



Legal Terms and Conditions

LS Version 1.6 (Date: November 2018)

1. This Sage Authorised Learning Partner Program Agreement (this "**Agreement**") sets forth the terms and conditions agreed to between Sage South Africa (Pty) Ltd with registered offices located at **Sage Technology Park, 102 Western Service Rd, Woodmead, Johannesburg, 2191** ("**Sage**") and the individual or entity ("**Partner**") that has applied to partner with Sage as a participant in the Sage Authorised Learning Partner Program (the "**Program**"). The parties to this Agreement are Sage and Partner.
 2. The general terms and conditions governing Partner's participation in the Program are set forth in **Exhibit A ("General Terms and Conditions")**. Particulars of the program, including Program benefits, applicable fees, and Sage's business and operational requirements, are set forth in **Exhibit B ("Program Guide")**. **Exhibit C ("Pricing Guide")** contains particulars regarding Pricing for various options of the programme. All exhibits are attached to and made a part of this Agreement by this reference.
 3. PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS NOT EFFECTIVE UNLESS AND UNTIL PARTNER HAS RECEIVED NOTICE OF ACCEPTANCE INTO THE PROGRAM FROM SAGE. BY SUBMITTING THE PARTNERSHIP APPLICATION, PARTNER CERTIFIES THAT: PARTNER HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT DRAWN UP IN ENGLISH, INCLUDING EACH EXHIBIT; PARTNER IS BECOMING A PARTY TO THIS AGREEMENT AND CONSENTS TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT; ALL INFORMATION IN THE PARTNERSHIP APPLICATION IS COMPLETE, TRUE, ACCURATE AND NOT MISLEADING; AND THE PERSON SUBMITTING THE PARTNERSHIP APPLICATION ON BEHALF OF THE NAMED PARTNER IS DULY AUTHORISED TO BIND PARTNER TO THESE TERMS. IF PARTNER DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, PARTNER IS NOT ELIGIBLE TO PARTICIPATE IN THE PROGRAM.
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Your agreement with us for participation in the Program (defined below) comprises and incorporates (i) these terms and conditions (the “**Terms**”); (ii) the applicable Partner Enrolment Form (defined below); (iii) the Commercial Collateral (defined below); and (iv) any other documents referred to within such documentation and materials (the “**Agreement**”). In the event of any conflict, the Partner Enrolment Form will prevail followed by (i) these Terms; then (ii) the Commercial Collateral; then any other additional documentation referred to within the Agreement.

You accept the Agreement and bind yourself (if you are not joining on behalf of a business) or the business you represent to it (including these Terms) by: (i) clicking through it; checking a box or performing some other positive action to signify your acceptance to them electronically; (ii) signing them or any other document that references them; or (iii) actively participating in the Program (including accessing the Partner Community). Your acceptance onto and continued participation in the Program is conditional upon you accepting and fully complying with the Agreement. If you do not accept these Terms or any other part of the Agreement you are not permitted to participate in the Program.

Your participation in the Program is at all times subject to your compliance with our Partner Code of Conduct, as provided to you as part of the onboarding process.

We may propose amendments to update this Agreement from time to time. Where we do so, we will notify you in writing of such amendments by sending you an email or contacting you using other appropriate means using the contact details that we hold for you. In the event that you do not agree to the amendments we propose, Sage may exercise its right to terminate this Agreement in accordance with clause 7.

An entity may not join and/or participate in the Program, access the Partner Community, nor accept this Agreement if the entity is or becomes (in whole or in part) Sage’s direct competitor (in Sage’s sole opinion), except with Sage’s prior written consent.

Other than where explicitly communicated to you in writing, this Agreement supersedes and replaces any other agreement you may have previously entered into with us or any Sage Affiliate governing

your participation in a Sage partner program prior to the Commencement Date.

The Commercial Collateral including any partner benefits and Criteria described therein, are subject to change at Sage’s sole discretion; provided however that Program Benefits will not be materially decreased, and Criteria for participation shall not be materially increased, for the Partner during any Program Year for which the Partner has paid the applicable Program Fees.

Certain Sage Products and Services ordered under this Agreement may be owned by Sage Affiliates. Accordingly, the relevant Sage Affiliate may fulfil that order and invoice you directly for the Sage Product and Service under the terms of this Agreement as if the Sage Affiliate was an original party to it.

1. Definitions and Interpretation

1.1 The following definitions apply to this Agreement:

“**Affiliate**” any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity;

“**Application**” your request to participate in the Program as further detailed at Clause 2;

“**Brand Guidelines**”: the global brand guidelines as issued by Sage from time to time and made available to you in respect of how partners and other third parties are permitted to use the Sage brand, including but not limited to the Sage Marks;

“**Business Days**”: any day other (i) Friday and Saturday where your Sage Entity is located in Middle East; or (ii) [Saturday and Sunday] where your Sage Entity is located in [Africa], or as otherwise notified to you;

“**Criteria**” the minimum qualification criteria that you are required to obtain and maintain in order to participate in (i) a particular Partner Type and/or (ii) a particular Tier;

“**Commencement Date**”: the date that we notify you that your Application to participate in the Program has been successful;

“**Commercial Collateral**”: the program guide for partners, and any other policies describing the Program, Program

types, Partner Tiers and associated benefits as set forth in this Agreement and accessible via the Partner Community (or any other URL as notified by us from time to time) or any other means we provide this to you as updated from time to time and any other documentation, materials, policies and guidance that we publish from time to time which may describe the Program;

“Control”: direct or indirect ownership or control of more than 50% of the voting interests in the subject entity;

“Customer”: (as applicable) either (i) an end user of a Sage Product and Service or (ii) an end user of a Partner Product and Service;

“Information”: any information which is disclosed pursuant to or in connection with this Agreement (whether orally, in writing and whether or not such information is expressly stated to be confidential) or which otherwise comes into the hands of a party which is either proprietary to a party or would be confidential by operation of law, or which is expressly stated by the disclosing party to be confidential or sensitive information including information which relates to administrative, structural, financial, technical or operational arrangements, data, know-how, intellectual property including software programs (including source, object and assembly code), strategies, lists of customers, suppliers and other contractors, trade secrets, processes, algorithms, research, specifications and any visual images or observations made while on the premises of a party. Information does not include (i) any information which is already in the public domain except as a result of the breach of the terms of this Agreement or (ii) is already in or subsequently comes into a party's possession other than as a result of a breach of the terms of this Agreement or any other obligation of confidentiality owed to a party;

“IPR” or “Intellectual Property Rights”: 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 Type”: the sub-category of the Program that has a particular scope and particular set of benefits together with details of the Criteria you must achieve to be considered eligible to be included within such Partner Type, and as set out in the Partner Enrolment Form and Commercial Collateral as contained in the SALP Program Guide.

