

**SAGE SALES MANAGEMENT GENERAL TERMS AND CONDITIONS OF USE AND  
PROCUREMENT**

These General Terms and Conditions of Use and Procurement (hereinafter "**the Terms and Conditions**") regulate any use of the SAGE Sales Management service ("**SSM**" or "**the Service**") provided by SAGE Spain, S.L., N.I.F. (Tax ID) B-58836321, and address at Avda. de Europa nº19, Edificio MB-One, Planta 1, de Alcobendas CP. 28108 - Madrid, (hereinafter "**SAGE**").

The use of SSM is governed by these Terms and Conditions, by the corresponding Purchase Order that will reflect what the CUSTOMER has procured and, in the case of certain SSM services or features, by special conditions that, if applicable, will be communicated by SAGE by any means, especially through the Documentation as defined below.

These Terms and Conditions are made available to CUSTOMERS or their Users on the SSM website via the following link <https://www.forcemanager.com/terms-and-conditions/>

The degree of pre-contractual information provided by SAGE is limited by its knowledge of the CUSTOMER's project and its IT infrastructure according to the information provided by the CUSTOMER. The CUSTOMER shall be responsible for the accuracy of the information communicated to SAGE in expressing its needs and acknowledges that it has chosen the Service on the basis of the pre-contractual information provided to it and which it declares to have received.

It is the responsibility of the CUSTOMER to ensure that the Service is adapted to their needs and to ensure that they have the necessary tools and skills to access and use the Service in accordance with its purpose. In particular, the CUSTOMER acknowledge that it is aware of the prerequisites necessary for optimal use of the Service, in order to ensure that the characteristics of its network and equipment comply with them, compliance with the prerequisites described in the Documentation being a sine qua non for its normal operation.

SAGE reserves the right to update these Terms and Conditions and undertakes to inform the CUSTOMER by any means. Continued use of the Service and/or use of the support services after SAGE has notified the CUSTOMER of the change to these Terms and Conditions shall constitute the CUSTOMER's unconditional acceptance of the new Terms and Conditions as notified. The CUSTOMER acknowledges having read these Terms and Conditions or, where applicable, those in force, before purchasing the Service or renewing their subscription.

Use of SSM also implies full acceptance of SAGE's privacy policy, which can be found at the following link: <https://www.forcemanager.com/privacy-policy/>

Finally, in the event that a CUSTOMER purchases SSM through an authorised distributor, these General Terms and Conditions shall apply, with the exception of the conditions

relating to payment, invoicing, notifications and technical assistance services which, by virtue of the commercial agreement between the distributor and the CUSTOMER, are not applicable to the CUSTOMER.

## **TERMS AND CONDITIONS**

### **1. DEFINITIONS**

**"Adaptations"** refers to a set of services provided by SAGE, or any third party chosen by the CUSTOMER, and consisting of the creation of specific developments and/or interfaces and/or the customisation of editions.

**"Affiliate"** means any company controlled by the CUSTOMER and forming part of its corporate group within the meaning of Article 42 of the Commercial Code.

**"CUSTOMER"** means any natural or legal person who decides to accept these Terms and Conditions, as well as the corresponding Purchase Order, in order to subscribe to the Service. It is specified that the Service may only be used, unless expressly stated otherwise, in performing a professional or business activity and for the sole purpose of meeting the internal management needs of the CUSTOMER, to the exclusion of any third party.

**"CUSTOMER Data"** means any data, information, file, photograph, document or material provided, entered, shared or sent by the CUSTOMER (or any User) through the Software/Service, and which may include data (including personal data) relating to Users, the CUSTOMER's own customers, suppliers, employees or other third parties. The CUSTOMER acknowledges that it is responsible for the accuracy, quality, reliability and legality of the CUSTOMER Data and the means by which it acquires the CUSTOMER Data and enters it into the Software/Service or makes it available to SAGE.

**"Input Data"** means CUSTOMER Data obtained in the course of a CUSTOMER or a User's utilisation of an AI System, including by way of illustration (i) instructions, data sets or prompts entered by any means by the CUSTOMER or User of the AI System; and (ii) User agreement, statistical and aggregate data (including metadata) otherwise obtained in the course of the CUSTOMER or a User's utilisation of the AI System.

**"Training Data"** means training data, validation data and test data or databases used to train or improve an AI System.

**"AI Data"** shall mean Input Data, Output Data and all data derived from or including this data (including cases where this data, or data derived from this data, is contained in Training Data).

**"Output Data"** means any content generated as a result of instructions, indications or data sets entered by the CUSTOMER or by a User and/or in the context of the use of the Generative AI by the latter in the context of the Software Package/Service and/or any element included therein.

**"SAGE Data"** means data regarding the configuration and use of the Software/Service, Documentation and any other information to which the CUSTOMER has access through

the use of the Software/Service provided by SAGE under these Terms and Conditions, with the exception of CUSTOMER Data (including Input Data and Output Data).

**"Intellectual Property Rights"** means rights recognised by any jurisdiction with respect to products of intellectual work, including, by way of illustration, patent rights (including priority rights), design rights, copyright (including moral rights), original layout designs or integrated circuit topography, trade secret rights, trademarks, logos, know-how and domain name rights.

**"Documentation"** means descriptions of features and instructions for use of the SAGE Software that are made available to the CUSTOMER, whether in physical or digital format, including a description of the above that is accessible through the Service website (<https://www.forcemanager.com>).

**"Generative Artificial Intelligence (AI)"** refers to an AI system capable of generating content (text, code, images, video and audio).

**"Purchase Order"** means the document detailing the applications or modules purchased, duration and price and method of payment for the Service. The Purchase Order is considered an integral part of these Terms and Conditions and may be supplemented as to the details of the specific features and users contractually agreed.

**"Privacy Policy"** means the privacy policy published at <https://www.forcemanager.com/privacy-policy/> or at any other URL provided by SAGE.

**"Services"** means the various services that SAGE makes available to the CUSTOMER online through the web application through mobile devices, both offline and online, in accordance with these Terms and Conditions and excluding Third Party Services.

**"Third Party Services"** means any product (applications, software, cloud services, forms, etc.), tool (integration or development tools) or service (hosting, implementation, configuration, development or accounting) provided by any body other than SAGE or its subcontractors.

**"Artificial Intelligence (AI) System"** means deep learning, machine learning and other artificial intelligence technologies, systems, models, tools and features, including Generative AI.

**"Software"** means the computer application(s) or features that the CUSTOMER has access to or uses as part of the SAGE Service.

**"Support Service"** means the support services that SAGE may provide or make available to the CUSTOMER depending on the level of service purchased by the CUSTOMER.

**"Excluded Territories"** refers to: (i) Cuba, Iran, North Korea, Syria, Sudan, Russia, Belarus, the territory of Crimea-Sebastopol, Donetsk, Luhansk, Zaporizhia, Kherson, and (ii) any country or territory subject to sanctions by the United Kingdom, the European Union or the United States of America.

