

Sage Authorized
Learning Services
Partner (SALP)
Program



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The Sage Authorized Learning Services Partner Program Guide

This program guide provides detailed information regarding the new Sage Authorized Learning Services Partner Program, including program requirements, benefits, and resources. The document is updated on an ongoing basis and made available on the Sage Learning Partner webpage on <https://www.sage.com/en-za/learning-services/> and through Sage Learning Partner Account Managers. It is essential for Sage learning partners to review the program guide and updates on a regular basis to ensure program compliance and benefit fulfilment.

The program guide includes:

- An overview of the Sage Authorized Learning Services Partner Program
- Information regarding Sage Authorized Learning Services Partner Program enrolment and renewal
- A description of program benefits and requirements by Learning Partner Type
- A glossary of program terms

Learning Partner Confidential

Please note that the Sage Authorized Learning Services Partner Program Guide and its contents are Sage Learning Partner confidential. Sharing or publishing of the program guide to non-company personnel is prohibited.

Introduction

About Sage

Sage is the market leader for integrated accounting, payroll, and payment systems, supporting the ambition of the world's entrepreneurs. Sage began as a small business in the U.K. 30 years ago, and over 13,000 colleagues now support millions of entrepreneurs across 23 countries, as they power the global economy. We reinvent and simplify business accounting through brilliant technology, working with a thriving community of entrepreneurs, business owners, tradespeople, accountants, partners, and developers.

As a FTSE 100 business, we are active in supporting our local communities and invest in making a real difference through the philanthropy of the Sage Foundation.

Sage—the market leader for integrated accounting, payroll, and payment systems, supporting the ambition of the world's entrepreneurs.

Partnering with Sage Learning Services

The Sage Authorized Learning Services Partner Program (SALP) is designed to extend our community of experts. Partner with us and earn authorization to deliver Sage Learning Programs.

Customers and partners who have confident product knowledge drive implementation and business success, achieving the maximum benefit from Sage products and services.

Grow with Sage

Learning Partners help Sage reach more customers and partners.

By knowing how to best deploy and use Sage products and services, business builders can focus on what they do best—running and growing their business.

Customer Experience

We provide the best learning experience through our Sage Certified Resources and world class curriculum on industry leading technology across the latest modalities.

Sage Authorized Learning Services Partner Program

The Sage Authorized Learning Services Partner Program encourages mutual business growth via a relevant and beneficial partnering relationship. The program provides consistent requirements and policies that are effective and supported on a global basis. Partners can benefit from:

- Increased revenue opportunities
- Expanded learning delivery capabilities
- Increased customer adoption
- Best in class program
- Program Framework

The Sage Authorized Learning Services Partner Program provides a simplified business framework and consistent rules of engagement designed to enable partners to grow and prosper with Sage and its Sage Learning Services division.

The program offers opportunities for three Learning Partner Types for Sage Learning Services to actively manage the adoption of Sage products across the various market segments and to increase the reach of official Sage curriculum across the AME region. The basic principles of the 2 partner types are:

- Authorised programmes that present official Sage curriculum and not copied or Grey market offerings.
- Increased coverage of Learning Services across the region with regional and local channel/partner capability
- Overall quality managed by introducing the Sage Certified Instructors program across AME.

- Reseller opportunities of official curriculum by partners without the hassle of these partners implementing delivery of the LS curriculum.
- Local points of presence to offer Learning Services Delivery Centre capability across AME.

Program benefits and requirements are structured to recognize a learning partner's investment in and contribution to delivering Sage solutions that drive joint success.

Please reference the Program Benefit; Certification and Requirement section for detailed information by Learning Partner Type.

Learning Partner Types

The Sage Partner Program supports numerous business models and go to market strategies by offering two Partner Types:

- Sage Authorized Learning Partner - Supplier (**SALP-S**) including the Sage Certified Instructors program
- Sage Authorized Learning Partner - Reseller (**SALP-R**)

Partners may qualify to participate in more than one Partner Type.

Partner Commitment

Each partner type commits to offer Sage Authorized Learning solutions, either by selling Sage University offerings or by offering courses led by Sage Certified Instructors. The Program includes fees, agreements, and potential compliance reviews. Sage Authorized Learning Partners experience a revenue-generating opportunity, as well as expanding the constellation of resources who are qualified to educate customers, enabling them to fully utilize the Sage product they have chosen. Sage provides official authorized Sage curriculum to the partner channel for resale and delivery, such curriculum is protected by the Terms and conditions of Sage Learning services.

Program Application

All learning partners must apply to participate in the program. Sage Authorized Learning Partners are required to complete the Sage Authorized Learning Services Partner Program Application, acknowledging adherence to and acceptance of the Sage Authorized Learning Partner Program Terms and Conditions and Sage Authorized Learning Partner Program Agreement. Learning Partners may qualify to participate in more than one Partner Type category. One application is required per Learning Partner Type. Learning Partners must comply with the program requirements and business plan commitments for each Learning Partner Type and application.

Program Application Fee

Each application incurs a one-time application fee. This fee is due at the time of application.

Program Agreement

Upon receiving notice of acceptance into the Program by Sage, each Learning Partner will be bound by the Sage Authorized Learning Partner Program Agreement.

Annual Program Fee

Except for Sage Authorized Learning Resellers, each Learning Partner Type incurs an annual fee. Sage invoices the annual fee every year. Additional education and certification fees may apply. Please reference the requirements by Learning Partner Type for program fee details contained in Exhibit C: Program Pricing guide.

Note: In the event of program termination, program fees will not be refunded.

Program Compliance Reviews

Sage may conduct site inspections and Program audits of the Sage Authorized Learning Partner. Onsite inspections and/or audits will be conducted during normal business hours. Sage may request student, class, instructor, and related records from the past year, to be returned within 30 days. If the partner type is Reseller, Sage may review the volume of courses sold within the past 12 months.