“Partner Enrolment Form”: the documentation setting out the specific Partner Type applicable to you together with additional specific terms and pricing applicable to you and agreed to by you;

“Partner Product and Service”: a Partner product and/or service where that product and/or service is integrated with or otherwise intended to work with a Sage Product and Service or compliments a Sage Product and Service;

“Partner Community”: a dedicated instance for our Partner community that we may make available to Partners with varying levels of access based on your assigned Partner Type and Tier at <https://partners.sage.com> (or such other URL that we notify to you and which may be updated from time to time) to facilitate your participation in the Program, including the ability to access online training courses, register referral leads and collaborate with Sage employees and other Sage partners via shared social groups;

“Privacy Notice”: our global privacy Notice available at <http://www.sage.com/company/privacy-policy-and-cookies> (or

such other URL that we notify to you and which may be updated from time to time);

“Program”: the Sage Partner Program (participation being subject to the Agreement) as described in these Terms, the Partner Enrolment Form, Commercial Collateral and other material or documentation we issue from time to time, and which set out the rights and obligations of each Partner under the Program;

“Program Fees” those fees we may charge to Partners for participation in the Program for the Program Year and as specifically set out in the Commercial Collateral;

“Program Year”: the relevant annual term of the Program starting on 1 October and ending on 30 September;

“Sage Entity” the Sage company which operates in your Location as set out at Schedule 1;

“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 Marketplace”: our online directory of certain systems integrator and consulting partner services and applications. Among other things, the Sage Marketplace may allow a Partner to list its applications and allow users to review, test- drive and/or install applications;

“Sage Product and Service”: those Sage products and services as agreed between the parties from time to time;

“we” “us” “our” “Sage” the Sage Entity relevant to your Location as set out at Schedule 1;

“you” “your” “Partner”: the party accepted and approved by us to participate in the Program;

“Authorized Region” means the geographic area(s), as agreed upon in writing by the Sage Program Learning Services Manager and Learning Partner in the Partner Business Plan, wherein the Learning Partner is authorized to announce and deliver public open enrolment ILT Offerings. Sage's AME Regions are East Africa, SADC, West Africa, South African and Middle East Markets, as defined on the Sage.com website. If Learning Partner is authorized to operate within the Region, the Learning Partner will be limited to the Regions expressly agreed upon in writing by Learning Partner and the Sage Learning Services Manager.

“Certified Sage Facilitator”; **“Sage Certified Instructor or” “Facilitator”** means an individual who has been certified by Sage as an instructor, remains in good standing, and is currently contracted via a SALP-S or SALP-DC agreement and is in good standing.

“Sage Content” means (a) materials provided by Sage, directly or indirectly, to Learning Partner for delivery of Sage Standard Courses, including but not limited to software, CD-ROMs, training manuals, guides, books and materials; (b) other materials provided by Sage, directly or indirectly, to Learning Partner to provide Sage related training; (c) certain Sage Marks (defined below); and (d) the visual appearance and “look and feel” of displays, animation, menus, layouts, user interfaces, graphics and other copyrightable elements contained in the Sage Products.

“Sage Derived Course” means any work or course created by Learning 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.

“Sage Authorized Learning Partner” (“SALP”) means any Party (other than Sage) to a then-current, valid SALP Agreement. The SALP must meet the criteria established

by Sage for the Learning Partner Program as set forth in the SALP Program Requirements and remain in good standing under the SALP Program Requirements for the term of the Agreement. If, at any time during the term of the Agreement Learning Partner fails to meet the obligations set forth in the SALP Program Requirements, Learning Partner will immediately notify Sage in writing, and may, at Sage's sole discretion, be suspended from the program. A SALP is authorized by Sage to offer official technical, product and/or solutions training using SAGE UNIVERSITIES in the Authorized delivery Centre or Region.

Sage Licensed Property means Sage's Intellectual Property which includes, but is not limited to, any Intellectual Property Rights, any Sage Products, visual depictions of Sage Products, Sage Marks, methodology, know-how, copyright, and any visual depictions of the user interfaces to any Sage Products.

Sage Products means Sage hardware, software, firmware, IPR, or any combination thereof (including without limitation routers, switches and the Internetworking Operating System software).

Sage Standard Course means any course pertaining to Sage Products taught in a format and using the materials specified by Sage.

Sage Student means a student enrolled in a Training Course, as defined below.

Confidential Information refers to: (i) trade secrets, know how, inventions, research, techniques, processes, programs, schematics, source documents, Software, and data owned by each Party; (ii) the Sage Content and Program pricing information; (iii) the business or technical information of either Party, including but not limited to any information relating to product plans, business plans, designs, costs, product prices and names, finances, marketing plans, customer lists, and business opportunities; (iv) any information designated in writing by either Party as "confidential" or "proprietary;" (v) any information which, under the circumstances taken as a whole would reasonably be understood to be confidential; and (vi) the terms and conditions (but not the existence) of this Agreement.

Derivative Work means any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of Sage SALP Agreement - SAGE CONFIDENTIAL

Authorship. For the purposes of this Agreement, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works.

E-Learning Offering means a Training Course designed to be delivered over the Internet other than as defined in ILT Offering. For purposes of qualification for the curriculum requirement, the only e-learning which will be applicable will be that which is both synchronous and delivered by a SAGE UNIVERSITY. VODs, books, AODs, or other training materials will not be counted.

ILT Offering means an Instructor-led Training Course delivered by a SAGE UNIVERSITY in a physical, virtual or simulated classroom environment.

Intellectual Property means any intangible asset that consists of human knowledge and ideas. Some examples are patents, copyrights, trademarks and software.

Intellectual Property Rights means, collectively, all of the following worldwide intangible legal rights, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: patents, patent applications and disclosures, copyrights, trade secrets, moral rights, mask work

rights, know-how, trademarks, trade names, service marks, service names, logos or trade dress and all other proprietary or intangible rights.

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.

Partner obligations means the Learning Partner Program obligations, which are contained in the Program Guide as Exhibit B.

Lab means the use of Sage Products as a practical aid to the learning experience that results in the Sage Student handling, configuring, programming, or otherwise manipulating Sage Product in a physical, remote or simulated environment as part of, or separate from, the Training Course.

Learning Services (LS) means services provided by Learning Partner to support Learning Offerings as set forth in the Learning Partner Program Requirements.

Partner Developed Course means any course (other than a Sage Standard Course, a Sage Customized Course or a Sage Derived Course) that is or has been created or developed by or for Learning Partner, other than pursuant to the terms of this Agreement.

Partner Fees means the fees to be paid to Sage by Learning Partner in accordance with this Agreement, as set forth in Exhibit C.

Partner Program means any program that Sage makes available to the SALP and/or Sage Student

Sage University means the Sage E-Learning Connection, a web based LMS site maintained by Sage on which Sage offers learning services and products.

Site shall mean a physical location designated by the Sage Learning Solutions Partner and agreed to by Sage where the services are to be performed. SALP-DC must have a physical, non-residential office where customer facing meetings will be conducted, which is where they handle the day to day operations of their business. A physical, non-residential location must be recorded in the Sage Learning Solutions Partner contract as the Learning Partner's primary place of business.

Software means any software and all related documentation provided by Sage for delivery of Training Courses or Sage Content under this Agreement.

Training Course means a Sage standard course, a Sage customized course or a Sage Derived Course.

Training Materials means all materials containing Sage Content provided by Sage to Learning Partner or approved via the derivative work approval process, for delivery of a Training Course.

- 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. The headings in this Agreement are for convenience only and do not affect its construction or interpretation.

2. Participation in the Program

- 2.1. To apply to become a Partner you must submit to us a

completed Application”) in accordance with the Sage Learning Partner Program Guide, requesting to enrol you as a Partner, together with all additional requested supporting information including documentation to assist with our due diligence. The Application may require you as a prospective Partner to indicate the desired Partner Type and Tier but any decision on Partner Type and/or Tier is at our sole discretion.

