

## TERMS AND CONDITIONS OF SALE

**1. General.** These terms and conditions (the "Terms and Conditions"), the invoice, statement, or notice ("Invoice"), and the end user license agreement (the "EULA") for the Software, as defined below, constitute the entire agreement (the "Agreement") between the Sage Software Canada Ltd. entity identified in the Invoice ("Sage," "we," "us," or "our") and the buyer identified in the "Bill To" section of the Invoice ("you" or "your") regarding your purchase of Sage Business Care. The "Software" refers to the Sage software product(s) for which you have purchased Sage Business Care. This Agreement supersedes all prior and contemporaneous agreements and may be amended only by a writing signed by Sage.

**2. Sage Business Care Options.** Subject to your payment of all applicable fees set forth in the Invoice (the "Fees"), you will receive the Sage Business Care (Software Assurance, Customer Support OnDemand, Technical Support, Payroll Update Plan, or Payroll Companion) you purchased. The upgrades, service packs, payroll tax updates, technical telephone support, and/or other benefits included with the Sage Business Care option you purchased are set forth at <http://na.sage.com/Sage-BusinessVision/Support/Sage-Business-Care/> (the "Sage Business Care Website"). The Sage Business Care options may be amended or modified from time to time by Sage, within its sole discretion, upon thirty (30) days notice via posting at the Sage Business Care Website or other written notice given by Sage. Certain Sage Business Care options may not be available in some countries.

**3. Current Version; Media.** To use or install any upgrades, service packs, payroll tax updates, or any other documentation data or materials available under Sage Business Care ("Materials"), you must have a valid license for the then-current version of the Software; installing the Materials with older versions of the Software may cause the Materials and/or the Software to function improperly and/or the Software to cease functioning. The Materials, including but not limited to upgrades, service packs, and payroll tax updates, shall be released as determined appropriate by Sage, in its sole discretion, and may be provided via CD, diskette, Internet, your Solution Provider and/or other delivery method at Sage's sole discretion. If available on CD or diskette, Sage will deliver the Materials to you (i) FOB origin; and (ii) after advance payment of an annual shipping and handling charge for all regular shipments to you under this Agreement during the applicable Initial or Renewal Term, as defined in section 6.

**4. Pricing, Payment, and Acceptance.** All fees are nontransferable and nonrefundable (even in the event you cancel your Sage Business Care coverage). You agree to pay all Fees set forth in the Invoice in the currency specified therein within 30 days of the date of the Invoice. Sage may raise the Fees for any renewal term upon 30 days prior notice. A \$50.00 (U.S.) charge will be added to the amount of any dishonored check, charge, debit or transfer. You agree to pay all Fees, plus any applicable late fees or penalties, if any check, charge, debit or transfer is not honored by your financial institution for any reason. Unless you notify us in writing within 10 days of the date on your Invoice of any discrepancy between the Materials you ordered and those you received, you are deemed to have accepted delivery. By installing, using or accepting delivery of the Materials, you agree to be bound by the EULAs and this Agreement. Unless otherwise indicated in the Invoice, all amounts set forth therein are exclusive of taxes, insurance, and shipping and handling charges and you are responsible for payment thereof.

**5. Lapse.** To resume your subscription to the Sage Business Care Plan after a lapse of 1-90 days, you must purchase a minimum of one (1) full year of Sage Business Care Bronze and pay a reinstatement fee of fifteen percent (15%) of the then current Fee. Your service subscription period will be backed to the original expiry date. For 91 days or more, you must purchase a minimum of one (1) full year of service, pay back fees and pay a reinstatement fee of twenty-five percent (25%) of the then current Fee for each year of lapsed coverage.

