Sage Intacct Terms of Service

July 2025

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

1. Definitions

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

"Agreement" means these terms, your Order(s), the Data Processing Agreement, Privacy Notice, any Statement(s) of Work between you and us, and any attachments, exhibits and annexes hereto or to an Order or a Statement of Work, or any other documentation or terms and conditions referred to within any of the aforementioned.

"AI-generated Output" means the content generated and returned to a User resulting from that User prompting or using Generative AI in the context of, or embedded within, the Services.

"AI Input Data" means Customer Data obtained in connection with your use of an AI System, including:

(a) prompts (in whatever medium) inputted by you or a User of that AI System; and

(b) user engagement, statistical, and aggregated data (including metadata) otherwise obtained in connection with your use or a User's use of that AI System.

"AI Data" means together AI Input Data, AI-Generated Output Data and any data derived from or containing the same (including where such data, or a derivative of such data, is contained within Training Data).

"AI System" means deep learning, machine learning, and other artificial intelligence technologies, systems, models, tools and functionality, including Generative AI.

"Customer Data" means the data, information, files, photos, documents or material provided, inputted, shared or submitted by Users, or otherwise on your behalf, into the Services, which may include data (including Personal Data), relating to Users, your customers, suppliers, employees or third parties.

"Data Processing Agreement" means the Data Processing Agreement posted on https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-processing-agreement/ (or such other URL as notified to you) as amended from time to time.

"Data Protection Laws" has the meaning set forth in the Data Processing Agreement.

"Documentation" means the online or written user guides, specifications, and manuals regarding the Services made available by Sage, and any updates thereto, but excluding any AI-Generated Outputs.

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

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

"Generative AI" means an AI System capable of generating content (such as text, code, images, videos and audio).

"Intellectual Property Rights" means rights recognised by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), mask work rights, trade secret rights, trademarks, service marks, domain name rights, database rights, know-how, rights in confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" means an ordering document (such as an Order Schedule) executed by you and us for subscription to Services and/or, if applicable, for the provision of professional services by us.

"Personal Data" shall have the meaning as set out in the Data Processing Agreement.

"Privacy Notice" means the privacy notice posted on https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/sage-intacct/privacy-policy-full/ (or such other URL as notified to you) as amended from time to time.

"Reseller" means an authorised Sage reseller through which you purchase a subscription to the Services.

"Sage" means The Sage Group plc or its Affiliates.

"**Sage Data**" means:

(a) the information on the Order, data about the configuration and use of the Services, the Documentation, and other information provided to you via login in the Services or otherwise by Sage during performance under this Agreement; and

(b) excludes: (i) Customer Data (including any AI Input Data); and (ii) AI-Generated Outputs.

"Services" means the products and services ordered by you under an Order and made available online by Sage, including any associated offline or mobile components, Updates (whether optional or mandatory), and any add-ons, modules, features or functionality that work with the products or services, but excluding all Third-Party Services.

"Statement of Work" means a statement of work between you and Sage for the provision of consulting or other professional services by Sage related to the Services.

"Third-Party AI Provider" means a provider, other than Sage, of a Third-Party AI Tool.

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“Third-Party AI Tool” means any tool, product or service of a third party that employs or makes use of an AI System provided by a Third-Party AI Provider.

“Third-Party Provider” means a Third-Party AI Provider and /or Third-Party Service Provider, as the case may be, depending on the context.

“Third-Party Service(s)” means any product (e.g. software of any kind, cloud services, or forms), tool (e.g. integration or development tools) or service (e.g. implementation, configuration, development or accounting) provided to you under a separate agreement or terms and conditions by a party other than Sage (a **“Third-Party Provider”**).

“Training Data” means training data, validation data and test data or databases used to train or improve AI Systems.

“Updates” means any future modifications, additional features, enhancements, patches, fixes, revisions and derivative works that may be made to Services or Documentation.