**"Users"** refers to persons (employees, consultants, contractors or agents) authorised by the CUSTOMER to access and use the Service in accordance with the provisions contained in these Terms and Conditions.

## **2. OBJECT.**

Subject to payment of the applicable fees, SAGE grants the CUSTOMER a non-exclusive, non-transferable, limited-term license to use the SSM Service in accordance with these Terms and Conditions and the Purchase Order, and the right to receive the provision of the applicable Support Service. The CUSTOMER shall access the Service remotely via the Internet under the Terms and Conditions set out herein.

The CUSTOMER may only use the Service for the area of use purchased (number of users and modules purchased) and in the form of software as a service (SaaS) for the CUSTOMER's internal needs.

## **3. SCOPE OF USE.**

The CUSTOMER agrees that the maximum number of persons authorised by the CUSTOMER to access and use the software in accordance with the provisions contained in these Terms and Conditions shall not exceed the amount procured in the Purchase Order and that the Users shall keep their IDs and passwords relating to their use of the software confidential.

If the CUSTOMER wishes to expand their scope of use or subscribe to additional modules or users, the CUSTOMER shall pay SAGE the corresponding prices according to the rates established by SAGE on the date of purchase. In case of any extension to the initial scope of use, the Terms and Conditions established herein shall apply.

## **4. ACCESS AND SECURITY.**

The CUSTOMER will receive a name to be used for the purposes of managing the CUSTOMER'S accounts and will be required to create a password on first access. The CUSTOMER is solely responsible for the storage and confidentiality of their username and password and any use of such username and password is irrefutably presumed to be for use of the service by the CUSTOMER. The CUSTOMER shall identify the number of Users and the profile of each of them so that SAGE can send them an access invitation and they can create their corresponding password.

The CUSTOMER agrees to immediately notify SAGE of any unauthorized use of or access to the Services, the CUSTOMER'S password or account, or any other breach of security.

SAGE cannot and will not be liable for any loss or damage arising from Customer's failure to comply with security obligations.

The database provided by the CUSTOMER and the subsequent data entered by the CUSTOMER via the SAGE website and the SSM interface will be hosted on a server that is connected to the Internet. SAGE (directly or through its suppliers) shall manage the maintenance and security of the servers that host its applications and CUSTOMER data, and will adopt measures to protect such information from loss, deterioration, damage, alteration or modification.

Due to the existence of external factors that may influence the provision of the service subject to these Terms and Conditions and over which SAGE cannot exercise any control,

SAGE does not guarantee that the communication and, therefore, the Service subject to these Terms and Conditions, will operate constantly and permanently without delays or interruptions, so SAGE is not liable for any damages and/or loss of profit by the CUSTOMER/Users and/or any other third party that may be harmed as a result of such circumstances.

There is no relationship or association of any kind between SAGE and its website with the owners of other websites to which they are linked, so SAGE and its website are not responsible for the usefulness, reliability, accuracy, or content included in them. They are therefore websites belonging to independent companies without any association or relationship whatsoever.

## **5. TECHNICAL PROTECTION MEASURES**

**5.1 Information.** The Service may contain technologies designed to anonymously collect information related to use of the Service. This information concerns the devices used to access the Service, the frequency of use and the forms of use (hereinafter collectively referred to as "Usage Data"). The CUSTOMER expressly agrees that SAGE, at its sole discretion, may collect and use this Usage Data to assist in the maintenance and improvement of the Solution. The information obtained by SAGE through these technical devices will also be used by SAGE in the fight against falsification, to identify and prevent any illegal or inappropriate use of the Service.

In the event that the Service is equipped with such a device requiring activation by the CUSTOMER, if necessary, the CUSTOMER agrees to activate this feature via a simple request from SAGE and to provide SAGE with the file containing the information described above.

Any circumvention or attempt to circumvent these technical devices is prohibited and will be penalised in accordance with the legal provisions in force.

**5.2 Audit.** In addition to SAGE's implementation of the above technical protection measures, the CUSTOMER shall provide a statement, at SAGE's request, to certify the proper use of the Service in accordance with these Terms and Conditions. In the event that the CUSTOMER refuses to activate the aforementioned devices or to provide such a statement, SAGE reserves the right to audit the CUSTOMER's use of the Service, upon reasonable notice.

In the event that SAGE decides to conduct an audit, SAGE shall bear the costs. However, in the event that the audit findings reveal a use that does not comply with the rights acquired by the CUSTOMER:

- The costs of the audit shall be charged to the CUSTOMER.
- In the event that any options, features or users are detected that are not within the scope of the contract signed by the CUSTOMER, SAGE will proceed to invoice the CUSTOMER retroactively to the time when this use began, at double the amount of the rates in force at the time this circumstance was detected.

CUSTOMER information collected during the course of the audit shall be considered confidential information and will only be used for the purpose of the audit and any necessary adjustments to exclude any other use by SAGE.

## **6. PRICE AND METHOD OF PAYMENT.**

### **6.1 Free trial periods**

For those contracts to which initial free trial periods apply, as set out in the Purchase Order, no charge will be made for the duration of the free trial period. If the CUSTOMER decides to cancel the Services before the end of the trial period, no charge will be made.

### **6.2 Form of payment**

All payments shall be made in the manner and in accordance with the amounts indicated in the Purchase Order accepted by the CUSTOMER (hereinafter referred to as the "Purchase Order"). The amounts, once invoiced, shall be payable at the beginning of the period in which the CUSTOMER receives the Services and with the periodicity agreed in the Purchase Order. Payment obligations cannot be cancelled and amounts already paid cannot be reimbursed. Payments must be made regardless of whether or not the CUSTOMER is using the licences purchased.

### **6.3 Invoices**

The CUSTOMER agrees to provide complete and accurate billing and contact information to SAGE. This information includes the company name, current account number, credit card (if applicable) or any other applicable payment method, postal address, email address, name and telephone number of an authorised billing contact, the intra-community VAT identification number (if applicable) and details of the CUSTOMER's manager.

The CUSTOMER undertakes to update this information within ten (10) days of any changes. If the contact information they have provided is false, fraudulent or not current, SAGE reserves the right to terminate their access to the Service and to take any other legal action it deems appropriate.

If the CUSTOMER believes that its invoice is not correct, the CUSTOMER must contact SAGE within seven (7) days of the date of the invoice to jointly review the invoice and, if applicable, receive a rectification.

### **6.4 Modification of the Services plan**

In the event that the CUSTOMER requests an improvement (or upgrade) of its current Services plan, the specific conditions applicable as a consequence of this improvement shall be those established in the Purchase Order and the amount shall be prorated for the remaining period until the duration agreed between SAGE and the CUSTOMER is completed.

The CUSTOMER may not on the other hand request a reduction (or downgrade) of its Services plan during the duration of its current subscription, and this shall only be applicable at the end of this period. A request for a reduction must also be made by

sending an email to SAGE at least thirty (30) business days prior to the end of the current subscription term.

