

Christy Winer
 Sage Intacct, Inc.
 300 Park Ave, Floor Suite 1400
 San Jose, CA 95110
 (408) 878-0900



Date: 30-Jun-2022
Offer Expires: 30-Jun-2022
Quote #: Q-258206

Order Schedule

Prepared For:

Name: Peter Puterbaugh

Company: Central Florida Regional Workforce Development Board Inc., DBA CareerSource Central Florida

Address: 390 N Orange Ave, Ste 700
 Orlando, FL 32801

Phone: (407) 531-1222 ext. 2005

Email: pputerbaugh@careersourcecf.com

Bill To:

Name: Peter Puterbaugh

Company: Central Florida Regional Workforce Development Board Inc., DBA CareerSource Central Florida

Address: 390 N Orange Ave, Ste 700
 Orlando, FL 32801

Phone: (407) 531-1222 ext. 2005

Email: pputerbaugh@careersourcecf.com

Subscription Term Length: 16 (months)

Subscription Period: 15-Jul-2022 through 14-Nov-2023 includes 4 free month(s) at the end of your subscription period. (free months do not apply to any Monthly Services).

Subscription Invoicing: Annual subscription fees begin on the start date of your paid subscription period, with such fees invoiced annually at the beginning of each paid subscription period.

Subscription Payment Terms: Net 30 from date of invoice.

Products

Sage Intacct Services

Product Name	Description	Quantity	Term List Price	Unit Disc.	Total Price
Intacct Financial Management (for a Single Business Entity)	Intacct Financial Management includes the following - General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Standard Reports, Dashboard, Customization Services.	1.00	5,700.00	1,140.00	4,560.00
User License - Business User	Users with unlimited access rights to all applications. Can be restricted based on permissions assigned by an Administrator.	8.00	2,880.00	576.00	18,432.00
Intacct Employee User 10 Pack	Ten (10) additional employee user pack with limited access rights which include: Read only access to the Dashboard; Ability to enter/approve expense reports, timesheets and/or purchase requisitions. Also includes read only access to any additional applications built on the Intacct Platform.	1.00	1,500.00	493.98	1,006.02

Product Name	Description	Quantity	Term List Price	Unit Disc.	Total Price
Intacct Platform Services - Standard	Intacct Platform - Standard includes the ability to deploy up to 2 applications on the Intacct Platform with up to 10 custom objects and 10,000 custom records. A minimum of Standard is required for the deployment of any Platform application, including Intacct Ready Partner or other 3rd party applications.	1.00	0.00	0.00	0.00
Intacct Web Services - Standard	Required for the deployment of any application using Intacct Web Services, including Intacct Marketplace Partners.	1.00	0.00	0.00	0.00
Intacct Collaborate	Intacct Collaborate enables in-context team communication around transactions and other key elements of Intacct. It captures dialogue and decisions for later reference, in Intacct, your system of record. If you use Salesforce, you have the option of further streamlining communication between your Salesforce users and Intacct users for cross-team communication for all synchronized objects. Salesforce synchronization requires Intacct CRM Integration for Salesforce.	1.00	0.00	0.00	0.00
Intacct Buy With Confidence Guarantee	Our "Buy With Confidence" program applies to the Sage Intacct Services and includes guaranteed system uptime and disaster recovery protection. Details of the Buy With Confidence program are available at https://www.sageintacct.com/customer-terms .	1.00	0.00	0.00	0.00
Intacct Essential Support	Essential Support is included as part of the Intacct subscription for all Direct Customers. Essential Support gives your company direct access to the Intacct Customer Community – a path to submit cases, check the status of cases and search our comprehensive knowledgebase for answers to questions. This is also where your company can recommend product enhancements as well as vote on product enhancement requests submitted by others. Support hours 24X5 M-F, PT; US Holidays and after hours support available for P1 cases; access to support via phone or Intacct Community for two designated users; all submitted cases will receive an acknowledgement within 1 business hour (P1), 4 business hours (P2), 8 business hours (P3); via Case Comment and email notification, or by phone.	1.00	0.00	0.00	0.00
Intacct Application Hosting, Infrastructure and Security Services	Hosting of Intacct Applications at a secure top tier data center, and disaster recovery services at a separate secure data center in a different geographic locale, described in detail in the Buy With Confidence program. Additionally, data is backed up to tape and stored off-site.	1.00	0.00	0.00	0.00
Limited Use License - Business User	User is accessing only a single right of a Business User license. Must be restricted to the stated permission by an Administrator. User may not be part of the finance or accounting staff. Examples of uses (nonexclusive): Payment Approvals, Invoice Creation, Project Creation, Seasonal use for less than 3 months, Part-Time Collections Staff)	130.00	2,880.00	2,592.00	37,440.00
Sage Intacct Learning Membership	Allows employees access to a library of on-demand courses through the Sage Intacct Learning Center	1.00	1,200.00	0.00	1,200.00

