

Development Partner Program and license terms & conditions



The terms and conditions set forth herein shall apply to each Development Partner Program Application (“**Application**”) submitted by you (“**Developer**”) and accepted by Sage Software, Inc. (“**Sage**”) in its sole discretion. The (i) accepted Application, (ii) these license terms and conditions (including all addenda hereto), and (iii) the applicable documents that are published by Sage on its Partner Hub website, including, but not limited to, the Developer Partner Program documents, Compliance Documents, and Tech Resources, which may be modified and supplemented by Sage from time to time (hereinafter referred to as the “Then-Current Incorporated Documentation”). The foregoing items listed in (i) – (iii) are collectively referred to herein as the “**Agreement**” and shall govern the relationship between the parties. This Agreement shall be effective as of the date of last signature below (“**Effective Date**”).

Sage has developed certain tools to enable Developer to develop add-on software modules for specialized markets or user solutions (“**User Applications**”) to operate only in conjunction with and as a compliment to Sage’s proprietary software. To enable Developer to develop and market User Applications, Sage desires to license to Developer, and Developer desires to license from Sage, subject to the terms and conditions of this Agreement, Sage’s proprietary software and such software development tools to be used in the development of such User Applications. For purposes of this Agreement, “**Licensed Software**” shall mean the applicable Sage products on the accepted Application for which Developer is authorized to develop User Applications. “**Developer Tools**” shall mean the current version of the developer tools provided to Developer for the Licensed Software, and any updates, upgrades or future releases as Sage may make available to Developer during the term of this Agreement. “**Developer Guide**” shall mean the documentation related to the Developer Tools, and any updates, upgrades or future releases that Sage may make available to Developer during the term of this Agreement (the Developer Tools and Developer Guide are collectively referred to as the “**Tools**”).

- 1. Relationship.** Developer acknowledges and agrees that in performing this Agreement, each party will operate as, and have the status of, an independent contractor. Developer understands and acknowledges that this Agreement does not create any agency, employment, partnership, joint venture, franchise or other similar or special relationship between Developer and Sage. Neither Developer nor Sage will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.
- 2. Fees.** As consideration for this Agreement, Developer shall pay Sage the initial authorization fee(s) and annual renewal fee(s) set forth in the Application. The initial authorization fee for the first year of this Agreement shall be due with submission of the Application. All subsequent annual renewal fees shall be payable in advance to Sage on or before each anniversary of the Effective Date. In the event that your application for membership in the Development Partner Program is not accepted by Sage, your initial authorization fee will be refunded. Sage may increase the annual renewal fee by providing notification to Developer prior to the renewal of this Agreement.
- 3. License.**
 - 3.1 Grant.**
 - 3.1.1 Licensed Software.** Upon full payment of the initial authorization fee(s), and annual renewal fee(s), as applicable, and subject to Developer’s acceptance of and compliance with the terms and conditions of this Agreement, Sage grants to Developer, and Developer hereby accepts, a personal, nonexclusive, non-sublicensable, nontransferable, revocable license to use the Licensed Software solely to develop and test the User Applications and to demonstrate the Licensed Software in connection with Developer’s

efforts to sell end user licenses to the User Applications.

3.1.2 Tools License. Upon full payment of the initial authorization fee(s), and annual renewal fee(s), as applicable, and subject to Developer's compliance with the terms and conditions of this Agreement, Sage hereby grants to Developer, and Developer hereby accepts, a personal, nonexclusive, non-sublicensable, nontransferable, revocable license to use the Tools for the sole purpose of developing User Applications, which will operate in conjunction with and as a compliment to the applicable Licensed Software. Developer may use or make such copies of the Tools as are reasonably necessary for development purposes only and not for production purposes. In addition, Developer may make one copy of the Tools for archival and backup purposes.

3.2 Source Code License. If Developer is obtaining source code for the Licensed Software, Developer shall be subject to the additional terms and conditions set forth in a separate "Source Code Addendum" which terms and conditions shall be incorporated herein.

3.3 Restrictions

3.3.1 Single Product. Each of the Licensed Software and the Tools is licensed as a single product, and its component parts shall not be separated for use.

3.3.2 No Transfer. Developer shall not sublicense, transfer, sell, lend, rent, lease or in any way transfer or disclose, in whole or in part, the Licensed Software or Tools, and shall not use, or allow others to use, the Licensed Software or Tools for the benefit of any third party.