## **6.5 Additional fees**

### **6.5.1 Additional fee for data and file storage**

The storage space for data and files that SSM offers free of charge to the CUSTOMER will be as communicated in the Documentation. However, if the amount of disk or file storage required by the CUSTOMER exceeds such limits, SAGE reserves the right to charge the CUSTOMER the fee for the storage actually used. SAGE will attempt to notify the CUSTOMER, to the extent possible, when the average storage used per license reaches about ninety percent (90%) of the stated limit. However, if SAGE fails to notify the CUSTOMER of this situation, the CUSTOMER shall not be relieved of its liability and obligation to pay the additional data and file storage fees.

### **6.5.2 Additional fee for geolocation services**

With respect to the volume of geolocation requests, SAGE shall offer the CUSTOMER the number determined in the Documentation free of charge. If the volume of geolocation requests required by the CUSTOMER exceeds the limits communicated to the CUSTOMER, SAGE reserves the right to charge the CUSTOMER the current fee at that moment. SAGE will attempt to notify the CUSTOMER, to the extent possible, when the average storage used per license reaches about ninety percent (90%) of the stated limit. However, if SAGE fails to notify the CUSTOMER of this situation, the CUSTOMER is not relieved of its liability and obligation to pay the additional data storage fee.

## **6.6 Prices**

In the event that the CUSTOMER exceeds any other limits established in the Services purchased by the CUSTOMER, SAGE reserves the right to charge the CUSTOMER the corresponding fee for any excess.

In each of the Purchase Order sections, the price of the corresponding Service and, where applicable, its billing frequency is indicated. For clarification purposes, it should be noted that the amount indicated as the Price will be the amount that will be invoiced at the indicated frequency; and this amount will not be prorated.

In the case of recurring services, which are renewed periodically, the Price shall be applicable for the duration of the period agreed between SAGE and the CUSTOMER and shall be invoiced at the beginning of the period unless a grace period has been expressly agreed. In the latter case, the first invoice will be issued after the expiry of the Grace Period and will be for the proportional part remaining until the end of the period agreed between SAGE and the CUSTOMER. The CUSTOMER is not entitled to a refund for any of the amounts paid if the CUSTOMER unilaterally withdraws or terminates these Terms and Conditions before the end of the agreed term or any of its extensions.

If the period of these Terms and Conditions is extended after the end of the first period, SAGE may update the prices in subsequent extensions by charging the current fees at that moment.

Failure to pay any amount due to SAGE under these Terms and Conditions shall entitle SAGE to temporarily suspend the provision of the services until this is settled or, in the event that it is not settled, to terminate the contractual relationship with the CUSTOMER immediately and cancel, if applicable, the user licences granted, without prejudice to the right to claim the amounts due and the costs of the claim, as well as the corresponding interest for late payment. In the event of non-payment of recurring services, SAGE may apply penalties if the CUSTOMER requests reactivation of the service.

During the period of suspension, SAGE shall not be obligated to perform its obligations under these Terms and Conditions. In particular, it shall not be obliged to provide updates, answer queries or provide access to software applications.

The CUSTOMER may not make payment conditional on the provision of documents, the signing of purchase orders, conditions applicable to suppliers or the completion of additional formalities by SAGE beyond those expressly derived from the legislation in force.

## **7. ELECTRONIC INVOICING.**

The CUSTOMER expressly agrees that SAGE can only send its invoices to the CUSTOMER in electronic format (PDF).

In this case, the Parties agree that SAGE will send a copy of its invoice to the email address provided by the CUSTOMER. Depending on the SAGE product they have purchased, invoices may also be included, for a limited time, in the Customer Area of its platform. In the event of the termination of this Contract for any reason, the CUSTOMER will no longer have access to its Customer Area. Accordingly, the CUSTOMER must ensure that all its invoices are downloaded before the expiry of this Contract.

In the event that the CUSTOMER has not been able to download its invoices within the allotted time, it can ask SAGE in writing to send a paper copy of the invoices that were stored in its Customer Area.

## **8. DURATION AND TERMINATION**

**8.1 Duration of the Services.** The duration of each Service shall be as specified in the corresponding Purchase Order. In the event that the Purchase Order does not specify the duration, it shall be understood that the Service has been purchased on an annual basis. Unless otherwise stated in the Purchase Order, the Services shall be automatically extended for additional periods equal to the initial period stated in the Purchase Order (or as otherwise stated in these Terms and Conditions in the absence of any provision in the Purchase Order), unless either Party gives the other Party written notice of at least thirty (30) days prior to the end date of the current period. In the event of an extension, SAGE may update the prices in subsequent extensions by charging the rates in force at any given time.

**8.2 Termination for breach.** In the event of a breach by one of the Parties of its obligations under this Contract which has not been remedied within thirty (30) days following notification with acknowledgement of receipt of the breach in question, the



other Party may terminate the Contract, without prejudice to any damages that may be due. In no case shall this termination have retroactive effects and SAGE shall not therefore reimburse amounts corresponding to payments already made by the CUSTOMER, without prejudice to the possibility of requesting, where appropriate, any damages to which the CUSTOMER is entitled under these Terms and Conditions.

**8.3. Termination for non-payment of invoices.** Failure to pay any amount due to SAGE under this Contract shall entitle SAGE to temporarily suspend the services or, in the event that it is not paid, to terminate this Contract immediately and to cancel any user licence granted, without prejudice to SAGE's right to reclaim any amounts due and the costs of reclaiming such amounts, including interest for late payment. In the event of non-payment of recurring services, SAGE may apply penalties if the CUSTOMER requests reactivation of the service.

#### **8.4. Consequences of terminating the Service.**

Whatever the reason for the conclusion of these Terms and Conditions, on the date of expiry or termination of the contract, the CUSTOMER may not use the SSM Solution in any way or access the relevant platform.

In the event of termination of the Service, SAGE shall provide the CUSTOMER with access to the CUSTOMER'S proprietary data, as well as the ability to request the export of this data for a period of thirty (30) days, and in accordance with the prices established by SAGE and in effect at that time for the performance of the professional services necessary for the exporting.

After thirty (30) days from the date of completion: (i) SAGE shall delete the data in the terms set forth in the Privacy Policy, (ii) each Party shall promptly use reasonable efforts to return or destroy any other Confidential Information belonging to the other Party, if requested, and (iii) shall not exempt the Customer from payment of any unpaid Amounts due and owing to SAGE until the end of the current contractual period or extension.

SAGE may In addition keep data properly blocked for as long as any liability may arise from its relationship with the user under its normal data retention policies and in accordance with applicable data protection laws.

SAGE may terminate a free account at any time without notice at its sole discretion. The CUSTOMER agrees that SAGE shall not be liable to the CUSTOMER or any third party as a result of this cancellation. The CUSTOMER shall be solely responsible for exporting the Free Account Data prior to termination of the CUSTOMER's access to the Free Account for any reason whatsoever.