- 2.2. Our acceptance of your Application to join the Program may be subject to any restrictions or conditions that we consider appropriate including but not limited to any due diligence checks that we consider appropriate. Our acceptance of you as a partner is at our sole discretion.
- 2.3. From the Commencement Date, you will be appointed as a non-exclusive Partner of Sage and enrolled on to the Program, unless the Agreement is terminated in accordance with Clause 7.
- 2.4. Where the applicable Partner Type contains Tiers or other qualifying participation Criteria, we will notify you which Tier or other qualifying criteria apply to you.
- 2.5. Where your enrolment to the Program requires you to maintain any Sage or other third-party accreditations or certifications, then you undertake to maintain such accreditation and/or certification whilst you participate in this Program. You will inform us immediately should you cease to hold any applicable Sage or third-party accreditations and/or certifications.
- 2.6. In the event that you fail to maintain any Sage or other third party accreditation and/or certification as set out at Clause 2.5, we reserve the right to take such reasonable steps which may include (i) preventing the on boarding of new Customers by you in respect of Sage Products and Services, (ii) ceasing payment of any payments (including commissions) due to you and/or (iii) terminate this Agreement upon notice with immediate effect.
- 2.7. Once your Application has been accepted, we will provide you with credentials and access rights to enable you to access the Partner Community. You must maintain your user credentials (including usernames and passwords) in confidence and you remain fully responsible for all use of and access to the Partner Community using your credentials.
- 2.8. Participation in the Program for the Program Year may be subject to Program Fees as detailed further in clause 4 and the Commercial Collateral.
- 2.9. Any Affiliate of a Partner that desires to be included as a member of the Program must complete its own Application for membership as a Partner and separately agree to the Agreement unless otherwise agreed by Sage in writing.
- 2.10. Certain Program Types and Tiers may entitle a Partner to the Sage Marketplace benefit, which allows the marketing of Partner’s products and services on the Sage Marketplace. In addition to the terms of this Agreement, a Partner’s use of the Sage Marketplace may be subject to further terms and conditions as provided by Sage to the Partner from time to time.
- 2.11. If accepted, Partner will be responsible for all of Partner’s expenses incurred in connection with Partner’s participation in the Program.

3. Partner Types

- 3.1. From time to time we may modify the content of the Commercial Collateral including any Criteria and benefits associated with your Partner Type and/or Tier to ensure that the Program remains current and reflects our business requirements. When exercising our rights under this condition we will act fairly.
- 3.5. You are responsible for reviewing the Commercial Collateral and any other program guides regularly to determine the Commercial Collateral in effect when you undertake an action intended to benefit from anything described within the Commercial Collateral.

4. Program Fees and payment terms

- 4.1. Participation in the Program, including participation in certain Partner Categories or allocation to certain Tiers, may be subject to Fees per Program Year as described in the Commercial Collateral or as otherwise communicated to you prior to your enrolment on the Program. Your continued participation in the Program is at all times subject to your timely payment of any applicable Fees for your assigned Partner Type and/or Tier. Additional fees may be payable in respect of training, certification and other benefits you receive from us as agreed by you and as detailed in additional documentation.
- 4.2. Unless otherwise stated in the Partner Enrolment Form or Commercial Collateral, Fees associated with the Program are payable within 30 days of the date of the invoice and are due annually in respect of each annual renewal of the Program Year. Fees are subject to change at our discretion but will be communicated to you in advance of each Program Year. Such changes will not apply retrospectively to increase the amount paid for the remainder of the Program Year for the same Partner Type and/or Tier. Payment obligations are non-cancellable, and Fees paid are non-refundable unless provided otherwise in the Agreement.
- 4.3. Our Fees do not include any taxes, duties or similar governmental assessments of any nature, including, for example, VAT, GST, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). You are responsible for paying all Taxes that may be associated with the Fees payable under this Agreement.
- 4.4. From time to time, we may offer you promotions, trials and/or discounts in respect of your participation in the Program and full details of the terms applicable will be set out in additional documentation we provide to you. At the end of any promotion, trial or discount period, you will automatically be charged our standard list pricing (unless we inform you otherwise).
- 4.5. We may amend the prices and payment terms (including individual credit terms) in respect of any Sage Product or Service from time to time in our absolute discretion. We will take reasonable steps to notify you in advance of any price increases or changes to credit terms.
- 4.6. Sage Price Governance Compliance:
 - 4.6.1 Unless otherwise stated or agreed you agree to abide by the standard price lists of Sage’s products and that a maximum discount of 20% can be issued to Customers/End- Users with the approval of Sage. The maximum discount considered will exclude the inherent level of volume discounts built into the price configurator.
 - 4.6.2 Unless otherwise stated or agreed, any amounts due by you to Sage are due and payable in full within 30 days of date of invoice to You. This will include all amounts due to Sage in relation to Sales of Software, Renewals and Project Fees and will be notwithstanding the credit and payment terms You may agree with the Customers/End-Users. To this end You undertake to perform credit validation checks on Customers/End-Users at your own cost.
 - 4.6.3 Any exceptions to the standard price lists, maximum discounts and credit terms will require the approval of Sage’s Local Price Governance Committee.
- 4.7. While you understand that we have other rights and remedies, you agree that if any payment due to us is paid after the due date, we may charge you interest at a rate of 2% per annum above Lloyd’s Bank’s base rate from time to time, from the due date until the date of actual payment, and interest shall accrue before as well as after judgement and any part payment. You agree to reimburse us for any costs (including our own- and third-party costs as invoiced by the relevant third-party provider) we incur in recovering

outstanding sums due to us from you.

5. Technical Support

- 5.1. As a participant in the Program, you may be eligible to receive certain technical support offerings as described in the Partner Enrolment Form or Commercial Collateral. Such technical support offerings are provided under our technical support policies in effect at the time the service is provided together with any other information we may provide to you (and which may be either in printed or electronic form including by reference to any customer services handbooks, support guides and any URL which we may notify to you from time to time). For the purposes of this Agreement, technical support does not include support for third party programs or services. Sage's technical support policies are subject to change at our discretion.

6. Your obligations

- 6.1. You agree to actively participate in the Program and perform your obligations, including any set out in the Partner Enrolment Form, promptly, diligently and in accordance with the standard to be reasonably expected of an appropriately qualified Partner operating in your market. If a revenue target is specified in the Commercial Collateral or other documentation agreed between you and Sage, you agree to use all reasonable endeavours to achieve that revenue target, which both of us shall act reasonably in agreeing. If you fail to meet any revenue target, we reserve the right to take further steps in our sole discretion including but not limited to reassigning your Tier.
- 6.2. You must notify us in advance if you plan to use any third-party subcontractor, consultant, agent or other intermediary to assist you in selling the Sage Products and Services under this Agreement. We may accept or reject any proposed third party at our discretion.
- 6.3. You warrant that whilst you participate in the Program you will:
 - 6.3.1. perform your obligations under the Agreement in compliance with all applicable laws, rules, regulations and codes of practice and not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that may otherwise be detrimental;
 - 6.3.2. not participate in any practices which may be detrimental to the Sage Products and Services, us or our business and reputation (or of any of our Affiliates);
 - 6.3.3. not act nor hold yourself out as our agent nor make any promises or representations or enter contracts on our behalf in respect of the Sage Products and Services;
 - 6.3.5 where you make a referral to Sage, make it clear to any prospective Customer that they are entering into a contract with Sage and not you and that you are not our agent in respect of the Sage Product and Services;
 - 6.3.6. discharge your obligations under this Agreement using personnel of required skill, experience and qualifications and with all due skill, care and diligence including in accordance with good industry practice; and
 - 6.3.7. only use the Sage Marks and brand as permitted under the Agreement and in accordance with our Brand Guidelines.
 - 6.3.8. You acknowledge that we may contact Customers (being our customers as well as yours) for our own business purposes and that such contact will not result in us being in breach of this Agreement.