3.3.3 Modification. Except as expressly provided otherwise in this Agreement, Developer shall not modify the Licensed Software, incorporate it with other software, or create derivative works from the Licensed Software or any portion thereof.

3.3.4 Data. Developer shall not (i) circumvent technological measures to prevent direct database access, nor manufacture tools or products to that effect nor (ii) build conversion functionality that converts end user data from the Licensed Software to a competing product or service.

3.4 Ownership and Reservation of Rights. Developer acknowledges and agrees that Sage owns all right, title and interest in and to the Licensed Software, Tools, and the Sage Marks (as defined in Section 4 of this Agreement), and all copyright, trade secret, patent, trademark and other intellectual property rights therein. Except for the limited rights granted expressly by Sage to Developer under this Agreement, Sage reserves all rights, title and interests in and to the Licensed Software, Tools and the Sage Marks, and no right, title, ownership, interest or license in or to the Licensed Software, Tools or the Sage Marks, whether by implication, estoppel or otherwise, is granted, assigned or transferred to Developer under or in connection with this Agreement. The license granted to Developer under Section 3.1 is not a sale of the Licensed Software or Tools or any portion or copy thereof. The Licensed Software and Tools contain trade secrets of Sage and accordingly, unless expressly provided otherwise in this Agreement, Developer agrees that Developer shall not modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer or attempt to derive source code from the Licensed Software or Tools or any portion thereof. Developer shall own all right, title and interest in and to the User Applications, subject to Sage rights, title and interests in and to the Licensed Software and Tools.

3.5 No Distribution Rights. Developer acknowledges that it is not granted any right hereunder to sell or distribute the Licensed Software. Such right, if any, will be granted only under separate agreement.

4. Marketing and Distribution

4.1 Sage Trademarks.

4.1.1 Sage hereby grants and Developer accepts a license to use any now existing or hereafter developed trademark, trade name, logo and service mark as designated by Sage to demonstrate that the Partner is a Developer of Sage (“**Partner Badge(s)**”). Partner Badges are published by Sage in the Sage Partner Hub and Developer may only use the Partner Badge that is applicable to the Licensed Software listed on Developer’s accepted Application, and solely in connection with Developer’s marketing, distribution and sale of User Applications pursuant to the terms and conditions of this Agreement and Sage’s then current trademark and logo usage guidelines. Sage’s current trademarks, trademark usage guidelines and logo usage guidelines are set forth in the Co-Marketing Guidelines made available on Sage’s Partner Hub or otherwise provided by Sage from time to time. Developer acknowledges that it is not paying any consideration for such use of the Partner Badge or any other Sage trademarks, trade names, logos, or service marks (the “**Sage Marks**”), and nothing contained in this Agreement shall give Developer any interest in, or authority to do anything which may adversely affect the validity or enforceability of, any of the Sage Marks or the rights of Sage therein. The foregoing notwithstanding, Developer agrees: (i) not to attach any additional trademarks, logos or trade designations to the Licensed Software without the express written consent of Sage; (ii) not to affix any Partner Badge to products other than the Licensed Software without the express prior written consent of Sage; (iii) not register in its own name any of the Sage Marks; and (iv) it shall promptly provide Sage with any additional information that Sage may from time to time request with regard to Developer’s use of any Partner Badge.

4.1.2 Upon termination of this Agreement, Developer will immediately cease all display, advertising and use of all Partner Badges, and will refrain from using, advertising or displaying any name, mark, or logo which is, or any part of which is, similar to or confusing with any such designation associated with Sage or any software product of Sage.

4.1.3 Developer shall not use any Sage Marks, other than the Partner Badges as authorized under this Agreement, without obtaining Sage’s prior written consent which may be withheld in Sage’s sole discretion. Sage reserves the right to require that all advertisements, brochures and other materials incorporating the Partner Badge(s) must be submitted for and receive Sage’s written approval prior to any use or publication thereof. All Sage Marks use shall inure to the benefit of Sage only, and Developer will not acquire any rights in such Sage Marks by use or otherwise.