“User(s)” means a named individual authorised by you to use the Services, for whom you have purchased a subscription, and who has been supplied with user credentials for the Services by you or by us at your request.

“we”, "us" or **"our”** means Sage (UK) Limited (registered company number 1045967) of C23 - 5 & 6 Cobalt Park Way, Cobalt Park, Newcastle Upon Tyne, NE28 9EJ.

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

2. Usage Rights.

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

2.2. User Subscriptions. Unless otherwise noted on an Order, Services are purchased as time-based subscriptions. Each User must have a valid subscription for the Services. User subscriptions are for named Users and cannot be shared with other person(s) but may be reassigned to new named Users from Users who cease using the Services. We reserve the right to monitor your use of the Services to effect this Agreement and/or verify compliance with any subscription limits and this Agreement.

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

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

2.5. AI Systems:

(a) You hereby expressly acknowledge and agree that we may, during the course of carrying out the Services or otherwise in connection with this Agreement, use AI Systems. Unless otherwise agreed by us in writing, we may make use of AI Systems without specific notice to or approval from you.

(b) We may modify or discontinue any AI Systems integrated to our Services (or that otherwise form part of our Services) at our discretion.

3. Availability and Support

3.1. Availability. We will use reasonable commercial endeavours to maintain availability of the Services 24 hours a day, 7 days per week, subject to planned maintenance, Force Majeure events, and the terms of this Agreement. We will endeavour to schedule planned maintenance affecting the availability of the Services at non-peak times, and you will receive reasonable advance notice (which may be posted within the Services or otherwise) of such planned maintenance. We will use reasonable commercial endeavours to notify you as soon as reasonably practical of any unplanned downtime of the Services and resolve the issue as soon as practical.

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

3.3. Technical Support. Your Users who have undergone training for users of the Services will receive technical support for the Services and/or upgraded support in accordance with the terms of the Order. Technical support may, at our discretion, include on-line help, FAQs, training guides and templates and the use of email, chat or live help. We are not obligated to maintain or support any customisation of the Services or any Third-Party Service, even if sold by us, except under a separate agreement signed by the parties.

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

4. Fees and Payment

4.1. Fees. Fees are in the currency specified on the Order. From time to time, we may change our fees. You will be notified at least 30 days in advance before we apply any fee changes to your Services subscriptions. Unless otherwise set forth in an Order, such changes will not affect the prices for Services during the then-current subscription term and will only become

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effective upon your next renewal term that commences at least 30 days after our notification of the fee change. We may at our sole discretion provide you with a discount to the Services. In the event you reduce volume or licenses to items that you are already subscribed to during a then-current subscription term then we may reduce or remove the level of discount we have provided to you from the date of your next renewal Order.

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

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

4.4. Taxes. All fees and other charges are exclusive of taxes, levies, and duties. Where applicable and unless you timely provide us with a valid tax exemption certificate, any taxes, with the exclusion of taxes on our net income, will either be added to the value of our fees or will be included in the value of our fees on our invoice to you, and you shall be responsible for their payment to us. Each party will timely provide the other with any documents and information as may be required under, or to comply with, applicable tax laws and regulations and within any such timing deadlines as may be required by the same.

4.5. Late Payment; Non-Payment. If we do not receive any fees you owe us by the due date specified on your Order, those fees shall accrue interest at the lower of 1.5% per month or the maximum rate permitted by law. Non-payment of any fees for the Services and/or professional services (whether owed to Sage or to a Reseller) or of any other amounts due by you to us is a material breach of this Agreement.

4.6. Unlicensed Subscriptions. If we identify any additional volume, modules, increased subscriptions or new subscriptions and such items are not licensed in accordance with this Agreement then such items will be billed and fees due by the due date specified in the Order. Such fees shall be backdated to the earlier of: (i) the date of your last renewal Order; and (ii) the date for the most recent instance of usage of the items.