Notwithstanding the foregoing, in the event that SAGE terminates the free account, at its sole discretion, it shall give the CUSTOMER an opportunity to recover its data in advance under the conditions set out in this clause.

All provisions of these Terms and Conditions, which by their nature are intended to survive termination, shall continue in full force and effect, in particular the provisions relating to warranties and limitations of liability.

## 9. SUPPORT

Subscription to the Service includes a basic support service provided by SAGE to the CUSTOMER based on the basic technical assistance support service that corresponds to the edition or package that the CUSTOMER has purchased (hereinafter, the "Support Service").

To use the Support Service, the CUSTOMER and the Customer's manager or the User may contact SAGE through the channels provided by sending direct email messages to [support@crm.sage.com](mailto:support@crm.sage.com), or by opening an incident on the SAGE support portal at <https://support.forcemanager.net/> or through the chat available on the website and in the Service application. The channels for contacting Support may be modified at SAGE's discretion, in which case the CUSTOMER will be notified accordingly.

SAGE will address and respond to incidents or queries by sending email messages to the email address and/or by contacting the telephone number that the CUSTOMER or the User has assigned in their User Account, as well as via the chat.

The Support Service is of a corrective nature, focused on the correction of incidents during the operation of the standard product. The standard product is the basic version of the Service common to any customer (hereinafter referred to as the "Standard Solution"). The Support Service does not handle incidents that may occur in customisations to the Standard Solution carried out by SAGE's professional services team or any third party.

SAGE will provide technical support for the two latest approved versions of the Service. SAGE may in addition discontinue parts or versions of the Service after notifying the CUSTOMER, reasonable notice being given to allow the CUSTOMER to adapt to such changes. Discontinuation of a part or version of the Service means that SAGE will not provide support or perform corrective or evolutionary maintenance on this discontinued part or version of the Service.

The CUSTOMER may purchase more advanced support services from SAGE, which shall be subject to these General Terms and Conditions and any applicable Special Conditions.

## 10. INTELLECTUAL PROPERTY.

**10.1. Software.** SAGE assures the CUSTOMER that it owns the Intellectual Property Rights to the Software and its Documentation, or has authorization from the owner of the Software, and that it may therefore freely grant the CUSTOMER the right of use provided herein.

The granting of the right to use the Software does not imply the transfer of property rights to the benefit of the CUSTOMER. SAGE and its suppliers shall retain possession of any right, title and interest, including, by way of illustration, all Intellectual and/or Industrial Property Rights related to the Services and the Software, and any derivative works or improvements thereof, including, by way of illustration, any software, technology, information, content, materials, guidelines and Documentation.

The CUSTOMER agrees not to infringe, directly or indirectly through third parties, on SAGE's Intellectual Property Rights to the Software. As such, it shall maintain all proprietary and/or copyright notices appearing on the software components and its Documentation in good condition. Similarly, it shall include these mentions on any reproduction in whole or in part that is authorised by SAGE and, in particular, on the back-up copy.

The Software may include third party technologies owned by other publishers. SAGE does not own third party content used as part of the Services, including the content of communications that appear in the Services. Intellectual and/or industrial property rights for the content accessed through the Services belong to the owner of the content in question and may be protected by intellectual property law or other applicable laws. In the event of a breach of these rights and obligations, SAGE is entitled to take any action necessary to put an end to the observed breaches.

Software may include open source software tools or third party libraries. Open source software and/or third party libraries shall be governed by their own terms and conditions and the CUSTOMER shall be subject to the terms and conditions of the relevant licence in relation to the use of such software or libraries. The CUSTOMER agrees to comply with all such licences.

The CUSTOMER agrees not to carry out or allow others to carry out the following actions: (i) adapt, translate or modify the Software/Service; (ii) decrypt, decompile, disassemble, reverse engineer or otherwise attempt to discover the source or object code of the Software/Service, unless any applicable law prohibits such limitations; (iii) copy the Software; (iv) use the Software/Service for high-risk activities; or (v) license, loan, sell, rent or lease the Software/Service or any component thereof.

Any third party source code included in each Service application may only be used in conjunction with that Service application, the use of which is subject to these Terms and Conditions and/or the Special Conditions.

COPYING, TRANSFERRING AND MODIFYING THE SOFTWARE/SERVICE (INCLUDING THE INTELLECTUAL AND/OR INDUSTRIAL PROPERTY RIGHTS THEREIN) OR ANY PART THEREOF IS NOT ALLOWED, EXCEPT AS EXPRESSLY PERMITTED BY THESE TERMS AND CONDITIONS.

**10.2 Trademarks and distinctive signs.** "Trademarks and Distinctive Signs" means the trade names, trademarks, service marks, logos, domain names and other distinctive brand elements of each Party, respectively, protected at any time by that Party. Neither Party may display or use the other Party's Trademarks and Distinctive Titles beyond what is permitted in these Terms and Conditions and/or in the Special Conditions without the prior written consent of the other Party. Except to the extent expressly stated, neither Party shall grant, and the other Party shall not acquire, any right, title or interest including, by way of illustration, any implied license to any Trademarks and Distinctive Signs belonging to the first Party. Any rights not expressly granted shall be deemed not to have been granted. Any use of Customer's Trademarks and Distinctive Signs by SAGE shall be to the benefit of the CUSTOMER and all use of SAGE's Trademarks and Distinctive Signs by the CUSTOMER shall be to the benefit of SAGE. The CUSTOMER shall not infringe or assist others in infringing or registering SAGE's Trademarks and Distinctive Signs, nor shall the CUSTOMER register SAGE Trademarks and Distinctive Signs or domain names

that are confusingly similar to SAGE'S Trademarks and Distinctive Signs or domain names.

The parties may cancel each other's right to use their Trademarks and Distinctive Signs in accordance with these Conditions by giving written notice to the other party, who shall immediately cease to use them.

**10.3. Training documents.** SAGE may grant the CUSTOMER the right to reproduce certain documents that may be provided as part of the training, only in the quantity required for this, provided that it is for the CUSTOMER's own use and only for persons employed by the CUSTOMER.

All training materials delivered before, during and after the provision of services are and remain the property of SAGE. In addition, the CUSTOMER must include all proprietary and/or copyright notices appearing on the documents submitted by SAGE on any copies.

**10.4. Adaptations.** In case of Adaptations made by SAGE, SAGE shall grant the CUSTOMER:

- A non-exclusive, non-transferable right of use for the Adaptations subject to the provisions of the "Assignment" clause in these Terms and Conditions.
- The right to copy such Adaptations for backup or archival purposes.

Modifications to the Adaptations and their combination with other software made without SAGE's intervention shall be the sole responsibility of the CUSTOMER.

The license to use the Adaptations granted hereunder shall be effective upon full payment for services rendered by SAGE and shall remain in effect for the life of the copyright related to these Adaptations.