7. Duration and Termination

- 7.1. This Agreement covers your participation in the Program and will commence on the Commencement

Date and, subject to earlier termination in accordance with the Agreement, shall continue until terminated by either party in accordance with this Agreement. During the first quarter of each Program Year, Sage will evaluate Partner's then-current qualifications and Criteria to continue to meet its applicable Partner Tier. To the extent that Sage revises the Partner's assigned Partner Type and Partner Tier for the new Program Year, in the event that the Partner does not agree to such amendment, the Partner is entitled to terminate this Agreement immediately by providing notice to Sage.

- 7.2. Without prejudice to any rights that have accrued under the Agreement or any other rights or remedies, we may terminate this Agreement and your participation in the Program without cause upon providing not less than 90 days' notice to you. If we terminate in accordance with this clause, Sage will offer you a pro-rated refund of any prepaid Program Fees.
- 7.3. Without prejudice to any rights that have accrued under the Agreement or any other rights or remedies, you may terminate this Agreement and your participation in the Program without cause upon providing not less than 90 days' notice to us. In the event that you terminate this Agreement in accordance with this Clause, you are not entitled to a refund of any Program Fees and any Program Fees due shall become immediately payable.
- 7.4. Without prejudice to any rights that have accrued under the Agreement or any other rights or remedies, either party may terminate this Agreement and ultimately your right to participate in the Program immediately on written notice to the other:
 - 7.4.1. if the other party (the "**Defaulting Party**") commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of fifteen (15) Business Days after being notified by the other party to do so; or
 - 7.4.2. if the Defaulting Party repeatedly breaches any of the Agreement in such a manner as to reasonably justify the opinion that the Defaulting Party's conduct is inconsistent with the intention or ability to give effect to this Agreement; or
 - 7.4.3. if the Defaulting Party becomes the subject of a petition in bankruptcy or other proceedings relating to insolvency or makes an assignment for the benefit of creditors; or
 - 7.4.4. if the Defaulting Party suspends or ceases, or threatens to suspend or cease, to trade; or
 - 7.4.5 if there is a change of Control.
- 7.5. If any additional circumstances permitting either of us to terminate the Agreement are described in the Partner Enrolment Form or Commercial Collateral, either of us may terminate the Agreement in the manner described in such documentation.

8. Effect of termination

- 8.1. Where the Agreement and your participation in the Program is terminated, you will:
 - 8.1.1. cease to be a Partner under the Program and no longer be entitled to receive any benefits associated with it including use of the Sage brand, Sage Marks and other Sage IPR;
 - 8.1.2. immediately cease promoting, using the Sage Products and Services, describing or holding yourself out as connected with us; discontinue the use of, uninstall and return to us (as applicable) all Sage Product and Services (other than those for which you have separately paid a license fee for your own use and not for use by you in your capacity as a partner under this Agreement);
 - 8.1.3. within 15 days, notify all your relevant Customers that this partner agreement has ended. Sage reserves

the right to contact such customers in the event that Partner fails to do so;

- 8.1.5 all payments owed to us shall immediately become due and payable;
 - 8.1.6. destroy and/or return to us (at our election) all of our materials and other documentation which you obtained in relation to or as a result of your participation in the Program.
- 8.2. Termination of the Agreement will not affect any accrued rights or liabilities of either party or the coming into force or continuance in force of any provision of the Agreement which is expressly or by implication intended to come into force or continue in force on or after termination. You may be subject to additional obligations upon termination as set out in your Partner Enrolment Form and/or the Commercial Collateral.

9. Liability

- 9.1. Nothing in the Agreement limits or excludes a party's liability for (i) death or personal injury resulting from its own or its employees' negligence; or (ii) any damage or liability incurred by a party as a result of the other party's fraud or fraudulent misrepresentation or (iii) for any other liability that cannot be excluded or limited by applicable law.
- 9.2. Subject to clause 9.1 neither party will be liable for:
 - 9.2.1. loss of profits;
 - 9.2.2. loss of business;
 - 9.2.3. depletion of goodwill and / or similar losses;
 - 9.2.4. loss of anticipated savings;
 - 9.2.5. loss of goods;
 - 9.2.6. loss of contract;
 - 9.2.7. loss or corruption of data or information, in each case whether direct or indirect or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, arising from breach of this Agreement or any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Program.
- 9.3. Subject to clauses 9.1, 9.2 and 9.4, Sage's total liability to you under or in connection with the Agreement arising from tortious act or omission including negligence, breach of contract or statutory duty, and any other liability, shall not exceed the total amount of Program Fees paid by you during the Program Year in accordance with the Agreement in the 12 months preceding the date on which the liability arose.
- 9.4. Nothing in this clause 9 will apply to the indemnities in clauses 10.6 and 13.2.
- 9.5. For the avoidance of doubt, you acknowledge that we will have no liability to you in any circumstances where a potential Customer does not purchase Products from us.

10. Intellectual Property Rights

- 10.1. We (or our licensors) or our Affiliates (as applicable) own and will continue to own our IPR, including without limit the Sage Marks, and other than as expressly permitted under the Agreement, you will not acquire any rights thereto.
- 10.2. During your participation in the Program, where applicable to your assigned Partner Type or Tier, we grant you a non-exclusive, non-transferable, limited license to use the relevant Sage Marks solely for the purpose of promoting the Sage Products and Services in accordance with the Agreement,
- 10.3. the Brand Guidelines and as otherwise prescribed by us from time to time. If requested by us, you will submit any promotional, marketing or other materials used in relation to such products and services to us for approval prior to using them. In the event that we determine, in our sole discretion, that your use of the Sage Marks does not comply with this Agreement and/or the Brand Guidelines, you shall promptly modify or discontinue your use as directed by us. Partner may allow third parties to use the

Sage Marks solely for the purpose of promoting the Sage Product and Services on behalf of the Partner, provided that Partner ensures that all such use is in accordance with this Agreement. Partner agrees to be responsible for any misuse of the Sage Marks by Partner or a third party acting on its behalf.