5. Proprietary Rights

5.1. Services. Subject to the limited rights expressly granted under this Agreement, Sage (and our licensors, where applicable) reserve and own all rights, title and interest in and to the Services (including any configurations and customisations, modifications, enhancements and Updates in respect of the Services), Sage Data and Documentation, including all related Intellectual property Rights therein. All rights not expressly granted in this Agreement are reserved by Sage. The Sage name, logo and the product names associated with the Services are trademarks of Sage or third parties and no right or licence is granted to use them under this Agreement.

5.2. Customer Data. Subject to the limited rights expressly granted hereunder, as between the parties you own all rights, title and interest, including all Intellectual Property Rights, in and to Customer Data.

5.3. AI-Generated Output. Sage does not claim ownership in any AI-Generated Outputs. You are solely responsible for your AI-Generated Outputs, including for any use, modification, incorporation into other materials, publication of such AI-Generated Outputs.

5.4. Licence. You grant Sage and its subcontractors a worldwide, royalty-free, irrevocable, perpetual, non-exclusive and sublicensable right to host, process, copy, transmit, store, analyse, sublicence, display, transform, reduce to mathematical form, reformat, combine with Training Data, create derivative works from and use the Customer Data (including the AI Input Data) and any rights owned by you or your licensors subsisting in the AI-Generated Outputs created in the course of your use of the Services to: (i) carry out research and development to improve our, and our Affiliates' services, products and applications; (ii) develop and provide new and existing functionality and services (including to develop, improve, refine, integrate and make available AI Systems, relating to the digitisation and automation of business processes and other commercially reasonable purposes) to you, to Users, to Sage's customers generally or to any other individual or entity using Sage's products or services; (iii) provide, administer and ensure the proper operation of the Services and related systems (including any AI systems and Third-Part AI Tools); and (iv) perform our rights and obligations under this Agreement.

5.5. Feedback. You may, but are not required to, provide Sage or its Resellers or subcontractors with ideas, suggestions, requests, recommendations or feedback about the Services ("**Feedback**"). If you do so, subject to the limited rights granted expressly in this Agreement, Sage shall own all rights, title and interest, including all Intellectual Property Rights, in and to the Feedback, including any configurations and customisations.

6. Data

6.1. Data privacy. Each party will comply with the Data Processing Agreement, and references therein to the "Agreement" shall be construed as references to this Agreement. Any Personal Data used to provide the Services shall be handled in accordance with the requirements of the Data Processing Agreement, except in the context of provision of Sage Intelligent Time by Sage. Further information on how Sage uses Personal Data is provided in the Privacy Notice.

6.2. Sage Intelligent Time. The Parties acknowledge and agree that, for the purposes of the provision of Sage Intelligent Time under the Agreement, Sage is acting as a controller. In that context, you confirm that: (i) you are authorised by the relevant data subjects, or you are otherwise permitted pursuant to Data Protection Laws, to disclose Personal Data to Sage and specifically that you provided to these data subjects appropriate information with regards to the processing of their Personal Data by Sage, as described in the Sage Intelligent Time Privacy Policy (available at https://time.sage.com/privacy); and (ii) you agree and acknowledge that no special categories of data or data related to criminal convictions and offences shall be entered into Sage Intelligent Time by you or on your behalf.

7. Confidentiality and Data Security

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

7.2. Exceptions. Confidential Information excludes: (i) information that was known to the Recipient without a

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

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

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

7.5. Injunctive Relief. Each party acknowledges that damages may not be an adequate remedy for a breach of confidentiality obligations and that the other party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