4.2 User Interfaces. Developer acknowledges and agrees that the graphic user interfaces (“UI”), their respective layouts, menu structures, icons, screen displays, color arrangements, and all other elements of the UI of all Sage products are protected under federal copyright law and other applicable domestic and international laws and treaties, and that Developer is prohibited from using the UI or any elements or portions of the UI for any commercial purpose other than those purposes specifically permitted in this Agreement. Accordingly, the use of any Sage UI or elements or portions is not permitted for or in connection with any product that is not authorized by Sage. Developer agrees that the unauthorized use by Developer of any Sage UI or elements or portions thereof is an infringement of Sage’s exclusive rights in its UI causing Sage irreparable harm, and that Sage will have the right to an immediate and permanent injunction against the Developer’s unauthorized use without the necessity of posting a bond, which remedy is in addition to all other available remedies, including the immediate termination of this Agreement.

4.3 Advertising and Marketing. In advertising and marketing any User Application and any Licensed Software, Developer shall not engage in any deceptive, misleading, illegal or unethical practices, shall not make any representation, warranty or guaranty concerning any

Licensed Software and shall comply with all applicable federal, state and local laws and regulations.

4.4 Marketing Materials. Any marketing communication developed by Developer related to the User Application that in anyway references or mentions Sage or the Licensed Software shall strictly comply with Sage's trademark usage guidelines set forth in the Co-Marketing Guidelines provided by Sage via the Sage Partner Hub, accurately reflect the features and function of the Licensed Software, be of high quality, be in good taste and preserve the professional image and reputation of the Licensed Software and Sage. If Sage determines that any advertising or marketing communications by Developer, or any use of the Partner Badge do not conform to the Co-Marketing Guidelines and/or the requirements of this Agreement, Sage will notify Develop and Developer shall cease use of any such advertising or marketing material immediately upon Sage's request.

4.5 Notices and Disclaimers. In marketing the User Applications, Developer shall include all warranties and disclaimers that Sage reasonably requires in the Then-Current Incorporated Documentation or in any other notice available on the Sage Partner Hub or otherwise communicated to Developer. Developer will comply with all reasonable requests from Sage to include information in the packaging of the User Applications. Developer shall not remove any copyright notices or proprietary legends contained within the Licensed Software. Developer shall also include in a conspicuous place in the manual and in bold letters the following warranty disclaimer or such other warranty disclaimer that Licensor may specify in the Then-Current Incorporated Documentation:

“SAGE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND REGARDING THE ENCLOSED SOFTWARE, WHETHER ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE OR ANY OTHER WARRANTY.”

5. Confidential Information

5.1 Definition of Confidential Information. Any information concerning the Licensed Software and Tools and any information otherwise learned by Developer from Sage's employees or agents, through inspection of Sage's property, that relates to Sage's products, designs, business plans, customer lists, business opportunities, finances, research, development, know-how or personnel, or any third-party confidential information disclosed to Developer by Sage, will be considered and referred to collectively in this Agreement as “Confidential Information.” Without limiting the foregoing, the Licensed Software and Tools are Sage's Confidential Information. Confidential Information shall also include any information disclosed or observed by Developer whether orally or in writing (or other tangible form), 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. Confidential Information does not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach on the part of Developer; (2) Developer can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure to Developer by Sage; (3) is independently developed by Developer without the use or benefit of any Confidential Information; or (4) Developer rightfully obtains from a third party (with no obligation of confidentiality) who has the right to transfer or disclose it. All Confidential Information remains the sole property of Sage or its licensors. Developer obtains no implied licenses or other rights (whether by estoppel or otherwise) in the Confidential Information not expressly granted under this Agreement.

5.2 Nondisclosure of Confidential Information. Developer will not disclose, publish, or disseminate Confidential Information to anyone other than to its employees and contractors (provided that access to the Tools or other Confidential Information by Developers contractors is approved in advance and in writing by Sage) with a demonstrable need to know and who have

binding, written confidentiality obligations to Developer that protect such Confidential Information against unauthorized disclosure and that is at least as restrictive as this Agreement. Developer shall take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information. Developer agrees to accept and use the Confidential Information for the sole purpose of effecting the permitted uses of the Licensed Software and Tools as set forth in Section 3.1. Developer agrees not to use the Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Sage in each instance.

