

## Sage Business Cloud Accounting Terms and Conditions

### 1. Introduction

Welcome to Sage Business Cloud Accounting (hereinafter referred to as “Accounting”), an online application designed to make your work life easier. If you are domiciled in the United States this solution is supplied by and you are contracting with Sage Software, Inc., a Virginia corporation; or if you are domiciled in Canada this solution is supplied by and you are contracting with Sage Software Canada Ltd., an Ontario corporation. Either party may be referred to as “Sage”. Your access to and use of any and all Accounting versions and/or editions (including Accounting mobile apps) is governed by and subject to the following terms and conditions (the “Terms”). The Terms may be updated from time to time without notice to you; however, you can review the most current version of the Terms at any time at:

<http://www.sage.com/us/sage-one> for US editions and <http://www.sage.com/ca/sage-one> for Canadian editions by selecting the Terms and Conditions link. Certain services will be subject to additional posted licenses, purchase or subscription terms, guidelines, or rules that may be modified from time to time. By checking the box entitled “I have read and accepted [or ‘I accept’] the terms and conditions” and clicking “Sign up,” “Create an account,” or “Sign up/in with Google” on the Accounting registration page or by using Accounting, you acknowledge that you have read, understand and agree to be bound by the Terms. If you do not agree with the Terms, exit the registration form and your access to Accounting will terminate.

### 2. Sage's Provision of Accounting

2.1. Sage will provide you access to Accounting in accordance with these Terms. If you are accessing Accounting through a “paid user,” “mobile app only user,” “free trial user,” or “free user” account, you will have full access to the features of the respective Accounting version and/or edition while your account is active. Each “paid user” account holder can invite others to participate or collaborate in projects or tasks originating from the “paid user” account, if such feature is an applicable feature of the respective Accounting version and/or edition. If you have been invited to use Accounting by a “paid user” account holder and access Accounting through an “invited user” account, depending on the role assigned, you will have limited access to the features of the respective Accounting version and/or edition.

2.2. If you breach any of these Terms, as determined by Sage in its sole discretion, you agree that Sage may disable access to your Accounting account (“Your Account”); and you may be prevented from accessing Accounting or your account details, data, or other material that you submit, post, or display on or through Accounting (collectively “Your Material”) that become part of Your Account.

2.3. If Sage discovers that Your Material violates these Terms or applicable legal agreements, laws, regulations or policies, You agree that Sage may remove Your Material from Your Account at its sole discretion.

2.4. Sage makes no promises as to the availability of Your Material or Accounting or the functionality of Accounting.

### 3. Your Use of Accounting

3.1. In order to access Accounting, you will be required to provide information about yourself such as (but not limited to) your name, address, and billing details (if applicable). You agree that any such information you provide to Sage will always be accurate, correct, and up to date.

3.2. You agree that you are solely responsible for (and that Sage has no responsibility to you or to anyone else for) your use of Accounting, Your Material, your breach of any obligations under the Terms, and for the consequences (including loss or damage of any kind which you or Sage may suffer) of any breach of such obligations. You further agree to not use Accounting to store, host, or send unsolicited electronic messages. You further agree to not use Accounting to transmit any viruses, worms, or malicious content.

3.3. If your accountant or bookkeeper has subscribed to the Accountant Edition and you are invited by your accountant or bookkeeper to grant them access to Your Account, if you choose to grant your accountant or bookkeeper access to Your Account, you understand and agree that your accountant or bookkeeper will have access to all of Your Material, including others' data, as part of or incorporated in Your Material, and you agree that Sage has no responsibility to you or to anyone else for your actions, or the actions of your accountant or bookkeeper including, without limitation, their access to Your Account. You may withdraw your accountant's or bookkeeper's access to Your Account at any time by visiting the "Settings" page in Your Account, then clicking on "Your Subscriptions," then selecting the "Cancel Accountant" button and following any applicable instructions.

3.4. You agree to use Accounting only according to instructions and documentation that Sage provides and only for purposes that are permitted by the Terms and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

3.5. You agree to comply with all applicable export and import controls, including, but not limited to, the United States Department of Commerce's Export Administration Regulations and sanctions programs administered by the United States Treasury Department's Office of Foreign Assets Control. By using Accounting, you represent and warrant that you are not prohibited from receiving exports, imports or services under United States or other applicable laws.