7.6. Other rights. This clause 7 is without prejudice to Sage's rights under clause 5.4.

8. Third-Party Services and Third-Party AI Tools

8.1. No Endorsement or Warranty. We may present to you, or the Services may integrate with Third-Party Services and Third-Party AI Tools that are offered by Third-Party Providers. We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any such Third-Party Services, Third-Party AI Tools or any Third-Party Providers. Accordingly, we shall not be liable whatsoever for any damages, liabilities or losses caused by any act or omission in respect of a Third-Party Service, a Third-Party AI Tool or a Third-Party Provider regardless of whether it is described as "authorised," "certified", "recommended" or the like and regardless of whether the Third-Party Service or Third-Party AI Tool is included in your Order. Your use of Third-Party Services and Third-Party AI Tools is subject to the terms and conditions imposed by the relevant Third-Party Providers in addition to this Agreement (to the extent applicable). If there is a conflict or inconsistency between this Agreement and such terms and conditions imposed by the Third-Party Providers, this Agreement shall take precedence in connection with the use of the Service. You are solely responsible for evaluating Third-Party Services, Third-Party AI Tools and Third-Party Providers, and for reviewing all applicable terms and conditions of such Third-Party Providers.

8.2. Disclaimer. We have no obligation to make available or provide support for Third-Party Services and/or Third-Party AI Tools and do not guarantee the initial or continuing interoperability of the Services with any Third-Party Services or Third-Party AI Tools. If the Third-Party Services and/or Third-Party AI Tools cease to be made available for interoperation with any feature of the Services, we may cease providing such feature without providing you with any refund, credit or other compensation.

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

9. Term and Termination

9.1. Term. All Services subscriptions specified in your initial Order will run for the subscription period set forth therein. If you add subscriptions after the beginning of a subscription period, their initial term will be the remainder of the then-current subscription period, unless otherwise set forth in the Order. All subscriptions will automatically terminate at the end of the relevant subscription period. If you do not enter into a renewal Order prior to the end of a subscription period, then we will suspend access to the Services until you do. This Agreement will remain in effect until all User subscriptions have expired or this Agreement has been terminated as provided below.

9.2. Termination. Either party may terminate this Agreement: (i) if the other party has materially breached this Agreement, upon written notice to the breaching party of the breach and, if such breach is capable of remedy, an opportunity of at least 30 days to remedy the breach; or (iii) upon written notice to the other party if the other party becomes the subject of a winding up petition in bankruptcy or another proceeding relating to insolvency (within the meaning of Section 123 Insolvency Act 1986), receivership, liquidation or assignment for the benefit of creditors. You may terminate this Agreement for convenience by providing us with thirty (30) days' prior written notice and shall be liable for payment of all Services performed up to the date of termination. If you materially breach this Agreement, we may, without limitation of other rights and remedies, temporarily suspend or terminate your access to the Services or withhold further performance of our obligations under this Agreement.

9.3. Effect of Termination. On expiration or termination of this Agreement: (i) all applicable User licences and other rights granted to you will immediately terminate; (ii) a party's rights, remedies, obligations (including payment obligations) and liabilities that have accrued up to the date of termination shall not be affected; (iii) unless you have terminated this Agreement for our material breach or due to your convenience as provided above, we will not be obligated to refund any prepaid and unused fees; and (iv) subject to clause 9.5, Recipient shall, at the request of Discloser, delete or destroy Discloser's Confidential Information in its possession or control. Notwithstanding the foregoing, Recipient may retain Discloser's Confidential Information: (a) to the extent required by law or governmental authority; or (b) that is automatically stored in accordance with Recipient's generally applicable backup policies ("**Backup Media**"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.

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9.4. Survival. Clauses 1, 5, 7, 9, 11, 12 and 13 will survive any expiration or termination of this Agreement.

9.5. Access to Customer Data.

(a) Subject to clause 9.5(b):

(i) Customer Data may be exported at any time during the term of this Agreement.

(ii) We will not delete Customer Data from our production environment for up to 90 days after termination or expiration of this Agreement and may assist you with exporting Customer Data during such period at our standard hourly consulting rate. After that 90-day period, we will have the right to delete all Customer Data and will have no further obligation to make it available to you. Should you desire longer storage of Customer Data, paid archival Services may be available.

