

Sage Developer Services Developer Services Licence Agreement

(Last updated: May 2024)

THIS SAGE DEVELOPER LICENCE AGREEMENT (“**DLA**”) APPLIES WHERE YOU REGISTER FOR ACCESS TO OR USE OUR DEVELOPER SERVICES (DEFINED BELOW). THIS DLA GOVERNS SAGE GLOBAL SERVICES LIMITED’S AND OR ITS AFFILIATES’ RELATIONSHIP WITH YOU FOR YOUR ACCESS TO, AND USE OF, THE DEVELOPER SERVICES.

IF YOU ARE AN INDIVIDUAL AGREEING TO THIS DLA ON BEHALF OF YOUR BUSINESS ENTITY, YOU REPRESENT THAT YOU ARE AUTHORISED TO BIND YOUR BUSINESS ENTITY TO THIS DLA AND BY ACCEPTING THE DLA, YOU ARE DOING SO ON BEHALF OF THAT BUSINESS ENTITY (AND ALL REFERENCES IN THESE TERMS TO “**YOU**” OR “**YOUR**” IS TO THAT BUSINESS ENTITY). YOU ACCEPT THIS DLA EITHER BY (A) CLICKING THROUGH IT; (B) CHECKING A BOX OR PERFORMING SOME OTHER POSITIVE ACTION TO SIGNIFY YOUR ACCEPTANCE TO IT ELECTRONICALLY; OR (C) PROCEEDING TO DOWNLOAD, INSTALL, ACCESS OR USE THE DEVELOPER SERVICES TO WHICH THIS DLA RELATES.

IF YOU DO NOT ACCEPT THIS DLA (OR ANY PART OF IT) OR YOU DO NOT HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THIS DLA, YOU MUST NOT ACCESS OR USE THE DEVELOPER SERVICES.

If you use the Developer Services in conjunction with other Sage products or services, then the terms for those other products or services also apply. In the event of any conflict or inconsistency between this DLA and any other Sage terms and conditions that you may be subject to, this DLA will prevail with respect to your use of, and access to, our Developer Services.

We may update this DLA at any time in our sole discretion. We will use reasonable endeavours to notify you of any material amendments in writing by sending an email or posting a notice in the Developer Services, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this DLA. By continuing to access or use the Developer Services, you are indicating that you agree to be bound by the modified terms. We may also impose limits on certain features and services or restrict your access to some or all of the Developer Services. We may release subsequent versions of some or all of the Developer Services and require that you use those subsequent versions, at your sole cost and expense. **If you do not agree to the modified terms in this DLA or if we terminate this DLA, you must stop using the Developer Services.**

1. Definitions and Interpretation

1.1. The following definitions apply to this DLA:

“**Affiliate**” 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;

“**API**” means the application program interface, including: (a) any form of machine accessible application programming interface that Sage makes available which provides access to the Sage Services, including all associated tools, elements, components and executables therein; (b) any Sage sample code that enables interaction with the Sage Services; and (c) documentation that Sage makes available from time to time to help enable your access to the APIs;

“**Applicable Law**” means any and all applicable domestic or foreign declarations, decrees, laws, statutes, by-laws, directives, rules, regulations, statutory instruments or any delegated or subordinated legislation or other similar binding requirements (as amended, re-enacted, consolidated or replaced, or as their application is modified by other Applicable Law) from time to time which apply to the Developer Services, or, in the case of Sage, the rules of any listing authority or stock exchange on which our shares or those of our Affiliates are listed or traded;

“**Application(s)**” means your products, services, websites or applications developed using the Developer Services or with data derived from calls to components within the Developer Services;

“**Confidential Information**” means all information of a party disclosed to the other party, 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, including this DLA and the Developer Services. Confidential Information excludes any information that (a) was known by a party without a confidentiality restriction prior to its disclosure by the other party; (b) was or becomes publicly available through no wrongful act of the party; (c) was rightfully received from a third party authorised to make such disclosure without restriction; (d) information that has been independently developed by the party without use of, or reference to, the other party’s Confidential Information; and (v) was authorised for release (in writing) by the other party;

“**Data Protection Addendum**” means the Data Protection Addendum posted on <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/data-protection-addendum/>, as amended from time to time;