Benefits by Sage Learning Type

Program benefits	SALP-S	SALP-R
Revenue growth opportunity	•	•
Increase customer adoption	•	•
Protect Sage's brand value	•	•
Sage-managed certifications	•	-
Sage Learning Services Partner logo	•	•
Protect Customer's return on their Sage Investment	•	•
Online, email, and/or telephone support	-	•
Discounted access to learning kits	•	•
Direct ordering	-	•
Special Partner promotions	-	•
Influence quality and content of Sage learning assets	•	-

Selection

Reseller (SALP – R)

Supplier (SALP – S)

*please select partner type in tick box.

Sage Authorized Learning Partner – Reseller Guide (SALP – R)

Sage Authorized Learning Partner – Reseller (SALP – R)

Members of the Sage Partnership program who may resell Sage Learning Services and Sage University scheduled offerings covering all modalities to customers.

The SALP-R Partners must:

A) Earn Authorization by:

- Completing the Sage Learning Services Partner Application
- Signing the Agreement
- Being a Sage authorized partner in good standing

B) Maintain Authorization by:

- Adhering to the Code of Conduct and Terms & Conditions
- Selling the specified number of courses per year

Partner Compensation

In the resell partner type, Sage learning partners sell Sage learning that is already on Sage Learning Service's delivery schedule. This is the Sage Learning Services schedule of delivery that uses Sage's instructors and facilities. Partners receive a 30 percent of the revenue, as they collect the payment from the customer. Sage will invoice the partner less 30% of the list price.

Sage Authorised Learning Partner - Reseller	Sage invoices Partner	Partner Margin
Standard Reseller	70%	30%

Example:

- Partner sells and collects revenue for an official Sage LS course in any modality: partner retains 30% of list price
- Sage invoices the partner 70% of list price
- Partner completes booking forms with end user details

Contact Sage for specific details on pricing.

Partner Obligations

Sage reserves the right to administer the Sage Authorized Learning Services Partner Program at its sole discretion and reserves the right to change the benefits and requirements stated within this program guide. Notification of updates to the Sage Authorized Learning Services Partner Program Guide will be posted on the Sage Learning Partner Community portal. Participation in the Sage Authorized Learning Services Partner Program is subject to the *Sage Authorized Learning Services Partner Program Terms and Conditions* in the Sage Authorized Learning Partner Program Agreement.

Sage Authorized Learning Partner agrees to Policies pertaining to the SALP-R partner model:

Non-Genuine product usage policy

Non-Genuine Products are any and all products:

- i. to which a Sage mark, trademark or service mark has been affixed without Sage's consent;
- ii. that do not originate from Sage or are produced without the approval of Sage; and are generally produced with the intent to counterfeit or imitate a genuine Sage Product.

Non-Genuine Training means any and all content, training courses, or course materials:

- i. to which a Sage Mark or other Sage trademark or service mark has been affixed without Sage's consent;
- ii. are produced with the intent to counterfeit or imitate a genuine Sage Training course or materials, or
- iii. a Training Course or Training Materials where any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier have been removed, altered, or destroyed.
- iv. Sage Derived Course means any work or course created by the Partner (including without limitation any collective works, compilations, condensations, editorial revisions, annotations, elaborations, translations, derivative works or modifications of the Sage Content or Sage Products) which includes any material created by or supplied by Learning Partner or a third party and which incorporates, modifies or includes any portion of the Sage Content or the Sage Products without legal approval from Sage.

1. Class Cancellation

Classroom: Sage reserves the right to cancel courses for any reason, including when course registrations do not meet minimum levels. Sage University will notify attendees of a cancelled course at least 7 calendar days prior to the course start date. In this case, registration fees may not be refunded to the original form of payment and the attendee will be booked on the next available course of the same title. Sage is not responsible for airfare penalties incurred because of cancelled courses. Sage will not reimburse registrants for any travel or hotel cancellation fees or penalties.

Publicly Scheduled Instructor Led Training Events *	
If you...	Sage will assess...
cancel or reschedule your registration 7 or more calendar days before the scheduled start date of the class	no charge
reschedule your registration 1-6 calendar days prior to the class start date	50% of the class fee
cancel your registration 1- 6 calendar days prior to the class start date	50% of the class fee
do not show up for the event; or cancel on the day of the event	100% of the class fee

Private/Onsite Training Events *	
If you...	Sage will assess...
cancel your class 14 or more calendar days before the scheduled start date of the class	no charge
reschedule your class 1-13 calendar days prior to the class start day	50% of the class fee
cancel your class 1-13 calendar days prior to the class start date	50% of the class fee
do not show up for the class, or cancel on the day of the class	100% of the class fee

Virtual Classes: Sage reserves the right to cancel courses for any reason, including when course registrations do not meet minimum levels. Sage University will notify attendees of a cancelled course at least 5 calendar days prior to the course start date. In this case, registration fees may not be refunded to the original form of payment and the attendee will be booked on the next available course of the same title.

2. Sage Product Versioning

Sage may present Sage courseware that is up to one (1) version prior to the latest. Sage is not responsible for supporting anything prior to that.

3. Sage Certification Tests

Some Sage learning material offers a Sage certification test. Students must pass the Sage certification test after their course to obtain a certification.

Sage offers product certification testing directly through Sage University. Certification tests require registration through Sage University, incur a fee separate from the course, and partners may not administer, develop, or offer these tests for official credit tracked through the Sage University Learning Management System. Because all Sage assessments are online, students can take them anytime. Sage will not credit any assessments that have been booked or invoiced to a Sage Authorized Learning Partner - Reseller or Sage Authorized Learning Partner Delivery Center. All students test for and receive their certificates electronically through Sage University.