(b) Nothing in clause 9.5(a) shall apply to AI Data created, collected or obtained in connection with the Services.

(c) Please see the Data Processing Agreement and the Privacy Notice for further details of data retention.

10. Warranties

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

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

10.3. Remedies. If you notify us in writing that the Services do not conform with any of the warranties in clause 10.2, we will use commercially reasonable endeavours to investigate and correct any such non-conformance promptly. You will use commercially reasonable endeavours to mitigate any damage as a result of such non-conformance. Subject to your right to terminate this Agreement for cause, this clause 10.3 and any applicable uptime guarantees and credits in your Order constitute your sole and exclusive remedy for breach of the warranties in clause 10.2.

10.4. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS UNDERTAKINGS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE: (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES AND OUR LICENSORS DO NOT WARRANT, REPRESENT, GUARANTEE OR UNDERTAKE THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES ARE FREE FROM BUGS, ERRORS OR MISTAKES, THAT THE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS, OR THAT THE SERVICES WILL PRODUCE ERROR-FREE MACHINE-GENERATED ANALYSIS, BENCHMARKS OR INSIGHTS OR RESPONSES. WE, OUR AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE FOR: (A) ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS; OR (B) ANY DELAYS, DELIVERY FAILURES OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATION NETWORKS AND FACILITIES INCLUDING THE INTERNET AND YOU ACKNOWLEDGE THAT THE SERVICES AND DOCUMENTATION MAY BE SUBJECT TO DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. YOU FURTHER ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY, AND YOU ACCEPT THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SERVICES MEET YOUR REQUIREMENTS.

10.5. ARTIFICIAL INTELLIGENCE TECHNOLOGY

(a) FOR THE AVOIDANCE OF DOUBT, THE WARRANTY DISCLAIMER AT CLAUSE 10.4 SHALL ALSO APPLY TO ANY AI SYSTEMS THAT SAGE USES TO PROVIDE THE SERVICES AND/OR MAKES AVAILABLE TO YOU VIA THE SERVICES AND ANY AI-GENERATED OUTPUTS.

(b) AI-GENERATED OUTPUTS DO NOT REPRESENT THE OPINIONS OR VIEW OF SAGE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL BE SOLELY RESPONSIBLE FOR: (A) EVALUATING WHETHER AI-GENERATED OUTPUTS MEET YOUR REQUIREMENTS AND ARE FIT FOR YOUR PURPOSES; (B) YOUR USE, MODIFICATION, PUBLICATION AND PROVISION OF, AND RELIANCE ON, ANY AI-GENERATED OUTPUTS (AND ANY MATERIALS CONTAINING, INCORPORATING OR CREATED WITH REFERENCE TO ANY AI-GENERATED OUTPUTS).

11. Indemnification

11.1. Our Indemnification. Subject to clause 11.3, we will indemnify and defend you and your Affiliates, officers, directors, employees, and agents from and against any and all costs, damages, losses, liabilities and expenses, including reasonable legal fees and costs (collectively, "**Damages**") to the extent arising out of or in connection with a third-party claim alleging that the Services infringes the Intellectual Property Rights of a third party, except to the extent that the alleged infringement is based on: (a) a customisation or modification of the Services at your direction or by anyone other than us; (b) use of the Services in combination with any service, software, hardware, network or system not supplied by us (including a Third-Party AI Tool), if the alleged infringement relates to such combination); (c) use of the Services in a manner contrary to our written instructions or the Documentation; (d) your use of any AI-Generated Outputs (including derivatives of such AI-Generated Outputs; or (e) your use of any Generative AI Systems Sage makes available to you as part of the Services. If the Services infringe, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Services; (ii) modify such Services so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate this Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services.

11.2. Indemnification by You. Subject to clause 11.3, you will indemnify and defend us and our Affiliates, officers, directors, employees, and agents from and against any and all Damages to the extent arising out of or in connection with a third-party claim alleging that your collection, retention or use of

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Customer Data (including AI-Input Data) or your use of the Services in breach of this Agreement infringes the rights of, or has caused harm to, a third party, or violates applicable law.