3.6. You agree not to access (or attempt to access) Accounting by any means other than through the interface made available by Sage, unless you have been specifically allowed to do so in a separate agreement with Sage. You specifically agree not to access (or attempt to access) Accounting through any automated means (including use of scripts, crawlers, or similar technologies).

3.7. You agree that you will not: (a) engage in any activity, or (b) use any of Your Material in a way that interferes or disrupts Accounting, or any servers, networks, or websites operated by Sage or any third party.

3.8. You agree You are responsible for and shall comply with any and all applicable tax laws, including reporting and paying any taxes arising in connection with your use or purchase of Accounting.

3.9. You represent and warrant to Sage that You have all the rights in, power to and authority to enter into these Terms.

3.10. You agree that Sage owns all right, title, and interest in and to Accounting, including without limitation all applicable Intellectual Property Rights. "Intellectual Property Rights" means any and all rights existing under patent, copyright, trade secret and trademark law, unfair competition law, and any and all other proprietary rights worldwide.

#### 4. Your Use of Accounting with Your Mobile Device

4.1. Use of Accounting may be available through compatible mobile devices and may require a data plan. You agree that You are solely responsible for any such requirements, including any applicable fees as well the terms of your agreement with your mobile device service provider.

4.2. You understand and agree that not all Accounting features and functionality may be available on compatible mobile devices.

4.3. You further understand and agree that access to Accounting is subject to your mobile device service provider network availability and Sage is not responsible for the availability of services from your provider, including any loss, damage, error, or failure to transmit.

#### 5. License from Sage

5.1. Sage gives you a personal, worldwide, non-assignable, non-transferrable, and non-exclusive license to use Accounting for the sole purpose of enabling You to use and enjoy the benefits of the respective Accounting version and/or edition as delivered by Sage solely in the manner permitted by the Terms, and in accordance with instructions and documentation that Sage provides.

5.2. You shall not (and You shall not permit anyone else to): (a) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from Accounting; (b) take any action to circumvent or defeat the security or usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management or forward-lock functionality) on Accounting; (c) use Your Material to access, copy, transfer, transcribe or retransmit anything in violation of any law or the rights of others; or (d) remove, obscure, or alter Sage's copyright notices, trademarks, or other proprietary rights notices.

5.3. Unless Sage has given you express and specific written permission to do so, You shall not assign, transfer (by merger, acquisition, operation of law or otherwise), grant a sub-license or a security interest in, your license to use Accounting to someone else.

## 6. License from You

Sage may provide you with a mechanism to provide feedback, suggestions, and ideas about Accounting ("Feedback"). You agree that Sage may, in its sole discretion, use the Feedback in any way, including but not limited to future modifications of Accounting, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant Sage a perpetual, worldwide, fully transferable, non-revocable, royalty free license to use, reproduce, modify, create derivative works from, perform, distribute, and display for any purpose any information You provide to Sage in the Feedback.

## 7. License from Yodlee

Your use of automated bank account feeds enabled by the Yodlee data gathering service ("Yodlee Service") from within the applicable Accounting versions and/or editions is subject to the following terms. These terms should be read in conjunction with the terms and conditions for your own Internet banking services.

7.1. Provide Accurate Information. You agree to provide true, accurate, current, and complete information about yourself and your accounts maintained at other websites and You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

7.2. Proprietary Rights. You are permitted to use information, data or other materials delivered to You through the Yodlee Service only on Accounting. You may not copy, reproduce, distribute, or create derivative works from this information, data, or other materials. Further, You agree not to reverse engineer or reverse compile any of the Yodlee Service technology, including but not limited to, any Java applets associated with the Yodlee Service.

7.3. Content You Provide. You are licensing to Sage and Yodlee, Inc. ("Yodlee"), any data, passwords, or other information (collectively, "Content") You provide through or to the Yodlee Service. Sage and Yodlee may use, modify, display, distribute and create new material using such Content only to provide the Yodlee Service to You. By submitting Content, You automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Sage and Yodlee may use the Content for the purposes set out above.

