

Sage Early Adopter Terms & Conditions

These terms and conditions govern the agreement between us in respect of your access and use of the Sage Product Early Adopter service (“**Early Adopter**”).

The Sage Product Terms and Conditions of Use (“**Service Terms of Use**”) can be found on our websites: if you subscribe in the United Kingdom, the Service Terms of Use are located at <https://www.sage.com/en-gb/legal/terms-and-conditions/product-and-service-terms-and-conditions/>; or if you subscribe in the Republic of Ireland, the Service Terms of Use are Located at <https://www.sage.com/en-ie/legal/terms-and-conditions/product-and-service-terms-and-conditions/>. If there is any difference between these terms and conditions and the Service Terms of Use, these terms and conditions will take precedence in relation to your access and use of Early Adopter.

Capitalised terms used herein without definition shall have the meaning given in the Service Terms of Use unless otherwise specified.

You indicate you agree to all of the terms of this Agreement from the earliest date you access or use any of the Early Adopter Test Service. This Agreement shall commence from the date of deemed acceptance and shall continue in full force and effect until we cease providing you with the Beta Test Service, or the Early Adopter Test Service is otherwise terminated in accordance with this Agreement.

If you do not accept this Agreement, you should notify us immediately in writing, in which case you will not be provided with access to the Early Adopter Test Service and will have no rights to use it in any way.

1. Interpretation

1.1. For the purpose of this Agreement the following words or expressions shall have the meaning set out against them:

Early Adopter Test	those tests notified by Sage to the Tester which the Tester promises to run on the Early Adopter Test Service;
Early Adopter Test Period	the period of time during which the Tester must carry out the Early Adopter Tests on the Early Adopter Test Service, as reasonably required by Sage, and subject to termination of this Agreement in accordance with its terms;
Early Adopter Test Service	the service accessible by the Tester in machine-readable form for the purposes of Early Adopter Tests in accordance with this Agreement;
Feedback	feedback given by you or your Users to us or our Affiliates in connection with: (i) the Project, the Early Adopter Test Service, the Product, the Documentation or other software, products, services, business or technology plans relating to Sage or a Sage Affiliate, including without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the aforementioned items by Sage, a Sage Affiliate or on its behalf; or (ii) the Tester's or the Users' views on Sage's development direction;

Product	the relevant Sage software product made available by Sage to you for the Early Adopter Test Period;
Project	the: (i) testing and evaluation of the Early Adopter Test Service and Test Documentation by the Tester in accordance with the terms of this Agreement; and (ii) the provision of Feedback by the Tester;
Test Documentation	any pre-release technical documentation, in draft form, which Sage will supply to the Tester during the Early Adopter Test Period; and
User	those individuals who are authorised by you to access and use the Early Adopter Test Service in accordance with the terms of this Agreement.

1.2. We may change these terms and conditions at any time. We will make reasonable efforts to communicate any changes to you via a notification through the Early Adopter Test Service or by sending you an email but it is up to you to ensure that you regularly check, read, understand the most recent version of this agreement on our website as you will be deemed to accept all changes to these terms and conditions if you continue to access and use the Early Adopter Test Service.

1.3. In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) “including” and “includes” and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry; (d) references to a person include an individual, a body corporate and an unincorporated association of persons; (e) use of the singular shall be treated as including the plural and vice versa; (f) unless otherwise specified, a reference to “writing” or “written” includes email but not faxes; (g) a reference to a statute, statutory provision or subordinate legislation is a reference to it as in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; and (h) references to any party shall include that party's personal representatives, successors and permitted assigns.

2. Who this agreement is between

2.1. This agreement is between: you, the person or organisation authorised to use the Early Adopter under and in accordance with these terms and conditions (“**Tester**”, “**you**”, “**your**”) and the applicable Sage entity for the Product set out in the Service Terms of Use (“**Sage**”, “**we**”, “**us**”, “**our**”).

2.2. By accessing and using Early Adopter you and we agree to be bound by and comply with these terms and conditions.

3. Grant of Licence

3.1. In consideration of the Tester agreeing to undertake the Project, Sage will provide the Tester at no charge, access to the Early Adopter Test Service and any Test Documentation



as may be required by the Tester (at Sage's sole discretion) on a case by case basis, pursuant to the terms of this Agreement. Sage grants to the Tester for the Early Adopter Test Period a non-exclusive, non-transferable licence to use the Early Adopter Test Service and Test Documentation solely for the purposes of the Project, subject to the terms of this Agreement.

3.2. The Tester is strictly forbidden from using or copying the Early Adopter Test Service and Test Documentation other than as described in this Agreement.