11.3. Indemnification Procedure. In the event of a potential indemnity obligation under this clause 11, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defence and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

11.4. Exclusive Remedy. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this clause 11.

12. Limitation of Liability

12.1. General Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER CLAUSE 11 AND YOUR OBLIGATIONS TO PAY SUBSCRIPTION FEES UNDER THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE SUBSCRIPTION FEES ACTUALLY PAID OR PAYABLE BY YOU TO US IN THE 12-MONTH SUBSCRIPTION PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, (OR IF SUCH CLAIM ARISES DURING THE FIRST 12-MONTH SUBSCRIPTION PERIOD OF THIS AGREEMENT, DURING SUCH PERIOD).

12.2. Exclusion of AI Outputs. Notwithstanding any other provisions of this Agreement, Sage shall not be liable for any losses (whether direct or indirect) you suffer or incur in connection with your use of AI-Generated Outputs, including to the extend such losses arise in connection with a claim by a third-party that your receipt, possession or use of AI-Generated Outputs infringes the Intellectual Property Rights of that third party.

12.3. Unlimited Liability. Nothing in this Agreement shall be construed so as to limit or exclude any liability which cannot be legally limited, including but not limited to liability for: (i) death or personal injury caused by a party's negligence; or (ii) fraud or fraudulent misrepresentation by a party.

12.4. Scope. The exclusions and limitations above apply to all causes of action, whether arising from breach of contract, tort, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss, provided that nothing in this Agreement shall limit or exclude any liability which cannot be excluded or limited as a matter of law. The allocation of risk in this Agreement is reflected in the level of fees payable hereunder. A party may not circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing separate claims or claims on behalf of its Affiliates.

13. General Provisions

13.1. Compliance with Laws. Each party shall comply with all applicable laws, statutes, codes and regulations in relation to your use of the Services, including applicable anti-bribery and anti-corruption laws, Data Protection Laws, tax evasion laws and 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 ("**Relevant Requirements**"). You shall, and shall procure that persons associated with you shall: (i) comply with all Relevant Requirements; (ii) not engage in any conduct which would constitute an offence under, or otherwise breach, any of the Relevant Requirements; (iii) not do, or omit to do, any act that may lead Sage to be in breach of any Relevant Requirements; and (iv) have and maintain in place during the term of this Agreement your own policies and procedures to ensure and demonstrate compliance with the Relevant Requirements and will enforce them where appropriate.

13.2. Notwithstanding the generality of clause 13.1, the Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any U.S. government "denied persons list" (or equivalent targeted sanctions list) and that it and its Affiliates are not owned or controlled by a politically exposed person. You shall be obliged to notify us if, during the term of this Agreement, you or any of your Affiliates become named on any U.S. government "denied persons list" (or equivalent targeted sanctions list) or you become owned or controlled by a politically exposed person. In the event that these circumstances arise, we shall be entitled to terminate this Agreement immediately on written notice to you. You shall not permit Users to access or use the Services in a U.S. embargoed country or in violation of any U.S., UK or EU export laws or regulations or in any Prohibited Territories. "**Prohibited Territories**" means: (i) any country or territory that is subject to comprehensive state or government wide sanctions by the United Kingdom, the European Union, or the U.S; and (ii) any other country or territory that becomes subject to such sanctions by the United Kingdom, the European Union, or the U.S after the Effective Date. You shall have and shall maintain throughout the term of this Agreement appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 13.1. Each party will promptly report to the other party if it has violated, or if a third party has a reasonable basis for alleging that it has violated, this clause. In the event that this clause 13.1 is breached by you, we shall have a right to immediately suspend your use of the Services to the extent that we consider necessary without prior notice and/or terminate the Agreement immediately on written notice to you. You shall indemnify (and keep indemnified) Sage and our officers, directors, employees, attorneys and agents against any Damages arising out of or in connection with your (or your Users) breach of this clause 13.2.