7.4. Third Party Accounts. By using Accounting and the Yodlee Service, You authorize Sage and Yodlee to access third party sites designated by You, on your behalf, to retrieve information requested by You, and to register for accounts requested by You. For all purposes hereof, You hereby grant Sage and Yodlee a limited power of attorney, and You hereby appoint Sage and Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for You and in your name, place and stead, in any and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as You might or could do in person, only as required to provide you the Yodlee Service. You acknowledge and agree that when Sage or Yodlee accesses and

retrieves information from third party sites, Sage and Yodlee are acting as your agent, and not the agent or on behalf of the third party. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by You. You understand and agree that the Yodlee Service is not endorsed or sponsored by any third party account providers accessible through the Yodlee Service.

7.5. Disclaimer of warranties. You expressly understand and agree that:

a). Your use of the Yodlee Service and all information, products and other content (including that of third parties) included in or accessible from the Yodlee Service is at your sole risk. The Yodlee Service is provided on an "as is" and "as available" basis. Sage and Yodlee expressly disclaim all warranties of any kind as to the Yodlee Service and all information, products and other content (including that of third parties) included in or accessible from the Yodlee Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

b). Sage and Yodlee make no warranty that (i) the Yodlee Service will meet your requirements, (ii) the Yodlee Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Yodlee Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by You through the Yodlee Service will meet your expectations, or (v) any errors in the technology will be corrected.

c). Any material downloaded or otherwise obtained through the use of the Yodlee Service is done at your own discretion and risk and You are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by You from Sage or Yodlee through or from the Yodlee Service will create any warranty not expressly stated in these terms.

7.6. Limitation of liability. You agree that neither Sage or Yodlee nor any of their affiliates, account providers or any of their affiliates will be liable for any harms, which lawyers and courts often call direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if Sage or Yodlee has been advised of the possibility of such damages, resulting from: (a) the use or the inability to use the Yodlee Service ; (b) the cost of getting substitute goods and services, (c) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Yodlee Service ; (d) unauthorized access to or alteration of your transmissions or data; (e) statements or conduct of anyone on the Yodlee Service ; (f) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or (g) any other matter relating to the Yodlee Service.

7.7. Indemnification. You agree to protect and fully compensate Sage and Yodlee and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys/legal fees) caused by or arising from your use of the Yodlee Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

7.8. Yodlee. You agree that Yodlee is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Yodlee were a party to this Agreement.

## 8. Monitoring

Accounting may contain technologies that monitor, record and report to Sage information regarding the use of Accounting, including but not limited to information concerning the devices used to access Accounting; and the frequency, type and manner of use of Accounting (collectively, "Usage Data"). You agree that Sage may, in its sole discretion, collect and use Usage Data to support, maintain, and improve Accounting, and to enforce Sage's rights under the Terms. To the extent any Usage Data is personal information within the meaning of applicable law, You hereby: (a) consent to Sage's collection, use and

disclosure of such Usage Data for these purposes; and (b) represent and warrant that You have obtained the consent of any individual to whom such Usage Data relates to Sage's collection, use and disclosure of such Usage Data for these purposes, or that the consent of any such individuals is not required to be obtained under applicable law.

#### 9. PROCESSING OF EU DATA.

To the extent the EU General Data Protection Regulation 2016/679 (the "GDPR") governs Sage's processing or controlling of personal data, then the Data Processing Addendum posted [here](#) (or such other URL as Sage may notify You of), and which may be amended by Sage from time to time, shall apply. In the event of any express conflict between the terms and conditions of such Data Processing Addendum and any other provision of this Agreement, such Data Processing Addendum shall govern.

#### 10. Support

Sage disclaims any responsibility to provide any customer support for Accounting except as described at <http://www.sage.com/us/sage-one/support> for US editions and <http://www.sage.com/ca/sage-one/support> for Canadian editions. Sage may change its customer support for Accounting at any time by updating the customer support description at <http://www.sage.com/us/sage-one/support> for US editions and <http://www.sage.com/ca/sage-one/support> for Canadian editions. You hereby understand and acknowledge that if You or Sage terminate Your Account (or if using a trial user account, the time period of your trial expires) customer support for Accounting will no longer be available to You.