3.3. At its own expense, the Tester shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

4. Testing

4.1. During the Early Adopter Test Period, the Tester will:

- 4.1.1. use the Early Adopter Test Service on live data in a live environment, only use the Early Adopter Test Service and Test Documentation in the appropriate manner for the purposes of the Project and always use them in accordance with the terms of this Agreement, any Documentation as may be provided from time to time and Sage's reasonable instructions;
- 4.1.2. evaluate the Early Adopter Test Service and Test Documentation so as to measure its effectiveness in meeting the specific requirements of the Test Documentation;
- 4.1.3. promptly report any problems, bugs or defects in the Early Adopter Test Service or the Test Documentation to Sage;
- 4.1.4. provide regular reports (in some cases by way of completion of a Sage questionnaire in relation to tests which the Tester is asked to perform as part of the Project) on the operation of and defects (if any) in the Early Adopter Test Service including recommendations as to modifications to improve operation or its facilities in addition to reporting on bugs or other operational difficulties; and
- 4.1.5. allow Sage's representatives(s) to visit the Tester's site and/or to remotely access the Tester's systems when the Early Adopter Test is taking place to witness and discuss such test, so long as the Tester has agreed the time of such visit or access in advance. Sage will hold as strictly confidential any of the Tester's proprietary information that comes into its possession as a result of such visits or access.

4.2. The Tester shall not, and shall procure that Users shall not:

- 4.2.1. allow any third party, including but not limited to the Tester's clients, to access the Early Adopter Test Service or any Test Documentation;
- 4.2.2. alter, modify, translate, decompile, disassemble or reverse-engineer the Early Adopter Test Service or create any derivative work based upon the Early Adopter Test Service;
- 4.2.3. remove, alter or obscure any proprietary, trademark, patent or copyright notices from the Early Adopter Test Service or any Test Documentation;

4.2.4. use, export, re-export or otherwise transfer the Early Adopter Test Service in violation of any domestic or foreign laws or regulations in effect from time to time in the jurisdiction in which the Tester or Users reside or in which the Early Adopter Test Service is used; or

4.2.5. use the Early Adopter Test Service in excess or violation of the limitations and restrictions set out in this Agreement and the Service Terms of Use, or as otherwise notified by Sage from time to time.

4.3. The Tester shall, and shall procure that Users shall, comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Agreement.

4.4. At its sole discretion, Sage will provide free technical support to the Tester during the term of the Project via a dedicated support route comprising email and other support routes as specified by Sage from time to time. Unless otherwise agreed between the parties, Sage is not required to perform any consultancy or other services pursuant to this Agreement.

5. Data

5.1. For the purposes of this Agreement, the term **"Customer Data"** shall include any data, information or material provided, inputted or submitted by you or on your behalf into the Early Adopter Test Service, which may include data relating to Users, your customers, suppliers, employees or other third parties, and the Service Terms of Use shall be construed accordingly.

5.2. Subject to clause 5.1 above, any Customer Data and Personal Data (as defined in the Data Protection Addendum) shall be governed by the terms of the Service Terms of Use, such that the Tester shall have the responsibilities and shall grant the licences, and Sage shall enjoy the rights, as specified therein.

6. Confidentiality

6.1. In agreeing to undertake the Project, the Tester agrees that (subject to clause 6.2) it will maintain the confidentiality of the Early Adopter Test Service, Documentation and Confidential Information at all times and use the Early Adopter Test Service, Documentation and Confidential Information solely for the purposes of the Project. The Tester also undertakes on behalf of itself, its employees and agents to use the Early Adopter Test Service, Documentation and Confidential Information only to the extent necessary to enable them to meet to a satisfactory standard the requirements of the Project, and shall not discuss or in any other way exchange information about the Early Adopter Test Service, Documentation or Confidential Information except as may be necessary between themselves in furtherance of the Project. The Tester agrees on behalf of its Users that it will not without the prior written consent of Sage disclose to any third-party details of the Early Adopter Test Service, Documentation or Confidential Information.

6.2. The provisions of clause 6.1 shall not apply to:

- 6.2.1. information in the public domain otherwise than by breach of this Agreement; and/or

- 6.2.2. information already in the possession of the receiving party prior to disclosure with right to use; and/or
 - 6.2.3. information received from a bona fide third-party without breach of obligation to the other party to this Agreement.
- 6.3. The Tester shall implement reasonable security measures to safeguard the Early Adopter Test Service, Documentation and Confidential Information from theft, or access by any person other than the relevant employees of the Tester for the purposes of conducting the testing.
- 6.4. The foregoing obligations as to confidentiality shall survive any termination under this Agreement, howsoever caused.