Intellectual Property Rights for the Adaptations made shall In any case correspond to SAGE.

**10.5. CUSTOMER rights.** The CUSTOMER retains all right, title and interest to the CUSTOMER'S Data, notwithstanding any rights granted by the CUSTOMER to SAGE under these Terms and Conditions.

SAGE disclaims any ownership rights to the Output Data. The CUSTOMER assumes sole responsibility for its Output Data, including any use, modification, inclusion in other documents, or publication of such Output Data by the CUSTOMER and/or any User.

The CUSTOMER grant SAGE and its subcontractors the worldwide, royalty-free, irrevocable, perpetual, non-exclusive and sub-licensable right to host, process, copy, transmit, store, analyse, display, transform, reduce to mathematical form, reformat, merge with the Training Data, create derivative works of, and use the CUSTOMER'S Data (including the Input Data) and any rights held by the CUSTOMER or its licensors in relation to the Output Data generated as a result of the CUSTOMER'S Use for the purposes of:

- Conducting research and development activities to improve SAGE'S services, products and applications, as well as those of its subsidiaries.
- Developing and providing new and existing functions and services (including developing, enhancing, integrating and making AI Systems available(in connection with the digitisation and automation of business processes and for other commercially reasonable purposes) to the CUSTOMER, Users, SAGE'S customers generally or any other person or body using SAGE'S products and/or services;
- Providing, managing and ensuring the proper functioning of the Software/Service and related systems (including AI systems); and
- Enabling SAGE to enforce its rights and obligations under these Terms and Conditions.

**10.6. Warranty against infringement of Intellectual Property Rights.** In the event of a claim relating to SAGE'S infringement of an intellectual property right, SAGE may, by its own choice and at its expense, replace or modify all or part of the Software or its Adaptations, or obtain a right of use for the CUSTOMER, provided that the CUSTOMER has complied with the following conditions:

- The CUSTOMER must have accepted and complied with all its obligations under these Terms and Conditions.
- The CUSTOMER must have notified SAGE as soon as possible, and by registered letter with return receipt requested, of the infringement action or the statement preceding such action.
- The CUSTOMER shall cooperate with SAGE by providing SAGE with all necessary items, information and assistance to enable SAGE to defend its own interests and those of the CUSTOMER.

The CUSTOMER shall refrain from handling the dispute with the third party alleging infringement on its own. In the event that a settlement is agreed between SAGE and the third party alleging infringement, SAGE shall be responsible for the full amount to be paid to the third party.

If SAGE is unable to agree to the above transaction, it shall, under its control and direction, and with the assistance of the CUSTOMER, assume the legal defence to oppose the request of the third party alleging infringement. The CUSTOMER is not allowed to lead the legal defence of the dispute against it by a third party alleging infringement and undertakes to notify SAGE without delay of this circumstance.

In the event that the third party's claim for infringement results in a final court decision, SAGE shall compensate the CUSTOMER for the amount of damages set forth in the judgement, subject to proof of payment to the third party of the amount indicated in the judgement.

In the event that SAGE is unable to modify, replace or reasonably obtain for the CUSTOMER a license to use the Service, the Parties may mutually agree to terminate these Terms and Conditions and SAGE will reimburse the following (depending on the subject matter of the breach):

- Adaptations: net amount paid by the CUSTOMER for the adaptation services that the infringement affects.
- Subscription: net amount paid by the CUSTOMER for the subscription in the last twelve (12) months prior to the termination of these Terms and Conditions.

SAGE assumes no liability in the event that the allegations relate to:

- Use of a version of the AI Service/System other than the current unmodified version, if the conviction could have been avoided by using the current unmodified version;
- Any modification of the AI Service/System without SAGE'S prior written consent;
- The CUSTOMER'S use of the AI Service/System in disregard of or contrary to SAGE'S instructions, including the instructions contained in the Documentation;
- Use of the Service/AI System in combination with software, a service or any product provided by a third party, if the alleged infringement relates to this combination;
- The use of any Output Data (AI) (including its derivatives);
- The CUSTOMER'S use of the AI Service/System after notification by SAGE or any competent authority of the alleged or actual breach.
- The CUSTOMER'S failure to take into account the provision by SAGE of a correction related to the Adaptations, if the conviction could have been avoided by the use of this correction.
- Modification of the Adaptations by the CUSTOMER or a third party.
- The combination and implementation or use of Adaptations with software not provided by SAGE.

The provisions of this clause define the entirety of SAGE'S obligations with respect to patent and copyright infringement due to use of the AI Service/System.

## **11. PROHIBITIONS.**

In particular, the CUSTOMER is prohibited from:

- Distributing or marketing the Service, whether free of charge or for a fee;
- Any use of the Service or Documentation in any way for the purpose of designing, producing, distributing or marketing a similar, equivalent or substitute Service or Software;

- Any direct or indirect provision of the Service or Documentation for the benefit of a third party, in particular by rental, transfer or loan, even free of charge, or to entrust it to any service provider as part of a subcontract, unless SAGE has given its prior written consent;
- Any use for processing not authorised by SAGE.

## **12. WARRANTIES AND RESPONSIBILITY.**

**12.1 Limited warranties.** To the fullest extent permitted by law, unless otherwise stated in these Terms and Conditions, neither Party shall offer any other warranty of any kind, implied or express, including, by way of illustration, warranties of merchantability, fitness for a particular purpose and non-infringement.

SAGE is not responsible for the content and information that may be accessed through the Service. The CUSTOMER acknowledges and accepts that the Services may be subject to errors, defects and other problems that could lead to system failure. Consequently, the Services, including all content, Software (including any updates or modifications to it), functions, materials and information made available or accessed through the Services, as well as any accompanying documentation, are provided "as is", and any use made thereof shall be the sole responsibility of the CUSTOMER. SAGE and its suppliers of applications included with the Service offer no warranties of any kind, implied or express, statutory or otherwise, including, by way of illustration, warranties of merchantability, fitness for a particular purpose and non-infringement. SAGE assumes no liability whatsoever for any misuse of the Services.

SAGE makes no representation that SAGE, or any third party, will release updates or upgrades to the Services. SAGE does not guarantee that the functions contained in the Services will be uninterrupted or error-free.

**12.2 Liability of SAGE.** SAGE products and services are intended for natural or legal persons engaged in a business or professional activity and who use them within the scope of this activity. The CUSTOMER, at its own risk, assumes the indications, interpretations, results and calculations provided by SAGE or its applications.

The standard software is not designed to meet the particular needs of the CUSTOMER, but is developed to fulfil a general purpose, so there is no guarantee that the programme's performance is what the CUSTOMER believes it should be, or that it meets the particular needs of the CUSTOMER.

The Service and its Adaptations are complex IT applications. The CUSTOMER acknowledges and accepts that with current technological standards it is not possible to develop computer applications absolutely free of errors or to ensure their uninterrupted operation. SAGE undertakes to develop its products and provide its services with the utmost diligence, but shall not be liable for any other damages resulting from the use or inability to use the software in any way (including upgrades or customizations).

