation.

16. MODIFICATIONS OF THESE TERMS

We may, at our sole discretion, modify these Terms (including its related or relevant Commercial Collateral). We may notify you that we have modified these Terms (or its related or relevant Commercial Collateral) by letting you know that we have done so,

however it is up to you to ensure you regularly check, read, understand and agree to the most recent versions as you will be deemed to accept all updates if you continue to access and use the Solution.

17. CONFIDENTIAL INFORMATION

Please be aware that, with the exception of credit card numbers and the information we specifically request of you to enable us to fulfill your Order, we do not wish to receive any information of a confidential or proprietary nature from you through our Website. Any such information you send to us will be deemed by us not to be confidential in nature and you will have granted us an irrevocable licence to use, display, modify, transmit or distribute such information in any manner we decide. To learn more about how we deal with personal information, such as names and addresses, see clause 19 and our Data Processing Addendum.

18. YOUR INTELLECTUAL PROPERTY RIGHTS

18.1 During the Subscription Term and for a period of 12 months thereafter, you grant to Sage a non-exclusive, royalty-free, worldwide, sub-licensable license to use your names, logos and trademarks in relation to your Subscription and/or use of any Subscribed Solution (including for marketing purposes).

18.2 You grant Sage a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into any Solution and/or Commercial Collateral, any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the Solution and/or Commercial Collateral.

19. PRIVACY

We will process any Personal Data we receive from you (for example, names and addresses) in accordance with the Data Processing Addendum and the Privacy Notice and you agree to comply with the terms of such Data Processing Addendum and Privacy Notice.

20. EVENTS OUTSIDE OUR CONTROL

Sometimes things happen that are outside our reasonable control, for example, acts of God, adverse weather conditions, strikes and industrial action and failure of our suppliers. Because these things are outside our reasonable control, we will not be liable or responsible for any failure to perform, or



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delay in performance of, any of our obligations under this Agreement that is caused by such events. Our performance under this Agreement will be suspended for the period of time that the event occurs and we will have an extension of time for performance for the duration of that period of time. We will, of course, try to find a solution to help us to perform the our obligations under this Agreement wherever possible.

21. COMPLIANCE

21.1 Export Control. You will not export, directly or indirectly, any technical data acquired from Sage pursuant to these Terms or any Solution utilizing any such data to any country for which the U.S. Government or the government of a Partner State of the European Union or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval. You shall be solely responsible for obtaining, and maintaining in full force and effect, all licenses, permits and authorizations required to enable you to perform your obligations under these Terms.

21.2 You may be subject to import duties and taxes, which are levied once you receive a Subscribed Solution in your location. You will be responsible for all such any import duties and taxes or any additional charges for customs clearance. Customs policies vary widely from country to country, so you should contact your local customs office for further information.

21.3 Compliance with Laws. You will, and will procure that all other Authorised Users will, comply with all applicable laws in connection with the your use of any Subscribed Solution.

21.4 Anti-Bribery and Corruption; You will and will ensure that all Authorised Users and any other persons associated with you:

21.4.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including without limitation, the Bribery Act 2010, Prevention of Corruption Acts 1889 – 2010, the U.S. Foreign Corrupt Practices Act, as amended, and the rules and regulations thereunder (the “**Relevant Requirements**”);

21.4.2 not engage in any activity, practice or conduct which would constitute an offence any of the Relevant Requirements;

21.4.3 not do, or omit to do, any act that may lead Sage or any Sage Affiliate to be in breach of any of the Relevant Requirements;

21.4.4 promptly report to Sage any request or demand for any undue financial or other advantage received by you in connection with your capacity as an Authorised User of any Subscribed Solution;

21.4.5 have and maintain in place throughout your authorised use of any Subscribed Solution your own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

21.4.6 if requested, provide Sage with reasonable assistance, to enable Sage to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements.

21.5 You shall indemnify, defend, and hold Sage harmless against any claims, losses, damages, liabilities, expenses and costs (including, without limitation, reasonable attorneys’ fees and other legal costs) made against, incurred by, or awarded against, Sage as a result of breach of clause 21.4 by you or any persons associated with you.

