

SAGE SOFTWARE END USER LICENSE AGREEMENT
IMPORTANT - SCROLL THROUGH AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS

1. Grant of License. Sage hereby grants to You a limited, perpetual, non-exclusive, non-transferable (except as set forth in **Section 4(b)** below) license to Use the Software on the terms and conditions set forth in this End User License Agreement (“Agreement”).

2. Introduction.

(a) Sage (“Sage” and other capitalized terms are defined below) is willing to grant to You a license of the scope described herein to Use the Software (comprised of the Program and the Documentation) only upon the conditions that You or someone acting on Your behalf and at Your direction, such as Your Distributor has:

- (1) placed an order with Sage for either an initial license or an upgrade (such as for more users, additional modules, etc.), or a service plan for future maintenance releases (“Maintenance Software”) and/or for customer support, and Sage has accepted such order and Enabled Use of the Software; and
- (2) accepted all of the terms and conditions of this Agreement either before or during installation of the Program.

(b) YOU WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND ALL OF ITS TERMS AND CONDITIONS BY DOING ONE OR MORE OF THE FOLLOWING OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO IT FOR YOU:

- (1) CLICKING “I AGREE” OR A SIMILAR AFFIRMATION, AS APPLICABLE, THAT APPEARS DURING INSTALLATION OF THE PROGRAM, OR
- (2) USING THE PROGRAM.

(c) IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT (IN ITS ENTIRETY AND WITHOUT CHANGE TO OR ADDITION TO ITS TERMS AND CONDITIONS), THEN YOU DO NOT HAVE A LICENSE TO USE THE SOFTWARE.

3. Definitions. As used herein, the following terms have the following meanings:

(a) “**Affiliate**” means any entity that controls You, that You control or that is under common control with You where “control” means the ownership, directly or indirectly, of equity securities or other ownership interests which represent more than 50% of the voting power of such affiliate.

(b) “**Distributor**” means the reseller that You have chosen to be Your reseller of record.

(c) “**Documentation**” means the Program specifications that are set forth in the help files of the Program and any release-related notes, guides or manuals Sage publishes specific to the current version of the Program.

(d) “**Enabled Use**” means Sage’s having fulfilled the applicable software delivery process (whether by shipping tangible goods including recorded media containing the Software, enabling downloading of the Software, delivering activation codes for the Software, or otherwise), thereby enabling Use of the Software.

(e) “**Maintenance Software**” means Software that Sage delivers because You have purchased a subscription to a service plan;

(f) “**Program**” means the computer program, a part of which includes the install routine that when executed causes this Agreement to be displayed.

(g) “**Sage**” means the Sage company that publishes the Software.

(h) “**Software**” means collectively, the Program and the Documentation, and any part thereof.

(i) “**Supplemental License Terms**” means the additional terms and restrictions that are specific to the Program licensed by You under this Agreement and posted by Sage at www.sagesoftware.com/eula.

(j) “**Use**” means to install and execute the Program, provided that:

- (1) You install the Program only on a computer system that You own or only on a computer system not owned by You if You will be the only party with access to the installed Program; and
- (2) You execute the Program (i) for its intended purpose solely in connection with the management of the business that You and Your Affiliates conduct, and (ii) solely to the extent of any and all applicable limitations (whether as to specific modules or other parts of the Program, or number of production or backup server computers) set forth in this Agreement and the Supplemental License Terms; and
- (3) You may make only a reasonable number of backup copies of the Program solely for the purpose of reinstalling the Program, if reinstallation becomes necessary; and
- (4) You may make one copy of the Program for Use in a testing environment solely for testing purposes; and,
- (5) You may make and install one copy of the Program at a disaster recovery site for Your Use only for so long as a disaster or other emergency prevents You from Using the Program at Your original installation site.

(k) “**You**” or “**Your**” means or refers to the company or person that Sage has registered as the licensee for the Software.

4. Limits of License. The license contained in this Agreement does not include the right to perform, and You agree to refrain from performing, any of the following:

(a) Except as expressly set forth in **section 3(j)** above, making any copy of the Software, except as an essential step in Your licensed Use thereof.

(b) Distributing any copy of the Software (whether by renting, leasing, lending, sublicensing, time-sharing, or otherwise), except that, if Sage consents in writing, which consent will not be unreasonably denied, You may transfer the Software to a purchasing party after the close of a sale of either Your entire business, or all, or substantially all, of the assets of Your

business, provided that the purchasing party reads and accepts (in writing to Sage) the terms and conditions of this Agreement, the purchasing party agrees to other reasonable transfer requirements, and You do not retain a copy of the Software.

- (c) Using the Software for personal, family, household, or other non-business purposes;
- (d) Altering, modifying, translating, decompiling, disassembling or reverse-engineering the Software or creating any derivative work based upon the Software;
- (e) Removing or obscuring any copyright or trademark notices from the Software.
- (f) Using the Software in excess of (i) the limitations set forth in this Agreement and Supplemental License Terms, and (ii) the number and types of users, seats or licenses You purchase or rightfully acquire.