The Sage Authorized Learning Partner must ensure that students know they must register for certification directly with Sage.

Sage Authorized Learning Partners may host assessment sessions on their premises for students who do not have internet access. Sage Authorized Learning Partners can charge the student for hosting administration and PC/internet usage fees at their discretion.

4. Customer Satisfaction Policies

Sage Authorized Learning Partners are required to establish and publish quality control and general customer satisfaction policies. Make these policies available to every student prior to student enrolment and payment. Policies must include reasonable quality guarantees, instructor evaluations, possible options for retaking a class at no additional charge, and similar implementations.

Sage Learning Service's Customer Satisfaction Policy applies to those publicly scheduled and publicly available Sage University or Instructor Led Training classes that are identified as part of the 100% Student Satisfaction program on the www.Sage.co.za/learning website at the time the class is purchased. In the event that a student who has completed such a class and been present for all of the offering is not, in his/her reasonable opinion, satisfied with the class, then the student must notify Sage Learning Services within 5 business days of the completion of the class. Sage will then permit the student to retake the same version of the same class title (or at the student's option, the equivalent class provided online, if available) once more for free within 90 days of Sage's receipt of the notification (or if it is not available during such 90 day period, as soon as the class is available thereafter at the same location or within 50 kilometres therefrom). The Student Satisfaction program does not apply: (i) to the retaken class; (ii) if the student is not able to satisfy the above criteria for reasons beyond Sage's reasonable control; (iii) Sage University eLearning and Self Study Manuals. Sage is not responsible for any applicable taxes, transportation costs, lodging costs or other expenses or costs related to the retake. Sage has the option, at its sole discretion, of providing a refund for the class fees in lieu of permitting a class retake if for any reason, including scheduling, Sage considers a refund to be appropriate. This is the sole remedy and Sage's exclusive liability if a student is not satisfied with the class.

5. Ownership, Copyright and Confidentiality

All rights, including copyright, in respect of all documentation, materials and code produced by Sage in pursuance of your duties and functions shall vest in Sage to be retained by Sage. Accordingly, for purposes of this contract, Sage shall be exclusive owner and/or holder of the copyright of all original material (whether written or readable by machine), ideas, concepts, know-how and techniques which may be developed or, which may be in the process of development for exclusive use by Sage.

You shall from time to time receive information, data and products of a confidential nature in rendering your services to Sage in pursuance of this contract. You are instructed to accept such information, data and products in confidence, and accordingly are expressly prohibited from copying, disclosing and/or reproducing such information, data and products without the express written consent of a delegated authority of Sage. You are further required to restrict the use of this information, data and products exclusively to the purposes directed by Sage.

For the purposes of this agreement, “confidential information” shall include but not be limited to:

- Products, new developments, business methods and techniques.
- All manuals, presentations and Sage documentation.
- Identity of clients together with contractual relationships with these clients
- All financial details of relationships with clients and business associates.
- Remuneration details paid to any employees and or contractors.
- Upon termination of this agreement, you are obliged to deliver all documents and other property of Sage which may be in your possession, and you may not retain any copies of such documents and/or make copies of them for your benefit.

6. Breach

By placing your signature hereto, Contractor agrees to abide by all undertakings in this agreement and any breach in terms of this agreement shall lead to the immediate termination of the contract and will result in legal action being instituted against Contractor in the form of an interdict and damages suit.

7. Termination

This contract may be terminated as follows:

One calendar months’ notice by either party on or before the first day of the month; or
In the event of a breach, and where the breach is of such a serious nature, Sage may terminate your services without any notice.

8. Derivative Works

Provided that Sage has authorized in writing that the Learning Partner may create Derivative Works, Learning Partner must abide by the following:

- i. Learning Partner shall not distribute or sublicense any Sage Content, Sage Products or Sage Derived Courses to any individual or entity, other than Sage Students, Sage Learning Partners, and Sage Learning Solutions Partners.
- ii. Learning Partner will follow the Derivative Works approval process as per the SALP agreement with final approval awarded by Sage Legal.

- iii. Learning Partner will own all right, title and interest in and to Sage Derived Courses created by Learning Partner (including all Intellectual Property Rights created therein), provided that Sage shall retain all right, title and interest (including all Intellectual Property Rights therein) in and to the underlying Sage Content and/or Sage Products.

Learning Partner irrevocably and perpetually covenants that Learning Partner shall not seek to enjoin and will not enjoin Sage or any of Sage's Sage Learning Solutions Partners, Sage Learning Partners, Sage Students, Sponsored Organizations, distributors, resellers, customers or licensees from making, having made, using, selling, offering for sale, importing, creating derivative works of, copying, publicly displaying, publicly performing or distributing any materials or courses that are alleged to infringe Learning Partner's rights in or to a Sage Derived Course. Any claim, proceeding or action by Learning Partner based on the alleged infringement of Learning Partner's rights in a Sage Derived Course shall be limited solely to seeking money damages in the form of a reasonable royalty.

Learning Partner agrees and acknowledges that nothing contained in this Agreement shall limit Sage's ability, in any way, to develop and create additional content or copyrightable works in the future, irrespective of whether such content or works are similar to or compete with any work or course created by Learning Partner pursuant to this Agreement.

Sage Authorized Learning Partner – Supplier Guide (SALP – S)

Sage Authorized Learning Partner – Supplier (SALP – S)

Members of the Sage Partnership program who may supply Sage Learning Services with Sage Certified Instructors and delivery facilities that are certified by Sage to deliver ILT on a need's basis. Instructors have a mandatory requirement for being certified to be considered in this program.