- 10.4. You agree not to use any Sage Marks as part of your corporate or business name and always to display your corporate or business name and the relevant Sage Marks in accordance with our guidance.
- 10.5. You agree not to use, create or register (or attempt to register) any trade mark or domain name which incorporates any Sage Mark or any similar mark, logo, words, device or any other branding, without our prior written consent.
- 10.6. During your participation in the Program you grant to us a non-exclusive, royalty-free, worldwide, sub-licensable license to use your IPR (including your trademarks) in relation to the promotion of the Partner Products and Services and/or Sage Products and Services and/or the Program or the administration of any contract referral from you in respect of any prospective customer (if applicable), subject to our compliance with your guidance (as notified by you to us) in relation to use of those IPR from time to time.
- 10.7. Each party warrants to the other that its respective IPR will not infringe any IPR of a third party. As a sole remedy for breach of this warranty, each party indemnifies (the "indemnifying party") the other party (the "indemnified party") and holds it harmless from and against all losses, damages, liabilities, expenses and costs (including reasonable legal costs) which the indemnified party may incur or suffer as a result of a breach by the indemnifying party of the warranty it gives under this clause 10.6 or of any dispute or contractual, tortious or other claims or proceedings brought against the indemnified party (as applicable) in any jurisdiction by a third party alleging infringement of such third party's IPR by reason of the indemnified party's (as applicable) use or exploitation of the indemnifying party's (as applicable) IPR; provided that the Indemnified Party (i) promptly gives written notice of the claim to the Indemnifying party; (ii) gives sole control of the defence and settlement of the claim to the Indemnifying Party (provided that the Indemnifying Party shall not settle or defend any claim unless it unconditionally releases the Indemnified Party of all liability); and (iii) provide to the Indemnifying Party, at the Indemnifying Party's cost, all reasonable assistance.
- 10.8. You grant Sage a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Sage Products and Services and/or Program, any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the operation of the Sage Product and Services or the Program.
- 10.9. During Partner's participation in the Program, where applicable in Sage's sole determination, Sage grants Partner a non-exclusive, non-transferable, limited license to use the relevant Sage Marks solely for the purpose of promoting Sage Products and services and Partner's services under the Program in accordance with the Agreement, the Brand Guidelines as otherwise prescribed by Sage from time to time. If requested by Sage, Partner will submit any promotional, marketing or other materials used in relation to such products and services to Sage for approval prior to using them. In the event that Sage determines, in Sage's sole discretion, that Partner's use of the Sage Marks does not comply with this Agreement and/or the Brand Guidelines, Partner shall promptly modify or discontinue Partner's use as directed by Sage. Partner may allow third parties to use the Sage Marks solely for the purpose of promoting the Sage Product and Services on behalf of the Partner, provided that Partner ensures that all such use is in accordance with this Agreement. Partner agrees to be responsible for any misuse of the Sage Marks by Partner or a third party acting on its behalf. Partner's license to use Sage Marks under this Agreement is expressly conditioned on Partner's continued good standing under the Program, and Partner's use of Sage Marks must be in strict accordance with Sage's trademark usage guidelines,

including Sage's Brand Guidelines as amended by Sage from time to time in Sage's sole discretion.

10.10. Further to the foregoing, Partner may be authorised to place links to Sage's website(s), available through the Program, from Partner's world wide web site ("Partner's Site"). If so authorised, Sage will provide Partner with guidelines and graphical artwork to use in connection with linking to Sage's website(s), and Partner may select or remove such links, subject to the terms of this Agreement. Partner will properly code all links to Sage's websites in the manner specified by Sage, comply with terms governing the use of Sage Marks set forth in Section 3 of this Agreement and will cooperate with Sage in establishing and maintaining such links. Partner is also responsible for removing and/or informing Sage of potential stale links. Sage may reject Partner's Partnership Application or terminate Partner's right to link to Sage's sites, at Sage's sole discretion for any reason, including, but not limited to, a determination that Partner's Site: is unsuitable for or incompatible with the Program; incorporates images or content that are in any way unlawful, offensive, profane, harmful, threatening, defamatory, obscene, harassing or racially, ethically or otherwise objectionable; facilitates illegal activity, promotes or depicts sexually explicit images, obscene or pornographic images; promotes or depicts violence; promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; incorporates any materials that infringe or assist others to infringe on any copyright, trademark or other intellectual property rights; or contains or promotes politically sensitive or controversial issues (collectively "Restricted Content"). Partner shall not permit any Restricted Content to be incorporated on Partner's Site, and Sage also reserves the right to terminate this Agreement if any Restricted Content is incorporated on Partner's Site after acceptance of Partner's Partnership Application and the commencement of the term of this Agreement.

11. Data Protection

- 11.1. Where applicable if any data exchanged between parties would be classified as personal data or sensitive personal data as such terms are defined in Directive 95/46/EC of the European Parliament (the "Directive") the parties agree that the recipient of the personal data ("**Recipient**") will process such data in accordance with the provisions of the Directive and other applicable data laws (together "Data Legislation").
- 11.2. Notwithstanding clause 11.1, if the Recipient would be classified as a data processor under the relevant Data Legislation and the party disclosing the data classified as a data controller, the Recipient agrees to:
- 11.2.1. maintain technical and organisational security measures sufficient to comply with at least the obligations imposed on the data controller by the relevant Data Legislation; and
- 11.2.2. act only on instructions from the controller in respect of such personal data and to process it only for the purpose of performing its obligations under the Agreement, and to allow the data controller to audit the data processor's compliance with the requirements of the relevant Data Legislation on reasonable written notice at reasonable intervals or to provide the data controller with sufficient evidence of its compliance.
- 11.3. As the data provider in respect of any referrals you provide to us (if applicable), you warrant that you have provided all appropriate notices to the data subjects and have obtained all the appropriate consents to transfer the data to Sage and allow its processing according to the terms of the Agreement.
- 11.4. Your participation in the Program will serve as an opt-in to receive Sage communications including marketing communications. You will be presumed to have provided appropriate notices and have obtained appropriate consents, if required, from persons who are signed up to the Program

on your behalf. You may elect to opt-out from receiving Sage's marketing materials at any time by contacting us as set out in our Privacy Notice.

12. Confidentiality and Publicity

- 12.1. As used in this Agreement, "Confidential Information" means any and all trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, hardware, schematics, software source documents and any other information marked as confidential or that Partner should reasonably have known to be confidential that is made available to Partner by Sage, in its sole discretion, in connection with the Program. Partner shall not make use of, disseminate, or in any way disclose Sage's Confidential Information, except to the extent necessary for Partner's performance under this Agreement and any other purpose Sage may hereafter authorise in writing.
- 12.2. Partner shall treat Sage's Confidential Information with the same degree of care as it accords to its own confidential information but in no event with less than reasonable care.
- 12.3. Partner may disclose Sage's Confidential Information only to those of its employees and consultants who need to know such information and who have previously agreed in writing to be bound by terms and conditions at least as protective of Sage's Confidential Information as are the terms and conditions of this Agreement.
- 12.4. Partner's obligations under this Agreement with respect to a portion of Sage's Confidential Information shall cease when (but only to the extent that) Partner can document with clear and convincing evidence that: (a) it is or becomes generally available to the public through no fault or breach of Partner; (b) it was in Partner's possession free of any obligation of confidence at the time it was communicated to Partner by Sage; (c) it was rightfully in Partner's possession free of any obligation of confidence subsequent to the time it was communicated to Partner by Sage; (d) it was developed by employees, agents, or consultants of Partner independently of and without reference to any information communicated to Partner by Sage; or (e) it is required to be disclosed by any applicable law, regulation, regulatory authority or court of law. **NOTHING IN THIS SECTION 12 WILL EXTEND OR VARY THE TERMS OF ANY SOFTWARE LICENSE GRANTED TO PARTNER BY SAGE.**
- 12.5. Each party agrees to treat the other's Information as confidential and will not at any time copy, use or disclose to any person the other's Information, except as permitted by this Agreement.
- 12.6. Either party may disclose the other's Information:
- 12.6.1. to that party's employees, officers, representatives or advisers (as applicable) who need to know such information for the purposes of carrying out their respective obligations under this Agreement. Both parties will ensure that their respective employees, officers, representatives or advisers to whom the Information is disclosed comply with this clause 12;
- 12.6.2. as may be required by law, court order or any governmental or regulatory authority.
- 12.7. Sage may disclose your Information to its Affiliates and its Affiliate's employees, officers, representatives and advisors for the purposes of carrying out its obligations under this Agreement.
- 12.4 Neither party will use the other's Information for any purpose other than to perform its respective obligations under the Agreement.
- 12.5. You undertake not to (except as may be required by law or in order to instruct professional advisers in connection with this Agreement) disclose or permit disclosure of any details of the Program or the Agreement to the news, media or any third party, except this does not prevent you from promoting the

Products/Services in accordance with this Agreement.