Product Name	Description	Quantity	Term List Price	Unit Disc.	Total Price
Sage Intacct Grants Tracking and Billing	Grants Tracking and Billing allows you to create records with descriptive elements and tag select financial transactions (AP bills, purchasing transactions, AR invoices, order entry transactions, and journal entries) with specific grant information for reimbursement request generation, invoicing if needed, analysis, and reporting. When combined with nonprofit revenue recognition, it also enables revenue recognition based on condition/barrier complete milestones. Includes Intacct Basic Project Tracking and Intacct Time and Expense.	1.00	6,960.00	2,292.07	4,667.93
Intacct Nonprofit Spend Management	Intacct Nonprofit Spend Management enables organizations to prevent expenditures beyond committed resources. Configure warning or prevention of spending. Provide insight and controls to deliver on their mission and commitment.	1.00	2,220.00	731.09	1,488.91
Sage Intacct Nonprofit Fixed Assets	Sage Intacct Fixed Assets enables you to easily add & track assets including serial numbers, warranty information and depreciation.	1.00	3,240.00	1,067.00	2,173.00
Sandbox Development Environment	Annual fee to establish access to a "Sandbox" or "Copy Company" environment which will enable the Client to perform testing, training, integration modeling, etc. in a non-production copy company environment. The fee is 10% of the current list price of the company's production account and includes 1 Sandbox or Copy Company and up to 4 refreshes a year to that Sandbox. Additional refreshes are charged at the standard hourly Professional Services rate. Each additional Sandbox or Copy Company requires an additional purchase at 10% of the current list price.	1.00	42,402.00	38,161.80	4,240.20
Sage Intacct Allocations	Allocations is designed to dynamically pull account source balances and automate the distribution across dimensions according to the basis calculation method specified at run time.	1.00	6,960.00	2,292.07	4,667.93
Sage Intacct Services Total:					USD 79,875.99

Grand Total: USD 79,875.99

TERMS:

This Order Schedule is subject to the Terms of Service located at <https://www.sageintacct.com/customer-terms-us/tos>, as amended from time to time ("Terms"), which are incorporated herein by this reference with the same force and effect as if they were given in full text. Company represents that it has reviewed the Terms and expressly agrees to them as of the Effective Date and in their then-current form on the date of any renewal of the Agreement. Prices shown above do not include any taxes that may apply.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers or representatives, either by signature below or by electronic signature through DocuSign.

**Central Florida Regional Workforce Development Board Inc., Sage Intacct, Inc.
DBA CareerSource Central Florida**



(Authorized Signature)

(Authorized Signature)

Pamela Nabors - President/CEO

(Printed Name and Title)

(Printed Name and Title)

06/30/2022

(Signature Date)

(Signature Date)

Exhibit A

Additional Terms and Conditions

The following terms are added to, and in the event of a conflict prevail over, the Terms:

- 1. Section 3.1 (Availability). Without limiting Sage Intacct's obligations under this Section of the Terms, Sage Intacct will comply with its then-current information security management program, as updated from time to time, and currently available at <https://www.sageintacct.com/information-security-management-program>.
- 2. Section 9.2 (Our Warranties). The following language is added at the end of the sentence of Section 9.2 of the Terms regarding our warranties:

"and (iv) that Sage Intacct is not on any suspension, discrimination, or disbarment list and has not committed any crime that would prevent it from legally doing business with Company."