“**Data Protection Laws**” means local, national or international laws and regulations which relate to the protection or processing of personal data, including but not limited to the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”); the UK Data Protection Act 2018 (and regulations made thereunder) and UK GDPR; and any other relevant local, state, provincial, EU or national data protection laws, in each case as amended, supplemented or replaced from time to time, and in each case to the extent that they apply to the processing of personal data by a party;

“**Developer Services**” means the SDK and/or the API (as applicable);



“Developer Services Data” means any data accessed or obtained using the Developer Services, including any data aggregated, anonymised or derived from that data;

“Documentation” means any instructions, manuals, marketing, training, specifications or technical documentation including any updates thereto, relating to the use of the Developer Services or the Sage Services;

“Feedback” means any suggestions, comments or other feedback in relation to the Developer Services;

“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). For the purposes of this DLA, a cyber attack or breach of cyber security is beyond our reasonable control, subject to us being able to demonstrate that we acted in accordance with what would be reasonably considered to be good practice by a business accountancy and payroll software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security;

“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), trade secret rights, trade marks, service marks, domain name rights, database rights, patents, trade secrets, 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;

“Privacy Notice” means the privacy notice posted on <https://www.sage.com/en-gb/legal/privacy-and-cookies/>, as amended from time to time;

“Sage Marks” means any name, trademark, logo, symbol or slogan (whether registered or not) owned or used by us or any of our Affiliates now or in the future anywhere in the world, including, but not limited to, the word mark “Sage”;

“SDK” means our software development kit (including any updates and future releases), which may include documentation, source code, libraries, content or other materials that we make available to you either as an individual component or as multiple components;

“Sage Service(s)” means the Sage software, services, applications or functionality for which the Developer Services have been developed; and

“Sage”, “we”, “us”, “our” means Sage Global Services Limited a company incorporated in England (company registration number 09506951, VAT number GB 555 909 605) whose registered office is at C23 - 5 & 6 Cobalt Park Way Cobalt Park, Newcastle Upon Tyne, United Kingdom, NE28 9EJ, or such other entity as may be identified in the invoices which are issued to you with respect to your use of the Developer Services, in which case your contracting entity shall be the entity identified in your invoices unless and until specified otherwise by Sage.

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

2. Access to Developer Services

- 2.1. To access our Developer Services, you may be required to provide certain information to us as part of the registration process, or as part of your continued use of the Developer Services. We may approve or deny access to the Developer Services in our sole discretion. You must ensure that you provide us with full and accurate registration information upon registration for access and use of the Developer Services for the duration of the term of this DLA.
- 2.2. You must keep your user credentials (including usernames and passwords) secure and confidential at all times. You remain fully responsible for all use of, and access to, the Developer Services using your user credentials. You are not permitted to share the access credentials with any third party without our prior written consent.
- 2.3. You agree to restrict access to, and use of, the Developer Services and, if applicable, to any Sage Services so that only those employees of yours with a need to know may see, access or use the Developer Services and, if applicable, the Sage Services.

3. Use of the Developer Services

- 3.1. Subject to your compliance with all of the provisions of this DLA, we grant you a limited, worldwide, royalty-free, revocable, non-assignable, non-transferable and non-exclusive personal licence to access and use the Developer Services solely to develop, test and support your Applications.
- 3.2. Subject to your compliance with all the provisions of this DLA, we grant you a limited, worldwide, royalty-free, revocable, non-assignable and non-exclusive licence to access and use the Sage Services solely to develop, test and support your Applications and to demonstrate the Sage Services in connection with your efforts to sell end-user licences to the Applications.
- 3.3. You agree that your access and use of the Sage Services is solely for the purpose of development only and in no circumstances will you use the Sage Services as a live instance for any purpose, including, but not limited to, running your own internal business affairs or that of a third party; any such access and use is subject always to the standard end-user terms and conditions for the particular Sage Service as well as this DLA. Except as expressly provided otherwise in this DLA, you shall not modify the Sage Services, incorporate them into other software, or create derivative works from the Sage Services or any portion thereof.
- 3.4. You acknowledge that you are not granted any right under this DLA to sell or distribute the Sage Services. Such right, if any, will be granted only under a separate agreement with us.
- 3.5. Your access to and use of the Developer Services must be in accordance with any Documentation we make available to you, and may be subject to call, usage and other limits as notified to you. You agree not to, and will not attempt to, circumvent any limitations to the Developer Services.