The SALP-S Partners must:

- A. Earn Authorization by:
 - Completing the Sage Learning Services Partner Application
 - Signing the Agreement
 - Supplying only Sage Certified Instructors
 - Supplying ILT facilities at a standard acceptable to Sage AME Delivery management including but not limited to Catering; IT Infrastructure & Software
 - Being a Sage authorized partner in good standing
 - Completing the Sage procurement registration requirement.
- B. Maintain Authorization by:
 - Adhering to the Code of Conduct and Terms & Conditions
 - Maintaining their Sage Certified Instructor status for their respective trainers
 - Maintaining their Instructor Lead Training facilities at a standard acceptable to Sage AME Delivery management

Sage Certified Instructors

Independent or partner-affiliated learning consultants who have completed the Sage Trainer Certification experience to certify their delivery skills and knowledge for respective Sage products. Then, they can deliver courses on behalf of Sage.

These instructors must:

- A. Earn Certification by:
 - Signing the Agreement
 - Achieving product role-based certification
 - Participating in a co-teach and teach-back event
 - Remitting all program fees
- B. Maintain Certification by:
 - Adhering to the Code of Conduct and Terms & Conditions
 - Maintaining product role-based certification
 - Maintaining required participant satisfaction scores

- Delivering the specified number of courses per year
- Renewing all program fees

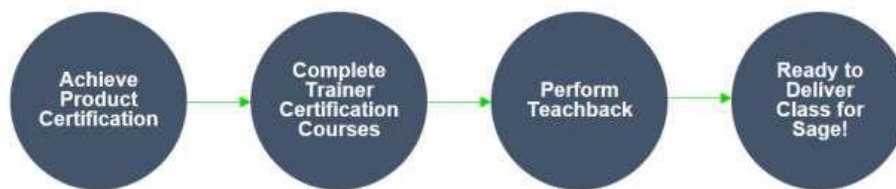
Certified Instructor Course Eligibility Requirements

Certified Instructors must complete product course certifications and graduate from Sage’s Trainer Certification Program. The time required to become a Sage Certified Instructor varies by product and role.

After achieving product certification, a candidate should expect to spend about 5 hours for specific train-the-trainer preparation, and then present up to 2 teachback sessions per role application.

In a teachback, a candidate presents topics from the relevant course, selected by the Sage Delivery Readiness Team representative.

A teachback requires 60-160 hours of preparation, depending on the subject matter and your level of expertise and confidence.



Partner Compensation

Sage Learning Service may at any time subcontract the Sage Authorized Learning Partner - Supplier (SALP-S) to deliver certified Instructors or Facilities for a Sage course. Rates are dependent on Country; Product tier and are agreed upon on sign up of the supplier agreement¹.

Example:

Partner subcontracts Sage certified Instructors and/or ILT Facilities for a Sage course. Sage pays the supplier upon completion of supply of the agreed resource. Rates are dependent on Country; Product tier and are agreed upon on sign up of the supplier agreement.

Certified Instructors acting as subcontractors for Sage receive a daily rate when delivering a class on Sage’s behalf. Sage Authorized Learning Supplier (SALP-S) pay an application fee and yearly renewal fee. They may subcontract Certified Instructors to Sage or Sage Authorized Learning Partner Delivery Centre’s (SALP-DC) for a pre-set daily rate. Sage may also rent a facility through the partner, for a pre-set rate.

Contact Sage for specific details on rates.

1. Payments subject to the SALP-S fulfilling their obligations as per the sage Learning Services customer satisfaction policy

2. Rates for partner supply of instructors is negotiated as per product specialization, region location and seniority of the instructor. Similarly rates for supply of the classroom infrastructure will be negotiated as per region and level of infrastructure provided

Partner Obligations

Sage reserves the right to administer the Sage Authorized Learning Services Partner Program at its sole discretion and reserves the right to change the benefits and requirements stated within this program guide. Notification of updates to the Sage Authorized Learning Services Partner Program Guide will be posted on the Sage Learning Partner Community portal. Participation in the Sage Authorized Learning Services Partner Program is subject to the *Sage Authorized Learning Services Partner Program Terms and Conditions* in the Sage Authorized Learning Partner Program Agreement.

Sage Authorized Learning Partner agrees to Policies pertaining to the SALP-R partner model:

Non-Genuine product usage policy

Non-Genuine Products are any and all products:

- i. to which a Sage mark, trademark or service mark has been affixed without Sage's consent;
- ii. that do not originate from Sage or are produced without the approval of Sage; and
- iii. are generally produced with the intent to counterfeit or imitate a genuine Sage Product.

Non-Genuine Training means any and all content, training courses, or course materials:

- i. to which a Sage Mark or other Sage trademark or service mark has been affixed without Sage's consent;
- ii. are produced with the intent to counterfeit or imitate a genuine Sage Training course or materials, or
- iii. a Training Course or Training Materials where any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier have been removed, altered, or destroyed.
- iv. Sage Derived Course means any work or course created by the Partner (including without limitation any collective works, compilations, condensations, editorial revisions, annotations, elaborations, translations, derivative works or modifications of the Sage Content or Sage Products) which includes any material created by or supplied by Learning Partner or a third party and which incorporates, modifies or includes any portion of the Sage Content or the Sage Products without legal approval from Sage.

1. Class Cancellation

Classroom: Sage reserves the right to cancel courses for any reason, including when course registrations do not meet minimum levels. Sage University will notify attendees of a cancelled course at least 7 calendar days prior to the course start date. In this case, registration fees may not be refunded to the original form of payment and the attendee will be booked on the next available course of the same title. Sage is not responsible for airfare penalties incurred because of cancelled courses. Sage will not reimburse registrants for any travel or hotel cancellation fees or penalties.