#### 11. Your password and account security

11.1. You are responsible for maintaining the confidentiality of passwords associated with Your Account and agree to be responsible to Sage for all activities that occur under Your Account, whether performed directly by you or by others.

11.2. If You become aware of any unauthorized use of your password or of Your Account, You shall notify Sage immediately at [CBCSupportNA@sage.com](mailto:CBCSupportNA@sage.com).

#### 12. Privacy and your personal information

12.1. For information about Sage's data protection practices, please read Sage's privacy policy at <https://www.sage.com/company/privacy-notice-and-cookies>. This policy explains how Sage treats your personal information and protects your privacy when you use Accounting.

12.2. You agree that Sage may use Your Material, including any personal information you provide, in accordance with Sage's privacy policies.

12.3. Sage utilizes industry standard technology resources to maintain its high security standards. You understand and agree that Your Material, including any personal information you provide and others' data, including their personal information, as part of or incorporated in Your Material, may be stored in countries outside of your country. You further understand and agree that, to the extent required by applicable laws, rules, and regulations, it is your responsibility to notify others that their data, including their personal information, as part of or incorporated in Your Material, may be stored in countries outside of your and/or their country.

#### 13. Indemnification

To the maximum extent permitted by law, You agree to defend, indemnify and hold harmless Sage, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or accruing from your use of Accounting, Your Material or your violation of these Terms.

#### 14. Fees

14.1. Your Account is a license subscription. If you are accessing Accounting as a “paid user,” You agree that Sage may automatically collect the applicable fees from You for each subscription term (month or year) in advance. If You provided a credit card upon sign up, that credit card will be charged for each subscription term, until Your Account terminates in accordance with Section 15 below. If You purchased your Accounting license subscription from a reseller, Sage will contact You in advance of the renewal date for your subscription to collect payment information so that You may continue your service for an additional subscription term. If You are accessing Accounting as an “invited user,” “trial mobile app user,” or “free user” (by way of the Accounting Free version), Sage will not charge You a fee for accessing Your Account.

14.2. Each Accounting and Accounting Standard account comes with unlimited administrator user licenses. Each Accounting Start, Invoicing, Accounting Free, and Accountant Edition account comes with one (1) administrator user license. Additional fees may apply for additional users.

14.3. Sage may increase the fees, change the number of users, or add limits to storage space for any and all Accounting versions and/or editions at any time by giving You not less than thirty (30) days prior notice. Any increase or change will become effective on your next billing date after this thirty (30) day notice.

14.4. Sage will not issue a refund to You of any (pre-paid) monthly or yearly fees collected amounts upon termination or cancellation of Your Account.

## 15. Accountant Edition

15.1. You understand and agree that your access to and use of the Accountant Edition is governed by and subject to all of the Terms.

15.2. You understand and agree that to access and maintain access to the Accountant Edition, you must be an accountant or bookkeeper providing professional accounting or bookkeeping services for multiple fee-paying clients.

15.3. Eligibility for access to the Accountant Edition will be verified by Sage prior to initial account activation and periodically thereafter. You agree to cooperate with Sage in the eligibility verification process and to provide required information and materials reasonably requested by Sage regarding the operation of your professional accounting or bookkeeping services. You agree that any such information you provide to Sage will always be accurate, correct, and up to date.

15.4. You understand and agree that your client must grant you access to their Accounting account and your client may terminate your access to their Accounting account at any time. If your client terminates your access to their Sage One account, you understand and agree that you will no longer have access to that client’s Accounting account details, data or other material.

15.5. If your client fails to pay the applicable fees for their Accounting subscription, you understand and agree that you will no longer have access to that client’s Accounting account details, data, or other material.

15.6. At any time, if Sage determines, in its sole discretion, that you are not eligible for the Accountant Edition, you agree that Sage may terminate Your Account.

15.7. At any time, if Sage determines, in its sole discretion, that you are not eligible for the Accountant Edition, you understand and agree that Sage may terminate, or in the alternative, charge you the then-current rate for, any and all complimentary access and services offered in connection with the Accountant Edition, including but not limited to, the complimentary Accounting account.