5.3 Developer Confidential Information. For purposes of this clause, any code and other copyrightable elements of the User Application created by or for Developer (other than code and elements wholly or partly in the public domain, such as those governed by the "GNU General Public License" and/or the "GNU Lesser General Public License") will be considered "**Developer Confidential Information.**" Sage agrees not to use Developer Confidential Information for its own or any third party's benefit without Developer's prior written consent. Notwithstanding the foregoing, Developer acknowledges that (a) the idea, concept, process, and method of operation of the User Application are not Developer Confidential Information, and (b) Sage may at any time develop or license from a third party a product which is similar to, and/or competes with, the User Application, provided such product does not incorporate any Developer Confidential Information.

5.4 Storage of the Developer Tools and Developer Guidelines. Developer agrees to restrict access to the Licensed Software and Tools so that only those employees of Developer with a need to know may see or use the Licensed Software and Tools. Developer further agrees to maintain an accurate log of all those given access to the Licensed Software and Tools by Developer and shall provide such log to Sage upon request.

6. Support, Maintenance and Upgrades

6.1 Development Assistance. Subject to all terms and conditions of this Agreement, including without limitation payment of the initial authorization fee and annual renewal fees, Sage will provide technical support to Developer as set forth in the Then-Current Incorporated Documentation.

6.2 Customer Technical Support. Sage shall not be responsible for any customer support of User Applications. Developer shall be solely responsible, at Developer's expense, for providing customer support to the end users, customers and distributors of User Applications.

6.3 Maintenance Obligations. Whenever during the term of this Agreement Sage releases a new version of the Licensed Software for which Developer had theretofore prepared and distributed any User Application that, at the request of current customers of Developer, needs to be revised in light of the new version, Developer shall within a commercially reasonable time thereafter prepare and offer to distribute on commercially reasonable terms to such requesting current customers an appropriately revised User Application.

6.4 Upgrades. From time to time during the term of this Agreement, Sage may provide Developer with updates and additions to the Licensed Software and Tools, which are provided at no additional charge. All such updates and additions will be subject to this Agreement.

7. Indemnity.

7.1 Mutual Indemnification. Each party shall perform its duties under this Agreement in compliance with all applicable laws and shall defend, hold the other party harmless and indemnify

the other party for, from and against any loss, claim, damage, liability or expense, including reasonable attorney's fees, arising from any violation of law by such party.

7.2 Sage Indemnification. Sage shall defend and indemnify Developer, and hold Developer harmless from claims, damages and liabilities resulting from a claim that Sage Marks infringe any trademark, copyright, license, trade secret, or other intellectual proprietary right of a third party; provided, however, Sage's indemnification obligation is contingent on: (a) Developer promptly notifying Sage in writing of any such claim that is subject to this Section 7.2, (b) Sage shall have sole control over defense and settlement of the claim, and (c) Developer shall reasonably cooperate in such defense. Sage shall be solely responsible for any claims, warranties or representations made by Sage or Sage's employees, representatives, or agents to any customer that differ from the warranty provided by Developer in the customer or end-user license agreement.

7.3 Developer Indemnification. Developer shall defend and indemnify Sage, and hold Sage harmless from claims, damages and liabilities resulting from: (i) any improper acts or omissions by Developer relating to activities in connection with this Agreement; and (ii) any misrepresentations by Developer relating to Developer, User Applications, or this Agreement, by paying any resulting costs and damages finally awarded by a court with respect to any such claim provided that Sage: (a) notifies Developer in writing promptly upon becoming aware of the claim; (b) at Developer's request and expense, gives Developer such information and assistance as is reasonable under the circumstances; and (c) gives Developer the right, at Developer's sole discretion, to settle the claim at Developer's expense. In addition, Developer agrees, for as long as properly licensed copies of the User Applications sold by Sage are in use by customers, to indemnify and hold Sage harmless for, from and against any loss, claim, damage, liability, expense, or cost, including reasonable attorneys' fees, arising out of any claim, demand or suit to the extent a User Application violates any copyright, patent, trademark, trade secret, or other proprietary right ("**Claim**"); provided that such indemnification shall not apply if the violation arises out of modifications made to the User Applications other than by Developer, and without Developer's knowledge or consent. Developer further agrees to either defend or settle any Claim against Sage, provided that Developer shall not have the right, without Sage's prior written consent, such consent not to be unreasonable withheld or delayed, to settle such action if such settlement contains an admission or acknowledgement of any liability or wrongdoing, whether in contract, tort or otherwise, on the part of Sage or its affiliates.