3. Section 12.1 (Compliance With Laws). Without limiting our obligations under Section 12.1 of the Terms, Sage Intacct will comply with all federal and state equal opportunity employment laws.
- 4. Section 12.15 (Governing Law; Dispute Resolution). Notwithstanding anything to the contrary in the Terms, the applicable law to the agreement shall be Florida law (excluding conflicts of laws rules), and the venue for dispute resolution (other than equitable relief) shall be Orange County, Florida.
- Notwithstanding anything to the contrary in the Terms, renewal of the Agreement will require both parties' express written consent.
- Any price increase will be limited to zero percent (0%) per annum for the first two annual renewal terms (year 2 and year 3 of the subscription) and five percent (5%) per annum for the third and fourth annual renewal terms (year 4 and year 5 of the subscription) for those subscription items on the original Order Schedule, provided the subscription amount for each renewal remains substantially the same as the original Order Schedule.
- The initial subscription term includes free month(s) at the end of the subscription period as indicated above. Any free months included in the subscription period do not apply to monthly services.
- Intacct Financial management includes up to two hundred (200) bank account connections through bank feeds. Bank feeds provide electronic access to thousands of financial institutions for bank reconciliations and matching payments to invoices.

Terms of Service - United States

These terms govern the use of the Services and are an agreement between you and the Sage company identified below.

1. Definitions

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with, the subject entity, where **“control”** is the direct or indirect ownership or control of at least a majority of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues.

“Agreement” means these terms, your Order(s), any Statement(s) of Work between you and us, and any attachments, exhibits and annexes hereto or to an Order or a Statement of Work.

“Customer Data” means the data submitted by Users, or otherwise on your behalf, into the Services.

“Documentation” means the online or written user guides, specifications, and manuals regarding the Services made available by Sage, and any updates thereto.

“Effective Date” (i) of the Agreement means the date when the first Order is signed by both you and us, and (ii) of an Order means when the Order is signed by both you and us.

“Force Majeure” means an act of God (e.g., a natural disaster, accident or epidemic) or another event outside of reasonable control of the party seeking excuse of performance (e.g., acts of war, terrorism, government authority or by another third party outside the party’s control).

“Intellectual Property Rights” means rights recognised by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), mask work rights, trade secret rights, trademarks, service marks, know-how and domain name rights.

“Order” means an ordering document (such as an Order Schedule) executed by you and us for subscription to Services and/or, if applicable, for the provision of professional services by us.

“Sage” means The Sage Group plc or an Affiliate thereof.

“Sage Data” means the information on the Order, data about the configuration and use of the Services, Usage Data, the Documentation, and other information provided to you via login in the Services or otherwise by Sage in the course of performance under this Agreement, other than Customer Data.

“Services” means the products and services ordered by you under an Order and made available online by Sage, including any associated offline or mobile components, but excluding Third-Party Services. The Services include any modifications, enhancements, updates, revisions and derivative works thereof.

“Statement of Work” means a statement of work between you and Sage for the provision of consulting or other professional services by Sage related to the Services.

“Third-Party Service” means any product (e.g. software, cloud services, or forms), tool (e.g. integration or development tools) or service (e.g. implementation, configuration, development or accounting) provided by a party other than Sage (a **“Third-Party Provider”**).

“User” means a named individual authorized by you to use the Services, for whom you have purchased a subscription, and who has been supplied with user credentials for the Services by you or by us at your request.

“we”, “us” or “our” means Sage Intacct, Inc.

“you” or “your” means the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then: (i) the signatory represents that he/she has the authority to bind such entity to the terms of this Agreement; (ii) **“you”** and **“your”** refers to such entity; and (iii) you may be referred to as “Company” in Orders.

Other capitalized terms have the respective meanings given to them elsewhere in this Agreement.

2. Usage Rights

0. Access to the Services. Subject to the terms and conditions of this Agreement and your payment of all applicable fees, we grant you a limited-term, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) right to access and use the Services specified in your Order(s) solely for your internal business purposes.
1. User Subscriptions. Unless otherwise noted on an Order, Services are purchased as time-based subscriptions. Each User must have a valid subscription for the Services. User subscriptions are for named Users and cannot be shared with other person(s) but may be reassigned to new named Users from Users who cease using the Services. We reserve the right to monitor your use of the Services to effect this Agreement and/or verify compliance with any subscription limits and this Agreement.
2. Your Responsibilities. You are responsible for: (i) the confidentiality of User access credentials that are in your possession or control; (ii) setting up appropriate internal roles, permissions, policies and procedures for the safe and secure use of the Services, (iii) the activity of your Users in the Services; and (iv) your Users’ compliance with this Agreement and the Documentation. You must notify us promptly if you become aware, or reasonably suspect, that your account’s security has been compromised.
3. Restrictions. Except as expressly authorized by us prior to each instance, you shall not: (i) provide the Services to any third party other than your Users, use the Services as a service bureau, or otherwise violate or circumvent any use limitations or restrictions set forth in an Order, the Service or the Documentation; (ii) derive the source code or use tools to observe the internal operation of, or scan, probe or penetrate, the Services; (iii) copy, modify or make derivative works of the Services; (iv) remove any proprietary markings or notices from any materials provided to you by us; (v) frame or mirror the Services or any part thereof; or (vi) use the Services: (a) to send spam, duplicative, or unsolicited messages in violation of applicable