The Parties shall not be liable for indirect damages or damages resulting from events or circumstances beyond their control, or unforeseeable, and which effectively prevent compliance with these Terms and Conditions, such as a fire, flood, earthquake, riot,

explosion, strike or any other circumstance which effectively affects the subject matter of these Terms and Conditions.

Under no circumstances can SAGE be held liable for:

- The consequences of the CUSTOMER'S failure to comply with the instructions provided by SAGE, anomalies arising from specific environments or developments not carried out by SAGE.
- Destruction or deterioration of files or programmes belonging to the CUSTOMER.
- Indirect damages recognised by the jurisprudence of Spanish courts and, in particular, commercial damages, loss of customers, loss of orders, damage to brand image.

Under no circumstances shall SAGE'S liability for any damages directly attributable to it exceed: (a) in the case of non-recurring products or services, such as user licenses or professional services, the amount paid by the CUSTOMER to SAGE for the particular products or services to which the cause of the damage is attributed, or (b) in the case of recurring products or services, the amount paid by the CUSTOMER during the last year for the particular product or service to which the cause of the damage is attributed.

The limitation set out above shall not apply in the case of wilful or intentional misconduct.

The provisions of this clause establish an allocation of risk between SAGE and the CUSTOMER. The price of the Service reflects this distribution, as well as the limitation of liability described above.

**12.3 Liability of the CUSTOMER in the use of the Service.** The CUSTOMER acknowledges that it alone has the ability to control and know the content of the data or information transmitted or hosted on or through the Service.

The CUSTOMER guarantees that it has all permission for its use and/or distribution of the information and data of any kind hosted by SAGE and is solely responsible for the consequences of its availability to the public, even in a restricted form on the Internet. In particular, it is solely liable for damages suffered by SAGE, if applicable, due to the presence of illegal data on the CUSTOMER'S websites, such as defamatory and racist statements.

In the event of non-compliance with legal provisions on this matter established by a judicial authority, or in the event of a court order issued to remove content hosted on the Service, SAGE may take the necessary measures to remove this content or prevent access, and shall inform the CUSTOMER of this.

In the event of a complaint from a third party to SAGE alleging that the CUSTOMER'S data is harmful to it or that the content is unlawful, SAGE shall inform the CUSTOMER without delay. If the content is not removed, the CUSTOMER shall indemnify SAGE for any damages that SAGE may suffer or be exposed to as a result of the claim. Notwithstanding the foregoing, SAGE may take any useful measure to remove access to unlawful content



or make it impossible to access such content and shall inform the CUSTOMER accordingly.

The suspension or interruption of the service or the restriction of access to certain content for these reasons shall not entitle the CUSTOMER to any compensation whatsoever. In addition, the CUSTOMER shall remain liable to SAGE for the payment of the corresponding fees for the provision of the Service and, if applicable, during the entire period of suspension or interruption for the reasons stated above.

**12.4 Responsibility of the CUSTOMER in the use of AI Systems.** The CUSTOMER assumes all responsibility for the use of the Output Data generated by AI Systems. It is the responsibility of the CUSTOMER to check that the Output Data is accurate, truthful and complies with all applicable regulations prior to any use of the Output Data. To the extent permitted by law, SAGE shall not be liable for any consequences arising from the use of the Output Data, including any errors, omissions, losses or damages suffered by the CUSTOMER or any third party. Furthermore, it is the responsibility of the CUSTOMER to ensure that the use of the Output Data does not infringe any third party rights and complies with all applicable regulations. SAGE shall not be liable for any claims by third parties alleging infringement of their intellectual property rights due to the CUSTOMER'S use, reproduction or distribution of the Output Data.

### **13. THIRD-PARTY SERVICES.**

The performance of any third party products or programs included in or run in connection with the Service will vary depending on the actual service purchased; the scope of such services will be determined by the commercial or technical information agreed to or provided by SAGE.

### **14. INTERNET.**

Certain parts of the Service may allow the CUSTOMER and/or the CUSTOMER'S Users to access websites whose content allows them to purchase products and services from third parties. It is the sole responsibility of the CUSTOMER to ensure that it complies with the requirements and obligations that the third party imposes on the CUSTOMER or, where applicable, its users.

Under no circumstances shall SAGE be deemed to have endorsed the content of any third party websites accessible through the Service, nor can SAGE be deemed to make any representation or warranty of any kind and cannot be held responsible in any way for the content or use of any third party website and/or the procurement and use of third party products and services. The same applies to any exchange, any payment made or any Terms and Conditions concluded between the CUSTOMER and a third party.

The CUSTOMER declares that it is fully aware of the Internet, its characteristics and limitations, and acknowledges in particular that:

- Data transmissions on the Internet are only relatively reliable from a technical point of view, as they circulate over heterogeneous networks with different characteristics and technical capabilities which are sometimes saturated at certain times of the day;

- Specific networks may be subject to special agreements and access restrictions that will not permit access to the Software/Service;
- Users of the Software/Service may be located anywhere in the world, and the content of the Service may be reproduced, performed or distributed more generally without any geographical limitation;
- The data circulating on the Internet are not protected against possible misappropriation and the communication of passwords, confidential codes and, more generally, any information of a sensitive nature is carried out by the CUSTOMER at its own risk;
- The provision of Service content to users may be subject to intrusion by unauthorised third parties and may, as a result, become corrupted despite SAGE's provision of password-protected access.

## **15. HOSTING INFRASTRUCTURE AND AI SYSTEMS**

**15.1 Hosting on Microsoft Azure platforms.** The CUSTOMER understands and agrees that SSM may use AI Systems hosted on Microsoft's Azure application platform under the terms and conditions specified in the Microsoft Azure Legal Information, available at <https://azure.microsoft.com/es-es/support/legal/>. Any use of the Service constitutes unreserved acceptance of these terms and conditions. This platform is accessible 24 hours a day, 7 days a week.

In the event of a change in the hosting platform for the AI Systems during the performance of the Contract, Sage shall inform the Customer no later than three (3) months prior to such migration.

**15.2 Hosting on Amazon Web Services platforms.** The Customer understands and agrees that SSM may be hosted on Amazon's AWS Application Platform, a cloud computing and services platform hosted in Amazon's data centres. Therefore, the Customer's Use of the Service is subject to the following Amazon terms, conditions, and policies of: (i) AWS Privacy Statement available at: <https://aws.amazon.com/es/privacy/>, (ii) AWS Terms of Service available at <https://aws.amazon.com/es/service-terms/> and (iii) AWS Use Policy available at <https://aws.amazon.com/es/aup/>. Access to and use of the Service constitutes full and complete acceptance of the above AWS Terms of Use and any use contrary to the above is strictly prohibited under this Contract.

The data centres where the Service can be hosted are state-of-the-art in terms of current standards for hosting critical application servers.

