

Developer Services License Agreement ("DLA")

(Date: October 2017)

THIS DLA APPLIES WHERE YOU REGISTER FOR ACCESS TO AND/OR USE OF OUR DEVELOPER SERVICES (DEFINED BELOW). YOU ACCEPT THIS DLA AND BIND YOURSELF AND THE BUSINESS OR ENTITY THAT YOU REPRESENT TO IT BY (I) CLICKING THROUGH IT; CHECKING A BOX OR PERFORMING SOME OTHER POSITIVE ACTION TO SIGNIFY YOUR ACCEPTANCE TO IT ELECTRONICALLY; OR (II) 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) YOU MUST NOT ACCESS OR USE THE DEVELOPER SERVICES.

We may propose amendments to update this DLA at any time. Where we do so, we will notify you of such amendments in writing by sending an email or by other appropriate means using the contact details we hold for you. We will provide you with 30 days' notice of such amendment taking effect and you will be deemed to accept all amendments in the event that you do not notify us of your refusal to such amendments.

You may not access or use the Developer Services if you are prevented from doing so under the laws of any territory including the territory in which you are resident.

1. Definitions and Interpretation

- 1.1. The following definitions apply to this DLA:

"Affiliate" any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For the purposes of this definition, "Control" means direct or indirect ownership or control of more than 50% of the voting interests in the subject entity;

"API": the application program interface specifically created for, and used within, the Sage Software and Services and its associated documentation and other materials that we may make available to you from time to time;

"Application" your own software and/or services developed using the Developer Services or with data derived from calls to components within Developer Services;

"Customer": either (i) an end user of Sage Software and Services or (ii) an end user of your Application;

"Developer Services"; the SDK and/or the API (as applicable);

"IPR": all vested contingent and future intellectual property rights including goodwill, reputation, rights in confidential information, rights to sue for passing off or unfair competition, copyright, trademarks and design rights whether registered or unregistered, logos, devices, plans, models, diagrams, specifications, source and object code materials, data and

processes, patents, know-how, trade secrets, inventions, get-up, database rights and (as applicable) any applications or registrations for the protection of these rights and renewals and extensions of them, existing in any part of the world, whether now known or created in the future;

"Partner Enrolment Form" the documentation setting out the terms upon which you are enrolled as a partner of Sage;

"Sage Marks" 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";

"Sage Software and Services" Sage's proprietary software and services for which the Developer Services has been developed;

"SDK" 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;

"we" "us" "our" "Sage": the relevant Sage entity as set out in your Partner Agreement with us;

"you" "your": the individual, business or entity accepting this DLA.

- 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.
- 1.3. Other technical expressions relating to computers and/or software programs shall have the meaning commonly attributed to them in the computer and IT industry.

2. Use of the Developer Services

- 2.1. Subject to your compliance with all of the provisions of this DLA we now grant you a limited, worldwide, royalty-free, revocable, non-assignable and non-exclusive personal license to access and use the Developer Services solely to develop Applications and for related testing only.
- 2.2. Subject to your compliance with all the provisions of this DLA we now grant you a limited, worldwide, royalty-free, revocable, non-assignable and non-exclusive licence to access and use the Sage Software and Services solely to develop and test Applications and to demonstrate the Sage Software and Services in connection with your efforts to sell end user licenses to the Applications. You agree that your access and use of such Sage Software and Services is solely for the purpose of development only and under no circumstance will you use the

Sage Product and 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 Software and Services as well as this DLA. In the event of a conflict, this DLA takes precedence over the standard end user terms and conditions for the Sage Software and Services. Except as expressly provided otherwise in this DLA, you shall not modify the Sage Software and Services, incorporate it with other software or create derivative works from the Sage Software and Services or any portion thereof.