laws or regulations; (b) to store sensitive data such as bank account data, social security (or equivalent) numbers and credit card data outside of the designated fields therefor; (c) to send or store material that violates the rights of a third party; (d) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (e) for any other illegal or unlawful purpose. You may not knowingly facilitate or aid a third party in any of the foregoing activities.

3. Availability and Support

0. Availability. We will use commercially reasonable efforts to maintain availability of the Services 24 hours a day, 7 days per week, subject to planned maintenance, Force Majeure events, and the terms of this Agreement. We will endeavour to schedule planned maintenance affecting the availability of the Services at non-peak times, and you will receive reasonable advance notice (which may be posted within the Services or otherwise) of such planned maintenance. We will use commercially reasonable efforts to notify you as soon as reasonably practical of any unplanned downtime of the Services and resolve the issue as soon as practical.
1. Changes. In the event that your use of the Services interferes with or disrupts the integrity, security, availability or performance of the Services, we may modify or temporarily restrict or suspend your use of the Services. The parties will cooperate in good faith to resolve the issue as soon as reasonably possible.
2. Technical Support. Your Users who have undergone training for users of the Services will receive technical support for the Services and/or upgraded support in accordance with the terms of the Order. Technical support may, at our discretion, include on-line help, FAQs, training guides and templates and the use of email, chat or live help. We are not obligated to maintain or support any customization to the Services or any Third-Party Service, even if sold by us, except under a separate agreement signed by the parties.
3. Professional Services. We may also provide professional services, such as implementation, training or consulting. Any such services are outside the scope of the Services and require a Statement of Work or a separate written agreement between the parties.

4. Fees and Payment

0. Fees. Fees are in the currency specified on the Order. From time to time, we may change our fees. You will be notified at least 30 days in advance before we apply any fee changes to your Services subscriptions. Unless otherwise set forth in an Order, such changes will not affect the prices for Services during the then-current subscription term and will become effective upon your next renewal term that commences at least 30 days after our notification of the fee change.
1. Add-Ons. If, during a then-current subscription term, (i) you add additional volume or licenses to items that you are already subscribed to, such

increased subscriptions will be billed at a prorated amount at the price of the underlying preexisting subscription, and (ii) you add new subscriptions to items that you are not already subscribed to, such items will be billed at a prorated amount at the then-current list price.

2. Billing and Contact Information. You agree to provide us with complete and accurate billing and contact information, including a specific technical contact if applicable, for your account with us and shall promptly notify us of any change thereto.
3. Taxes. All fees are exclusive of all applicable taxes, levies, and duties, and you shall be responsible for their payment, excluding taxes on our net income. If we are obligated to collect applicable taxes, we will include them on our invoice to you, and you will pay all such amounts to us unless you timely provide us with a valid tax exemption certificate. Each party will timely provide the other with any documents and information as may be required under, or to comply with, applicable tax laws and regulations.
4. Late Payment; Non-Payment. If we do not receive any fees you owe us by the due date specified on your Order, those fees shall accrue interest at the lower of 1.5% per month or the maximum rate permitted by law. Non-payment of any fees for the Services (whether owed to Sage or to a VAR) or of any other amounts due by you to us is a material breach of this Agreement.

5. Proprietary Rights

0. Services. Subject to the limited rights expressly granted hereunder, as between the parties Sage shall own all rights, title and interest, including all Intellectual Property Rights, in and to the Services (including any configurations and customizations thereof), Sage Data and the results of consulting and other professional services performed by Sage or on its behalf. All rights not expressly granted in this Agreement are reserved by Sage.
1. Customer Data. Subject to the limited rights expressly granted hereunder, as between the parties you own all rights, title and interest, including all Intellectual Property Rights, in and to Customer Data. You grant Sage and its subcontractors a worldwide, royalty-free, non-exclusive license to host, copy, transmit, display and use the Customer Data to provide, administer and ensure the proper operation of the Services and related systems and to perform our rights and obligations under this Agreement.
2. Feedback. You may, but are not required to, provide Sage or its VARs or subcontractors with ideas, suggestions, requests, recommendations or feedback about the Services ("**Feedback**"). If you do so, you grant Sage a non-exclusive, worldwide, perpetual, irrevocable license to use, reproduce, incorporate, disclose, and sublicense the Feedback for any purpose.
3. Data Analytics; Product Development. Sage may collect data resulting from Users' use of the Services, such as metadata, performance metrics, and usage trends or volume ("**Usage Data**"). Sage may use Usage Data for its legitimate business purposes, provided that, except to provide the Services,