13.3. You shall assist in any due diligence process we may ask you to participate in from time to time to ensure your compliance with this Agreement and this clause 13. You shall provide us with all reasonable co-operation, information and assistance in relation to our due diligence processes for any purpose, including but not limited to enabling us to establish ownership and to identify any territory in which you and any or all of your Users use and access the Services for whichever purpose. Your failure to engage in any such a process and/or provide the required information shall be deemed to be a material breach of this Agreement and we shall have a right to terminate this Agreement immediately on written notice to you.

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

13.5. Assignment. Neither party may assign any rights or obligations under this Agreement without the other party's

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prior written consent, except that a party may assign this Agreement in its entirety in connection with a merger, acquisition, spin-off, corporate reorganisation or restructuring, or sale of substantially all of its assets. Any attempted assignment in breach of this Agreement shall be void.

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

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

13.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering onto this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out into this Agreement.

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

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

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

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

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

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

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

13.16. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

13.17. Notices. Except as otherwise specified in this Agreement, any notice required under this Agreement will be in writing and sent by pre-paid mail, courier service or email to the contact address or email last provided in writing to the notifying party by the notified party. Any notice will be deemed received: (i) if sent by pre-paid mail, 48 hours after posting; (ii) if sent by courier, on the next business day; or (iii) if sent by email, at 9 a.m. recipient's local time on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt either expressly or by conduct.

13.18. Interpretation. Headings are for convenience only and may not be used in interpretation. The words "such as" and "including" do not signify limitation.

14. Additional Product Terms

14.1. API and Developer Tools. The following terms apply if we permit you to use our API to connect the Services to a Third-Party Service and/or to use our Developer Tools to develop application(s) that interoperate with the Services:

"**API**" means our application programming interface for the Services, as updated from time to time at our discretion.

"**Developer Tools**" means the development components, developer tools, deployment tools and other documents and materials that we make available from time to time for the development, testing, operating or maintaining of applications that interoperate with the Services.

Subject to your compliance with the terms and conditions of this Agreement and the payment of any applicable fees (i.e., API transaction fees or overage fees associated with your performance tier), we grant you a limited, revocable, non-exclusive, royalty-free, non-transferable, non sublicenseable licence to: (i) use the Developer Tools only to develop, test, operate and maintain software for your use with the Services ("**Your Software**"); and (ii) access the API to process, analyse or display Customer Data. Parts of the Developer Tools provided under open source licences are governed by such licences.

As between the parties, we own all right, title and interest in the API and Developer Tools including any configurations, customisations, modifications, enhancements, updates and revisions thereof, and you own all right, title and interest in Your Software, including any configurations, customisations, modifications, enhancements, updates and revisions thereof.

You are responsible for protecting the confidentiality of any API access credentials in your possession or control. You may not share your API access credentials or otherwise act to circumvent any account limitations or restrictions.

In using the API and Developer Tools, you agree to protect the privacy and legal rights of Users and third parties. You represent and warrant that your use of the Developer Tools, API and Your Software: (i) will comply with all applicable laws (including export laws) and regulations; (ii) will not contain any virus, malware, or spyware; (iii) will not violate the terms of this

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Agreement or any policies established by us for the operation of interoperable applications; (iv) will not adversely impact the speed, security or integrity of the Services; (v) will not circumvent or render ineffective our technological and other measures to secure, protect and control the Services; and (vi) will not use any FOSS in a way that would cause the non-FOSS portions of the Services to be subject to any FOSS licensing terms or obligations. "**FOSS**" (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying modification or redistribution, require such software or derivative works thereof to be disclosed and/or distributed in source code form, to be licenced for purposes of making derivative works, or to be redistributed free of charge. Any breach of this clause is a material breach of this Agreement.