- 3.6. Each of the Sage Services and the Developer Services is licensed as a single product, and its component parts shall not be separated for use by you. Where applicable, you may use or make such copies of the Developer Services as are reasonably necessary for non-production development purposes of your Applications only, or as otherwise agreed in writing by us. In addition, you may make one copy of the Developer Services for non-development related archival and back-up purposes only.
 - 3.7. You acknowledge and agree that we own all right, title and interest in and to the Developer Services, the Sage Services and the Sage Marks, and all Intellectual Property Rights therein. We reserve all rights not expressly granted under this DLA.
 - 3.8. You may only access and use the Developer Services for the express purpose set out in this DLA. In particular, you must not, and must not allow anyone else to:
 - 3.8.1. work around any technical limitations in the Sage Services or the Developer Services;
 - 3.8.2. except as otherwise expressly set out in this DLA, distribute, redistribute, make copies of, sell or otherwise commercially exploit the Sage Services or the Developer Services (or any part thereof);
 - 3.8.3. alter, adapt, merge, modify, translate, reverse engineer, decompile or disassemble the whole or any part of the Sage Services or the Developer Services, other than (and only) to the extent that Applicable Law expressly permits or with our prior written consent;
 - 3.8.4. interfere with, or disrupt the availability or integrity of, the Developer Services or any data (including Developer Services Data) or any of our Sage Services;
 - 3.8.5. scrape, build databases or otherwise create copies of any data (including Developer Services Data) accessed or obtained using the Developer Services, except as necessary to develop, test and support your Applications, or use the Developer Services including in any of your Applications to replicate or attempt to replace the user experience of the Sage Services;
 - 3.8.6. access or use the Sage Services or the Developer Services: (a) for any immoral, illegal or any other purpose which may be threatening, abusive or harmful, including, but not limited to, the creation or transmission of any virus, defect, Trojan horse, worm, malware, cancel-bot or other destructive or contaminating programme; (b) or any data (including Developer Services Data) obtained using the Developer Services, to identify, exploit or publicly disclose any potential security vulnerabilities; or (c) to allow or encourage the violation of third-party rights;
 - 3.8.7. circumvent technological measures to prevent direct database access, nor manufacture tools or products to that effect, nor build conversion functionality that converts end user data from any Sage Services to a competing product or service;
 - 3.8.8. for the purpose of incorporation into, or the development of, any software or other product or technology which competes with any Sage Services, use or copy (irrespective of the extent of copying) the whole or any part of the Developer Services or any of the Sage Services' graphic user interface, operating logic or underlying database structure and database fields;
 - 3.8.9. use or transfer any Developer Services Data for advertising or marketing purposes including: (a) targeting ads; or (b) serving ads. For clarity, this prohibition on using Developer Services Data for advertising or marketing purposes does not extend to using other data, such as: (a) the number of users of your Applications; (b) a user identifier you independently receive from a user (e.g., an email address you receive when a user enrolls to use your Applications, or a device or advertising identifier); or (c) a product or service identifier that identifies a Sage Service; or
 - 3.8.10. unless we expressly permit, distribute the Sage Services or the Developer Services in source code form or allow others to modify or distribute it.
 - 3.9. You understand that your access, use and distribution of certain components of the Developer Services may be subject to additional terms (including third-party licence terms) and that such components are governed by those terms in addition to this DLA. Where there is a conflict between this DLA and any additional terms accompanying the applicable component of the Developer Services, those additional terms shall prevail in respect of the conflicting subject matter.
 - 3.10. Your right to access or use the Developer Services may be time-limited (as otherwise notified by us) or may be subject to obtaining other rights from a third party, including, but not limited to, a third-party platform provider.
 - 3.11. You may not access or use the Developer Services in any way that could impair, harm or damage Sage, the Developer Services or any of the Sage Services or any third party's use of them.
 - 3.12. You agree to access and use the Sage Services and the Developer Services in accordance with this DLA and all Applicable Law (including, but not limited to, laws regarding the import or export of data or software, privacy, personal data and local laws), and you agree to develop Applications that comply with Applicable Law.
 - 3.13. You are solely responsible for your access and use of: (a) the Developer Services; (b) your Applications; and (c) any third-party applications, data or other content which you access via the Developer Services, and we shall have no liability to you in respect of your Applications, any third-party applications or any data and other content. Any exchange of data between you and a third party is solely between you and that third party.
- #### 4. Your obligations
- 4.1. Subject to your compliance with this DLA, you may use the Developer Services to develop, test and support your own Applications, provided that you will:
 - 4.1.1. prior to distribution to a third party, rigorously test your Application to ensure that it:
 - 4.1.1.1. provides the functions and facilities and performs as described by you; and
 - 4.1.1.2. will not adversely affect the functions and facilities of any of the Sage Services with which your Application is intended to or may be used;
 - 4.1.2. make clear to every licensee or third-party user of your Application that your Application belongs to you and that you are solely responsible for any such Application and any issues associated with it.