to assist with the administration of Third-Party Services subscribed by you, or as required by law, any external disclosure or use of Usage Data by Sage will be in an aggregated form that does not identify or otherwise permit the identification of you, any Users or other persons, unless you consent otherwise or initiate the sharing of Usage Data yourself. In addition, Sage may use Customer Data internally for product research, development and innovation, provided that, unless otherwise agreed, personal data contained in Customer Data in an unredacted form shall only be used to provide the Services or customer support or as required to meet our obligations under section 9.3.

6. Confidentiality and Data Security

0. Confidential Information. "**Confidential Information**" means all information of a party or its Affiliates ("**Discloser**") disclosed to the other party or its Affiliates ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Services and Sage Data are our Confidential Information. Customer Data is your Confidential Information.
1. Exceptions. Confidential Information excludes: (i) information that was known to the Recipient without a confidentiality restriction prior to its disclosure by the Discloser; (ii) information that was or becomes publicly known through no wrongful act of the Recipient; (iii) information that the Recipient rightfully received from a third party authorized to make such disclosure without restriction; (iv) information that has been independently developed by the Recipient without use of the Discloser's Confidential Information; and (v) information that was authorised for release in writing by the Discloser.
2. Confidentiality Obligations. The Recipient will use the same degree of care and resources as it uses for its own confidential information of like nature (but no less than reasonable care) to protect the Discloser's Confidential Information from any use or disclosure not permitted by this Agreement or authorized by the Discloser. The Recipient may disclose the Discloser's Confidential Information to its employees, Affiliates and service providers who need access to such Confidential Information to effect the intent of this Agreement, provided that they are bound by confidentiality obligations no less restrictive than those herein. Recipient shall be responsible for any breach of this section by its employees, Affiliates and service providers.
3. Disclosure Required by Law. The Recipient may disclose Confidential Information to the extent required by court or administrative order or law, provided that the Recipient provides advance notice thereof (unless requested or ordered not to do so by law enforcement or a court) and reasonable assistance, at the Discloser's cost, to enable the Discloser to seek a protective order or otherwise prevent or limit such disclosure.
4. Injunctive Relief. A breach of the Recipient's confidentiality obligations may cause irreparable damage, which money cannot satisfactorily remedy, and

therefore the Discloser may seek injunctive relief for any threatened or actual breach of section 6.3 without the need to prove damages or post a bond or other surety.

5. Data Security. We will maintain and enforce an information security program for the protection of Customer Data, including commercially reasonable administrative, physical, and technical measures designed to (i) protect the confidentiality, availability and integrity of Customer Data, (ii) restore the availability of Customer Data in a timely manner in the event of a physical or technical incident, and (iii) ensure the proper disposal and destruction of Customer Data. We will notify you, as required by applicable law, of any actual or reasonably suspected breach of security known to us that has resulted in, or creates a reasonable risk of, unauthorized access to Customer Data without undue delay, consistent with the legitimate needs of law enforcement and with any measures necessary to determine the scope of the breach and to restore the integrity of the Services.
6. Non-Sage Equipment. The Services are provided over the internet via networks only part of which are within our control. Our obligations in section 6.6 apply only to networks and equipment within our control, and we are not responsible for any delay, loss, interception, or alteration of Customer Data on a network or infrastructure outside of our control.