Publicly Scheduled Instructor Led Training Events *	
If you...	Sage will assess...
cancel or reschedule your registration 7 or more calendar days before the scheduled start date of the class	no charge
reschedule your registration 1-6 calendar days prior to the class start date	50% of the class fee
cancel your registration 1- 6 calendar days prior to the class start date	50% of the class fee
do not show up for the event; or cancel on the day of the event	100% of the class fee

Private/Onsite Training Events *	
If you...	Sage will assess...
cancel your class 14 or more calendar days before the scheduled start date of the class	no charge
reschedule your class 1-13 calendar days prior to the class start day	50% of the class fee
cancel your class 1-13 calendar days prior to the class start date	50% of the class fee
do not show up for the class, or cancel on the day of the class	100% of the class fee

Virtual Classes: Sage reserves the right to cancel courses for any reason, including when course registrations do not meet minimum levels. Sage University will notify attendees of a cancelled course at least 5 calendar days prior to the course start date. In this case, registration fees may not be refunded to the original form of payment and the attendee will be booked on the next available course of the same title.

2. Sage Product Versioning

Sage may present Sage courseware that is up to one (1) version prior to the latest. Sage is not responsible for supporting anything prior to that.

3. Sage Certification Tests

Some Sage learning material offers a Sage certification test. Students must pass the Sage certification test after their course to obtain a certification.

Sage offers product certification testing directly through Sage University. Certification tests require registration through Sage University, incur a fee separate from the course, and partners may not administer, develop, or offer these tests for official credit tracked through the Sage University Learning Management System. Because all Sage assessments are online, students can take them anytime. Sage will not credit any assessments that have been booked or invoiced to a Sage Authorized Learning Partner - Reseller or Sage Authorized Learning Partner Delivery Center. All students test for and receive their certificates electronically through Sage University.

The Sage Authorized Learning Partner must ensure that students know they must register for certification directly with Sage.

Sage Authorized Learning Partners may host assessment sessions on their premises for students who do not have internet access. Sage Authorized Learning Partners can charge the student for hosting administration and PC/internet usage fees at their discretion.

4. Customer Satisfaction Policies

Sage Authorized Learning Partners are required to establish and publish quality control and general customer satisfaction policies. Make these policies available to every student prior to student enrolment and payment. Policies must include reasonable quality guarantees, instructor evaluations, possible options for retaking a class at no additional charge, and similar implementations.

Sage Learning Service's Customer Satisfaction Policy applies to those publicly scheduled and publicly available Sage University or Instructor Led Training classes that are identified as part of the 100% Student Satisfaction program on the www.Sage.co.za/learning website at the time the class is purchased. In the event that a student who has completed such a class and been present for all of the offering is not, in his/her reasonable opinion, satisfied with the class, then the student must notify Sage Learning Services within 5 business days of the completion of the class. Sage will then permit the student to retake the same version of the same class title (or at the student's option, the equivalent class provided online, if available) once more for free within 90 days of Sage's receipt of the notification (or if it is not available during such 90 day period, as soon as the class is available thereafter at the same location or within 50 kilometers therefrom). The Student Satisfaction program does not apply: (i) to the retaken class; (ii) if the student is not able to satisfy the above criteria for reasons beyond Sage's reasonable control; (iii) Sage University eLearning and Self Study Manuals. Sage is not responsible for any applicable taxes, transportation costs, lodging costs or other expenses or costs related to the retake. Sage has the option, at its sole discretion, of providing a refund for the class fees in lieu of permitting a class retake if for any reason, including scheduling, Sage considers a refund to be appropriate. This is the sole remedy and Sage's exclusive liability if a student is not satisfied with the class.

5. Ownership, Copyright and Confidentiality

All rights, including copyright, in respect of all documentation, materials and code produced by Sage in pursuance of your duties and functions shall vest in Sage to be retained by Sage. Accordingly, for purposes of this contract, Sage shall be exclusive owner and/or holder of the copyright of all original material (whether written or readable by machine), ideas, concepts, know-how and techniques which may be developed or, which may be in the process of development for exclusive use by Sage.

You shall from time to time receive information, data and products of a confidential nature in rendering your services to Sage in pursuance of this contract. You are instructed to accept such information, data and products in confidence, and accordingly are expressly prohibited from copying, disclosing and/or reproducing such information, data and products without the express written consent of a delegated authority of Sage. You are further required to restrict the use of this information, data and products exclusively to the purposes directed by Sage.

For the purposes of this agreement, “confidential information” shall include but not be limited to:

- Products, new developments, business methods and techniques.
- All manuals, presentations and Sage documentation.
- Identity of clients together with contractual relationships with these clients
- All financial details of relationships with clients and business associates.
- Remuneration details paid to any employees and or contractors.
- Upon termination of this agreement, you are obliged to deliver all documents and other property of Sage which may be in your possession, and you may not retain any copies of such documents and/or make copies of them for your benefit.

6. Breach

By placing your signature hereto, Contractor agrees to abide by all undertakings in this agreement and any breach in terms of this agreement shall lead to the immediate termination of the contract and will result in legal action being instituted against Contractor in the form of an interdict and damages suit.

7. Termination

This contract may be terminated as follows:

- a. One calendar months’ notice by either party on or before the first day of the month; or
- b. In the event of a breach, and where the breach is of such a serious nature, Sage may terminate your services without any notice.

8. Derivative Works

Provided that Sage has authorized in writing that the Learning Partner may create Derivative Works, Learning Partner must abide by the following:

- i. Learning Partner shall not distribute or sublicense any Sage Content, Sage Products or Sage Derived Courses to any individual or entity, other than Sage Students, Sage Learning Partners, and Sage Learning Solutions Partners.
- ii. Learning Partner will follow the Derivative Works approval process as per the SALP agreement with final approval awarded by Sage Legal.
- iii. Learning Partner will own all right, title and interest in and to Sage Derived Courses created by Learning Partner (including all Intellectual Property Rights created therein), provided that Sage shall retain all right, title and interest (including all Intellectual Property Rights therein) in and to the underlying Sage Content and/or Sage Products.