Under no circumstances will we be liable or responsible.

- 4.2. For the avoidance of doubt, we will not be responsible for any customer support of Applications. You shall be solely responsible, at your expense, for providing customer support to end users, customers and distributors of your Applications.
- 4.3. You must ensure that you access and use the Developer Services in a secure way at all times and that the Applications which interact with Sage Services will remain secure and that they will not compromise the Sage Services, or any data contained within the Sage Services or any third-party services.
- 4.4. If you integrate your Applications with any of the Sage Services or any other product or services, you remain solely responsible for any such Applications and any issues associated with it. Under no circumstances will we be liable or responsible.
- 4.5. We may from time to time modify, update, suspend or terminate the Developer Services or any part of the Developer Services at our sole discretion by providing reasonable notice to you.
- 4.6. You understand and acknowledge that as a consequence of clause 5, the Developer Services may become incompatible with any application (including your Applications) which were developed using earlier versions of the Developer Services. It is your responsibility to ensure that you access and use the latest version of the Developer Services.

5. Maintenance and Technical Support

- 5.1. We will endeavour to give you reasonable notice of any planned maintenance likely to impact our Developer Services, or any proposed material modifications to our Developer Services.
- 5.2. You are required to make any change to your Applications that is required for integration as a result of any maintenance release at your sole cost and expense as soon as reasonably practicable after being made aware of such maintenance release. You are solely responsible for any impact or consequence, including associated liability, costs or claims associated with your failure to comply with this clause 5.2.
- 5.3. We have no obligation to support the Developer Services. We may (at our sole discretion) choose to offer support in respect of the Developer Services. Any such support will be subject to our own documentation at that time (which we may change at any time at our discretion). We may end any support of the Developer Services at any time in our sole discretion, and without notice or other obligation to you. In all cases, support excludes any support of third-party applications or services.

6. Duration and Termination

- 6.1. This DLA shall apply from the date you access or use our Developer Services and will remain in force until terminated as provided in this clause 6. Your right to access and use the Developer Services shall cease upon termination of this DLA.
- 6.2. Either party may terminate this DLA 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.

- 6.3. You may terminate this DLA by ceasing access to, or use of, the Developer Services.
- 6.4. We may terminate this DLA without cause by giving you not less than thirty (30) days' notice. Your right to access and use the Developer Services and the Sage Services shall cease upon termination of this DLA.
- 6.5. In addition to our right to terminate this DLA, we may also immediately suspend your access to, and use of, the Developer Services at any time if: (a) we do not receive any fees due (if applicable); (b) we suspect that you have breached any part of this DLA; or (c) we reasonably believe you to be causing harm in any way to us, the Sage Services or our customers. Any suspension of your access to, and use of, the Developer Services will continue until such time that the breach in question has been remedied to our reasonable satisfaction and/or we have received payment in full. Where we suspend your access to, and use of, the Developer Services under this clause 6, we may at our sole discretion agree to reactivate your use and access.
- 6.6. We may also suspend or withdraw your access to our Developer Services for business or operational reasons, or for a regulatory or legal reason. We will endeavour to give you notice of any such suspension or withdrawal.

7. Effect of termination

- 7.1. Where this DLA is terminated, you will:
 - 7.1.1. cease to be entitled to receive any rights or benefits associated with it;
 - 7.1.2. immediately cease access to, and use of, the Sage Services and Developer Services;
 - 7.1.3. (if applicable) discontinue use of the Sage Mark; and
 - 7.1.4. delete and/or destroy any materials and other documentation relating to the Sage Services and the Developer Services which you obtained in relation to, or as a result of, entering into this DLA.
- 7.2. We will not be liable for any losses which you incur resulting from any suspension or termination of your access to our Developer Services.
- 7.3. Clauses 6, 7, 8, 9, 10, 11, 12, 13 and 14 shall survive termination of this DLA. Termination of this DLA will not affect any accrued rights or liabilities of either party or the coming into force or continuance in force of any provision of this DLA which is expressly or by implication intended to come into force or continue in force on or after termination.