7. Third-Party Services

0. No Endorsement or Warranty. We may present to you, including on our websites, Third-Party Services. We do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any such Third-Party Service or a Third-Party Provider, regardless of whether it is described as “authorized,” “certified”, “recommended” or the like and regardless of whether the Third-Party Service is included in your Order. You should review applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with a Third-Party Provider or obtaining any Third-Party Service. We have no obligation to provide support for Third-Party Services and do not guarantee the initial or continuing interoperability of the Services with any Third-Party Services. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with any feature of the Services on reasonable terms, we may cease providing such feature without liability.
1. Data Sharing. If you obtain a Third-Party Service that requires access to or transfer of Customer Data, you acknowledge that any such access or transfer is between you and the Third-Party Provider pursuant to the Third-Party Provider’s own privacy notices and policies, and that we are authorized to provide the Customer Data as requested by the Third-Party Service. We are not responsible for any modification, loss, damage or deletion of Customer Data by any Third-Party Service obtained by you.

8. Term and Termination

0. Term. All Services subscriptions specified in your initial Order will run for the subscription period set forth therein. If you add subscriptions after the beginning of a subscription period, their initial term will be the remainder of the then-current subscription period, unless otherwise set forth in the Order. All subscriptions will automatically renew for additional subscription periods of one year (or for such different renewal term as set forth in the renewal Order), unless either party gives the other party notice of non-renewal at least 30 days (45 days for Sage People Services) prior to the end of the relevant subscription period. This Agreement will remain in effect until all User subscriptions have expired or the Agreement has been terminated as provided below.
1. Termination. Either party may terminate the Agreement (i) by sending a notice of non-renewal as provided above, (ii) if the other party has materially breached this Agreement, upon written notice to the breaching party of the breach and, if such breach is curable, an opportunity to cure of at least 30 days, or (iii) upon written notice to the other party if the other party becomes the subject of a petition in bankruptcy or another proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If you materially breach this agreement, we may, without limitation of other rights and remedies, temporarily suspend or terminate your access to the Services or withhold further performance of our obligations under this Agreement.
2. Effect of Termination. On expiration or termination of this Agreement: (i) all applicable User licences and other rights granted to you will immediately terminate; (ii) a party's rights, remedies, obligations (including payment obligations) and liabilities that have accrued up to the date of termination shall not be affected; (iii) unless you have terminated the Agreement for our material breach as provided above, we will not be obligated to refund any prepaid and unused fees; and (iv) subject to section 8.5, Recipient shall, at the request of Discloser, delete or destroy Discloser's Confidential Information in its possession or control. Notwithstanding the foregoing, Recipient may retain Discloser's Confidential Information (a) to the extent required by law or governmental authority, or (b) that is automatically stored in accordance with Recipient's generally applicable backup policies ("**Backup Media**"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.
3. Survival. Sections 1, 5, 6, 8, 10, 11 and 12 will survive any expiration or termination of the Agreement.
4. Access to Customer Data. Customer Data may be exported at any time during the term of this Agreement. We will not delete Customer Data from our production environment for up to 90 days after termination or expiration of the Agreement and may assist you with exporting Customer Data during such period at our standard hourly consulting rate. After that 90-day period, we will have the right to delete all Customer Data and will have no further

obligation to make it available to you. Should you desire longer storage of Customer Data, paid archival Services may be available.

9. Warranties

0. Authority. Each party represents to the other that it has the authority to enter into this Agreement, to carry out its obligations under it, and to give the rights and licenses granted herein.
1. Our Warranties. We warrant that: (i) the Services will perform materially in accordance with the Documentation; (ii) we will not decrease the material functionality of the Services during a current subscription term, and (iii) we will perform any professional services in a workmanlike manner and in accordance with industry standards.
2. Remedies. If you notify us in writing that the Services do not conform with any of the warranties in section 9.2, we will use commercially reasonable efforts to investigate and correct any such non-conformance promptly. You will use commercially reasonable efforts to mitigate any damage as a result of such non-conformance. Subject to your right to terminate this Agreement for cause, this section 9.3 and any applicable uptime guarantees and credits in your Order constitute your sole and exclusive remedy for breach of the warranties in section 9.2.
3. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. WE, ON BEHALF OF OURSELVES, OUR AFFILIATES AND LICENSORS, DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT AND (IV) ARISING FROM CUSTOM, TRADE USAGE, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE, OUR AFFILIATES AND LICENSORS DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS, OR THAT THE SERVICES WILL PRODUCE ERROR-FREE MACHINE-GENERATED ANALYSES, BENCHMARKS OR INSIGHTS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES WITH THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD-PARTY PROVIDERS. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, USERS, OR ANY THIRD PARTY.