We may monitor use of the API for any reason, including quality assurance, improvement of the Services, and verification of compliance with this Agreement. If you use the API to grant access to or export Customer Data from the Services, we are not responsible for any use or misuse of Customer Data obtained through the API.

14.2. Purchase Through a Reseller. The following supplemental terms apply if you purchase a subscription to the Services through a Reseller:

If you place an order for the Services with a Reseller then: (i) such document shall constitute an Order hereunder; (ii) your payment obligations under such Order shall be to the Reseller; and (iii) your acceptance of such Order shall be an acceptance of the Agreement between you and us for the provision and use of the Services, provided that any transactions solely between you and the Reseller (such as professional services provided by the Reseller or other Third-Party Services sold by the Reseller) shall not be a part of the Agreement. First-tier technical support for the Services will be provided by the Reseller, unless otherwise set forth in the Order. Non-payment of fees owed to a Reseller under an Order shall constitute a material breach of this Agreement. If you grant a Reseller access to Customer Data or to your Services account, such access shall constitute consent to the disclosure of Customer Data to Reseller pursuant to clause 7 above, and you will be responsible for terminating such access.

14.3. Purchase through an MSP Partner. The following supplemental terms apply if you purchase a subscription to the Services through an authorised Sage Intacct Managed Services Program partner ("**MSSP**"):

If you purchase the Services from a MSPP then: (i) your payment obligations for such purchase shall be to the MSPP and clause 4 (Fees) of this Agreement shall not apply to you; and (ii) your acceptance of the ordering document for such purchase shall be an acceptance of this Agreement between you and us for the provision of the Services, provided that any transactions solely between you and the MSPP (such as accounting services provided by the MSPP or other Third-Party Services sold by the MSPP) shall not be a part of this Agreement. Support for the Services will be provided by the MSPP, unless otherwise set forth in a Statement of Work between you and us. Non-payment of fees owed to the MSPP for the Services shall constitute a material breach of this Agreement. By purchasing the Services through a MSPP, you have consented to the disclosure of Customer Data to the MSPP pursuant to clause 7 above.

14.4. Downloadable Components. The operation of certain modules of the Services requires the use of downloadable software components designed to be installed on desktop or mobile devices ("**Downloadable Components**"). The Downloadable Components are "Services" under the Agreement. Users may need to expressly opt into the use of certain Downloadable Components; in such cases, the operation of the Services which require such Downloadable Components is contingent on such opt-in by Users. We are not responsible for lack of use of the Services due to User refusal to install the Downloadable Components, lack of User opt-in (where required), or User opt-out (where enabled). Conditioned upon your compliance with the terms and conditions of the Agreement, we grant you the following limited, non-exclusive, non-transferable (except as expressly provided herein), royalty-free, revocable license: your authorised Users may download, install and run on supported devices the executable form of the Downloadable Components for purposes of using the Services' modules which utilize the Downloadable Components and for which you have subscribed. In addition to the restrictions of the Agreement regarding the Services, you may not translate, disassemble, decompile, decrypt, or reverse engineer the Downloadable Components, or authorize or knowingly permit a third party to do any of the foregoing, except to the extent such activities are expressly permitted by law notwithstanding this prohibition or by licensing terms governing use of open-source components included with the Downloadable Components. We may, from time to time, update the Downloadable Components. The Downloadable Components and all copies thereof are licensed and not sold, and are protected by applicable law, including United States and foreign copyright laws and international treaties. The licenses in this clause shall terminate at the earlier of the termination or expiration of the Agreement or the termination or expiration of your subscription to the Services' module(s) which utilize the Downloadable Components. Upon license termination, you must cease all use of the Downloadable Components and promptly delete all copies, full or partial, thereof that are in your Users' possession or control. Any service level agreement shall not apply to the Downloadable Components and to the operation of the Services' module(s) dependent, in whole or in part, on the Downloadable Components.

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

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