Learning Partner irrevocably and perpetually covenants that Learning Partner shall not seek to enjoin and will not enjoin Sage or any of Sage's Sage Learning Solutions Partners, Sage Learning Partners, Sage Students, Sponsored Organizations, distributors, resellers, customers or licensees from making, having made, using, selling, offering for sale, importing, creating derivative works of, copying, publicly displaying, publicly performing or distributing any materials or courses that are alleged to infringe Learning Partner's rights in or to a Sage Derived Course. Any claim, proceeding or action by Learning Partner based on the alleged infringement of Learning Partner's rights in a Sage Derived Course shall be limited solely to seeking money damages in the form of a reasonable royalty.

Learning Partner agrees and acknowledges that nothing contained in this Agreement shall limit Sage's ability, in any way, to develop and create additional content or copyrightable works in the future, irrespective of whether such content or works are similar to or compete with any work or course created by Learning Partner pursuant to this Agreement.

Sage Certified Trainer Policy

- Sage will maintain a schedule of the training conducted by Contractor.
- Contractor undertakes to invoice Sage monthly prior to payments being made at the contractually agreed rate for the year.
- Sage undertakes to pay Contractor on presentation of the invoice.
- If you are registered for VAT, please supply us with a copy of your vat certificate as we are required by law to deduct UIF and PAYE from your invoice.

Contractor Responsibilities and Performance

Contractor undertakes to observe the terms and conditions as set out in this agreement at all times. Contractor further undertakes to use his/her best endeavours at all times to carry out responsibilities as set out in this agreement. Contractors are required to have a Train the Trainer certification or equivalent qualification and attach proof thereof to this signed agreement.

Contractors' performance will be measured according to the Customer satisfaction survey, completed at the end of each event.

A performance rating of >94% is required. This will be communicated to the contractor on a monthly basis. Where a contractor fails to comply, Sage has the right to withhold payment for a specific event.

Annual Contractor's Fee

Please refer to the Sage Authorised Learning Services Exhibit C – Pricing guide.

Ownership, Copyright and Confidentiality

All rights, including copyright, in respect of all documentation, materials and code produced by Sage in pursuance of your duties and functions shall vest in Sage to be retained by Sage. Accordingly, for purposes of this contract, Sage shall be exclusive owner and/or holder of the copyright of all original material (whether written or readable by machine), ideas, concepts, know-how and techniques which may be developed or, which may be in the process of development for exclusive use by Sage.

You shall from time to time receive information, data and products of a confidential nature in rendering your services to Sage in pursuance of this contract. You are instructed to accept such information, data and products in confidence, and accordingly are expressly prohibited from copying, disclosing and/or reproducing such information, data and products without the express written consent of a delegated authority of Sage. You are further required to restrict the use of this information, data and products exclusively to the purposes directed by Sage.

For the purposes of this agreement, “confidential information” shall include but not be limited to:

- Products, new developments, business methods and techniques.
- All manuals, presentations and Sage documentation.
- Identity of clients together with contractual relationships with these clients
- All financial details of relationships with clients and business associates.
- Remuneration details paid to any employees and or contractors.
- Upon termination of this agreement, you are obliged to deliver all documents and other property of Sage which may be in your possession, and you may not retain any copies of such documents and/or make copies of them for your benefit.

Travel and Travel Rates

Contractors must be willing to travel for training purposes.

Cancellation of Training courses

Sage will give contractors at least 2 working days' notice of any course cancellation.

Sage requires at least 2 working days' notice from the contractor if they wish to cancel a scheduled course.

Terms of this agreement

- a. Sage will upskill a contractor, if necessary, taking them through the training program (on-line Academy, classroom training). The contractor will be liable for the cost should they terminate their contract within the first three months from the date of the contract.
- b. Contractors will be required to update their skills with any updated course material before conducting the training for the course.
- c. Contractors are required to own a laptop and to ensure that it is loaded with the latest data files and presentations required for the different training courses that they will be conducting. This may vary depending what management decides.
- d. Contractors are required to uphold the Sage training standards when conducting any training for Sage.
- e. Sage will evaluate contractors at any time to ensure that the Sage training standards are maintained.
- f. Contractors are required to collect training boxes from Sage offices at an agreed time at least 24-hours before any onsite training. Boxes need to be returned as soon as possible or within 2 working days of the close of the course.
- g. Contractors are to ensure that they arrive at least half hour before the start of the course they are conducting.
- h. Trainers are responsible to get registers to Sage within 24-hours. These have to be sent within 24 hours of the training. If this causes a problem – a photo of the register can be sent to the training administrator until the register can be sent.
- i. Contractors are required to inform Sage in writing of any courses completed before the scheduled time.
- j. Contractors are required to let all delegates complete the electronic customer survey.
- k. At the end of each course trained, contractors are required to remove all training material from the training centre.

Addendum

To participate in the Sage Authorized Learning Partner (SALP) Program, you are required to sign the contract:

Members of this tier may supply Sage Learning Services with Sage Certified Instructors and delivery facilities that are certified by Sage to deliver Instructor Led Training (ILT) on a need basis.

Instructors have a mandatory requirement for being certified to be considered in this program.

- Sage reserves the right to, without prior notice, perform site inspections of any Training Centre for compliance. The Training Centre hereby agrees and undertakes to, where required by Sage, grant Sage full access to its Training Centres during normal office hours.
- The Sage Certified Instructor and/or Training Centre shall maintain and keep safe all training records relating to any training for at least one year. On request by Sage, the Training Centre shall make the training records available to Sage or, if not readily available, within 5 (five) business days following request.
- The SALP will generate a minimum training revenue per annum as per below table, failing which Sage reserves the right to cancel this Agreement. Sage will run a quarterly review on below allocated revenue numbers. All suppliers are required to achieve their targets. Should you not achieve your quarterly revenue target leading to your contract being terminated, no sign-up/renewal fees will be refunded.

