# Sage Software Licence Request | Disclaimer



Please complete & return to customerrelations@sage.com

## **Company Information:**

Note: this section relates to the customer being investigated. This will allow us to review the software, modules and version they have in use.

Detail Required	Further Information
Company Details:	
Company Name:	
Company Registration No:	
(Where applicable)	
Contact Name:	
Telephone Number:	
Address:	
Email:	

Note: If you are unable to provide the details, please state the reason in one of the sections above

## Licence Type and Distribution details:

We are requesting a Sage software licence via:

Detail Required	Further Information
Product Variant	Sage 200 Professional
Version	Latest version only will be supplied
Sage Business Partner:	n/a
Licence Type:	Temporary

Note: This section will be pre-filled by Sage.

#### Authority;

You have indicated to us that you are part of a professional body, please outline this below including the authority with which you make the request. In some cases a court order or additional information may be required prior to providing the licence.

Detail Required	Further Information
Professional Body (e.g. HMRC,	
Serious Fraud Office, Police)	
Professional Body Department:	
Authority/ Powers	
Please indicate any legislation you reply	
on to make this request.	
Professional Body Contact	
Name:	
Professional Body Email	
address:	

You are able to send supporting documentation along with this form.

## **Definition and Scope:**

"Licence(s)" means use of Sage 200 Professional (the **"Product"**) without the provision of any support or maintenance services for a period of three (3) months from the date of order only.

- The Licence will allow use of the Product from date of order in accordance with the Agreement.
- The licence is for view only use to support investigations.
- The Licence that will be supplied is the latest version of the Product and will be sent via Dropbox to the email address set out above. The download link for the Product will expire without notice seven (7) days from the date Sage has accepted the order. Please ensure to check the spam folder in the event that the email from Sage has been caught by a spam filter. Sage will not re-issue a link to the Product so in the event you still need access to the Product you will be required to re-submit the request.
- Where the data being used is from an older version of the Product this will need to be converted. Sage will not provide support as part of this licence grant and therefore is unable to assist with conversion of data.
  - Sage's installation guidance is available <u>online</u>
  - Select the latest version and please follow the instructions. Data conversions are covered in the "Update company and configuration databases" section.
- Any Licences provided will exclude any third-party services and Modules that may be required to operate some or all of the Product. This will include, but is not limited to; Microsoft SQL, Microsoft 365, and any third-party services provided via our partner our developer network, including any customisations that have been deployed on the site.
- You acknowledge and understand that as Sage 200 is delivered via our Partner network that we have no knowledge of any bespoke work or alternations that may have been used on a specific customer installation.

# **Terms & Conditions**

The use of Sage 200 (the **"Product"**) by us for limited ongoing use will be governed by the terms of the End User Licence Agreement available on our website (the **"Agreement"**), provided by Sage (UK) Ltd (**"Sage"**). To the extent appropriate and subject to the following terms and conditions which shall take precedence to the extent of any conflict or inconsistency with the Agreement. The Product will be granted as a licence without the provision of any support or maintenance services (**"Licence"**).

We confirm that we understand and accept the following terms and conditions:

- 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 discontinue use of 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 period of three (3) months from the date granted by Sage, and shall immediately expire without notice.
- 3. Any failure by us to comply with the Agreement (as amended by these terms and conditions), will entitle Sage (at their sole discretion) to: (a) terminate our Licence immediately upon notice in writing: and/or (b) charge us for our use of the Licence at Sage's then current applicable fees for the period we have been in breach of the Licence, and we agree to pay (or procure that our Business Partner will pay) such charges. If Sage elects to terminate the 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 Product(s) 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. Licences will be provided for the latest version of Sage 200 Professional only, for a single user. 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, even if they were previously provided via Sage's price list or by any customers that you may be investigating.
- 6. 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 Product(s), including:
  - 6.1. in respect of functions, facilities or continued availability of the Product(s);
  - 6.2. that the operation of Product(s) will be error free or uninterrupted, or that they will meet our requirements;
  - 6.3. that any media on which Product(s) are recorded will be error free; or
  - 6.4. regarding the use of and/or output from the Product(s), or the results of such use in terms of content, correctness, accuracy, reliability or otherwise.

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

- 7. It is our exclusive responsibility to ensure that any Product 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 these terms or the Agreement. 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 the Agreement.
- 8. We acknowledge and agree that Sage's Data Protection Addendum (a copy of which is posted at <u>http://www.sage.com/dataprotectionaddendum</u> 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.
- 9. We shall comply with all applicable statutes, codes and regulations in relation to our use of the Product, including but not limited to data protection legislation and all applicable laws in relation to anti-bribery, anti-corruption, tax evasion 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"). We shall, and shall procure that persons associated with us (including Users) 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 the Agreement our own policies and procedures to ensure and demonstrate compliance with the Relevant Requirements and will enforce them where appropriate.

10. Notwithstanding the generality of clause 10, above, we acknowledge and agree that the Product may be subject to export laws and regulations of the United States and other jurisdictions. We represent that we are not named on any U.S. government denied persons list (or equivalent targeted sanctions list) and that we are not owned or controlled by a politically exposed person. We acknowledge and accept that we shall be obliged to notify Sage if we become named on any U.S. government denied persons list (or equivalent targeted sanctions list) or we become owned or controlled by a politically exposed person. In the event that these circumstances arise, Sage shall be entitled to terminate this Agreement immediately on written notice to us. We shall not permit our Users to access or use the Product in violation of any U.S. export law or regulation or in any Restricted Territories. "Restricted Territories" means: (i) Cuba, Iran, North Korea, Syria and the territory of Crimea / Donetsk / Kherson / Luhansk / Sevastopol / Zaporizhzhia; (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the U.S; or (iii) any other country or territory that becomes subject to sanctions by the United Kingdom, the European Union, or the U.S after the date of this Agreement. We shall have and shall maintain throughout the Agreement appropriate procedures and controls to ensure and be able to demonstrate compliance with this clause. We will promptly report to Sage if we have violated, or if a third party has a reasonable basis for alleging that we have violated, this clause. In the event that this clause is breached, Sage shall have a right to terminate the Agreement immediately on written notice to us. We shall indemnify (and keep indemnified) Sage and its officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with our (or the Users') breach of this clause.

Subject to the points above, the contractual arrangements set out in the Agreement shall govern our use of the Product.

I, for and on behalf of the company detailed above: (i) confirm that the information included this application form is accurate and complete; (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; and (iii) that I have the authority to bind such entity and its Group Companies (as appropriate) to these terms and the terms of the Agreement.

Signed:	
Name:	
Position:	
Date:	