8. Warranties.

8.1 Warranties by Developer. Developer warrants that, at minimum, the User Applications will comply with the following: (1) must meet the specifications for such User Application set forth in the Tech Resources included in the Then-Current Incorporated Documentation as referenced above; (2) must include a minimal set of instructions, whether printed or online; (3) must not appear to nor imply that it is a part of the Licensed Software; (3) must be a generally stable application - no random crashes; (4) must not in any way inhibit the performance of the Licensed Software; (5) must not in any way affect the stability of the Licensed Software; and (6) must not corrupt or otherwise damage the Licensed Software data under normal circumstances. Developer may be subject to additional warranties as set forth in the Then-Current Incorporated Documentation.

8.2 No Warranty by Sage. THE LICENSED SOFTWARE, OOLS AND ALL CONFIDENTIAL OR OTHER INFORMATION LICENSED OR SUPPLIED HEREUNDER ARE LICENSED OR SUPPLIED WITH ALL FAULTS AND ON AN AS-IS BASIS. SAGE MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE LICENSED SOFTWARE , TOOLS OR OTHER CONFIDENTIAL OR OTHER INFORMATION LICENSED OR SUPPLIED HEREUNDER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. DEVELOPER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE LICENSED

SOFTWARE, TOOLS AND ALL CONFIDENTIAL OR OTHER INFORMATION LICENSED OR SUPPLIED HEREUNDER IS AT DEVELOPER'S SOLE RISK.

9. Limitation of Liability. IN NO EVENT SHALL SAGE BE LIABLE TO DEVELOPER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES OR COSTS (INCLUDING BUT NOT LIMITED TO, ATTORNEYS' OR EXPERTS' FEES, LOSS OF PROFITS, LOST REVENUES OR CONTRACTS, BUSINESS INTERRUPTION, LOST FUDING, OR LOSS OF GOODWILL OR REPUTATION) HOWSOEVER ARISING FROM THE DELIVERY, USE, PERFORMANCE OR NONPERFORMANCE OF THE LICENSED SOFTWARE, TOOLS, THE CONFIDENTIAL INFORMATION, THE SAGE MARKS, OR ANY PORTION THEREOF, UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY LEGAL THEORY, EVEN IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. EXCLUDING SAGE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.2, SAGE'S LIABILITY TO DEVELOPER OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY DEVELOPER TO SAGE IN ACCORDANCE WITH THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY ARISES.

10. Term and Termination. Subject to earlier termination as provided in this Section 10, this Agreement shall commence as of the Effective Date and shall continue until the expiration of the annual period for which the last annual renewal fee has been paid by Developer under Section 2. Developer may terminate this Agreement at any time, for any reason, upon 30 days' prior written notice and must return to Sage (i) all copies, in any medium, of the Licensed Software and Tools, and (ii) a written certification by an authorized representative of Developer that all copies of the Licensed Software and Tools have been returned to Sage or completely destroyed. Sage may terminate this Agreement (a) upon, 30 days' prior written notice for any material default or breach of any of the terms and conditions of this Agreement or the Partner Branding Policy, unless Developer has cured such failure or default within such 30-day period, provided, however, that no such cure period shall be permitted for a breach of Section 5; or (b) upon 90 days' written notice, for any reason, solely for Sage's convenience.

10.1 Within thirty (30) days of termination of this Agreement pursuant to paragraph 10(a) or paragraph 10(b) above, Developer will return to Sage (a) all copies, in any medium, of the Licensed Software and Tools, and (b) provide a written certification by an authorized representative of Developer that all copies of the Licensed Software and Tools have been returned to Sage or completely destroyed. Additionally, Developer shall immediately cease all use of the Licensed Software and Tools and any Sage Marks previously authorized for use by Sage (if any) on or in connection with the User Applications and immediately discontinue holding itself out to the public as an authorized Development Partner of Sage.

10.2 Upon termination of this Agreement for Sage's convenience as set forth in paragraph 10 (c) above, Developer's right to possession or use of the Licensed Software and Tools, except for the express purpose of supporting and maintaining previously delivered User Applications, shall terminate and Developer shall thereafter have no right to create or distribute any new User Application or other materials using the Licensed Software and Tools.