Tier 1 – Outlying areas (2020)	
Annual Target	R 29 420.00
Manual Discount Structure	> 5 = 25% discount > 10 = 35% discount

Outlying areas are taken from the 4 different Sage Offices within South Africa:

Office	Radius	Address
Midrand Office	> 70 kilometers	6th Floor, Gateway West, 22 Magwa Crescent, Waterfall 5-lr, Midrand
Menlyn Office	> 50 kilometers	Cnr. Aramist Ave & Southern Cross Street, Menlyn Maine
Cape Town Office	> 50 kilometers	3 Edison Way, Century Gate, Century City
Durban Office	> 50 kilometers	23A Flanders Drive, Mount Edgecombe

Tier 2 – Main areas (2020)	
Annual Target	R 58 850.00
Manual Discount Structure	> 5 = 25% discount > 10 = 50% discount

Main area radius is taken from the 4 different Sage Offices within South Africa:

Office	Radius	Address
Midrand Office	< 70 kilometers	6th Floor, Gateway West, 22 Magwa Crescent, Waterfall 5-lr, Midrand
Menlyn Office	< 50 kilometers	Cnr. Aramist Ave & Southern Cross Street, Menlyn Maine
Cape Town Office	< 50 kilometers	3 Edison Way, Century Gate, Century City
Durban Office	< 50 kilometers	23A Flanders Drive, Mount Edgecombe

- No person shall be allowed to facilitate and/or in any form provide training on a Sage product unless meeting the Sage Certified Instructor requirements set out by Sage. The Sage Certified Instructor must attend a refresher course on an annual basis and write an annual certified refresher examination for which a 75% aggregate must be achieved.
- Sage Certified Instructors shall successfully complete the required Sage delivery courses per product as follows:

Sage Pastel Partner	Sage 200 Evolution	Sage Business Cloud Accounting / Payroll	Sage Intelligence	Sage Pastel Payroll & HR	Sage 300 Accounting
Partner PCI M1: Practitioner Partner PCI M2: Installation Technician	Evolution LU1: Practitioner Evolution LU2: Product Consultant Evolution LU4: Maintenance Technician	Sage Business Cloud Accounting Practitioner Sage Business Cloud Payroll Practitioner	Discovering Excel Excel on Steroids Excel on Steroids PLUS Sage Intelligence: Beginner, Intermediate, Financial Report Design and Advanced	Pastel Payroll PCI Module 1,2,3,4	Financials Distribution Navigation Security & Systems Admin
Sage Certified Product Trainer (CPT) course*					

*Please contact your Sage Authorised Learning Partner Manager for more information about the CPT course.

SALP: Initial Sign-up licence fee 2020

	Sign-up fee (incl. VAT)
SALP	R 6 000.00

SALP: Annual Renewal Fees 2020

Annual Renewal Fee per Product per site (incl. VAT)					
Sage Pastel Partner/ Xpress	Sage 200 Evolution	Sage Business Cloud Accounting / Payroll	Sage Pastel Payroll & HR	Sage Intelligence	Sage 300 Accounting
R 5 600	R 5 600	R 1 200	R 5 600	R 5 600	R 5 600

SALP: Reseller

Members of this option may resell Sage Learning Services scheduled offerings covering all modalities to customers.

ILT (Classroom)	Manuals	E-learning	E-books
✓	✓	✓	✓

As a Sage Authorised Learning Partner Reseller, you have the option to resell all modalities and will receive a 30% discount.

Additional Notes

Sage Pastel Payroll & HR – (PCA/PCI) Proctored Examinations

To be certified as a Pastel Certified Administrator or a Pastel Certified Installer is a big achievement. It means that the candidate may sell and install our software. Therefore, Sage has the responsibility to ensure that all exams which result in a certification is the candidates' authentic work. All exams should be delivered in the exact same way, (ATCs are conducting proctored exams) to give all candidates a fair chance. For these reasons it was decided to change the on-line PCA/PCI exam to a proctored exam.

As from **1 January 2019** the following processes will be followed:

- All candidates will write the exam at the training venue where the training was delivered.
- The Sage Delivery team will schedule exam dates, once a month on a Friday, at different branches (JHB, PTA, CPT and DBN). These exams will be invigilated by one of our trainers. SALPs (Delivery Centres) must keep to our exam dates.

- The passing rate for the exam is 75%.
- Exam dates for 2020 will be communicated to you upon request (training.za@sage.com).
- The exam prep webinars will continue as usual.
- Moderation of papers will only be allowed for candidates who scored > 73%.
- The exam commences at 09:00 on the examination dates.
- All delegates will receive a hard copy of the exam paper.
- The delegates have 7 hours to complete the assessment, with 30 minutes lunch break (7.5 hours in total).
- It is an open book assessment.
- The delegates must create a company and do all processing, before they attempt to process their answers on the answer sheet on Sage University.
- Profiles on Sage U would already have been created. In the case where we have delegates arriving without notice, please assist them in creating a profile on Sage University.
- Delegates will receive their certificates. PDF copies will be e-mailed to them.

PLEASE NOTE: All prices are displayed inclusive of VAT and prices are subject to change without prior notification.

SAGE AUTHORISED LEARNING SERVICES EXHIBIT C – PRICING GUIDE 2020

1.1 Pass mark requirements

The required pass mark on all assessments are:

Product	Pass Percentage
All training courses	75%

All the training prices include VAT.