21.6 You will promptly notify Sage if, at any time whilst you are an Authorised User of any Subscribed Solution if your circumstances, knowledge or awareness changes such that you would not be able to repeat the warranties set out in clause 21.4 at the relevant time..

21.7 Sanctions. You shall, at all times during the Subscription Term (i) conduct your business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU sanctions; (ii) neither you nor any of your Affiliates or Authorised Users is named on any “denied persons list” (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor are you or any of your Affiliates or Authorised Users owned or controlled by a politically exposed person; and (iii) you have and shall maintain throughout the term of this Agreement appropriate procedures and controls in place to ensure and be able to demonstrate your compliance with this Section 20.7. You shall not permit any person (including Authorised Users) to access and/or use any Subscribed



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Solution in violation of any U.S. export or sanctions law or regulation or in any Restricted Territories. Such access and/or use is not permitted by us and shall constitute a material breach of this Agreement, and where we are aware of or suspect you (or any of your Authorised Users) to be accessing, using, permitting or otherwise facilitating such access and/or use in any Restricted Territory in breach of such laws or regulations, we may immediately suspend your use of any Subscribed Solution to the extent that we consider necessary without prior notice, and we shall promptly notify you of such suspension and investigate any potential breach. You will promptly notify us if either you or any of your Affiliates or Authorised Users has violated, or if a third party has a reasonable basis for alleging that you or any of your Affiliates or Authorised Users has violated, this clause 21.7.

- 21.8** In the event that we have grounds to suspect that you or your Authorised Users are accessing and/or using any Subscribed Solution in violation of clause 21.7, you shall provide us with your full cooperation and assistance in respect of the access and/or use of the Subscribed Solution and in respect of your compliance with clause 20.7.

22. THIRD PARTY BENEFICIARIES

You acknowledge and agree that Sage's Affiliates and licensors are third party beneficiaries of these Terms, with the right to enforce the obligations set forth in these Terms. There are no other third party beneficiaries of this Agreement.

23. INDEPENDENT INVESTIGATIONS

You acknowledge that you have read this Agreement and have had an opportunity to consult with your own legal advisers if it so desired, and you agree to all of the terms and conditions of this agreement. In interpreting this Agreement, no weight shall be placed upon the fact that this Agreement has been drafted by Sage. You understand that Sage may at any time (directly or indirectly) provide benefits on terms that may differ from those contained in this Agreement or operate a business that is similar to or competes with your business. You are also aware that Sage reserves the right to offer separate and different promotional and/or incentive arrangements to its suppliers, key customers and other third parties. You have independently evaluated the desirability of obtaining and being an Authorised User of any Subscribed Solution and you not relying on any representation, guarantee, or

statement other than as set forth in this Agreement.

24. GENERAL

- 24.1** This Agreement and any document expressly referred to in it constitute the whole agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, relating to the purchase of any Solution. You and us acknowledge that, in entering into this Agreement neither you or us relies on any statement, representation, undertaking or promise of any person ("**Representation**"), except as expressly stated in this Agreement. Both you and us agree that the only rights and remedies available to you and us arising out of or in connection with any Representation, will be for breach of contract as provided in this Agreement, although this does not limit or exclude any liability for fraud.

- 24.2** Any notice which is given under this Agreement will be given either by Communication (which, if the notice is given by us, includes by posting notices on our Website), or if by you, by pre-paid recorded delivery, addressed to us at the address in this Agreement (see section 1 above) and, if by us, by first class post addressed to you at the address on your Order or otherwise notified to us. Legal proceedings must be served by first class post or pre-paid recorded delivery only and, if to us, addressed to our Legal Team.

- 24.3** Any Communication, including your Order, our acknowledgement of receipt of your Order and our Acceptance will be deemed to be received when the party to whom the Communication is addressed is able to access it.

- 24.4** If a court or other competent authority rules that any of the terms of this Agreement are void or unenforceable in whole or part, the other terms and the remainder of the void or unenforceable term will still be valid.

- 24.5** If we fail to exercise or delay in exercising a right or remedy provided by this Agreement or by law that does not mean we give up those or any other rights or remedies. We reserve the right to exercise those rights or remedies in the future.