13. Anti-Bribery and Corruption and sanctions

- 13.1. You will and will ensure that persons associated with you:
- 13.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the “**Relevant Requirements**”);
 - 13.1.2. not engage in any activity, practice or conduct which would constitute an offence of any of the Relevant Requirements; not do, or omit to do, any act that may lead us to be in breach of any of the Relevant Requirements;
 - 13.1.3. promptly report to us any request or demand for any undue financial or other advantage received by you in connection with your participation in the Program;
 - 13.1.4. have and maintain in place throughout your participation in the Program your own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
 - 13.1.5. if requested, provide us with reasonable assistance, to enable us to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements.
- 13.2. You now indemnify us against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, us as a result of your breach of this clause 13.
- 13.3. You will promptly notify us if, at any time whilst you participate in our Program if your circumstances, knowledge or awareness changes such that you would not be able to repeat the warranties set out in clause 13.1 at the relevant time.
- 13.4. You shall ensure that any person associated with you who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this Clause 13.
- 13.5. You shall, at all times during the Term, conduct your business and comply with all sanction laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC).
- 13.6. In the event that you are permitted to appoint resellers, agents, or other sub-channel partners to deal with Sage Products and Services, you agree that you shall require all such parties to enter into an agreement requiring them to comply with the obligations set out in this clause 13.
- 13.7. In the event that you become aware of you or any of your affiliates, resellers, agents or other sub-channel partners breaching the obligations under this clause 13, you shall notify Sage immediately and provide all relevant information to Sage to allow Sage to take any and all actions as it deems appropriate including but not limited to refusing to allow the relevant party to deal with Sage Products and Services.
- 13.8. Breach of this clause 13 shall be deemed a material breach under clause 7.4.1.

14. Dispute resolution

- 14.1. If a dispute arises between the parties in relation to any matter which cannot be resolved by local operational management within ten (10) Business Days, either party may refer the matter to the other’s senior representatives with authority to settle the dispute. Those senior representatives will meet in good faith and attempt to resolve the matter within a further ten (10) Business Days at a time and location agreed between the parties, or failing agreement, at a time and location nominated by us (acting reasonably).
- 14.2. Neither party will be prevented from, or delayed in, seeking

orders for specific performance or injunctive relief or otherwise commencing legal proceedings as a result of the terms of this clause 14.

15. Non-Solicitation

- 15.1. Should any Partner employ an existing staff member or any ex-staff member of Sage within 6 months of the ex-staff member leaving Sage the Partner will be subject to a 20% placement fee calculated on the staff/ex staff member’s annual salary package as it was at the time the staff member was last paid by Sage.

16. Company Mergers and Sale of business

- 16.1. Should two Partners wish to merge (“New Merged Entity”), Sage will require the necessary legal proof to provide confirmation that the new merged entity is of a legal nature and not simply a matter of restructuring a relationship between different parties.
- 16.2. Customers will not be transferred from one Partner to another unless proof is provided that the entire company, which includes customers & assets, are legally owned by the new merged entity.
- 16.3. Sage reserves the right not to transfer any customers until one year of new merged entity has transpired and the onus is on the new merged entity to provide us with instructions to transfer customers after this period has expired.
- 16.4. The rights and obligation of this Agreement cannot be sold or transferred. Should you purchase a company who is an existing Partner, a new enrolment form for the business you have purchased will need to be completed. Should a Partner sell their business, the new owner of the business will need to apply for membership in his own right and meet the necessary criteria to become a Partner.
- 16.5. Sage will not accept instructions to transfer customers from one Partner account to another, unless customers have provided the instruction directly to Sage, and the conditions of linkages referred to in the Commercial Collateral has been followed.

17. General terms

- 17.1. Any notice to be given pursuant to this Agreement will be in writing and will be given by delivering the notice by hand, or by sending it by prepaid first-class post or internationally recognised carrier to, the address of the relevant party set out in the Partner Enrolment Form, or such other address as that party notifies to the other from time to time. Any notice given in this way will be deemed to have been given at the time of delivery (if delivered by hand) and two working days following postage (if sent by post). For us, notices should be sent to the Sage Entity at the address set out at Schedule 1. For the avoidance of doubt, notice may be given by email unless otherwise stated.
- 17.2. Your membership to the Program is personal to you or your company (as the case may be) and you may not assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) your membership to the Program without our prior written consent. This means for example, that if you sell assets of your business, you cannot automatically transfer your Program membership to the buyer. We may assign or otherwise deal with our rights and obligations under this Agreement at any time.
- 17.3. This Agreement constitutes the entire understanding between the parties with respect to their subject matter and supersede 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 Agreement which are not set out expressly in it, except this does not exclude your or our liability for fraud.
- 17.4. If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, 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.
- 17.5. Each party is an independent contractor and neither party will represent itself (as applicable) as agent, servant, franchisee, joint venture or legal partner of the other.
- 17.6. If circumstances beyond a party's reasonable control arise, for example, fire, war, Acts of God, industrial disputes, neither we nor you will be liable for failing to meet that party's respective responsibilities in this Agreement because of those circumstances, for as long as those circumstances continue.
- 17.7. If a party fails to, or delays in, exercising any rights under this Agreement, that will not mean that those rights cannot be exercised in the future.
- 17.8. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce any terms of this Agreement.
- 17.9. This Agreement is drafted in the English language. If this Agreement is translated into any other language, the local law language of the court of jurisdiction as set out at schedule 1 shall prevail followed by the English language.
- 17.10. This Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with your principal place of business and the laws of the country as set out in the table at Schedule 1.
- 17.11. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and State (as applicable) set out in the table at Schedule 1 over any claim or matter arising out of or in connection with this Agreement or the legal relationships established by it.
- 17.12. Sage reserves the right to, at any time and without notice to you, set off any liability of you to Sage against any liability of Sage to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, Sage may convert either liability at a market rate of exchange for the purpose of set off. Any exercise by Sage of its rights under this clause 15.12 shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 17.13. Attorneys' Fees. If an action is commenced to enforce either party's rights under this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and attorneys' fees.
- 17.14. Governing Law. This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 17.15. Forum. The Parties hereby consent and submit to the exclusive jurisdiction of the South Gauteng High Court of the Republic of South Africa in any dispute arising from or in connection with this Agreement.
- 17.16. Severability. If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, Sage and Partner will treat the relevant part of the wording as if it is deleted.
- 17.17. Notice. Any notice to be given pursuant to this Agreement will be in writing and will be given by delivering the notice by hand, or by sending it by prepaid first-class post or internationally recognised carrier to, the address of the relevant party set out in the Partner Application, or such other address as that party notifies to the other from time to time. Any notice given in this way will be deemed to have been given at the time of delivery (if delivered by hand) and two working days following postage (if sent by post). For Sage, notices should be sent to the Sage Entity at the address listed in Paragraph 1 above. For the avoidance of doubt, notice may be given by email unless otherwise stated.
- 17.18. No Agency. Nothing contained herein, including without limitation the title of this Agreement, shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither party has the authority to bind or incur any obligation on behalf of the other. 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.
- 17.19. Complete Agreement. Each Exhibit attached hereto is incorporated by this reference and made a part of this Agreement as if its terms were fully set forth in the body of this Agreement. This Agreement, including all such Exhibits, 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 Agreement which are not set out expressly in it, except this does not exclude your or our liability for fraud. In the event of any inconsistency between this Agreement and the provisions in any Partnership Application, the terms of this Agreement shall govern. Subject to Section 8, and except as expressly provided herein, this Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Sage and Partner by their duly authorised representatives.
- 17.20. Waiver. If a party waives, fails to, or delays in, the exercise of any rights under this Agreement, that will not mean that those rights cannot be exercised in the future.
- 17.21. Remedies. The parties expressly agree that a breach of Paragraph 9 of this Agreement may cause irreparable harm to Sage and that a remedy at law is likely to be inadequate. Therefore, in addition to any and all remedies available at law, Sage will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual breach or any or all of the provisions hereof. Partner hereby waives any requirement that Sage post a bond or other security in conjunction with any application for injunctive or other equitable relief.
- 17.22. Assignment; Name Change. This Agreement may not be assigned, in whole or in part, by Partner without the prior written approval of Sage. Should Partner undergo a change of Control, Sage will be entitled to terminate this Agreement immediately on written notice to Partner. Sage's rights and obligations, in whole or in part, under this Agreement may be assigned by Sage. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Sage will have the right to terminate this Agreement in case of any attempted assignment or transfer in contravention of this provision, and any such attempt will be null and void. In addition, if Partner changes its corporate name or structure, Partner shall notify Sage in writing at least ten (10) days prior to such change taking effect.
- 17.23. Force Majeure. If circumstances beyond a party's reasonable control arise, for example, fire, war, Acts of God, industrial disputes, neither party will be liable for failing to meet that party's respective responsibilities in this Agreement because of those circumstances, for as long as those circumstances continue.
- 17.24. Warranty. PARTNER WARRANTS THAT IT HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT AND THAT THE PERSON SIGNING THIS AGREEMENT ON PARTNER'S BEHALF HAS BEEN DULY AUTHORISED AND EMPOWERED TO ENTER INTO THIS AGREEMENT. PARTNER WARRANTS THAT THIS AGREEMENT IS NOT LIMITED OR RESTRICTED BY, AND IS NOT IN CONFLICT WITH, ANY COMMERCIAL ARRANGEMENT, OBLIGATION,