- 2.3. Each of the Sage Software and Services and the Developer Services is licensed as a single product, and its component parts shall not be separated for use. You may use or make such copies of the Developer Services as are reasonably necessary for developing purposes only and not for production purposes or as otherwise set out in writing with you. In addition, you may make one copy of the Developer Services for archival and backup purposes.
- 2.4. You acknowledge and agree that we own all right, title and interest in and to the Developer Services, the Sage Software and Services and the Sage Marks, and all IPR therein. We reserve all rights not expressly granted under this DLA. 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:
 - 2.4.1. work around any technical limitations in the Sage Software and Services or the Developer Services;
 - 2.4.2. other than in accordance with section 2.4.7 below and as otherwise expressly set out in this DLA, distribute, redistribute, make copies of, sell or otherwise commercially exploit the Sage Software and Services or the Developer Services (or any part of it);
 - 2.4.3. reverse engineer, decompile or disassemble the Sage Software and Services or the Developer Services, other than (and only) to the extent that applicable law expressly permits or with our prior written consent;
 - 2.4.4. access or use the Sage Software and Services or the Developer Services 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, Trojan horse, worms, cancel-bot or other destructive or contaminating program;
 - 2.4.5. 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 Software and Services to a competing product or service;
 - 2.4.6. for the purpose of incorporation into or the development of any software or other product or technology which competes with Sage Software and Services, use or copy (irrespective of the extent of copying) the whole or any part of the Developer Services or Sage Software and Service's graphic user interface, operating logic or underlying database structure and database fields; or
 - 2.4.7. unless we expressly permit, distribute the Sage Software and Services or the Developer Services in source code form or allow others to modify it or distribute
- 2.5. You understand that your access, use and distribution of certain components of the Developer Services may be subject to additional terms (including third party license 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.

- 2.6. 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.
- 2.7. You may not access or use the Developer Services in any way that could damage Sage Software and Services or any third party's use of them.
- 2.8. You agree to access and use the Sage Software and Services and the Developer Services in accordance with this DLA and all applicable laws and to develop Applications that comply with applicable law.
- 2.9. You are solely responsible for your access and use of the Developer Services and for your own and any third party applications, data or other content which you access via the Developer Services and we shall have no liability in respect of such applications, data and other content. Any exchange of data between you and a third party is solely between you and that third party.
- 2.10. You acknowledge that you are not granted any right under this DLA to sell or distribute the Sage Software and Services. Such right, if any, will be granted only under a separate agreement with us.

3. Your obligations

- 3.1. You must ensure that you provide us with full and accurate registration information upon registration for access and use of the Developer Services and during the term of this DLA.
- 3.2. You must maintain your user credentials (including usernames and password) in confidence. You remain fully responsible for all use of and access to the Developer Services using your user credentials.
- 3.3. You agree to restrict access to and use of the Developer Services and if applicable to any Sage Software and 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 Software and Services.
- 3.4. Subject to your compliance with this DLA, you may develop your own Applications providing that you will:
 - 3.4.1. prior to distribution to a third party, your Application is sufficiently tested to ensure that it:
 - 3.4.1.1. provides the functions and facilities and performs as described by you; and
 - 3.4.1.2. will not adversely affect the functions and facilities of any Sage Software and Services with which your Application is intended to or may be used;
 - 3.4.2. 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 and/or responsible.
 - 3.4.3. 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 Applications.
- 3.5. Whilst it is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of the Developer Services, you must not access or use the Developer Services in a way that that could interfere with or disrupt the availability or integrity of the Developer Services or any data or any of our products or services. You must ensure that you access and use the

Developer Services in a secure way at all times and that your Applications which interact with Sage Software and Services will remain secure and that they will not compromise the Sage Software and Services or any data contained within Sage Software and Services or any third party services.

- 3.6. If you integrate your Application with any Sage Software and Services or any other product or services, you remain solely responsibility for any such Application and any issues associated with it. Under no circumstances will we be liable and/or responsible.
- 3.7. We may from time to time modify, update, suspend or terminate the Developer Services or any part of the Developer Services at our discretion by providing reasonable notice to you. We make no guarantee that the Developer Services will be readily available, suitable for your intended use or error or bug-free.
- 3.8. You understand and acknowledge that as a consequence the Developer Services may become incompatible with applications 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.

4. Technical Support

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 policies 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 and without notice or other obligation to you. In all cases, support excludes any support of third party applications or services.