- 24.6** This Agreement is binding on you and us and on our respective successors or assigns. You may not transfer this Agreement, or any of your rights or obligations arising under it, to any other person without our prior written consent. We may transfer a Contract, or any of our rights



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or obligations arising under it, to any other person at any time during the Subscription Term.

- 24.7** We may perform any of our obligations or exercise any of our rights ourselves or through any third party provider.
- 24.8** Except as set out in clause 22, any person who is not a party to this Agreement or a Contract will have no rights to enforce any term of this Agreement.
- 24.9** This Agreement will be governed by and construed in all respects in accordance with laws applicable in your principal place of as set out in the column titled 'Governing law' in Exhibit A. We and you agree that the courts of the country (or state) set out in the column titled 'Court of jurisdiction' in Exhibit A will have exclusive jurisdiction to settle any claims or proceedings relating to this Agreement or its subject matter.
- 24.10** The parties expressly agree that this Agreement and all other documents shall be in the English language.
- 24.11** The following clauses shall apply in Australia only:

In acting under this Agreement, each party will comply with all obligations imposed on it by any applicable privacy laws, rules and regulations, including The Australian Privacy Act, 1988 (Cth) and the associated Australian Privacy Principles, and will ensure that it has, maintains and complies with a privacy policy providing disclosures, as required by applicable law, of its privacy practices. Sage's general privacy policy can be found at <https://www.sage.com/en-gb/legal/privacy-and-cookies/> and applies to all services, unless the log-in page of specific services incorporates a separate privacy policy, in which case such policy applies to such services.

Under the Australian Consumer Law (ACL), consumers have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services. Nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including ACL) and which by law cannot be excluded, restricted or modified. To the extent permitted by law, and subject to clauses 10.2 and 10.4, if we fail to comply with a statutory guarantee which by law may not

be excluded, then to the extent the law permits us to limit our liability in respect of such failure, our liability, is limited to: (i) in the case of goods, replacement or the cost of replacing the goods or supply of equivalent goods or repair or the cost of repairing the goods, or (ii) in the case of services, supplying the services again or payment of the cost of having the services supplied again.



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PART A – LEARNING SUBSCRIPTION PROGRAM

If you have purchased a Learning Subscription Program then this **Part A** applies to you.

1. YOUR PARTICIPATION IN A LEARNING SUBSCRIPTION PROGRAM

1.1 Your continued participation in any Learning Subscription Program is at all times subject to your timely payment of all applicable fees. Additional fees may be payable in respect of training, certification and other Solutions you receive from Sage as agreed by you and as detailed in this Agreement and/or Documentation.

1.2 Your continued participation in any Learning Subscription Program following notice of any modifications will constitute your binding acceptance of the changes. If any modifications are unacceptable to you, your only recourse is to terminate this Agreement within thirty (30) days of such notice. In such event, your enrollment in the program shall be cancelled, and your sole and exclusive remedy will be a pro rata refund, upon your written request, of fees prepaid by you as of the date of such termination.

2. CHANGES TO YOUR SUBSCRIPTION

2.1 You may upgrade the level of your Subscription in respect of a Learning Subscription Program at any time during the Subscription Term and shall pay the additional fees for any such upgrade as set out in the Documentation.

2.2 You shall not be permitted to downgrade the level of your Subscription during the Initial Term or a Renewal Term but may do so at the end of the Initial Term or Renewal Term so that the downgrade is effective from the start of the proceeding Renewal Term. Any changes in fees for the downgraded Subscription in respect of proceeding Renewal Term will be set out in the Documentation and notified to you.

PART B – METHODOLOGY SUBSCRIPTION

If you have purchased a Methodology then this **Part B** applies to you.

1. METHODOLOGY DISTRIBUTION

1.1 During the Subscription Term, you may, print, modify and/or distribute to End Customers all or any part of any Methodology you have subscribed for as is specifically stated in the Documentation (for example, our Stream Methodology allows you to print and distribute template

documents to your customers) subject to any reasonable restrictions and instructions imposed by Sage. You must not otherwise distribute any part of any Methodology to any third party at any time. For the avoidance of any doubt, if the Documentation does not state that you are permitted to print, modify and/or distribute all or part of any Methodology to End Customers, you shall not be permitted to do so.