01. PARTNER ACCOUNTING

Partner Certified Administrator (PCA)	Day(s)	Manual Price	RRP
Partner Intermediate	4	R 3 445	R 9 844
Partner Advanced	2	R 1 722	R 4 922
Partner Processing	2	R 1 722	R 4 922

Partner Add-On Modules & Other	Day(s)	Manual Price	RRP
Partner Manufacturing (order on demand)	0.5	R 567	R 1 622
Partner POS (order on demand)	1	R 861	R 2 461
Partner Multi-Currency (order on demand)	0.5	R 567	R 1 622
Partner Receipting (order on demand)	0.5	R 567	R 1 622
Partner Serial Number Tracking (order on demand)	0.5	R 567	R 1 622
Partner Bank Manager (order on demand)	0.5	R 567	R 1 622
Partner Debtors Manager (order on demand)	0.5	R 567	R 1 622
Partner Time & Billing (order on demand)	0.5	R 567	R 1 622
Partner GL Manager (order on demand)	0.5	R 567	R 1 622
Partner Multi-Stores (order on demand)	0.5	R 567	R 1 622
Partner Fixed Assets (order on demand)	1	R 861	R 2 461
Partner Project Tracker (order on demand)	0.5	R 567	R 1 622
Partner Year End (order on demand)	0.5	R 567	R 1 622
Sage Pay (order on demand)	0.5	R 567	R 1 622

Partner Certified Installer (PCI) Training	Days	Manual Price	RRP
Partner PCI M1: Practitioner	5	R 4 306	R 12 305
Partner PCI M2: Installation Technician	2	R 1 722	R 4 922
Partner PCI M3: Product Consultant	5	R 4 306	R 12 305

02. PARTNER PAYROLL

Partner Payroll Certified Administrator (PCA)	Day(s)	Manual Price	RRP
Module 1 – Payroll Admin and Legislation	1	R 861	R 2 461
Module 2 – Principles of Payroll Tax	2	R 1 722	R 4 922
Module 3 – Processing	2	R 1 722	R 4 922
PCA Exam	-	-	R 747.50

03. XPRESS

Xpress Training Courses	Days	Manual Price	RRP
Xpress Practitioner	3	R 2 584	R 7 383

04. SAGE 200 EVOLUTION

Sage 200 Evolution Certified User	Days	Manual Price	RRP
Learning Unit 1: Practitioner	5	R 4 652	R 13 294
Learning Unit 2: Product Consultant	5	R 3 719	R 10 626

Individual Add on Modules for Learning Unit 2	Days	Manual Price	RRP
Annuity Billing (order on demand)	0.5	R 817	R 2 335
Bank Manager (order on demand)	0.5	R 817	R 2 335
Bill of Material (BOM) & Manufacturing (order on demand)	0.5	R 817	R 2 335
Debtors Manager (order on demand)	0.5	R 817	R 2 335
Customer Relations Manager (CRM)	1	R 930	R 2 657
Fixed Assets (order on demand)	2	R 1 860	R 5 313
Job Costing (order on demand)	0.5	R 817	R 2 335
Linked Accounts (order on demand)	0.5	R 817	R 2 335
Lot Tracking (order on demand)	0.5	R 817	R 2 335
Multi-Currency (order on demand)	0.5	R 817	R 2 335
Multi-Warehousing (order on demand)	0.5	R 817	R 2 335
Point of Sale (POS) (order on demand)	0.5	R 817	R 2 335
Pricing Matrix (order on demand)	0.5	R 817	R 2 335
Procurement (order on demand)	1	R 770	R 2 570
Serial Number Tracking (order on demand)	0.5	R 817	R 2 335
Service Management (order on demand)	0.5	R 817	R 2 335
Delivery Management (order on demand)	0.5	R 817	R 2 335
Voucher Management (order on demand)	0.5	R 817	R 2 335

Sage 200 Evolution Certified User	Days	Manual Price	RRP
Learning Unit 4: Maintenance Technician	2	R 2 450	R 6 550

05. SAGE ACCOUNTING

Sage Business Cloud Accounting Training Courses	Days	Manual Price	RRP
Sage Accounting Learning Unit 1: Practitioner	2	R 1 328	R 3 795

06. SAGE PAYROLL

Sage Business Cloud Payroll Training Courses	Days	Manual Price	RRP
Sage Payroll Learning Unit 1: Processing	1	R 749	R 2 140
Sage Payroll Learning Unit 2: Legislation	1	R 987	R 2 820
Sage Payroll Learning Unit 3: Tax	1	R 987	R 2 820

07. SAGE 300 ACCOUNTING

Sage 300 Accounting Training Courses	Days	Manual Price	RRP
Sage 300 Financials	2	R 1 512	R 4 320
Sage 300 Distribution	2	R 1 512	R 4 320
Sage 300 Navigation	2	R 1 512	R 4 320
Sage 300 Security & System Admin	2	R 1 512	R 4 320

08. GENERIC

Generic	Days	Manual Price	RRP
Bookkeeping Fundamentals	2	R 1 722	R 4 922
Certified Product Trainer (TTT)*	3	-	R 7 000

*Only available for SALP's internal staff not for sale to any end users.

09. SAGE INTELLIGENCE

Generic	Days	Manual Price	RRP
Beginner Course	0.5	R 430	R 1 231
Intermediate Course	0.5	R 430	R 1 231
Advanced Course	1	R 861	R 2 461
Pastel Financial Report Design	0.5	R 430	R 1 231
Evolution Financial Report Design	0.5	R 430	R 1 231
Sage 300 Financial Report Design	0.5	R 430	R 1 231
X3 Financial Report Design	0.5	R 430	R 1 231

10. MICROSOFT EXCEL

Generic	Days	Manual Price	RRP
Discovering Excel	1	R 861	R 2 461
Excel On Steroids	2	R 2 274	R 6 498
Excel On Steroids Plus	2	R 2 274	R 6 498

Please note: Prices are subject to change without prior notification.