8. Warranties and Liability

- 8.1. EXCEPT AS EXPRESSLY PROVIDED IN THIS DLA, THE DEVELOPER SERVICES AND THE SAGE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS DLA 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 IN

THIS DLA, WE, OUR AFFILIATES AND OUR LICENSORS DO NOT WARRANT, REPRESENT, UNDERTAKE OR GUARANTEE THAT YOUR USE OF THE DEVELOPER SERVICES OR SAGE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE DEVELOPER SERVICES OR SAGE SERVICES ARE FREE FROM VIRUSES, BUGS, ERRORS OR MISTAKES; OR THAT THE DEVELOPER SERVICES, SAGE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OR DATA OBTAINED BY YOU THROUGH THE DEVELOPER SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS. WE, OUR AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE OR LIABLE FOR: (A) ANY ISSUES WITH THE DEVELOPER SERVICES OR SAGE SERVICES THAT ARISE FROM YOUR CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS; AND (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 DEVELOPER SERVICES OR SAGE SERVICES 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 DEVELOPER SERVICES OR SAGE SERVICES MEET YOUR REQUIREMENTS.

- 8.2. Nothing in this DLA seeks to limit or exclude our own, our Affiliates' or our licensors' liability: (a) for death and personal injury resulting from our (or our employees') negligence; (b) arising as a result of fraud or fraudulent misrepresentation; or (c) for any other liability that cannot be excluded or limited by Applicable Law.
- 8.3. Subject to clause 8.2 above, to the extent permitted by Applicable Law: (i) we shall have no liability (whether in contract, tort (including negligence) or otherwise) for any indirect, special, consequential, punitive or exemplary loss or damage that you, your customers or any user of your Applications may suffer in connection with this DLA or your use of the Developer Services, including but not limited to (a) any lost, corrupted, inaccurate or damaged data; (b) failure of security mechanisms; (c) interruption of business; (d) loss of customers; (e) loss of goodwill; (f) loss of revenue or profits (whether direct or indirect); (g) legal, tax or accounting compliance issues; (h) damage to reputation; or (i) loss in connection with any other contract, including any contract with your customers (whether direct or indirect), in each case, however caused; and (ii) in any event, other than Sage's indemnification obligations at clause 9, Sage's maximum aggregate liability to you whether in contract, tort (including negligence), statute or otherwise arising under or in connection with this DLA shall not exceed the higher of: (i) the value of the fees paid or payable by you to us in relation to your use of the Developer Services in the twelve (12) month period immediately preceding the event giving rise to claim; and (ii) £1,000.

- 8.4. Other than: (i) your obligation to pay any fees to us; (ii) breach of those losses which cannot legally be limited or excluded under law; or (iii) your indemnification obligations at clause 9, your total aggregate liability to us whether in contract, tort (including negligence), statute or otherwise arising under or in connection with this DLA shall not exceed the higher of: (a) the value of the fees paid or payable by you to us in relation to your use of the Developer Services in the twelve (12) month period immediately preceding the event giving rise to claim; and (b) £1,000.
- 8.5. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Developer Services, content or other material used or displayed through the Developer Services.

9. Indemnity

- 9.1. Subject to clause 9.3, we shall defend, indemnify and hold you and your Affiliates, officers, directors and employees harmless from and against any and all claims, demands, proceedings, costs, damages, losses, liabilities and expenses, (including without limitation, reasonable legal fees and court costs) (collectively, "**Damages**") to the extent arising out of or in connection with a third-party claim alleging that your use of the Sage Services infringes the Intellectual Property Rights of a third party. In no event shall Sage, its Affiliates, employees, consultants, agents and subcontractors be liable to you to the extent that the alleged infringement is based on: (a) a customisation or modification of the Sage Services at your direction or by anyone other than us; (b) your use of the Sage Services in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; (c) your use of the Developer Services or Sage Service in a manner contrary to our instructions, this DLA or the Documentation; or (d) your use of the Sage Services after notice of the alleged or actual infringement from Sage or any appropriate authority. If the Sage 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 the Sage Services; (ii) replace or modify the Sage Services so that the becomes non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate this DLA.
- 9.2. Unless prohibited by Applicable Law, you agree to defend, indemnify and hold us, our Affiliates and our third-party licensors harmless from and against any and all Damages arising out of or in relation to:
 - 9.2.1. your access to, or use of, the Sage Services or the Developer Services;
 - 9.2.2. any Applications you develop using the Developer Services including but not limited to any third party's use of any such Applications;
 - 9.2.3. your breach of clauses 3, 4, 11 or 12;
 - 9.2.4. your breach of any of your obligations under this DLA including a claim alleging that: (a) your collection, retention or use of Developer Services Data infringes the rights of, or has caused harm