CONTRACT, AGREEMENT OR OTHER INSTRUMENT TO WHICH PARTNER IS BOUND OR SUBJECT. PARTNER FURTHER WARRANTS THAT IT SHALL COMPLY WITH ALL END USER LICENSE AGREEMENTS AND HAS SATISFIED AND FULFILLED ANY PROGRAM BENEFIT PREREQUISITE THAT MAY BE REQUIRED AS PROVIDED HEREUNDER.

- 17.25. Export Control. Partner will not export, directly or indirectly, any technical data or software product acquired from Sage pursuant to this Agreement or any Product utilising any such data or software product to any country for which the U.S. Government or the government of a Partner State of the European Union or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval. Partner shall be solely responsible for obtaining, and maintaining in full force and effect, all licenses, permits and authorizations required under any such Partner to perform its obligations under this Agreement.
- 17.26. Third Party Beneficiaries. Partner acknowledges and agrees that Sage's licensors are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth in this Agreement. There are no other third-party beneficiaries of this Agreement.
- 17.27. Sections 3.1, 4.2 and 10-13 will survive expiration or earlier termination of this Agreement for any reason.
- 17.28. Independent Examination. PARTNER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, HAS HAD AN OPPORTUNITY TO CONSULT WITH ITS OWN LEGAL ADVISERS IF IT SO DESIRED, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN INTERPRETING THIS AGREEMENT, NO WEIGHT SHALL BE PLACED UPON THE FACT THAT THIS AGREEMENT HAS BEEN DRAFTED BY SAGE. PARTNER UNDERSTANDS THAT SAGE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) PROVIDE PROGRAM BENEFITS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE A BUSINESS THAT IS SIMILAR TO OR COMPETES WITH PARTNER'S BUSINESS. PARTNER IS ALSO AWARE THAT SAGE RESERVES THE RIGHT TO OFFER SEPARATE AND DIFFERENT PROMOTIONAL AND/OR INCENTIVE ARRANGEMENTS TO ITS SUPPLIERS, KEY CUSTOMERS AND OTHER THIRD PARTIES. PARTNER HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

18. Modification of this agreement by Sage

- 18.1 Upon thirty (30) days' notice to Partner, Sage, in its sole discretion, reserves the right to change the terms of this Agreement including, without limitation, the Program Guide and Program benefits offered thereunder. These changes will become effective immediately at the end of such notice period and will be deemed to modify and supplement the terms of this Agreement. Such changes will govern any existing or future Program benefits provided to Partner hereunder.
- 18.2 PARTNER'S CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING SUCH NOTICE WILL CONSTITUTE PARTNERS' BINDING ACCEPTANCE OF THE CHANGE. IF ANY MODIFICATION IS UNACCEPTABLE TO PARTNER, PARTNER'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT WITHIN THIRTY (30) DAYS OF SUCH NOTICE. IN SUCH EVENT, PARTNERSHIP WITHIN THE PROGRAM SHALL BE CANCELLED, AND PARTNER'S SOLE AND EXCLUSIVE REMEDY WILL

BE A PRO RATA REFUND, UPON PARTNER'S WRITTEN REQUEST, OF FEES PREPAID BY PARTNER AS OF THE DATE OF SUCH TERMINATION.

Limited Warranties

- 18.3 Sage shall use reasonable commercial efforts in support of Partner's participation in the Program. However, Sage cannot guarantee and does not guarantee that every problem raised by Partner will be resolved, that referrals to Partner will be will result in additional or net new business for Partner, or that Partner will receive any additional or net new business on account of its participation in the Program. Nothing in this Agreement shall be construed as expanding or adding to any warranty for any Sage Products and Services licensed under the applicable license agreement.
- 18.4 EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SAGE MAKES, AND PARTNER RECEIVES, NO WARRANTIES, TERMS, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE BY ANY COUNTRY OR JURISDICTION, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE PROVISION OF PROGRAM BENEFITS, PRODUCTS OR SERVICES UNDER THIS AGREEMENT. SAGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY, TERM, REPRESENTATION OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, AND NON-INFRINGEMENT.
- 18.5 NO OTHER WARRANTIES. Neither Partner, nor any of its employees or agents, has any right to make any representation, warranty, or promise to any third party on behalf of Sage that is not (a) explicitly stated under this Agreement or any applicable agreement, (b) specifically authorised in writing by Sage.