5. Duration and Termination

- 5.1. This DLA will continue until terminated as provided in this Section 5.
- 5.2. You may terminate this DLA by ceasing use of the Developer Services and access to our Developer Services site.
- 5.3. We may terminate without cause this DLA and your access and use of the Sage Software and Services and the Developer Services giving reasonable notice at any time.
- 5.4. In addition to our right to terminate this DLA, we may also suspend your access and use of the Developer Services at any time if we do not receive any fees due (if applicable) or if we suspect that you have breached any part of this DLA. Any suspension of your access 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 and use of the Developer Services under this clause, we may at our discretion agree to reactivate your use and access.

6. Effect of termination

- 6.1. Where this DLA is terminated, you will:
 - 6.1.1. cease to be entitled to receive any rights or benefits associated with it;
 - 6.1.2. immediately cease access and use of the Sage Software and Services and Developer Services;
 - 6.1.3. (if applicable) discontinue use of the Sage Mark; and
 - 6.1.4. delete the Sage Software and Services and the Developer Services and destroy all materials and other documentation which you obtained in relation to or as a result of entering into this DLA.
- 6.2. 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.

7. Warranties and Liability

- 7.1. If you are agreeing to be bound by this DLA on behalf of any business or entity, you represent and warrant that you have full legal authority to bind such business or entity to this DLA. If you do not have authority, you must not accept this DLA or access nor use the Sage Software and Services or the Developer Services on behalf of that business or entity.
- 7.2. YOU AGREE THAT (I) THE DEVELOPER SERVICES IS PROVIDED "AS-IS" AND NO REPRESENTATIONS, CONDITIONS, WARRANTIES OR OTHER TERMS OF ANY KIND ARE GIVEN IN RESPECT OF IT; (II) WE HAVE NO OBLIGATION TO MAKE THE DEVELOPER SERVICES AVAILABLE AND YOUR ACCESS AND USE OF THE DEVELOPER SERVICES IS ENTIRELY AT YOUR DISCRETION, AND (III) PRIOR TO MAKING ANY APPLICATION AVAILABLE TO ANY THIRD PARTY, YOU WILL UNDERTAKE RIGOUROUS TESTING OF THE APPLICATION IN A TEST ENVIRONMENT.
- 7.3. NOTHING IN THIS AGREEMENT SEEKS TO LIMIT OR EXCLUDE OUR OWN, OUR AFFILIATES OR OUR LICENSORS LIABILITY FOR: DEATH AND PERSONAL INJURY RESULTING FROM THAT PARTY'S OWN OR ITS EMPLOYEES' NEGLIGENCE; OR (II) LIABILITY ARISING AS A RESULT OF SUCH PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.
- 7.4. SUBJECT TO SECTION 7.3 ABOVE, TO THE EXTENT PERMITTED BY LAW, WE, OUR AFFILIATES AND OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND TO YOU IN ANY CIRCUMSTANCES WHATEVER IN RESPECT OF THIS DLA AND YOUR USE OF THE SAGE SOFTWARE AND SERVICES OR THE DEVELOPER SERVICES. IN PARTICULAR, WE, OUR AFFILIATES AND OUR LICENSORS SHALL HAVE NO LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY LOSS OR DAMAGE THAT YOU MAY SUFFER IN CONNECTION WITH THIS DLA OR YOUR ACCESS AND USE OF THE SAGE SOFTWARE AND SERVICES OR THE DEVELOPER SERVICES OR FOR ANY LOSS OR CORRUPTION OF DATA (HOWEVER CAUSED).
- 7.5. EACH PARTY ACKNOWLEDGES THAT THE EXCLUSIONS CONTAINED IN SECTION 7.4 ABOVE ARE REASONABLE AS WE ARE NOT OBLIGED TO MAKE THE SAGE SOFTWARE AND SERVICES OR THE DEVELOPER SERVICES AVAILABLE TO YOU AND THAT IT IS ENTIRELY UP TO YOU WHETHER OR NOT YOU ACCESS AND USE THE SAGE SOFTWARE AND SERVICES OR THE DEVELOPER SERVICES FOR YOUR OWN COMMERCIAL PURPOSES.
- 7.6. You agree to defend and hold us, our Affiliates and our third party licensors harmless from and against any claims, demands, proceedings, liabilities, losses, damages, costs and expenses (including reasonable legal fees) arising out of or in relation to (i) your access or use of the Sage Software and Services or the Developer Services; (ii) any Application you develop using the Developer Services including but not limited to any third parties use of any such Application; and (iii) any breach of this DLA by you. Without limiting the previous sentence, you warrant that each Application is and will be developed and owned by you and you will defend us and other companies within our group from and against any claim or action that the use or possession of your Application (or any part) infringes the IPR of a third party ("IPR Claim") and you will indemnify us and other companies within our group from and against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against us and any other company in our group as a result of, or in connection with, that IPR Claim. The indemnities and warranty in this clause will remain in full force and effect irrespective of any termination of this DLA.