10. Indemnification

0. Our Indemnification. Subject to section 10.3, we will indemnify and hold you and your Affiliates, officers, directors, employees, and agents harmless from and against any and all costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees and costs (collectively, "**Damages**") to the extent arising out of a third-party claim alleging that the Services infringe or misappropriate the Intellectual Property Rights of a third party, except to the extent that the alleged infringement is based on: (a) a customization or modification of the Services at your direction or by anyone other than us; (b) use of the Services in combination with any service, software, hardware, network or system not supplied by us, if the alleged infringement relates to such combination; or (c) use of the Services in a manner contrary to our written instructions or the Documentation. If the Services infringe, or we reasonably believe they may infringe, Intellectual Property Rights, we may, at our own expense and option: (i) procure the right for you to continue use of such Services; (ii) modify such Services so that they become non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate the Agreement and refund you a pro-rata portion of any prepaid and unused fees for the Services.
1. Indemnification by You. Subject to section 10.3, you will indemnify and hold us and our Affiliates, officers, directors, employees, and agents harmless from and against any and all Damages to the extent arising out of a third-party claim alleging that your collection or use of Customer Data or your use of the Services in breach of this Agreement infringes the rights of, or has caused harm to, a third party, or violates applicable law.
2. Indemnification Procedure. In the event of a potential indemnity obligation under this section 10, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defence and settlement of the claim, at the indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.
3. Exclusive Remedy. The indemnification obligations set forth above represent the sole and exclusive liability of the indemnifying party and the exclusive remedy of the indemnified party for any third-party claim described in this section.

11. Limitation of Liability

0. Limitations. EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, THE PARTIES AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL,

EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR YOUR OBLIGATIONS TO PAY FEES UNDER THIS AGREEMENT AND FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, EITHER PARTY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE SUBSCRIPTION FEES FOR THE SERVICES PAID OR PAYABLE IN THE 12-MONTH SUBSCRIPTION PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, IF SUCH CLAIM ARISES DURING THE FIRST 12-MONTH SUBSCRIPTION PERIOD OF THIS AGREEMENT, DURING SUCH PERIOD.

1. Scope. The exclusions and limitations above apply to all causes of action, whether arising from breach of contract, tort, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss, provided that nothing in this Agreement shall limit or exclude any liability which cannot be excluded or limited as a matter of law. The allocation of risk in this Agreement is reflected in the level of fees payable hereunder. A party may not circumvent the limitations of liability herein or receive multiple recovery under this Agreement by bringing separate claims or claims on behalf of its Affiliates.

12. General Provisions

0. Compliance with Laws. Each party shall comply with all applicable laws and regulations in relation to the Services, including applicable sanctions (including those of the Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom and the European Union), anti-bribery, anti-corruption and tax evasion laws, provided, however, that our compliance with the Health Insurance Portability and Accountability Act of 1996, as amended, requires a separate written agreement by us. Each party shall maintain appropriate controls and procedures to be able to demonstrate compliance with such laws and regulations. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it and its Affiliates are not named on any denied-party (or similar target sanctions) list. You shall not permit Users to access or use the Services in a U.S.-embargoed country or in violation of any U.S. or EU export law or regulation; the current list of restricted territories is Cuba, Iran, North Korea, Sudan, Syria and the territory of Crimea/Sevastopol. Any breach of this section is a material breach of the Agreement.
1. U.S. Government Users. The Services and our Confidential Information are commercial items. If they are being used by or on behalf of the U.S. Government, then the U.S. Government's rights in them will be only those specified in this Agreement, consistent with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable.

2. Unfair Competition. You may not use the Services or any materials provided by us to build a competitive product or service or to benchmark with a non-Sage product or service.
3. Assignment. Neither party may assign any rights or obligations under this Agreement without the other party's prior written consent, except that a party may assign the Agreement in its entirety in connection with a merger, acquisition, spin-off, corporate reorganization or restructuring, or sale of substantially all of its assets. Any attempted assignment in breach of this Agreement shall be void.
4. Remedies Not Exclusive. Except as expressly set forth herein, any remedy in this Agreement is not exclusive of any other available remedy.
5. Third Party Beneficiaries. Certain of the Services may be provided by our Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this Agreement to the extent of such Services. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce it.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering onto this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing shall limit or exclude either party's liability for fraud.
7. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the original provision, with all other provisions in this Agreement remaining in full force and effect.
8. No Partnership or Agency. Each party is an independent contractor, and neither party has any authority to act on behalf of the other. Neither party will represent itself as agent, servant, franchisee, joint venture or legal partner of the other. We are entering into this Agreement as principal and not as agent for any other Sage company, and claims under this Agreement may be brought only against us and not against any of our Affiliates.
9. Waiver. A party's failure or delay to exercise any right under this Agreement will not act as a waiver of such right. Rights may only be waived in writing signed by the waiving party.
10. Force Majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent performance of any obligations under the Agreement is delayed or prevented by a Force Majeure event.
11. Order of Precedence. In the event of any express conflict or inconsistency, the order of precedence shall be: (i) your Order; (ii) these terms (including any annexes or exhibits hereto); and (iii) the Documentation.
12. Updates. From time to time, we may amend these terms. We will notify you of any material changes by promptly sending an email or posting a notice in