The Customer may obtain information on the characteristics of the data centres used by Sage by consulting the following page: <https://aws.amazon.com/es/compliance/data-center/controls/>.

**15.3 Artificial Intelligence Assistant.** SSM'S AI Assistant is based on the Artificial Intelligence services of OpenAI, L.L.C. (hereinafter referred to as "OpenAI") in order to provide you with the best possible experience by connecting through the OpenAI API. This means that, by using the Assistant, OpenAI can access your personal data and information and you agree to all the provisions relating to the use of AI Systems contained in this Contract, as well as the following:

- You may not include any personal information regarding children under the age of 13 or the applicable age of digital consent, or allow minors to use the AI Assistant without the consent of their parents or guardians.
- The CUSTOMER represents and warrants that it has all the necessary rights, licences and permissions to provide information/data (either its own information or third party data) to the model.
- The technology used does not possess the ability to think, reason or understand context in the same way that a human does. As a result, the information provided may sometimes lack nuance or fail to address complex issues in a comprehensive manner. Users are encouraged to seek professional advice or consultation where applicable.
- The User is solely responsible for how they use the information generated by the AI Assistant and no liability is accepted for actions taken on the basis of AI generated content or for any consequences that may arise from such actions.
- By using the AI Assistant you agree that your interactions, inputs and any results generated may be collected and used to improve AI performance and enrich the user experience. Please see the Privacy Policy for more information.
- The AI Assistant plugin is provided as is, without any warranty and we are not liable for the completeness, timeliness, validity, copyright compliance, legality or any other aspect arising from the use of this plugin. We assume no responsibility for any damage, losses or other liabilities that may occur as a result of the use of this plugin or for any actions taken by OpenAI in connection with the use of the API. In the event of the unavailability of an AI System, SAGE shall make every effort to restore the AI System in question as soon as possible.
- Input and Output Data derived from the use of the IA System shall be deleted within 30 days after the end of the Contract.
- SAGE's limitation of liability in the event of a breach related to the AI Assistant shall be limited to the amount paid by the CUSTOMER to SAGE for the SSM solution during the last year.
- SAGE may, at its sole discretion (i) modify any AI System integrated into the Service; (ii) cease marketing all or part of an AI System integrated into or provided with the Service.

## **16. SUSPENSION OF SERVICE**

SAGE reserves the right to immediately and automatically suspend the Service in the following cases:

- to carry out maintenance operations or in case of emergency;
- if the use of the Service presents a security risk, is abnormal, endangers the performance of the Service or is deemed by SAGE to be fraudulent;
- in the event of an attempted attack or an attack on the security of the Service;
- if the other Party fails to fulfil its obligations under the provisions governing the distribution of the Service.

To the extent possible, SAGE shall inform the other Party in advance, by any means at its convenience, of the suspension of the Service and the duration of such suspension. In the event of suspension, SAGE shall be relieved of its obligation to provide the Service and shall not be liable for any damages resulting from such periods of suspension.

## **17. ASSIGNMENT.**

The CUSTOMER'S rights hereunder may not be assigned, sub-licensed, sold or transferred by the CUSTOMER without the prior written consent of SAGE.

Notwithstanding the foregoing, SAGE may assign the agreement with the CUSTOMER without the CUSTOMER'S prior consent to any SAGE Group Company or any third party of its choice.

## **18. SUBCONTRACTING.**

The CUSTOMER acknowledges and agrees that SAGE may subcontract (in whole or in part) the performance of the Services to any third party of its choice, in which case it shall inform the CUSTOMER and shall remain liable to it for compliance with these Terms and Conditions.

## **19. CONFIDENTIALITY.**

The Parties may, in accordance with these Terms and Conditions, have access to confidential information belonging to the other Party. Confidential Information means any information or data of a technical, commercial, financial or any other nature that is transmitted between the Parties, including, by way of illustration, any written or printed documents, drawings, samples, models or, more generally, any means or medium of disclosure, excluding AI Data. The provisions of these Terms and Conditions, sales and marketing plans, pricing and payment information, technical and technological information, product design and operational processes are expressly deemed to be Confidential Information.

The Party receiving the Confidential Information shall take all reasonable steps to prevent any unauthorised use, disclosure or publication of the Confidential Information. Each Party shall ensure that its employees, subcontractors or agents who have access to Confidential Information provided by the disclosing Party only do so to the extent necessary to achieve the purposes of these Terms and Conditions and are informed of the obligation to keep this Information confidential.

Obligations relating to Confidential Information do not apply to information that is:

- Known to the receiving Party without any duty of confidentiality at the time of disclosure by the other Party, or
- In the public domain without the event being attributable to a breach by the receiving Party, or
- Legitimately obtained by the receiving Party from a third party who, in making this disclosure, is not in breach of any duty of confidentiality, or independently developed by the receiving Party, or

- Disclosed by the receiving Party with the prior written consent of the Party to which they belong.

If a Party is compelled by legal or administrative procedures or any other legal obligation to disclose Confidential Information belonging to the other Party, it shall use all reasonable means to obtain confidential treatment of such information and shall give prior notice to the other Party.

The obligations of the Parties under this clause shall remain in force for the duration of these Terms and Conditions and for two (2) years after their termination.

## **20. TECHNOLOGICAL EVOLUTION.**

The Service is designed and developed to operate within the current technological framework. The CUSTOMER acknowledges and accepts that there may be variations or alterations in this technological framework that are beyond the control of SAGE and that may affect the operation of the Service, even to the extent of partially or totally disabling its use, in which case it shall not be understood that there is a breach by SAGE. Such changes, including by way of illustration: operating systems; communication protocols, internet browsers, databases, hardware industry standards, programming languages. In such circumstances, SAGE cannot assure the use or proper functioning of the software and therefore assumes no obligation or liability for any contingencies arising directly from such causes.

In the event of a technological evolution as described in the previous paragraph, SAGE shall notify the CUSTOMER as far in advance as possible and the CUSTOMER may choose to terminate this Contract in the event that it is impossible to use the Service without this implying a breach of contract.

Where possible, SAGE will provide advance notice of such alterations and their potential impact on the operation or use of the Service.

## **21. FORCE MAJEURE.**

The fulfilment of these Terms and Conditions may be suspended if one of the Parties is affected by a case of force majeure. In such a case, the party affected by the case of force majeure must notify the other party of the existence of the force majeure. This notification will result in the suspension of these Terms and Conditions for the period mentioned in the notification letter. This period shall not exceed one month.

If, at the end of this period, the case of force majeure persists, the Party concerned may notify the other Party of the termination of this Contract. This decision shall take effect on the day of notification. In any event, no amount paid by the CUSTOMER shall be refunded by SAGE. Under this article, the Parties reject any possibility of terminating this Contract with retroactive effect.