10.3 If Sage terminates this Agreement without cause prior to the expiration date of either the initial term or any renewal term (the "Terminated Term"), a prorated portion of the license fee paid by Developer hereunder for the Terminated Term shall be refunded, based upon the number of full months remaining in the Terminated Term. No fees will be returned if the Agreement expires, Developer terminates this Agreement or Sage terminates this Agreement for cause. Other than the above-specified refund, where applicable, Sage will have no liability to Developer for terminating this Agreement with or without cause, including without limitation, liability for compensation, reimbursement or damages on account of the loss of prospective profits or on account of expenditures, investments, leases or commitments made in connection with the business or goodwill of Developer or for any other reason whatsoever.

10.4 Licenses to use a User Application granted by Developer to its customers as permitted by this Agreement shall not be affected by the subsequent termination or cancellation of this Agreement. Upon termination of this Agreement for any reason, the provisions of this Section 10 and of Sections 3.3 (Restrictions), 3.4 (Ownership and Reservation of Rights), 5 (Confidential Information), 6.2 (Customer Technical Support), 7 (Indemnity), 8.2 (No Warranty), 9 (Limitation of Liability) and 15 (General Provisions) shall survive and remain effective.

- 11. Training and Certification Requirements.** Developer shall comply with all certification and training requirements described in the Then-Current Incorporated Documentation.
- 12. Business Partners.** Developer acknowledges that Sage’s Business Partner relationships are critical to Sage’s commercial success and Partner agrees not to knowingly interfere with Sage’s Business Partner relationships or the reseller channel for the Licensed Software. Developer will not knowingly encourage customers to change Business Partners or offer or provide a commercial benefit to a customer for selecting one Business Partner over another. Partner will reasonably cooperate with Sage’s Business Partner management personnel with respect to Business Partner issues.
- 13. Partner Code of Conduct.** Developer shall comply with Sage’s Partner Code of Conduct (as updated from time to time) available at www.sage.com, or as otherwise published, released or made available by Sage from time to time.
- 14. Anti-Bribery and Anti-Corruption.**

14.1. Compliance with Anti-Bribery Laws. Developer shall:

14.1.1. conduct its business in compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including, without limitation, the Bribery Act 2010 and the Criminal Finances Act 2017 (collectively, “Anti-Bribery Laws”); and

14.1.2. not engage in any activity, practice or conduct that would constitute an offense under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom; and

14.1.3. not engage in any activity, practice or conduct that would constitute an offense or cause an offense to be committed under sections 45 and 46 of the Criminal Finances Act 2017; and

14.1.4. not do, or omit to do, any act that may lead Sage or any of its affiliates to be in breach of any of the Anti-Bribery Laws; and

14.1.5. promptly report to Sage any request or demand for any undue financial or other advantage received by it in connection with this Agreement; and

14.1.6. represent that it is has and shall maintain appropriate procedures and controls in place to ensure and be able to demonstrate its compliance with this section; and

14.1.7. Developer shall promptly notify Sage if it has violated, or if a third party alleges that it has violated, this section. If Sage has reasonable grounds to suspect that Developer is in violation of this section, then Partner shall provide Sage with full cooperation and assistance in respect of Developer’s compliance with this Section 14.1.

14.2. Compliance with Sanctions Laws.

14.2.1. Developer:

- (a) shall conduct its business in compliance with all sanctions laws, regulations, and regimes imposed by relevant authorities, including, without limitation, the Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom and the European Union; and
- (b) represents that it is not named on any “denied persons list” (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor is Developer owned or controlled by a politically exposed person; and
- (c) represents that it has and shall maintain appropriate procedures and controls in place to ensure and be able to demonstrate its compliance with this section.

14.2.2. Developer may not access or use the Licensed Program, DK, or any other Sage products or services in violation of any U.S. export or sanctions law or regulation or in any Restricted Territories (as defined below). Such access and/or use is not permitted by Sage and shall constitute a material breach of this Agreement, and where Sage is aware of or suspects Developer to be accessing, using, permitting or otherwise facilitating such access and/or use in any Restricted Territory in breach of such laws or regulations, Sage may immediately suspend Partner’s right to use any such Licensed Program, DK, or any other Sage products or services and participate in any Sage Partner Program to the extent that Sage considers necessary without prior notice, and Sage shall promptly notify Developer of such suspension and investigate any potential breach. Developer shall promptly notify Sage if it has violated, or if a third party alleges that it has violated, this section. If Sage has grounds to suspect that Developer is accessing or using Licensed Program, DK, or any other Sage products or services in violation of this Section 14.2.2, then Developer shall provide Sage with full cooperation and assistance in respect of such access and/or use and in respect of Partner’s compliance with this section. As used in this section, “Restricted Territories” means (i) Cuba, Iran, North Korea, Sudan, Syria, and the territory of Crimea / Sevastopol, and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the United States.