## 16. Termination

16.1. These Terms will remain in effect until you or Sage terminate the Terms as described below.

16.2. Termination by You:

a). If You are accessing Accounting as a “paid user” You may terminate these Terms and Your Account by visiting the “Settings” page in Your Account, then clicking on “Your Subscriptions,” then “Manage Subscriptions,” then checking the “Cancel” box and following any applicable instructions. To be effective, your termination notice under this Section must be confirmed by Sage in an email response to You. The termination will take effect at the end of your pre-paid subscription term.

b). If You are accessing Accounting as an “invited user,” or a “free user” (by way of the Accounting Free version), You may terminate these Terms and Your Account by sending Sage an email from the email account used to register Your Account to [CBCSupportNA@sage.com](mailto:CBCSupportNA@sage.com) with your request. The termination will take effect when You receive a confirmation email from Sage.

16.3. Termination by Sage. Sage may at any time, terminate these Terms and Your Account if Sage determines in its sole discretion that: (a) You have not paid or Sage is unable to collect the applicable fees for Your Account when due; (b) You have breached any provision of these Terms, (c) it is required to do so by law; (d) if using a trial user account the time period of your trial has expired; or (e) it will discontinue operation of Accounting. Further, Sage may at any time, terminate these Terms and Your Account upon ninety (90) days’ prior notice to You.

16.4. In the event Your Account is terminated or if You are using a trial user account and the time period of your trial expires: (a) You will not be able to access Your Account or Your Material; and (b) You agree that Sage shall have no obligation to maintain or provide You access or deliver to You any of Your Material. If You have a “paid user” or “free user” (by way of the Accounting Free version) account, Sage retains the right to delete Your Account and Your Material in its systems or otherwise in its possession or under its control at the end of the ninety-day period following termination. If You are an “invited user” or a “trial user,” You will no longer be able to access Your Account or Your Material and Sage will have no obligation to retain any such material beyond 90 days after your last login.

16.5. Notwithstanding termination of these Terms, the following sections will remain in force against you and Sage: 2-7, 11, 14.4, 16.4, 16.5, and 17-21.

## 17. DISCLAIMER OF WARRANTIES

17.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF ACCOUNTING AND ANY CONTENT OBTAINED THROUGH ACCOUNTING IS AT YOUR SOLE RISK AND THAT ACCOUNTING IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. SAGE DOES NOT WARRANT THAT ACCOUNTING IS FREE OF BUGS, VIRUSES, IMPERFECTIONS, ERRORS, OR OMISSIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAGE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO ACCOUNTING AND ALL OF YOUR MATERIAL, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF AVAILABILITY, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

17.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT BECAUSE USE OF ACCOUNTING AND ALL OF YOUR MATERIAL IS AT YOUR SOLE RISK, SAGE IS NOT RESPONSIBLE FOR AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTERS, NETWORKS, MOBILE AND OTHER DEVICES, AND LOSS OF DATA THAT MAY RESULT FROM SUCH USE.

17.3. YOU EXPRESLY UNDERSTAND AND AGREE THAT ACCOUNTING IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF ACCOUNTING COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR



PROPERTY DAMAGE (COLLECTIVELY, “HIGH RISK ACTIVITIES”). SAGE EXPRESSLY DISCLAIMS ALL, WHETHER EXPRESS OR IMPLIED, WARRANTIES OF FITNESS FOR HIGH RISK ACTIVITIES.

## 18. LIMITATION OF LIABILITY

18.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT SAGE AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT YOU MAY INCUR THROUGH USE OF ACCOUNTING AND ANY OF YOUR MATERIAL ACCESSED OR OBTAINED FROM ACCOUNTING, WHETHER OR NOT SAGE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

18.2. SAGE’S SOLE LIABILITY TO YOU FOR DIRECT DAMAGES ARISING OUT OF YOUR RELATIONSHIP WITH SAGE BECAUSE YOU HAVE ACCESSED OR USED ACCOUNTING IS LIMITED TO TWO HUNDRED DOLLARS (US\$200.00)

## 19. Changes to Accounting

19.1. Sage may change, revise, update, or otherwise modify the features and functionality of any and all Accounting versions and/or editions. You may reject these changes by discontinuing use of Accounting and terminating Your Account.

19.2. You understand and agree that if You use Accounting after such changes, You will be deemed to have agreed to the changes and your continued use of Accounting will be subject to and governed by these Terms.