For the purposes of this clause, the Parties agree that cases of force majeure or fortuitous events, other than those generally found in the jurisprudence of Spanish courts, are considered to be the following: total or partial strike action, blockage or interruption of telecommunications networks or electrical supplies, blockage of means of transport or

supply for any reason, natural disasters, epidemics, earthquakes, fires, supervening governmental or legal restrictions or state of war.

## **22. WAIVER.**

The failure of a Party to avail itself of a right it has under these Terms and Conditions shall not be construed as a waiver of that right in the future.

The CUSTOMER waives any claim or action against SAGE in connection with compliance with these Terms and Conditions that may be made more than twelve (12) months after the event giving rise to such claim.

## **23. PERSONAL DATA**

**23.1 Signatories' clause.** Both Parties shall make it known that the personal data of the signatories to these Terms and Conditions will be processed by each Party, as the Data Controller, with the main purpose of managing the contractual relationship and, in the event that the data refer to the natural contact persons of the legal person, also for the maintenance of the commercial relationship between the Parties.

Data Subjects may exercise their rights of access, rectification, erasure, objection, restriction of Processing, data portability and the right not to be subject to automated individual decisions, so that they may request human intervention in the decision-making process, by sending an email to [privacyiberia@SAGE.com](mailto:privacyiberia@SAGE.com). If Data Subjects consider that the response to any of their requests for Data Subject rights is not satisfactory, the Parties shall inform them of their right to lodge a complaint against the responding Party with the Spanish Data Protection Agency.

The other purposes of the Processing, as well as detailed information on data protection, can be found in the Privacy Statement on the website, <https://www.forcemanager.com/privacy-policy/>, information that each Party undertakes to transmit to any representative or contact person whose data it has provided to the other Party within the framework of the contractual relationship and who is not involved as a signatory to these Terms and Conditions.

**23.2 Processing of CUSTOMER Data.** The CUSTOMER agrees and acknowledges that SAGE, in order to enforce these Terms and Conditions or protect the integrity of the Service, may access and/or download CUSTOMER Data.

SAGE undertakes to process the CUSTOMER Data in accordance with the terms and conditions defined in the Data Processing Agreement, accessible at the following link: <https://www.SAGE.com/es-es/aviso-legal/terminos-y-condiciones/SAGE-global-dpa/>.

## **24. COMPLIANCE WITH EMPLOYMENT LAW STANDARDS.**

**24.1. Employment Relationship.** SAGE staff remain in all circumstances under its hierarchical and disciplinary authority. SAGE guarantees, in its capacity as an employer, the administrative, accounting and social management of the employees involved in the provision of the services set out in this document.

If SAGE personnel are required to access the CUSTOMER'S premises in order to fulfil SAGE's obligations under these Terms and Conditions, this must take place during the opening hours of the CUSTOMER's premises.

Working hours will be defined by SAGE.

In addition, SAGE personnel shall comply with the CUSTOMER'S internal rules defining access, hygiene and safety conditions, which must be supplied to the CUSTOMER upon arrival at the premises in question.

Except for security reasons and in case of emergency, the CUSTOMER is prohibited from giving instructions of any kind to this personnel. Any requests or instructions should be directed to the CUSTOMER's contact person appointed by SAGE.

**24.2. Social obligations.** SAGE declares that all its employees are duly registered as employees in the corresponding Social Security system. At the express request of the CUSTOMER, and when required by labour and social legislation, SAGE will provide a certificate of being up to date with its Social Security obligations.

## **25. NON-RECRUITMENT OF STAFF.**

The CUSTOMER waives the right to recruit or propose to recruit any SAGE employee, directly or through an intermediary, in connection with the provision of the Service that is the subject of these Terms and Conditions, regardless of their specialisation and even if the initial request is made by the employee. This waiver is valid for the duration of these Terms and Conditions and for a period of twelve (12) months from the expiry of this waiver.

In the event that the CUSTOMER fails to comply with this obligation, the CUSTOMER agrees to compensate SAGE by paying SAGE a lump sum equal to the gross salary that this employee has received during the twelve (12) months prior to their departure.

## **26. FIGHT AGAINST FRAUD AND CORRUPTION.**

Each Party agrees and shall ensure that related third parties:

- Comply with all applicable anti-fraud and anti-corruption laws, regulations and codes (the "Anti-Fraud Provisions").
- Do not commit any act that may contravene any of the Anti-Fraud Provisions.
- Refrain from any act or omission that may cause the other party to violate the Anti-Fraud Provisions.
- Notify the other party as soon as possible of any request for financial benefit or any other undue advantage received by it in connection with these Terms and Conditions.
- Establish and maintain during the term of this Agreement its own policies and procedures to ensure compliance with the applicable Anti-Fraud Provisions and enforce them as appropriate.

## **27. INTERNATIONAL SANCTIONS.**

The CUSTOMER confirms that:

- At all times during the term of this Contract, it will conduct its business in compliance with all laws, regulations and sanctions regimes established by relevant authorities, including but not limited to the Office of Foreign Assets Control (OFAC), the UN, UK and EU sanctions.
- Neither it nor any of its Affiliates is included on any "denied persons list" (or equivalent sanctions list) in violation of any restrictions, sanctions, laws or regulations, and that neither it nor its Affiliates control or are controlled by politically exposed persons.
- It has and will maintain adequate processes and controls for the duration of this agreement to ensure and be able to demonstrate compliance with this clause.

The CUSTOMER shall not permit Users to access or use the products or services subject to this agreement in violation of any export or sanction laws or regulations of the United States or in any Restricted Territory. Such use and/or access is not permitted by SAGE and shall constitute a material breach of this Agreement, and where SAGE becomes aware or suspects that the CUSTOMER (or any of its Users) is using, accessing, or otherwise permitting access from any Restricted Territory in violation of such laws or regulations, SAGE may immediately suspend use of SAGE products and services to the extent it deems necessary and without notice. SAGE will promptly notify the CUSTOMER of this suspension and investigate any possible violation.

The CUSTOMER shall immediately notify SAGE if it or its Affiliates have breached this clause, or if a third party has reasonable grounds to believe that the CUSTOMER or its Affiliates have breached it.

In the event that SAGE has grounds to suspect that the CUSTOMER is using/accessing the products or services in violation of this clause, the CUSTOMER shall provide all cooperation and assistance to SAGE regarding its use of SAGE'S products and services in compliance with this clause.

The CUSTOMER shall indemnify and hold SAGE harmless against any loss, liability, damages, costs (including legal fees) and expenses incurred by SAGE or its Affiliates as a result of the CUSTOMER'S (or User's) breach of this clause.

## **28. APPLICABLE LAW AND JURISDICTION.**

These Terms and Conditions are governed by Spanish law, to the exclusion of any other legislation.

Any dispute related to the interpretation or fulfilment of these Terms and Conditions shall be under the exclusive jurisdiction of the courts and tribunals of the city of Madrid, regardless of the place of where these Conditions are fulfilled, the domicile of the defendant and with express waiver of any other jurisdiction that may correspond to it.