7. Intellectual Property Rights

- 7.1. No Intellectual Property Rights or copyright of whatever nature in the Early Adopter Test Service and related Test Documentation or in any modification or extension of the Early Adopter Test Service or Test Documentation shall pass to the Tester, who agrees that its rights in the physical material comprising the Early Adopter Test Service and the Test Documentation and to the information contained in it are limited to such use as is specified in this Agreement. All rights not expressly set out in this agreement are reserved by Sage and its licensors (where applicable).
- 7.2. The Tester shall notify Sage immediately if the Tester becomes aware of any unauthorised use of the whole or any part of the Early Adopter Test Service or Test Documentation by any third-party, or any actual or potential infringement of any of Sage's Intellectual Property Rights. The Tester shall provide such information as Sage may reasonably require in connection with such issues, and shall at all reasonable times permit Sage to verify that the use of the Early Adopter Test Service and Test Documentation by the Tester is within the terms of the licence granted under this Agreement, subject always to Sage complying with the Tester's reasonable security and access regulations.
- 7.3. Except to the extent permitted by law, you will not do anything nor allow anything to be done which will or may damage or affect the validity of the Sage's Intellectual Property Rights, including (without limitation) breaching any terms of this Agreement or the Service Terms of Use, or holding yourself out as the owner of such rights.
- 7.4. Sage warrants that Sage and/or its licensors is the owner of the copyright and other Intellectual Property Rights in the Early Adopter Test Service and Test Documentation and owns or has obtained valid licences and consents to any other Intellectual Property Rights necessary for the fulfilment of all its obligations under this Agreement.
- 7.5. Sage hereby indemnifies the Tester against any claim that the normal use or possession of the Early Adopter Test Service or Test Documentation in accordance with the terms of this Agreement (including but not limited to any new updates and/or improved versions of the Early Adopter Test Service) infringes the Intellectual Property Rights of any third-party, provided that Sage is given immediate and complete control of any such claim, and that the Tester gives Sage such assistance as Sage may reasonably require

to settle or oppose any such claim, provided that Sage shall meet the Tester's reasonable costs of doing so.

- 7.6. Sage shall have the right to replace or change all or any part of the Early Adopter Test Service or Test Documentation in order to avoid infringement or alleged infringement. Sage shall, however, at all times use reasonable endeavours to ensure that the Tester is left with fully operational and functionally equivalent Early Adopter Test Service.
- 7.7. The foregoing states the entire liability of Sage to the Tester in respect of the infringement or alleged infringement by the Early Adopter Test Service or Test Documentation of the Intellectual Property Rights of any third-party.

8. Feedback

- 8.1. During the term of this Agreement, the Tester may, at its sole discretion, provide Feedback to Sage.
- 8.2. To enable Sage to use such Feedback, the Tester grants to Sage a non-exclusive, perpetual, irrevocable, worldwide, sub-licensable, royalty-free license, to use, publish, and disclose such Feedback and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Sage's (or any of Sage's Affiliates') products or services embodying the Feedback in any manner and via any media that Sage chooses, at its sole discretion.
- 8.3. Sage shall be entitled to use the Feedback for any purpose without restriction or remuneration of any kind. For the avoidance of doubt, Sage shall be under no obligation whatsoever to use any Feedback provided by the Tester.

9. Warranty and indemnity

- 9.1. THE EARLY ADOPTER TEST SERVICE, DOCUMENTATION, AND CONFIDENTIAL INFORMATION ARE PROVIDED BY SAGE "AS IS" AND SAGE MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF ANY KIND. SAGE HEREBY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES OF ANY KIND WHATSOEVER WITH RESPECT TO THE EARLY ADOPTER TEST SERVICE, DOCUMENTATION, AND CONFIDENTIAL INFORMATION, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES, CONDITIONS, OR GUARANTEES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND (IV) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE.
- 9.2. The Tester acknowledges and accepts that the Early Adopter Test Service and Test Documentation have not been fully tested and that the purpose of this Agreement is to provide for the Early Adopter Test Service and Test Documentation to be tested and evaluated. As a result, the Tester waives any and all claims that it may have against Sage, now or in the future, arising out of the performance or non-performance of the Early Adopter Test Service and/or Test Documentation.
- 9.3. Notwithstanding the generality of the foregoing, the Tester acknowledges and agrees that Sage does not make any guarantees that the Early Adopter Test Service will continue

to operate, nor does Sage commit to fix the Early Adopter Test Service in the event of any problems, bugs or defects.

9.4. The Tester shall be liable for any failure by Users to comply with the terms of this Agreement, and shall indemnify and defend Sage and Sage's Affiliates against any losses or claims which arise out of the acts or omissions of the Tester or its Users, including with regards to misuse of the Early Adopter Test Service.