8. Our rights

- 8.1. We may decide at any time to charge fees for access 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.

- 8.2. We, our licensors or our Affiliates (as applicable) own and will continue to own IPR 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 IPR, including without limit 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.
- 8.3. 8.3. You agree not to remove, obscure or alter any proprietary rights notices that appear within or upon any part of the Developer Services.
- 8.4. 8.4. All IPR in Sage Software and Services are owned by our licensors or our Affiliates (as applicable) and if you use any part of the Developer Services to access such Sage Software and Services you must do so in a manner consistent with our rights.
- 8.5. 8.5. You agree that we may use any information that you provide to us on an unrestricted basis to improve and develop our software and services.

9. Privacy

- 9.1. 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.
- 9.2. The Sage Software and Services and/or the Developer Services may contain technologies that monitor, record and report to Sage information regarding the installation and use of the Sage Software and Services and the Developer Services, including but not limited to information concerning the computer or workstation, or personal digital assistant, or smart phone or other similar electronic device with which the Sage Software and Services or the Developer Services operates; the frequency, type and matter of use to which the Sage Software and Services or the Developer Services are put; the updating of the Sage Software and Services or the Developer Services and conversion of data, and the data inputted to or through the Sage Software and Services and the Developer Services by you or on your behalf (collectively the "Transaction Data"). Sage collects and uses the Transaction Data to support, maintain and improve the Sage Software and Services and the Developer Services, and to enforce Sage's rights under this DLA. To the extent any of the Transaction Data is personal information within the meaning of applicable law, you hereby: (a) consent to Sage's collection, use and disclosure of such Transaction Data for these purposes; and (b) represent and warrant that you have obtained the consent of any individual to whom such Transaction Data relates to Sage's collection, use and disclosure of such Transaction Data for these purposes, or that the consent of any such individuals is not required to be obtained under applicable law.
- 9.3. If you use any part of the Developer Services to access a Customer's data from any Sage Software and Services, you must only do so with the Customer's explicit consent and only for the limited purposes for which the Customer has given you permission.

10. Confidentiality and Publicity

- 10.1. The Developer Services may contain our Confidential Information. Confidential Information means any information of ours or a third party that you may access and which is either marked as confidential or which ought to be reasonably considered as confidential (including, for example, content, source code, or documentation). If you receive any such

Confidential Information, you must not disclose it to any third party other than as expressly permitted by this DLA or with our prior written consent. You may disclose our Confidential Information where required by law, court order or any governmental or regulatory authority.

11. General terms

- 11.1. 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.
- 11.2. We reserve the right to change this DLA from time to time. It is your responsibility to review this DLA each time you access our site.
- 11.3. This DLA constitutes the entire understanding between the parties with respect to their subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating to them. You agree that you have not relied on any representations or statements in entering into this DLA which are not set out expressly in it, except this does not exclude your or our liability for fraud.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. This DLA is drafted in the English language. If this DLA is translated into any other language, the English language text will prevail. Any notice given under or in connection with this DLA will be in the English language. All other documents provided under or in connection with this DLA will be in the English language. If such document is translated into any other language, the English language text will prevail. Les Parties conviennent et exigent expressément que ce Contrat et tout les documents qui s'y rapportent soient redigés en anglais.

11.9. 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 the jurisdiction set out in your Partner Enrolment Form. Each of you and us irrevocably agrees to submit to the exclusive jurisdiction of the courts of the particular jurisdiction set out in your Partner Enrolment Form over any claim or matter arising out of or in connection with this DLA or the legal relationships established by it.

11.10. Unauthorized use of the Sage Software and 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 Software and 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.