1.2 Upon expiry of the Subscription Term, you must not modify or distribute all or part of any Methodology to End Customers pursuant to clause 11.2 of this Agreement.

2. METHODOLOGY LIMITATIONS

2.1 You acknowledge that we do not provide financial, tax or legal advice and that any Methodology (particularly toolkits and template documents which form part of the Methodology) should not be used as a substitute for professional advice. We do not warrant, guarantee or give any other assurances that any Methodology complies with all applicable laws or that it will meet your needs or requirements and you should not rely on any Methodology for your business needs or the needs of any of your customers without taking independent professional or specialist advice first.

2.2 We are not responsible for any loss, damage or cost resulting from any decisions that are made in reliance of any Methodology, including financial, tax, legal, compliance and/or risk management decisions. You agree that you use the Methodology at your own risk.



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EXHIBIT A

Reference to the term “Sage” in this Agreement means the Sage Group plc entity with whom you have an existing contractual relationship, or if you do not have an existing relationship, the Sage Group plc entity based on the location of your principle place of business, as indicated in the table below, or as otherwise indicated to you in any Documentation:

Your principle place of business	Sage Group plc entity	Address for notices	Governing law	Court of jurisdiction
United Kingdom	Sage (UK) Limited (CRN: 01045967)	North Park, Newcastle upon Tyne, England NE13 9AA	English	England
Ireland	Sage Hibernia Limited (CRN: 300549)	One Central Park, Leopardstown, Dublin 18	Irish	Ireland
Deutschland	Sage GmbH	Franklinstraße 61-63 60486 Frankfurt am Main Germany	German	Frankfurt am Main, Germany
Schweiz/Suisse	Sage Schweiz AG	Platz 10, 6039 Root D4, Switzerland	Swiss	Lucerne
Austria	Sage GmbH	Stella-Klein-Low-Weg 15, 1020 Vienna, Austria	Austrian	Vienna
Poland	Sage sp. z o.o.	Aleje Jerozolimskie 132, 02-305 Warsaw	Polish	Warsaw
Spain	Sage Spain SL	Moraleja Building One - Planta 1 Parque Empresarial de La Moraleja Avenida de Europa no19, 28108 Alcobendas Madrid Spain	Spanish	Madrid, Spain



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Portugal	Sage Portugal Software SA	Edifício Olympus II, Av. Dom Afonso Henriques, 1462, 4450-013 Matosinhos, Portugal.	Portuguese	Porto
United States Caribbean countries Latin and Central America	Sage Software, Inc.	271 17 th Street NW, Suite 1100 Atlanta, GA 30363	Georgia	State of Georgia, Fulton County (without reference to its conflicts of law principles)
Canada	Sage Software Canada Ltd	111 – 5th Avenue SW, Suite 3100-C Calgary, Alberta T2P 5L3 Canada	Ontario	Ontario
France	Sage SAS	10 Place de Belgique 92250 La Garenne-Colombes Paris France	French	Tribunal de Commerce de Paris
Belgium	Sage SA	Buro & Design Center Esplanade 1 1020 BRUSSELS Belgium	Belgium	Bruxelles (with any litigation being conducted in French only)
Morocco	Sage Software	Tour Crystal 1 Niveau 9 Bd Sidi Mohamed Ben Abdellah Casablanca 20030	Moroccan	Casablanca



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		Morocco		
South Africa Africa	Sage South Africa (Pty) Ltd	Sage Technology Park, 102 Western Services Road, Gallo Manor Ext 6, Johannesburg 2191 South Africa	South African	Johannesburg
Middle East	Sage Software Middle East FZ-LLC	Office 116-120 Building No.11 Dubai Internet City Dubai	English	England
Malaysia	Sage Software Sdn Bhd	Suite 1-B, Level 6, Block 1B, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia	Singapore	Singapore
Singapore	Sage Software Asia Pte Limited	Asia Square, Tower 2, 12 Marina View, #25-02/03, 018961	Singapore	Singapore
Australia	Sage Software Australia Pty Ltd	Level 11, Zenith Tower B, 821 Pacific Highway Chatswood NSW 2067	Australian	New South Wales
Any other location not determined above:	At the time of contracting, Sage will notify you of the relevant Sage Affiliate, its address, the governing law and jurisdiction applicable			