5. Additional Restrictions.

- (a) Any report-writing software contained within the Program may be subject to a restriction such that its use may be limited to accessing only the data that is created by, or used by, the Program;
- (b) You may not Use, export, re-export or otherwise transfer the Software in violation of any domestic or foreign laws or regulations in effect from time to time in the jurisdiction in which You are a resident or in which the Software is Used. You represent and warrant that You are not located in, under the control of, a national or resident of, any restricted country or of any entity or person designated as restricted.

6. U.S. Government Restricted Rights. The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in paragraphs (a) – (d) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, or Section 227.7202 of the DFARS. The Manufacturer is the Sage company identified above, having a place of business at 56 Technology Drive, Irvine, California 92618-2301.

7. Limited Warranty and Disclaimers.

(a) Sage warrants that, during the one hundred and eighty (180) day period (the “Warranty Period”) that commences on the date that Sage Enabled Use of the Software (whether for an initial license, an upgrade or a maintenance release under a service plan), the Program, when properly Used, shall perform substantially in accordance with the Documentation. Sage does not warrant or represent that Your Use of the Program will be uninterrupted or error-free. If You report to Sage in writing within the Warranty Period any non-conformity between the Documentation and the Program, and if Sage is able to replicate and verify that such non-conformity exists, Sage shall make commercially reasonable efforts to correct such non-conformity and, if successful, shall supply You with such correction at no additional cost to You. If such efforts are unsuccessful and the non-conformity is material: (1) Except for Maintenance Software, You may terminate this Agreement, discontinue Use of, and return all copies You have of the Software, and Sage will ensure that You receive a refund of the license fee You paid and credit for any license fee You owe for the Software; and (2) For Maintenance Software, You may terminate Your service plan, discontinue Use of, and return all copies You have of the Maintenance Software, and Sage will ensure that You receive a refund of, or credit for, the service fee You incurred for the purchase of your most recent service plan. The foregoing states Your SOLE AND EXCLUSIVE REMEDY for any breach of this warranty.

(b) With respect to any media by which You may have received Your installation copy of the Program, Sage warrants that the media is free from defects in materials and workmanship under normal use for the Warranty Period. YOUR SOLE AND EXCLUSIVE REMEDY under this warranty is limited to replacement of defective media.

(c) OTHER THAN THE EXPRESS, LIMITED WARRANTIES STATED ABOVE IN THIS SECTION, SAGE AND ITS SUPPLIERS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED AND 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. YOU UNDERSTAND AND AGREE THAT: (1) THE UTILITY OF A BUSINESS MANAGEMENT COMPUTER PROGRAM DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES, (2) YOU ARE FREE TO DECIDE, AND ARE RESPONSIBLE FOR DECIDING, WHEN TO UPGRADE YOUR SOFTWARE, AND (3) SAGE DISCLAIMS ANY RESPONSIBILITY TO DELIVER LATER-RELEASED SOFTWARE OR OTHERWISE RENDER ANY CUSTOMER SUPPORT SERVICES EXCEPT AS MAY BE SPECIFIED IN A SEPARATE CUSTOMER MAINTENANCE AND SUPPORT AGREEMENT.

(d) **Other Limitations.** Sage will have no responsibility under these limited warranties for any Software or media that has been modified, lost, stolen or damaged by accident, abuse or misapplication. No employee, agent or representative of Sage, nor any reseller (including Your Distributor) or any other third party, is authorized to make any warranty with respect to the Software, except those expressly stated in this Agreement, and You may not rely on any such unauthorized warranty. You acknowledge and agree that You have chosen Your Distributor, and that such Distributor is an independent party and not an agent of Sage.

8. Exclusions of and Limitation of Liability.

(a) You acknowledge Your understanding that software is inherently complex and may not be free from errors, and that You have been advised to verify the work produced by the Program. Neither Sage nor its suppliers shall be liable for any special, indirect, incidental, consequential or punitive damages resulting from any defect in the Software or media, even if

Sage has been advised of the possibility of such damages. This means Sage is not responsible or liable for damages or costs incurred as a result of loss of time, loss of data, loss of anticipated profits, lost opportunity cost or loss of use of the Software, nor for damages or costs incurred in connection with obtaining substitute software, claims made against You by others or similar costs. IN NO EVENT SHALL SAGE'S LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE LICENSE FEE ACTUALLY PAID BY YOU TO PURCHASE THE LICENSE FOR THE SOFTWARE. You acknowledge and agree that this Agreement allocates risk between You and Sage as authorized by applicable law, and that the pricing of Sage's products reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth in this Agreement shall remain in full force and effect.