to, a third party; or (b) your use of the Developer Services or Sage Services in breach of this DLA infringes the rights of, or has caused harm to, a third party, or otherwise violates Applicable Law; or

9.2.5. your infringement of Sage's or a third party's Intellectual Property Rights.

9.3. In the event of a potential indemnity obligation under this clause 9, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim; 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.

9.4. 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 9.

10. Our rights

10.1. We reserve the right at any time to charge fees for access to, and use of, the Developer Services. In such circumstances, we will publish our intention to do so and establish the terms relating to such fees. If you do not wish to pay such fees, you must stop accessing and using the Developer Services prior to the commencement of the period from which fees will become chargeable.

10.2. We, our Affiliates, or our third-party licensors (as applicable) own and will continue to own the Intellectual Property Rights in and to the Developer Services, including any copies. Other than as expressly permitted under this DLA, you will not use, or permit any third party to use, any of our Intellectual Property Rights, including, but not limited to, the Sage Marks, or any mark, words, logo, device or any other branding which is similar to or mimics any Sage Marks, without first obtaining our prior written consent.

10.3. You agree not to remove, obscure or alter any proprietary rights notices that appear within or upon any part of the Developer Services. You shall at all times permit us to verify that your use of our Developer Services is within the terms of the licence granted to you under this DLA, subject always to us complying with your reasonable security and access regulations.

10.4. All Intellectual Property Rights in Sage Services are owned by our licensors or our Affiliates (as applicable) and if you use any part of the Developer Services to access the Sage Services you must do so in a manner consistent with our rights.

10.5. If you provide us with any Feedback, you grant us an exclusive, worldwide, royalty-free, perpetual and irrevocable licence with no restrictions or obligations. This licence allows us to use, disclose, reproduce, copy, modify, sub-licence and otherwise exploit the Feedback for any purpose. You hereby waive all rights to be compensated or seek compensation for the Feedback. We shall have the right to file, prosecute, and maintain

Intellectual Property Rights related to the Feedback.

11. Security, Privacy and Data Protection

11.1. Some Developer Services features connect to Sage or third-party information technology services and infrastructure and transmit data to them. By accessing and using the Developer Services, you consent to the transmission of this information. We are not responsible for any data transmitted to any third party through the Developer Services.

11.2. Our Developer Services are designed to help you develop, test and support your Applications. You agree that Sage may monitor the use of the Developer Services to ensure the quality of, improve and develop the Developer Services, Sage Services and other Sage products, services, platforms and/or applications, and verify your compliance with this DLA. We may restrict or terminate access to the Developer Services or perform an audit (including by hiring an independent auditor acting on our behalf) of your Applications if you fail to provide adequate information and materials to verify your compliance with this DLA. If such audit reveals that the Developer Services have been used or accessed other than in accordance with this DLA, then, without prejudice to our other rights, your access and use of the Developer Services shall be promptly disabled without further recourse to you.

11.3. You must comply with Applicable Law applicable to your use of the data accessed through the Developer Services, including, but not limited to, Data Protection Laws and laws related to confidentiality.

11.4. Each party will abide by the terms of the Data Protection Addendum, and references therein to the "Agreement" shall be construed as references to this DLA. Any Developer Services Data shall be handled in accordance with the requirements of the Data Protection Addendum, except where Sage is acting as a data controller in line with clause 11.5 below.

11.5. You acknowledge and agree that Sage may be processing Developer Services Data in line with our Privacy Notice. In that context, you confirm that you are authorised by the relevant data subjects, or you are otherwise permitted pursuant to Data Protection Laws, to disclose the Developer Services Data to us and specifically that you have provided these data subjects with appropriate information with regards to the processing of their personal data by us, as described in our Privacy Notice.

11.6. In the event of (i) a data breach by you resulting from any aspect of the Developer Services involving your Applications or any data collected through your Applications; or (ii) any vulnerabilities related to your Application's connection to the Developer Services discovered by you or reported to you by a third party, you will promptly contact our Cyber Defence Operations team (cdo@sage.com) and provide details of such data breach or vulnerability.

12. Compliance with Laws.

12.1. Each party shall comply with all applicable laws, statutes, codes and regulations in relation to the Developer Services, including applicable anti-bribery and anti-corruption laws, Applicable Law, 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.

12.2. Notwithstanding the generality of clause 12.1, the Developer 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 DLA, 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 DLA immediately on written notice to you. You shall not permit anyone to access or use the Developer 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 you accept this DLA. You shall have and shall maintain throughout the term of this DLA appropriate procedures and controls to ensure and be able to demonstrate your compliance with this clause 12. 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 12 is breached by you, we shall have a right to immediately suspend your use of the Developer Services to the extent that we consider necessary without prior notice and/or terminate the DLA 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 Affiliates) breach of this clause 12.2.

12.3. 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 DLA and, in particular, this clause 12. 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 Affiliates use and access the Developer 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 DLA and we shall have a right to terminate this DLA immediately on written notice to you.

13. Confidentiality and Publicity

- 13.1. The Developer Services may contain our Confidential Information. Each party undertakes that it shall not, at any time, disclose any Confidential Information, except as permitted by this DLA.
- 13.2. Each party may disclose the other’s Confidential Information: (a) to its respective Affiliates, directors, employees, officers, representatives, contractors, sub-contractors or advisers who need to know such Confidential Information for the purposes of carrying out our respective obligations under this DLA; and (b) as may be required by Applicable Law.
- 13.3. Neither party shall use the other’s Confidential Information for any purpose other than to perform our respective obligations under this DLA.
- 13.4. Neither party shall make, or permit any person to make, any public announcement concerning this DLA without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by Applicable Law.
- 13.5. These confidentiality provisions shall continue to apply for a period of three (3) years following the termination of this DLA.

14. General terms

- 14.1. This DLA is personal to you, and you may not assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this DLA without our prior written consent.
- 14.2. This DLA is non-exclusive. You acknowledge that Sage may develop (or may receive) features, applications, products or services that may be similar to, or compete with, your Applications or any other products or services, and nothing in this DLA will be construed as restricting or preventing Sage from doing so.
- 14.3. This DLA constitutes the entire understanding between you and us with respect to their subject matter and supersedes all prior agreements, negotiations and discussions between you and us relating to them.
- 14.4. Except as expressly set forth herein, any remedy in this DLA is not exclusive of any other available remedy.
- 14.5. Notwithstanding any provision contained in this DLA, neither party will be liable to the other to the extent performance of any obligations under this DLA is delayed or prevented by a Force Majeure event.
- 14.6. If a court or similar body decides that any wording in this DLA cannot be enforced, that decision will not affect the rest of this DLA, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we and you will treat the relevant part of the wording as if it is deleted.
- 14.7. Each party is an independent contractor and neither party will represent itself (as applicable) as agent, servant, franchisee, joint venturer or legal partner of the other. This DLA shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this DLA.
- 14.8. If a party fails to, or delay in, exercising any rights under

this DLA, that will not mean that those rights cannot be exercised in the future.

- 14.9. Except as expressly set out in this DLA, a person who is not a party to this DLA will have no rights to enforce any terms of this DLA.
- 14.10. This DLA is drafted in the English language. If this DLA is translated into any other language, the English language text will prevail.
- 14.11. This DLA and any dispute or claim arising out of or in connection with it or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England. Each of you and us irrevocably agrees to submit to the exclusive jurisdiction of the courts of

England over any claim or matter arising out of or in connection with this DLA or the legal relationships established by it.

- 14.12. Unauthorised use of the Sage Services or Developer Services or Confidential Information will diminish the value thereof to us and could cause irreparable harm and significant injury to us that could be difficult too fully ascertain. Therefore, if you breach any obligations set forth herein, we shall be entitled to equitable relief to protect our interests in the Sage Services, Developer Services or Confidential Information, including, but not limited to, immediate injunctive relief, as well as any other remedies available to us in equity or at law.