Sage 200 Professional - Historical Licences - IRL

Sage 200 Historical Licence Disclaimer

Please complete and return to MMDContracts@sage.com

Company Information

Company Details:	
Company Name:	
Company Registration No: (Where Applicable)	
Contact Name:	
Telephone Number:	
Address:	
Email:	

Licence Type & Distribution Details

Keys to be supplied to:	
Sage Business Partner:	
Licence Type:	
Licence Version No:	

Please note:

- Direct keys will only be supplied in circumstances where the Sage Business Partner is no longer trading.
- Licence keys for v4.x, v5.x, v2009, v2010 & v2011 are only available as an annual licence.

Definition and Scope:

"Historical Access" means use of the Sage 200 product to view historical transactional data only. Use of the product in a live environment and/or for processing live transactional data is prohibited.

- The licence will be downgraded to a single user.
- Any SQL licences purchased via Sage for use with the product are terminated in line with the date your Sage 200 product licence/subscription is cancelled and cannot be reactivated.
- Upgrades to newer versions are not included – please reference our Historical licence upgrade process for further information.

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Terms & Conditions

The use of a historical licence by us for Historical Access will continue to be governed by the terms of our existing agreement with Sage Hibernia Limited ("Sage") for use of Sage 200 Professional (the "Product(s)"), to the extent appropriate and subject to the following conditions which shall take precedence to the extent of any conflict:

We confirm that we understand & accept the following:

1. Sage may specify certain fees which we must pay in order to acquire a licence. Any fees which we have paid in advance for use of the Product(s) will not be refunded if we elect to use the product, unless agreed otherwise with Sage.

2. Subject to payment of any applicable fees by us, the licence identified above will commence from the date on which our current licence of the Product expires, and will continue for a maximum period of seven (7) years, such period shall depend on the version of the software we hold as set out at here unless otherwise specified by Sage from time to time.

3. Any failure by us to comply with these terms and conditions will entitle Sage (at their sole discretion) to: (a) terminate our historical licence immediately upon notice in writing: and/or (b) charge us for our use of the historical licence at Sage's then current applicable fees for the period we have been in breach of the historical licence, and we agree to pay (or procure that our Business Partner will pay) such charges. If Sage elects to terminate the historical licence in accordance with these terms, we acknowledge and agree that Sage will not give us a refund for any amounts we have paid in advance and we agree to pay (or procure our Business Partner will pay), immediately upon demand, all amounts we owe to you by the date this agreement ends.

4. In all cases, Sage will not provide technical advice, support or assistance in relation to the use of a historical licence to customers or partners, and Sage is under no obligation to provide upgrades, updates, patches and/or replacements in respect of the Product(s).

5. Historical licences will be provided for the registration details which Sage currently holds, including regarding Modules (as defined in our existing agreement with Sage for use of the Product). Historical licences granted pursuant to this document will not include any components or elements provided through Sage's partner or developer network, including any software additions or customisations.

6. Historical licences will only be issued directly by Sage to us if our relevant Sage Partner (as defined in our existing agreement with Sage for use of the Product) has ceased trading.

7. We acknowledge and agree that numerous factors can impact the use of such licence(s), including the environment and operating system which the relevant Product is integrated with. Sage gives no warranties, conditions, or representations, express or implied, statutory, or otherwise in relation to licence(s), including:

8. In respect of functions, facilities or continued availability of the licence;

9. That the operation of licence will be error free or uninterrupted, or that they will meet our requirements;

10. That any media on which licence(s) are recorded will be error free; or

11. Regarding the use of and/or output from the licence, or the results of such use in terms of content, correctness, accuracy, reliability or otherwise.

12. Without limitation, any implied terms or warranties are excluded, including any implied warranties of satisfactory quality and fitness for a particular purpose.

13. It is our exclusive responsibility to ensure that any licence is fit for our needs, and the entire risk and responsibility for their performance and for any results obtained from their use is assumed by us. We will indemnify and keep Sage indemnified against any and all losses, liabilities, claims, demands, costs and expenses suffered or incurred by Sage which arise out of, or in connection with, any non-performance, non-compliance or other failure or breach by us of the requirements of this document. Sage's potential liability in respect of the Product(s) and any licence issued in connection with the same will be limited in accordance with our existing agreement with Sage.

14. We will keep at our normal place of business detailed, accurate and up to date records and books of account showing our use of the Product including without limitation, complete and accurate records of our copying and disclosure of the Product and our users, and will produce a record of this to Sage on request from time to time. We also agree to notify Sage in writing as soon as we become aware of any unauthorised use of the Product by any person which is contrary to the terms of this document. We shall permit Sage to inspect and have access to any premises (and to the computer equipment located there) at or on which the Product is being kept or used, and have access to any records kept in connection with the Product, for the purposes of ensuring that we are complying with the terms of this document, provided that Sage provides reasonable advance notice to us of such inspections, which shall take place at reasonable times.

15. We acknowledge and agree that Sage's Data Protection Addendum (a copy of which is posted at http://www.sage.com/dataprotectionaddendum or such other URL as Sage may identify from time to time) shall apply to the extent that Sage "processes" any "personal data" on our behalf (as such terms are defined in the Data Protection Addendum). The provisions of the Data Protection Addendum shall take precedence over the terms set out or referred to in this document, to the extent of any conflict or inconsistency.

Subject to the points above, the contractual arrangements which we currently have in place with Sage shall continue to govern our use of the Sage 200 product.

I, for and on behalf of the company detailed above: (i) confirm that the information included this application form is accurate and complete; and (ii) agree that the terms set out above shall govern our use of the Product(s) and any historical licences granted by Sage in relation to the same.

Signature:	
Name:	
Position:	
Date:	