(b) You acknowledge that unless You and Sage agree in writing for Sage to provide software implementation services to implement the Program at your place of business, You are responsible for engaging a qualified party to provide implementation services for You on terms You negotiate. You also acknowledge that You are responsible for independently investigating the skills and qualifications of such party to ensure that they provide You with the level of skill and service Your business requires. You agree that Sage shall have no liability whatsoever for any failure associated with such implementation services, even if the party You engage is an authorized or certified Distributor, consultant, or installer of Sage products.

9. Jurisdictional Rights. This Agreement gives You specific legal rights, and You may also have other rights, which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so some or all of those sections of the Agreement may not apply to You.

10. Term. This Agreement is effective from the date You accept it and continues in effect until terminated. You may terminate this Agreement at any time, at which point Your license hereunder will terminate. This Agreement and the license granted herein will terminate automatically and without notice if You fail to comply with any term or condition of this Agreement. You agree upon termination to return the original Software to Sage and to destroy all other Software copies in Your possession. Any provision in this Agreement which when reasonably read is intended to survive the termination of this Agreement shall survive, including without limitation, the disclaimer of warranties and limitations of liability.

11. Entire Agreement and Severability. This Agreement (including the Supplemental License Terms which are incorporated by reference and made a part hereof) represents the complete and exclusive understanding between You and Sage regarding the Software, and supersedes any prior purchase order, confirmation, advertising, representation, or other communication. This Agreement may not be modified except by a written agreement signed by an authorized Sage representative. If any provision of this Agreement is found to be void, invalid, or unenforceable, it shall be severed from and shall not affect the remainder of this Agreement, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision, which conforms to applicable law and embodies as closely as possible the original intent of the parties.

12. Dispute Resolution, Waiver of Collective or Class Action, Choice of Law, Statute of Limitations and Language. Any cause of action or claim arising out of or relating to this Agreement or the breach thereof, including without limitation, the validity, enforceability or scope of this Agreement, shall be settled by binding arbitration pursuant to this **section 12** and the applicable rules of either J.A.M.S/Endispute or the National Arbitration Forum in effect at the time the claim is filed. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In addition, You agree that any cause of action or claim will be arbitrated individually and that You will not consolidate or seek class treatment for any claims, unless previously agreed to in writing by You and Sage. This Agreement shall be governed by the laws of (i) the State of Texas if primary Use of the Software occurs in any jurisdiction other than Canada, or (ii) the Province of British Columbia if primary Use of the Software occurs in Canada, without regard to the conflict of laws provisions thereof or to the United Nations 1980 conventions on the International Sale of Goods. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. ***Les Parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.*** ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, MUST BE BROUGHT NO MORE THAN ONE (1) YEAR AFTER IT AROSE, OTHERWISE THE CLAIM OR CAUSE OF ACTION SHALL BE BARRED, EXCEPT THAT THE FOREGOING LIMITATION AND THE ARBITRATION PROVISION SHALL NOT APPLY TO THE ENFORCEMENT BY SAGE OF ANY OF ITS INTELLECTUAL PROPERTY RIGHTS. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

13. Indemnification.

(a) If You receive notice of any claim that Your use of any part of the Software infringes any third party's intellectual property right in a patent, copyright, or trade secret, Sage shall defend, and shall indemnify and hold You harmless by paying any resulting costs and damages finally awarded by a court with respect to any such claim provided that You:

- (1) Notify Sage in writing promptly upon becoming aware of the claim,
- (2) At Sage's request and expense, give Sage such information and assistance as is reasonable under the circumstances, and
- (3) Give Sage the right to settle the claim in Sage's sole discretion and at Sage's expense.

(b) This indemnification does not extend to any claim based upon any alleged infringement arising from the combination of the Software with other elements not under Sage's sole control, or arising from any part of the Software that You or a

third-party modify, or that incorporates specifications, designs or formulas that You provide. If You are prevented from Using the Software because of an actual or claimed infringement, then at Sage's option, Sage shall promptly either obtain for You the right to continue Using the affected part of the Software, replace or modify the affected part of the Software so that it becomes non-infringing, or if none of the foregoing alternatives are possible after Sage exercises commercially reasonable efforts, You may terminate this Agreement and any service plan, and Sage shall ensure that You receive a refund of, or credit for:

(1) the service fee You incurred for the purchase of Your most recent service plan; and

(2) a pro rata portion of the license fees You incurred for the purchase of Your initial license and all upgrades, which pro rata portion will be determined on the basis of the remaining period of a useful life of (5) five years, where the five year useful life begins on the date of Your purchase of Your initial license and the remaining period begins on the date You so terminate.

(c) THIS **SECTION 13** SETS OUT SAGE'S ENTIRE FINANCIAL LIABILITY FOR ANY INTELLECTUAL PROPERTY CLAIMS OR ACTUAL INFRINGEMENTS RELATING TO THE SOFTWARE.

You hereby give Sage permission to send You information regarding Sage's products and services by various delivery methods, including via facsimile.

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