## 20. Changes to the Terms

20.1. Sage may change these Terms from time to time. When these changes are made, Sage will make the updated version of the Terms available at <http://www.sage.com/us/sage-one> for US editions and <http://www.sage.com/ca/sage-one> for Canadian editions, to view select the Terms and conditions link.

20.2. You understand and agree that if You use Accounting after the date on which the Terms have changed, You will be deemed to have agreed to the changes and your continued use of Accounting will be subject to and governed by the updated Terms.

## 21. General Terms

21.1. These Terms, along with anything referenced herein, constitute the entire legal agreement between You and Sage and govern your use of Accounting. The Terms completely replace any prior agreements between You and Sage in relation to Accounting.

21.2. To the fullest extent permitted by law and consistent with valid entry into a binding agreement, the controlling language of these Terms is English and any translation You have received has been provided solely for Your convenience. In the event You have agreed to these Terms by means of the display of a translated version of these Terms in a language other than English, You may request an English language version of these Terms by notice to Sage. To the fullest extent permitted by law, all correspondence and communication between You and Sage under these Terms must be in the English language.

21.3. As a user of Accounting, You assume the responsibility for the selection of Accounting as being appropriate for Your purposes. You understand and agree that: (a) You are solely responsible for the content and accuracy of all reports, invoices and documents prepared with Accounting; (b) using Accounting does not relieve You of any professional obligation concerning the preparation, review, storage and retention of such reports, invoices and documents; (c) You do not rely upon Sage or Accounting for any advice or guidance regarding the appropriate tax treatment of items reflected on such



reports, invoices or documents; (d) You will review any calculations made by using Accounting and satisfy Yourself that those calculations are correct; and (e) Sage's customer support is designed to offer technical support for issues regarding the features and functionality of Accounting in the supported browser environments only.

21.4. You understand and agree that some third party products marketed, integrated, and/or available with Accounting may be subject solely to terms and conditions of the respective third party product and not to these Terms. You acknowledge and agree that under no circumstances shall Sage be responsible or liable in any way for the availability and/or functionality of services or products offered, or the content located on or through, any such third party product. You further acknowledge and agree that under no circumstances shall Sage be responsible or liable in any way, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such functionality, content, goods or services available on or through any such third party product. Sage may withdraw access to such third party products via Accounting at any time without notice.

21.5. You authorize Sage to send You information about Sage products and services, including but not limited to marketing and promotional material, via facsimile, email, telephone, and other reasonable means. If you do not wish to receive information from Sage, please contact Customer Service.

21.6. You agree that any failure by Sage to exercise or enforce any legal right or remedy contained in these Terms (or which Sage has the benefit of under any applicable law), will not constitute a waiver of Sage's rights and that those rights or remedies will still be available to Sage.

21.7. If a court finds that any provision of these Terms (which includes any updated Terms) is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

21.8. If you are domiciled in the United States these Terms and your relationship with Sage under these Terms shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. You and Sage agree to submit to the exclusive jurisdiction of the courts located within the appropriate jurisdiction in Georgia to resolve any legal matter arising from these Terms and your use of Accounting. If you are domiciled in Canada, these Terms and your relationship with Sage under these Terms shall be governed by the laws of the Province of British Columbia without regard to its conflict of laws provisions. You and Sage agree to submit to the exclusive jurisdiction of the courts located within Vancouver, British Columbia to resolve any legal matter arising from these Terms and your use of an Accounting Canadian Edition primarily in Canada. In any and all instances, the United Nations Convention on Contracts for the International Sales of Goods shall not apply to these Terms. Notwithstanding the foregoing, you agree that Sage shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. In addition, you agree that any cause of action or claim will be litigated individually and that you will not consolidate or seek class treatment for any claims.

21.9. Quebec. With regard to Quebec, the parties declare that they have required that the Terms and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.

21.10. Accounting is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government (including its agencies and instrumentalities) is subject to restrictions set forth in 48 CFR 52.227-19 or DFARS 252.227-7014, as applicable. The manufacturer is Sage located at 271 17<sup>th</sup> Street NW, Suite 1100, Atlanta, Georgia 30363.

Last updated 05/18