**6. Term and Termination.** Subject to your payment of all Fees, the term of the Agreement starts on the date indicated in the Invoice and shall continue in effect for a one-year period or such other period expressly set forth in the Invoice ("Initial Term"). Subject to your payment of the renewal and other Fees, this Agreement shall renew for successive one-year terms or such other period as expressly set forth in the Invoice (each a "Renewal Term"). The Agreement shall terminate upon (a) your failure to timely pay any renewal or other Fees, as specifically set forth in any Invoice; (b) your delivery of a written notice of

termination to Sage, provided that you are not in breach of any terms of the Agreement; or (c) your breach of the Agreement and failure to cure such breach within 30 days after written notice thereof by Sage, provided that Sage hereby reserves all rights and remedies available to it as a result of such breach. Upon expiration or termination of the Agreement for any reason, you acknowledge and agree that (i) you shall not be entitled to a refund or offset of any amounts owed or paid to Sage; and (ii) you must cease using the Materials and any copies thereof, remove the Materials and any copies thereof from all computers and other devices in your control, and destroy all media in your control containing the Materials or copies thereof. Unless otherwise provided herein, remedies are cumulative and there is no obligation to exercise a particular remedy. Expiration or termination of the Agreement shall not prejudice, limit, or restrict any other rights or remedies either party may have arising prior to such expiration or termination. Sage has no obligation to refund any amounts paid by you.

**7. Additional Services.** Technical support services, other than Tech-Support OnDemand, may be provided by Sage, subject to a separate written agreement between the parties. Fees for such technical support services shall be at Sage's then current published rates, plus any costs and expenses, including reasonable transportation and lodging. Availability of and Fees for international technical support services shall be determined by Sage, in its sole discretion.

**8. Audits.** Sage or its agents may audit your books, records and information systems to ensure that your use of the Product complies with the end user license agreement between you and Sage concerning the Product (the "EULA").

**9. Client ID.** You must maintain the security of your Client ID number, and you may not allow anyone other than your employees or employees of your authorized Sage Solution Provider of record to use your Client ID number. You may change your Solution Provider of record by completing the appropriate form provided by Sage.

**10. Limitations.** Sage has no obligation to support: (a) altered, damaged, or modified Software, (b) problems, issues, or errors caused by negligence, abuse, or misapplication of the Software; (c) use of the Software other than as specified in the Sage documentation; or (d) hardware malfunctions, third-party software not licensed from Sage, or Software which is not the then-current version. At Sage's request and your own expense, you will provide Sage with documentation of problems and test data, and cooperate with Sage to resolve the issue(s) submitted by you. Sage shall provide Sage Business Care in the English language, except as otherwise agreed in writing.

**11. DISCLAIMER OF WARRANTIES.** THE PRODUCT, UPGRADES AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE EULA. NO OTHER WARRANTIES ARE MADE BY SAGE WITH RESPECT TO THE MATERIALS. SERVICES PROVIDED PURSUANT TO THE AGREEMENT ARE NOT WARRANTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAGE PROVIDES THE MATERIALS AND SERVICES "AS IS" AND "AS AVAILABLE" AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. EXCEPT AS PROVIDED IN THE LIMITED WARRANTY, IF ANY, SAGE HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR DUTIES OF EVERY NATURE WHATSOEVER (EXCEPT ANY DUTIES OF GOOD FAITH). FURTHER, THERE IS NO WARRANTY OF TITLE, ENJOYMENT, OR LACK OF INFRINGEMENT, OR THAT THE PROVISION OR OPERATION OF ANY MATERIALS WILL BE TIMELY OR UNINTERRUPTED.

**12. Limitation of Liability and Exclusion of Damages.** NOTWITHSTANDING ANY DAMAGES YOU MAY INCUR FOR ANY REASON WHATSOEVER, SAGE'S ENTIRE LIABILITY FOR ANY BREACH OF THE AGREEMENT OR FOR ANY CAUSE OF ACTION OF ANY NATURE (INCLUDING WITHOUT LIMITATION, TORT OR PRODUCTS LIABILITY), OR UNDER THE LIMITED WARRANTY, AND YOUR EXCLUSIVE REMEDY AGAINST SAGE BE LIMITED TO THE AMOUNT OF DAMAGES ACTUALLY INCURRED BY YOU, UP TO AN AMOUNT NOT TO EXCEED THE FEES PAID TO SAGE FOR THE PRECEDING 12-MONTH PERIOD. PROVISIONS SET FORTH IN SECTIONS 10, 11, AND 12 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SAGE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OR LOSSES WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THE SAGE MATERIALS, EVEN IF SAGE HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION.

**13. Miscellaneous.** To the extent permitted by local law, this Agreement shall be governed by and construed exclusively in accordance with the laws of Ontario, Canada, without regard to the conflict of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

*Effective April 1, 2010*