19. Indemnity

- 19.1 Partner will be solely responsible for and will defend, indemnify and hold Sage and Sage's officers, directors, agents, employees and representatives harmless from and against any and all claims, suits, damages, losses, liabilities, obligations, penalties and expenses, including legal fees and expenses, relating to or based on: (a) any claims of negligence, misrepresentation, or error or omission on the part of Partner or agents, consultants or other representatives of Partner; and (b) any claims based upon any warranty, term, condition or representation made by Partner or Partner's employees or agents that differ from the warranty provided by Sage under this Agreement or in any applicable agreement, unless Partner has obtained Sage's prior written specific authorization.

20. Program Highlights

- 20.1 Program Benefits. Benefits and other support available to Partner under the Program are set forth in the Program Guide in **Exhibit B**.
- 20.2 Access to Sage's Sites. Access to Sage's sites on the World Wide Web is governed by Sage's Terms of Use and Sage's Privacy Policy. In Partner's uses of Sage's sites and as otherwise applicable to Partner's participation in the Program, Partner will comply with these policies, as modified from time to time by Sage in its sole discretion.
- 20.3 Sage Products and Services. Partner's use of Sage Products and Services accessed by or furnished to Partner under the Program shall be subject the terms and conditions of any and all licenses distributed with or as part of such Sage Products and Services. If Partner does not agree to such terms and conditions, Partner shall not use the Sage Products and Services.

20.4 Commercial Collateral. From time to time Sage may furnish Partner with revised Program Guide and other information, guidance, and materials (including promotional materials) pertinent to the Program ("Commercial Collateral"). Partner will be bound by the terms and conditions of any and all agreements distributed with or as part of Commercial Collateral. If Partner does not agree to such terms and conditions, Partner shall not use such Commercial Collateral. Further to the foregoing, Partner and Sage agree as follows:

21. License Grant

- 21.1 Subject to the terms and conditions of this Agreement and payment of applicable Partnership Fees, Sage hereby grants Partner a nonexclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited license to view, evaluate, and make a preapproved number of print copies (provided that Partner reproduces all copyright and other restricted rights notices on all visible or tangible copies) of the Commercial Collateral, if any, for its internal purposes only and solely in conjunction with the applicable Products and the applicable Benefit(s).
- 21.2 RESTRICTIONS. Except and unless expressly permitted in this Exhibit, Partner may not: reproduce, alter, enhance, modify, prepare derivative works of, display, publish, disclose, distribute, rent, sublicense, lease, sell, transfer, assign or otherwise use the Commercial Collateral, in whole or in part. Without limiting the foregoing, Partner is expressly prohibited from placing or installing all or any portion of the Commercial Collateral on any electronic media (except for the one computer at Partner's principal place of business to which the Commercial Collateral is delivered), including, but not limited to, local or wide area networks, timesharing services, multiple processing units, multiple site arrangements, service or software rental bureaus, list servers, online services, electronic bulletin boards or forums, World Wide Web sites or any other server that is Internet-enabled.
- 21.3 RIGHTS IN COMMERCIAL COLLATERAL. Commercial Collateral contains proprietary material of Sage (or material that Sage or other suppliers have licensed to Sage for use in the Commercial Collateral) which is protected by copyright and other laws concerning proprietary rights. Sage retains all right, title and interest in and to the Commercial Collateral, including, without limitation, all copyright and other proprietary rights worldwide in all media. Partner may not use Commercial Collateral except as expressly permitted under this Agreement without Sage's prior written consent, which may be granted or denied in Sage's sole discretion.
- 21.4 REMEDIES. Partner acknowledges that the Commercial Collateral (and the licensed materials contained therein) is highly proprietary in nature and that unauthorised copying, modifying, transferring, selling, distributing, displaying, publishing, preparing derivative works, or other use may cause Sage and/or its Suppliers irreparable injury that cannot be adequately compensated for by means of monetary damages. Any breach of this Agreement by Partner, its customers, its affiliates, or any third party, may be enforced by Sage and/or any of its suppliers who may seek equitable relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies.

22. License Restrictions

- 22.1 Learning Partner shall not: (i) modify, adapt, or transform Sage Content and/or the Sage Products; or (ii) create Derivative Works of the Sage Content and/or the Sage Products; or (iii) 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.

- 22.2 Except for the limited license rights granted in Section 3 above, Sage retains all right, title and interest (including all Intellectual Property Rights therein) in and to the Sage Content and Sage Products and any portions thereof. Learning Partner shall take any and all steps reasonably required to preserve Sage's rights in and to the Sage Content and the Sage Products and shall not take any action to undermine or otherwise impair such rights.
- 22.3 Except as otherwise expressly authorized in this Agreement, Learning Partner agrees not to remove, conceal, obscure, modify or alter any Sage Marks, Sage copyright notices, product identification information or other notices or markings placed by Sage in or on the Sage Content or the Sage Products.
- 22.4 Learning Partner's use of any Sage Marks shall be in accordance with applicable law and Sage's policies, procedures or guidelines regarding advertising and trademark usage, as set forth on Sage.com and amended by Sage from time to time. Learning Partner agrees not to attach to or combine with any Sage Marks, any additional trademarks, logos or trade designations. Learning Partner shall have no claim or right in the Sage Marks.
- 22.5 With respect to any Software contained in the Sage Content or Sage Products, except as otherwise expressly provided in this Agreement, Learning Partner shall not: (i) transfer, sublicense or otherwise distribute such Software to any third party; (ii) modify or create derivative works of such Software or permit any third party to do so; (iii) copy such Software; or (iv) use such Software in any manner to provide service bureau, time-sharing, rental, application service provider or other computer services to third parties. Learning Partner shall not disassemble, decompile, reverse engineer or otherwise try to determine or access the source code of any such Software or permit or encourage any third party to do so. To the extent required by applicable law, Learning Partner may require Sage to provide technical information relating to such Software, provided that such information will be deemed to be Confidential Information. Except as otherwise expressly provided in this Agreement, Learning Partner's use of any such Software will be strictly in accordance with the terms and conditions of the license under which Learning Partner obtains rights from Sage relating to such Software.
- 22.6 During the term of this Agreement, Sage Learning Partner may not, except as otherwise expressly provided herein, provide any course or content that contains or includes the Sage Content or any portion or derivative thereof, or any materials created by or for Sage relating to the Sage Products or any portion or derivative thereof without Sage's prior written consent. Learning Partner is not prohibited, however, from offering Learning Partner Developed Courses provided such courses do not contain any Sage Content or any portion or derivative thereof, nor any Sage Products or materials created by or for Sage relating to such products or any portion or derivative thereof. Notwithstanding any other provision of this Agreement, Learning Partner shall not use any Sage Marks in conjunction with the offering of Partner Developed Courses. Learning Partner shall not make any statement or take any action which states, suggests or implies that a Partner Developed Course is sponsored, certified, authorized, endorsed or otherwise approved of by Sage (including but not limited to Learning Partner's disclosure of its Sage Learning Partner status in connection with Learning Partner's offering of a Partner Developed Course).

23. Sage obligations and Program requirements

- 23.1 Sage Learning Partner shall comply with the Partner Obligations set forth in Exhibit B, and the Sage Learning Services Program Requirements. Learning Partner shall require that any individual or entity with which Learning Partner is or becomes affiliated complies with the Partner Obligations and Sage Learning Services Program Requirements. The Program Requirements are subject to change by Sage upon sixty (60) days prior notice, which may be via e-mail or posting on <http://www.sage.com/za/learning-services>