15. General Provisions.

15.1 Notice. Unless otherwise provided in this Agreement, all notices permitted or required under this Agreement shall be in writing and shall either be delivered personally or sent by facsimile with a hard copy confirmation sent by express overnight delivery service to the other party, at the addresses set forth in the Application. Notices shall be effective upon receipt in the case of personal delivery and on the date the hard copy confirmation is delivered to the applicable address in the case of a notice sent by facsimile with a hard copy confirmation copy sent by express overnight service. Whenever under the terms hereof the time for giving a notice or performing an act falls upon a Saturday, Sunday or U.S. federal holiday, such time shall be extended to the next business day.

15.2 Injunctive Relief. Unauthorized use of the Licensed Software or Tools or Confidential Information will diminish the value thereof to Sage and could cause irreparable harm and significant injury to Sage that could be difficult too fully ascertain. Therefore, if Developer breaches any obligations set forth herein, Sage shall be entitled to equitable relief to protect its interests in the Licensed Software or Tools or Confidential Information, including but not limited to immediate injunctive relief, as well as any other remedies available to Sage in equity or at law.

15.3 Independent Development. Developer understands and agrees that Sage may acquire, license, develop for itself or have others develop for it, and market or distribute similar hardware or software to that which Developer may develop. Developer understands and agrees

that Developer shall not provide to Sage any Developer or third party confidential information in connection with this Agreement.

15.4 Not a Government Agency. Developer agrees that if it is acting in on behalf of, or in conjunction with the United States Government, the following provisions apply: (i) any products Developer acquires under this Agreement for or on behalf of the United States Government are provided to the United States with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277.7013 and paragraph (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19.

15.5 Export Control. Developer acknowledges that the Licensed Software and Tools contain technical information subject to United States export control laws and regulations, and any use or transfer of that technical information must be permitted or authorized under those regulations. Developer shall be responsible for ensuring that it complies with all laws and regulations of the United States and other applicable governments relating to the export or import of technical information or technical data or products made using technical information or technical data or products received from Sage.

15.6 No Assignment. Developer shall not assign, transfer or pledge this Agreement or any interest, license or rights of any kind herein, nor delegate its obligations hereunder, by merger, operation of law or in any other manner without the prior written consent of Sage, which consent shall not be unreasonably withheld. Sage, in its sole discretion, shall have the right to assign, transfer or pledge this Agreement, or any interest, license, or rights of any kind herein and to delegate its obligations hereunder. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns, and such permitted successors and assigns shall be subject to and shall agree in writing to be bound by the terms and conditions of this Agreement.

15.7 Governing Law and Venue. This Agreement shall be governed by and construed under the laws of Georgia, excluding laws governing conflicts of law. The parties hereby consent to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought solely in, a court located in Fulton County, Georgia. Developer further irrevocably consents to the service of process against it in any such action or proceeding by the delivery of a copy of such process to Developer's address of record or such other address that Developer provides to Sage in writing.

15.8 Compliance with Law. Each party agrees that all of its obligations contained in this Agreement and any action taken by it pursuant to this Agreement shall be performed in accordance with all applicable laws, statutes, rules, regulations and ordinances.

15.9 Severability. If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction, or declared under any law, rule or regulation of any government having jurisdiction over the parties hereto, to be invalid, illegal or otherwise unenforceable, then such provision will, to the extent permitted by the court or government not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect according to its terms.

15.10 Dispute Resolution. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by informal mediation.

15.11 Entire Agreement; Waiver. This Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes any and all prior agreements, if any, contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the parties concerning the subject matter hereof and shall not be amended except by written agreement signed by both parties. No representation, promise, modification, or amendment shall be binding on either party as a warranty, amendment or otherwise, unless in writing and signed on behalf of such party by a duly authorized representative. Failure on any occasion by either party to enforce any term of the Agreement shall not prevent enforcement on any other occasion

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives.

Sage Software, Inc.	Developer
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: