

## **Subscription Agreement for Sage 50 Accounts Professional Online**

### **Introduction, summary and important notes**

**THIS AGREEMENT GOVERNS YOUR USE OF SAGE 50 ACCOUNTS PROFESSIONAL ONLINE. YOU SHOULD READ ALL OF THIS AGREEMENT BEFORE ORDERING A SUBSCRIPTION FOR SAGE 50 ACCOUNTS PROFESSIONAL ONLINE AND BEFORE USING IT FOR THE FIRST TIME, AS BY DOING SO YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT.**

**BY ACCEPTING THIS AGREEMENT YOU AGREE THAT:**

- YOU ARE AUTHORISED TO ACCEPT IT ON BEHALF OF THE BUSINESS ENTITY WHICH YOU REPRESENT;**
- THIS AGREEMENT GOVERNS THE USE BY YOUR BUSINESS OF SAGE 50 ACCOUNTS PROFESSIONAL ONLINE; AND**
- YOU, AND THE BUSINESS ENTITY WHICH YOU REPRESENT, WILL COMPLY WITH ALL ITS TERMS.**

**IF YOU ARE AN ACCOUNTANT OR BUSINESS PARTNER AUTHORISED BY SAGE TO ORDER SUBSCRIPTIONS FOR YOUR CLIENTS AND CUSTOMERS, YOU AGREE TO INFORM THEM OF THIS AGREEMENT.**

**If at any time you do not accept this Agreement, we do not permit you to use Sage 50 Accounts Professional Online. You may cancel your subscription within 7 days of the date we emailed you your subscription key, so if you contact us within this time, we will arrange for your subscription to be cancelled, and for any relevant payments to be refunded; please see clause 2.3 for further details. If after this time you decide that you do not accept this Agreement, you may terminate this Agreement in accordance with clause 11.4, and no refund is payable.**

### **Summary of what this Agreement says**

This Agreement sets out your and our rights and obligations in relation to our provision of Sage 50 Accounts Professional Online and your use of it. The following is a summary of the more important clauses: Clause 2 tells you how to purchase a subscription for Sage 50 Accounts Professional Online and related information and, together with clause 3, tells you how you can use it.

Clause 5 sets out your payment obligations, although more detailed information about prices and payment are available from either Our Website or your Sage 50 Accounts Professional Online partner (depending on whether you receive Sage 50 Accounts Professional Online directly from us or via your Sage 50 Accounts Professional Online partner).

Clause 6 is important because it informs you how data will be used – because Sage 50 Accounts Professional Online is heavily reliant on data, the clause is quite long, but it is important you read it to understand what we will and will not do with your data. In summary it tells you how we collect your data and information, the purposes for which, and the manner in which, we (and others) will use it.

Clause 7 includes an indemnity which will benefit you in the unlikely event Sage 50 Accounts Professional Online infringes third party intellectual property rights.

Clause 8 sets out our contractual promise (or “warranty”) about the quality of the service – this is important because it sets out your contractual rights if you are unsatisfied with Sage 50 Accounts Professional Online.

Clause 9 is also important because it sets out the extent of our liability to you if something goes wrong.

Clause 10 describes your liability if you breach your important obligations in clauses 2 and 3.

Finally, clause 11 describes how this Agreement can come to an end, and what happens if it does.

### **What should you do if you have questions about Sage 50 Accounts Professional Online?**

If you have a question about Sage 50 Accounts Professional Online, you may find the answer on Our Website. If not, you can contact a member of the Sage 50 Accounts Professional Online team by email to [sageonline@sage.com](mailto:sageonline@sage.com), or by telephoning 0845 245 0258, or using such other details as may be published from time to time.

## Who are the parties to this Agreement?

This Agreement is between Sage (UK) Limited (registered number 1045967, VAT number GB 555909605) whose contact details are set out above and whose registered office is at North Park, Newcastle upon Tyne NE13 9AA, United Kingdom (“**Sage**”, “**we**” or “**us**”) and you, the business entity which on accepting this Agreement, will be registered to use Sage 50 Accounts Professional Online (“**you**”).

Unless you are a sole trader, if you are registering to access and use Sage 50 Accounts Professional Online for the first time in the capacity of an employee or contractor of a separate corporate body, partnership or similar business entity, you must have the authority of that business entity to: (a) use Sage 50 Accounts Professional Online for that entity’s business and (b) accept this Agreement on behalf of that entity. In such circumstances you confirm and warrant to Sage that you are authorised in this way. If you are unsure about this, you must confirm that you have such authority with an appropriately senior manager or director or partner (or equivalent), or that this Agreement has already been accepted.

This Agreement is made in consideration of the obligations entered into (including for you to pay charges and Sage to permit you to use Sage 50 Accounts Professional Online) and the rights granted by each of the parties.

## You and Sage agree as follows:

### 1. What do the defined terms mean?

In this Agreement, references to a “**person**” include an individual, sole trader, partnership, body corporate, an unincorporated association of persons and any other legal entity; technical expressions shall have the relevant meaning commonly attributed to them in the computer software business sector in the U.K.; and, in addition to the terms defined elsewhere in this Agreement, the following capitalised words shall have the following meanings:

“**Affiliate**” means, in relation to a legal entity, any person which Controls that entity, is under that entity’s Control or is Controlled by the same person which Controls that entity, where “**Control**” means possessing, directly or indirectly, the ability to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise, and “**Controlled**” shall have a corresponding meaning;

“**Effective Date**” has the meaning given in clause 2.2.3;

“**End User**” means any individual permitted by you to use Sage 50 Accounts Professional Online;

“**Our Website**” means the current web site pages relating to Sage 50 Accounts Professional Online at [www.sage.co.uk](http://www.sage.co.uk);

“**Sage 50 Accounts Professional Online**” means Sage’s service permitting the remote access and use of Sage’s 50 Accounts, as is definitively described in the User Guide;

“**Sage 50 Accounts Professional Online Partner**” means a business, independent of Sage, which is an authorised provider of Sage 50 Accounts Professional Online;

“**Terms of Use for End Users**” means the terms of use governing the use of Sage 50 Accounts Professional Online by End Users, a copy of the current version is attached as a schedule, and the most up to date version of which is accessible on Our Website;

“**User Guide**” means the technical and user guides of Sage 50 Accounts Professional Online which Sage from time to time makes available to Users;

“**Your Data**” has the meaning given in clause 6.2.4;

the use of the word “**including**” and similar expressions will be construed as illustrative and not exhaustive; references to a “**page**” mean a web site page of Sage 50 Accounts Professional Online, unless specified otherwise.

### 2. Use of Sage 50 Accounts Professional Online

#### 2.1 Are there any general restrictions on use?

2.1.1 Sage 50 Accounts Professional Online is only intended for business use. You warrant (i.e. make a contractual promise) that you will only use Sage 50 Accounts Professional Online for business purposes.

2.1.2 You may only use Sage 50 Accounts Professional Online if your billing address is in the United Kingdom. If your billing address is not in the United Kingdom, you may not use Sage 50 Accounts Professional Online. For the avoidance of doubt you may access Sage 50 Accounts Professional Online from anywhere in the world, so long as you have a U.K. billing address.

2.1.3 You should also read clause 3.2, which describes in detail the restrictions on use of Sage 50 Accounts Professional Online.

## **2.2 How do I enter into a contract to access and use Sage 50 Accounts Professional Online?**

2.2.1 You can purchase the ability to access and use Sage 50 Accounts Professional Online by following the “buy now” process on Our Website. You will know that you are coming to the end of the process because Our Website will confirm what you have selected to buy and give you the opportunity to read this agreement. By making your purchase you indicate that you accept this Agreement.

2.2.2 During the “buy now” process, you will be given the option to choose what type of subscription you would like, for example the type of software you want to access and the number of End Users and company data sets (or “companies”) you need. Sage’s recommended price for your selected subscription will be displayed. This stage of the “buy now” process is Sage’s invitation for you to order a subscription for Sage 50 Accounts Professional Online for the minimum period of one year.

2.2.3 Next you will be able to confirm your order – if you do this you are making a binding offer to use Sage 50 Accounts Professional Online in accordance with the terms of this Agreement and pay for it for a minimum period of one year. You are also indicating your acceptance of this Agreement.

2.2.4 Shortly afterwards we will email you to confirm receipt of your order. Please note that this is only an automatic confirmation of your order. Once we have processed your order, we will email you to indicate that we accept it and to give you your subscription key which will enable you to start using Sage 50 Accounts Professional Online. Please note that the contract for your subscription starts when we send you this acceptance email. At this time the subscription contract (governed by this Agreement) relating to your use of Sage 50 Accounts Professional Online comes into effect, creating a binding obligation on you and Sage. In this Agreement this date is referred to as the “**Effective Date**”. The contract will be concluded in English; please see clause 12.1 for further details.

2.2.5 Soon after we email you your subscription key, you will be invoiced for your order, or payment for it will be taken as described when you placed your order. If you subscribed via an accountant, your accountant may invoice you directly.

2.2.6 You will need to activate Sage 50 Accounts Professional Online as described in the email we send with your subscription key. In doing so you will need to confirm you accept this Agreement, or the entity who will actually be using it (if different) will need to indicate they accept this Agreement.

## **2.3 Can I cancel my subscription for Sage 50 Accounts Professional Online?**

You may cancel your subscription within 7 days of the date on which we emailed you your subscription key. To do so you should reply to that email with “Cancel Order” in the subject line. If you have deleted or lost that email, you should email [sageonline@sage.com](mailto:sageonline@sage.com) with “Cancel Order” in the subject line, giving your name, address and Sage account number. If you cancel your subscription in this way, we will refund to you any relevant payments you have made to us, as soon as possible.

## **2.4 What should I do if I make an error during the “buy now” process?**

Any obvious errors you make during this process will be identified automatically and you will be prompted to make a correction. If you make an error and are not automatically given the opportunity to correct it, you should immediately email the details to [sageonline@sage.com](mailto:sageonline@sage.com).

## **2.5 Will the completed contract be stored and made available by Sage?**

We will not keep a separate record of the contract relating to your specific subscription for Sage 50 Accounts Professional Online, so it will not be available from us. We therefore strongly recommend you print a copy of this Agreement and the “buy now” page, both before and after you submit your payment details, together with the confirmation you receive from us. We will keep general archives of our subscription agreements for Sage 50 Accounts Professional Online, terms of use for end users and other relevant documentation and records, in case any queries arise in the future.

## **2.6 How can you use Sage 50 Accounts Professional Online once you have paid for the ability to use it?**

2.6.1 For so long as you pay the applicable charges, you may permit the agreed number of End Users to access and use the relevant subscription for Sage 50 Accounts Professional Online. You agree to ensure that those End Users comply with this Agreement. Those End Users must only use the relevant subscription for Sage 50 Accounts Professional Online as follows:

- for their own (or their employer’s) accounting and finance and related purposes;
- as permitted by and subject to the terms of this Agreement;
- as described in the User Guide;
- in the course of their (or their employer’s) own business; and
- with their own (or their employer’s) data only.

2.6.2 From time to time you may change the identity of the individuals who are End Users. We reserve the right to limit the number of times, or the frequency with which, you can do this. We will consult with you before exercising this right.

2.6.3 If an End User is not the employee of a subscriber for Sage 50 Accounts Professional Online, that subscriber must ensure that such End User (a) complies with the Terms of Use for End Users and (b) uses the relevant data in Sage 50 Accounts Professional Online in accordance with that subscriber's instructions.

2.6.4 You may only buy the ability to use one company data set. If you require more data sets than this, please email [support@sage.com](mailto:support@sage.com).

## **2.7 After the cancellation period, how long does the contract to use Sage 50 Accounts Professional Online last?**

2.7.1 If you received your subscription key from an entity other than Sage, your contract with that entity may set out how long your contract to use Sage 50 Accounts Professional Online lasts – in that case that contract overrides this clause 2.7. If you do not have such a contract, or if you access Sage 50 Accounts Professional Online directly via us, clause 2.7.2 governs how long the contract lasts.

2.7.2 Subject to your right to cancel as described in clause 2.3 and the rights to terminate early as described in clause 11, the minimum term of this Agreement, and the minimum period for which you must pay to use Sage 50 Accounts Professional Online, is one year. You may terminate this Agreement at any time in the first eleven months of that year by giving us notice as described below, when such notice will be effective at the end of that year. After that time you can stop your subscription by giving us at least 30 days' written notice. You may communicate such notice by telephoning 0845 11 11 111, choosing option 2, or by emailing [support@sage.com](mailto:support@sage.com), or by writing to the Sage 50 Accounts Online support team at the address given at the beginning of this Agreement. We will acknowledge such notice by sending an email to your key contact. If you do not receive such email within two working days, or receive it but no longer wish to terminate this Agreement, please contact us immediately.

## **3. What are your obligations?**

3.1 You agree to:

3.1.1 ensure that your details given in relation to your use of Sage 50 Accounts Professional Online are true and accurate;

3.1.2 comply with the terms of this Agreement and to use Sage 50 Accounts Professional Online as described in the User Guide;

3.1.3 comply with your contractual obligations to your Sage 50 Accounts Professional Online Partner, if you have one;

3.1.4 notify us if at any time you become aware of any unauthorised use of the user names and/or passwords of your End Users, or any other security issue with Sage 50 Accounts Professional Online, and to co-operate with Sage to the extent reasonably necessary to rectify that situation;

3.1.5 comply with the Terms of Use for End Users, and agree to ensure that the End Users who access Sage 50 Accounts Professional Online on your account do so;

3.1.6 only store the maximum amount of data, if any, as may be described from time to time on Our Website and/or in the User Guide. If at any time you exceed the amount of any specified limit, for so long as you do so, Sage may charge you at its then standard rates for additional storage.

3.2 Except as expressly permitted by another clause of this Agreement or by separate arrangement with us, you agree not to and agree to ensure that no End Users:

3.2.1 permit any other person, directly or indirectly, to access, use or otherwise exploit the right and ability to use Sage 50 Accounts Professional Online in any way, including by permitting Sage 50 Accounts Professional Online to be either (a) re-sold, distributed, sublicensed, loaned or provided to others in a similar way; or (b) used as a hosted, bureau, outsourcing, or similar service;

3.2.2 use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface of Sage 50 Accounts Professional Online for incorporation into or the development of any software or other product or technology.

For the avoidance of doubt, this does not restrict accountants from making Sage 50 Accounts Professional Online available to their clients.

## **4. What are Sage's obligations?**

4.1 We will provide Sage 50 Accounts Professional Online, including technical support, as described in the User Guide. You can contact a member of Sage 50 Accounts Professional Online technical support team

by emailing [support@sage.com](mailto:support@sage.com) or by telephoning 0845 11 11 111, or by using such other contact details as we may publish from time to time.

4.2 We will automatically update the technology behind Sage 50 Accounts Professional Online from time to time, so you do not have to pay any additional charges for updates or upgrades.

## 5. Payment of charges

5.1 If you pay your subscription charges to an entity separate from Sage (e.g. if you obtained access via an accountant), you agree to pay those charges for at least one year, in the manner and at the times you agree with that separate entity. If you pay those charges to us, you agree to pay them as described on the relevant page of Our Website.

5.2 We may change the charges for using Sage 50 Accounts Professional Online at any time, by giving notice of such change on Our Website.

5.3 If we do change our charges, such change will come into effect within thirty days of the date we first notify you what the new charges will be. During that time you may terminate this Agreement by giving us written notice of at least thirty days which will be effective at the end of the next billing period. For the avoidance of doubt, during that notice period your payments will be calculated on the basis of the old charges. Also, you should remember to make your own copy of Your Data, as described in the User Guide.

## 6. How is information collected, used, stored and otherwise treated?

6.1 We collect, and you supply to us, such information as we request from you via Our Website, as is specified in the User Guide and such other information as we may from time to time reasonably request. You warrant (i.e. make a contractually binding promise) that this information is true and accurate.

6.2 You agree to our use, storage and disclosure of information and data as described in clauses 6.2.1 to 6.2.7. For the purpose of this clause 6, the terms "Personal Data", "Processing", "Data Processor" and "Data Controller" have the meanings given to them in the Data Protection Act 1998 (in this clause 6, the "DPA"). At the time of writing this Agreement, those definitions were available at the Office of Public Sector Information's website, here: <http://www.opsi.gov.uk/acts/acts1998/80029--a.htm> - 1.

6.2.1 At all times both of us will comply with our obligations under the DPA in relation to Personal Data. We will use contact details and other information which you provide to us, including your End Users' Personal Data, for performing our rights and obligations in this Agreement and for performing our legal obligations. We may also use it to contact you, via your relevant or nominated personnel, about our other relevant products and services, and to conduct research about our customers. That contact may be made via our contractors. You acknowledge that there is certain information that we must use in order to be able to provide the Sage 50 Accounts Professional Online, including names, email addresses and passwords of your End Users. If for any reason we are not permitted to use such information, we may not be able to perform our obligations in this Agreement. You acknowledge that in such circumstances you will still be obliged to pay our charges, and you will only be able to terminate this Agreement in accordance with clauses 2.6 and 11.

6.2.2 The main ways in which we will contact you will be by telephone, email, via Our Website and by post. If at any time you do not want us to contact you in any of these ways, you should contact us so that we can update your communication preferences.

6.2.3 We will only use your End Users' Personal Data for our own purposes relating to providing the Sage 50 Accounts Professional Online, with each such End User's consent for the purposes described in clause 6.2.1, and in the manner described in clause 6.2.2.

6.2.4 We will only use your company data ("**Your Data**") stored via Sage 50 Accounts Professional Online to the extent necessary for us to provide Sage 50 Accounts Professional Online. We acknowledge that Your Data is your proprietary and confidential data and that under no circumstances may we exploit that data for our own purposes not specifically relating to providing you Sage 50 Accounts Professional Online.

6.2.5 Subject to clause 6.2.4, you agree that we may track and record the manner in which you, and your End Users, use Sage 50 Accounts Professional Online, for example to find out how much storage space you use, for how long each End User logs on, and other ways in which Sage 50 Accounts Professional Online are used. Examples of reasons we would do this include: to enable us to improve Sage 50 Accounts Professional Online, for the purposes described in clause 6.2.1 and to be able to provide anonymised, aggregated data (i.e. not Personal Data) to third parties. If we do track and record use, we will minimise so far as possible the extent to which we use Personal Data, and if we do use Personal Data, we will notify the relevant End User that we do so and give them the opportunity to object. Under no circumstances will we provide Personal Data collected in this way (if any) to third parties.

6.2.6 The information which you submit and store via Sage 50 Accounts Professional Online may be stored on Sage's computer servers located in the U.S.A., which servers are controlled and managed by our Affiliate. We comply with UK and EU legislation relating to our export of data from the European Economic Area, and have taken steps to ensure that our Affiliate provides the required level of protection for your Personal Data.

6.2.7 We will disclose your contact and other relevant information (including Personal Data of your End Users, if necessary) to our Affiliates and contractors who assist us (and our Affiliates) to provide Sage 50 Accounts Professional Online.

6.2.8 You agree to bring the Terms of Use for End Users to the attention of your End Users, to help ensure that they understand and consent to our use of their information, including Personal Data. This is so that we may provide the Sage 50 Accounts Professional Online to them on your behalf.

## **7. Information about Sage's intellectual property rights and indemnity**

7.1 The intellectual property rights in Sage 50 Accounts Professional Online are our or our licensors' property. The service comprising Sage 50 Accounts Professional Online is protected by law and international treaty. We reserve (for ourselves and our licensors, as appropriate) all rights not expressly granted by this Agreement and you agree that at all times the copyright and any other intellectual property rights in Sage 50 Accounts Professional Online are and will be owned by Sage and its licensors, as appropriate.

7.2 Sage 50 Accounts Professional Online may incorporate technical and other protective measures designed to prevent unauthorised and/or illegal use of Sage 50 Accounts Professional Online. You agree to the incorporation of any such measures in Sage 50 Accounts Professional Online.

7.3 We indemnify you against any and all liability, loss, damage, reasonable costs and expenses (including reasonable legal fees) which you may incur as a result of any claim or action brought against you by a third party alleging that your authorised and proper use of Sage 50 Accounts Professional Online under this Agreement infringes the intellectual property rights of such third party. If that happens, you must take reasonable steps to mitigate any loss which you suffer or incur.

7.4 If in our reasonable opinion Sage 50 Accounts Professional Online are likely to become or do become the subject of a claim of infringement of a third party's intellectual property rights, we may elect to either:

7.4.1 obtain the right for you to continue using Sage 50 Accounts Professional Online as permitted under this Agreement; or

7.4.2 modify or replace the infringing part of Sage 50 Accounts Professional Online so as to avoid the infringement or alleged infringement, without materially reducing the functionality or performance of Sage 50 Accounts Professional Online.

7.5 If having used all reasonable endeavours we cannot achieve either of the circumstances referred to in clauses 7.4.1 or 7.4.2 on reasonable terms, and you give us a written notice to do so, we will promptly refund to you all charges paid by you for using Sage 50 Accounts Professional Online from the date of the actual or likely (in our reasonable opinion) infringement of that third party's intellectual property rights, when this Agreement including your right to use Sage 50 Accounts Professional Online will automatically terminate.

7.6 You must:

7.6.1 promptly notify us of any claim or threatened claim concerning your use of Sage 50 Accounts Professional Online;

7.6.2 not independently defend or respond to such claim or threatened claim; and

7.6.3 cooperate with us in the defence of any such claim or threatened claim, subject to our payment of your third party costs incurred in providing such cooperation.

7.7 The indemnity in clause 7.3 shall not apply to any claim:

7.7.1 which arises as a result of your use of Sage 50 Accounts Professional Online other than as permitted by this Agreement or as approved by us in writing; or

7.7.2 if, in relation to that claim, you do not comply with clause 7.6.

7.8 This clause 7 states your exclusive remedy in connection with any claim or threatened claim in relation to the intellectual property rights of a third party.

## **8. What warranties and disclaimers apply to Sage 50 Accounts Professional Online?**

### **(You should ensure you understand this clause)**

8.1 Subject to clauses 8.3 and 9.2.2, we warrant that Sage 50 Accounts Professional Online will give the functionality and levels of service as described in the User Guide, when used in accordance with it. To the

maximum extent permitted by law, the warranty in this clause 8.1 is exclusive and instead of all other terms, warranties, representations and conditions, express or implied, statutory or otherwise, relating to our provision of Sage 50 Accounts Professional Online. When we use the term 'warrant' or 'warranty', we mean that we make a contractual promise as described – if we break that promise, you can take legal action against us.

8.2 The warranty in clause 8.1 shall not apply to any warranty non-compliance which does not have a material effect on functionality and/or levels of service, nor shall it apply to the extent that any non-compliance arose or was exacerbated by any:

8.2.1 use of Sage 50 Accounts Professional Online other than in accordance with this Agreement; or

8.2.2 circumstances beyond our control, including any interruption to or failure of any website, computer and/or telecommunications services not provided by us, including the Internet.

8.3 If you believe our provision of the Sage 50 Accounts Professional Online does not conform with the warranty in clause 8.1, you should notify us in accordance with clause 12.10. We will then attempt to verify such non-conformance, and if we successfully do so, we will use our reasonable endeavours to modify Sage 50 Accounts Professional Online to correct that non-conformance. If we are not able to do so, we will provide you with the opportunity to make your own copy of Your Data, and refund you the charges you paid for any future period of use of Sage 50 Accounts Professional Online. We will calculate such refund pro rata to the nearest day, from the date we receive your notice of non-conformance to the end of the period for which you have paid. This Agreement will terminate automatically when you receive such refund, when clauses 11.5 to 11.7 will apply.

These are your sole and exclusive remedies in the event of a breach of the warranty in clause 8.1.

8.4 We do not warrant that: (a) Sage 50 Accounts Professional Online will meet your requirements; (b) their operation will be uninterrupted, or error or bug free; (c) their results of use will be correct, accurate or reliable; or (d) any defects in the Sage 50 Accounts Professional Online can or will be corrected.

8.5 You acknowledge that, subject to clause 9.1, no oral or written communications by or on our behalf shall create a warranty or in any way increase the scope of the above warranties.

## **9. To what extent is Sage liable for providing Sage 50 Accounts Professional Online?**

### **(You should ensure you understand this clause)**

9.1 Nothing in this Agreement shall exclude or limit our (or any Affiliate's or licensor's) liability for (a) fraud, (b) death or personal injury arising out of our (or any Affiliate's or licensor's) negligence or (c) any warranty about title or uninterrupted possession implied by statute.

9.2 Subject to clause 9.1, in no event will we, any Affiliate or any licensor be liable for:

9.2.1 lost income, lost profits or lost business, wasted time, anticipated savings, lost goodwill, third party costs and charges, or any business interruption, in each case whether caused directly or indirectly; or

9.2.2 any circumstances arising out of or in connection with the Internet, any third party or your telecommunication service, third party or your computer system, and/or associated or supporting systems not provided by us and used by you to use or otherwise access Sage 50 Accounts Professional Online;

9.2.3 any indirect, consequential, incidental or special damage, in the case of each of clauses 9.2.1 to 9.2.3, however caused and whether arising under contract, tort including negligence, statute or otherwise, even if we knew or ought to have known of such potential liability.

9.3 Subject to clauses 9.1 and 9.2, our (and any Affiliate's and licensor's) total liability shall not exceed the greater of: (a) the amount of charges actually paid by you to use Sage 50 Accounts Professional Online in the year prior to the date the circumstances causing such liability first arose, or (b) twenty thousand pounds sterling.

9.4 The limitation of liability in this clause 9 has been calculated to be proportionate to the charges paid by you to use Sage 50 Accounts Professional Online and takes into account the fact that it is not within our control how and for what purposes you use Sage 50 Accounts Professional Online.

## **10. How are you liable for using Sage 50 Accounts Professional Online?**

You agree to indemnify us and keep us indemnified against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of data, loss of business, depletion of goodwill and loss similar to all the preceding types of loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which we incur or suffer arising out of or in any way connected with any breach by you of clauses 2.1, 2.6 and 3.

## **11. How may this Agreement be terminated?**

11.1 This Agreement (including your right to use Sage 50 Accounts Professional Online) will automatically (i.e. without notice) and immediately terminate if you are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or you become insolvent, bankrupt or cease to trade or exist (for example if a partnership, you are dissolved), or an order is made or a resolution passed for your liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of your assets, or you enter into or propose any composition or arrangement with your creditors generally, or any person seeks a moratorium in respect of you under schedule A1 of the Insolvency Act 2000, or similar circumstances occur to you in any jurisdiction.

11.2 We may terminate this Agreement at any time by written notice, effective immediately, if you:

11.2.1 materially breach any term of this Agreement and either that breach is incapable of remedy or you have not remedied that breach within thirty days after receiving written notice requiring you to remedy it; or

11.2.2 fail to pay when due any charges payable to us or stop paying to use Sage 50 Accounts Professional Online.

11.3 You may terminate this Agreement as described in clauses 5.3 and 8.3.

11.4 Either we or you may terminate this Agreement at any time by giving the other party notice of at least one month in accordance with clause 12.10. If you give us notice to terminate this Agreement prior to the expiry of the initial minimum period of one year, you will not be entitled to any refund.

11.5 Upon termination of this Agreement however caused, we will stop your ability to access Sage 50 Accounts Professional Online, so that you will no longer be able to access and use Sage 50 Accounts Professional Online. You acknowledge that you may no longer be able to access Your Data via Sage 50 Accounts Professional Online from this time, which is one reason why it is so important that you make back ups of Your Data as set out in the User Guide.

11.6 Except in the circumstances described in clauses 11.1 to 11.3, if this Agreement is terminated and you notify us at the time of notice of termination that you require a copy of Your Data and follow the requirements set out in the User Guide, we may provide you with a copy of Your Data in the manner described in the User Guide. If we terminate this Agreement in accordance with clause 11.1 or 11.2, we may irretrievably delete Your Data from the effective date of termination. If you terminate this Agreement in accordance with clause 11.3, clause 8.3 sets out Sage's obligation relating to providing you with Your Data.

11.7 You acknowledge that if you ask us to give you a copy of Your Data after the date of termination of this Agreement, that (a) it is possible that we may have deleted Your Data, so not be able to provide it to you; and (b) we may charge you for providing the service of recovering, copying and sending Your Data to you.

11.8 Any termination of this Agreement will not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force, or the continuance in force, of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

## **12. What are the general terms?**

12.1 To the maximum extent permitted by law and to the extent consistent with validly entering into a binding agreement, the controlling language of this Agreement is English as spoken in the United Kingdom and any translation you have received has been provided solely for your convenience. In the event you have entered into this Agreement by means of the display of a translated version of this Agreement in a language other than English, you may request an English language version of this Agreement by notice to us. To the maximum extent permitted by applicable law, all correspondence and communication between you and Sage under this Agreement must be in English.

12.2 "Sage" is a registered trademark of Sage's Affiliate and "Sage 50 Accounts Professional Online" is a trademark of Sage. For more specific intellectual property rights statements you should refer to the appropriate part of Sage 50 Accounts Professional Online. Third party product and service names may comprise trade marks of their respective proprietor, in which case Sage acknowledges those marks.

12.3 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Agreement which will remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it valid and enforceable.

12.4 No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver of that failure or delay, nor shall any single or partial exercise of the same or other

rights or remedies prevent any further or other exercise of the same or other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be constructed as a waiver of those rights or remedies with respect to any other circumstances.

12.5 This Agreement constitutes the entire agreement between you and us with respect to your access and use of Sage 50 Accounts Professional Online, and supersede all documentation, information and other communications (in each case whether spoken or written) between the parties with respect to such access and use. You acknowledge that in entering into this Agreement you have not relied on any documentation, information, representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by us or on our behalf before the date you accepted this Agreement. You waive all rights and remedies which, but for this clause might otherwise be available to you in respect of any such representation, warranty, collateral contract or other assurance. Every sentence of this clause is subject to clause 9.1.

12.6 From time to time we may modify this Agreement by notifying you in accordance with clause 12.10 that it has been modified. You agree to immediately read such modified terms and, if you agree to them, you will indicate your acceptance of them by continuing to use Sage 50 Accounts Professional Online. If you do not accept such modified terms, you should contact us using the contact details given at the beginning of this Agreement to discuss the situation. If you do not accept such modified terms, and wish to terminate this Agreement, 11.4 will apply. Only one of our directors (or their nominee notified to you) is authorised to make any additional representations, commitments, or warranties binding on us.

12.7 We do not recommend or endorse any other entity, including any third parties who make Sage 50 Accounts Professional Online available to you - if you wish to engage with such an organisation, you should investigate its experience, skills and qualifications. No third party is appointed or authorised by us as our servant or agent, nor has any authority, either express or implied, to amend this Agreement, or to enter into any contract, provide any representation, warranty or guarantee with or to you on our behalf, or otherwise make commitments for us in any way whatsoever. Subject to clause 9.1, you agree that we will not be responsible for any act or omission of any third party, including any services provided by it in relation to the Sage 50 Accounts Professional Online, including any administration of it.

12.8 Subject to clause 9.1, we shall not be liable for and shall be excused from any failure to perform our obligations in this Agreement due to causes beyond our reasonable control.

12.9 Nothing in this Agreement shall confer on any third party any right or benefit under the Contracts (Rights of Third Parties) Act 1999, except that the benefit of clause 9 may be exercised by the relevant third parties, provided that this Agreement may be terminated and varied without those third parties' consent.

12.10 Your day to day communication with us must be via the contact details given in this Agreement and the Documentation (or any new details which we subsequently notify to you) and ours to you must be via those details given when you signed up to provide the Sage 50 Accounts Professional Online (or any new details which you subsequently notify to us). We will each use the appropriate communication medium including e-mail, and in the case of us communicating with you, by publishing notices on Our Website. All formal notices given under this Agreement shall be in writing including email. If sent by mail, formal notices shall be sent (if within the UK) by first class pre-paid post or (if within the UK or overseas) by courier of international repute and addressed: (a) if to Sage to its registered office at North Park, Newcastle upon Tyne NE13 9AA, for the attention of the Legal Team (e-mail: [uk.legal@sage.com](mailto:uk.legal@sage.com)); and (b) if to you, to the details you gave when you registered to use the Sage 50 Accounts Professional Online. Communication of formal notices under this Agreement addressed specifically to either of us will be effective on actual receipt by the intended recipient.

12.11 This Agreement is subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Sage (UK) Limited

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