10. Liability

10.1. Neither party excludes or limits its liability for fraud, death or personal injury arising out of its negligence or any warranty as to title or quiet possession implied by statute.

10.2. Notwithstanding any other provision of this Agreement in no event shall either party be liable to the other for:

- 10.2.1. indirect or consequential loss or damage howsoever caused; and/or
- 10.2.2. direct or indirect loss of profits, business, chargeable time, revenue, goodwill or of anticipated savings; and/or
- 10.2.3. direct or indirect loss of or spoiling of data howsoever caused, whether occurring in contract, tort, negligence or otherwise;

in each case even if either party knew or should have known of the possibility of such loss.

10.3. Subject to clause 10.1, in any event aggregate our liability, whether in contract, tort (including negligence), from statute or otherwise will not exceed £1,000. For clarity, the previous sentence will also apply if any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and we become liable for loss or damage that could otherwise be limited.

11. Termination

11.1. This Agreement shall terminate immediately if Sage gives written permission for the Early Adopter Test Service to be generally released.

11.2. Either party shall have the right to terminate this Agreement for convenience at any time by giving written notice to the other party.

11.3. Sage shall have the right to terminate this Agreement with immediate effect by written notice to the Tester withdrawing the Early Adopter Test Service from Early Adopter Test prior to the general release of the Early Adopter Test Service if, in the reasonable opinion of Sage, any or all of the functionality of the Early Adopter Test Service is unable to meet general release requirements.

11.4. Sage may terminate this Agreement with immediate effect by written notice to the Tester if:

- 11.4.1. the Tester fails to comply with any of the provisions of this Agreement and does not rectify such non-compliance within two business days of Sage's written notice of such failure; or
- 11.4.2. the Tester shall have a petition presented or pass a resolution for winding up or shall have a receiver or

administrator appointed over its assets or makes an arrangement with its creditors to go into liquidation or if the Tester being an individual commits any act of bankruptcy or compounds with his creditors then, without being liable to the Tester for any loss or damage which may result, Sage shall give written notice to the Tester terminating this Agreement with immediate effect.

11.5. Sage may terminate the licence granted under this Agreement with immediate effect by written notice to the Tester if the Tester shall do or allow to be done any act or thing which may reasonably be considered to jeopardise any right of Sage in the Early Adopter Test Service or Test Documentation or any part thereof and in particular, but without prejudice to the generality of the foregoing, if the Tester shall make or allow to be made any unauthorised copy of the Early Adopter Test Service or Test Documentation or the Tester imparts or divulges the contents of the Early Adopter Test Service or Test Documentation or of any part thereof without the prior written consent of Sage.

11.6. Immediately upon termination of this Agreement or the licence granted under it for any cause whatsoever (except for termination in accordance with clause 11.1), the Tester shall lose all rights to use the Early Adopter Test Service and Test Documentation and shall forthwith return the Early Adopter Test Service and Test Documentation to Sage and destroy all copies made in whole or in part for any purpose.

11.7. Termination of this Agreement shall not prejudice any provision of it which is expressly or implicitly intended to remain in effect despite such termination and shall not prejudice any right of either party which shall have accrued on or before such termination. For the avoidance of doubt, if this Agreement is terminated for any reason clauses 7, 8, 9 and 10 shall continue to have effect.

12. General

12.1. If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the remainder of this agreement, 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 will both treat the relevant part of the wording as if it is deleted.

12.2. If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.

12.3. This agreement and the documents we refer to herein constitute is the entire agreement between you and us in relation to your access and use of the Early Adopter, and replaces all documents, information and other communications (whether spoken or written) between us for such participation and use.

12.4. Both of us agree that we are independent contractors and neither of us will represent ourselves as agent, servant, franchisee, joint venturer or partner of, or endorsed by, the other. You do not have and will not hold yourself out as having any authority to accept any order on our behalf. You agree not to pledge our credit, receive any money or give any receipt on behalf of us or compromise any debt due to

us, or incur any other liability or obligation, or make any promise or representation on behalf of us or claim to do any such thing.

12.5. This agreement is personal to you and may not be assigned, subcontracted, licensed (including sub-licensed), charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. As an example, this means that if you sell the assets of your business, you cannot automatically transfer this agreement to the buyer.

12.6. A person who is not a party to this agreement has no right to enforce any term of it.

12.7. Where either party is required to notify the other party by email, the party will be deemed to have received the email on the first business day following transmission.

13. Governing Law

13.1. If you subscribe to the Early Adopter in the United Kingdom, this agreement is governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this agreement.

13.2. If you subscribe to the Early Adopter in the Republic of Ireland, this agreement is governed by the laws of Ireland and you and we both agree that the courts of Ireland will be the only courts that can decide on legal disputes or claims about this agreement.