the Services. By continuing to access or use the Services after such notice, you are indicating that you agree to be bound by the modified terms. Notwithstanding the foregoing, if the changes have a material adverse impact on and are not acceptable to you, then you must notify us within 30 days after receiving notice of the change. If we cannot accommodate your objection, then the prior terms shall remain in force until the expiration of your then-current subscription period. Any renewed subscription will be governed by our then-current terms.

13. No Publicity. Neither party shall make any public statement about this Agreement or the relationship of the parties governed by this Agreement that identifies the other party without the other party's prior written consent, except that while you are a customer, Sage may use your name and logo in its customer list in a manner that does not suggest endorsement.
14. Governing Law; Dispute Resolution. The validity, construction and application of the Agreement will be governed by the internal laws of the State of California, excluding its conflict of laws provisions. The parties agree to resolve all disputes related to this Agreement by binding individual arbitration before one arbitrator and will not bring or participate in any representative action. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, and shall take place in Santa Clara County, California. Any challenge to arbitrability shall be decided by the arbitrator. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event a party seeks injunctive relief from a court, the parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Santa Clara County, California. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
15. Notices. Except as otherwise specified in this Agreement, any notice required under this Agreement will be in writing and sent by pre-paid mail, courier service or email to the contact address or email last provided in writing to the notifying party by the notified party. Any notice will be deemed received: (i) if sent by pre-paid mail, 48 hours after posting; (ii) if sent by courier, on the next business day; or (iii) if sent by email, at 9 a.m. recipient's local time on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt either expressly or by conduct.
16. Interpretation. Headings are for convenience only and may not be used in interpretation. The words "such as" and "including" do not signify limitation. The Agreement shall not be interpreted against the drafter.

13. Additional Product Terms

0. API and Developer Tools. The following terms apply if we permit you to use our API to connect the Services to a Third-Party Service and/or to use our Developer Tools to develop application(s) that interoperate with the Services:

“**API**” means our application programming interface for the Services, as updated from time to time at our discretion.

“**Developer Tools**” means the development components, developer tools, deployment tools and other documents and materials that we make available from time to time for the development, testing, operating or maintaining of applications that interoperate with the Services.

Subject to your compliance with the terms and conditions of this Agreement and the payment of any applicable fees, we grant you a limited, revocable, non-exclusive, royalty-free, non-transferable, non-sublicenseable license to: (i) use the Developer Tools only to develop, test, operate and maintain software for your use with the Services (“**Your Software**”); and (ii) access the API to process, analyze or display Customer Data. Parts of the Developer Tools provided under open source licenses are governed by such licenses.

As between the parties, we own all right, title and interest in the API and Developer Tools including any configurations, customizations, modifications, enhancements, updates and revisions thereof, and you own all right, title and interest in Your Software, including any configurations, customizations, modifications, enhancements, updates and revisions thereof.

You are responsible for protecting the confidentiality of any API access credentials in your possession or control. You may not share your API access credentials or otherwise act to circumvent any account limitations or restrictions.

In using the API and Developer Tools, you agree to protect the privacy and legal rights of Users and third parties. You represent and warrant that your use of the Developer Tools, API and Your Software: (i) will comply with all applicable laws (including export laws) and regulations; (ii) will not contain any virus, malware, or spyware; (iii) will not violate the terms of this Agreement or any policies established by us for the operation of interoperable applications; (iv) will not adversely impact the speed, security or integrity of the Services; (v) will not circumvent or render ineffective our technological and other measures to secure, protect and control the Services; and (vi) will not use any FOSS in a way that would cause the non-FOSS portions of the Services to be subject to any FOSS licensing terms or obligations. “**FOSS**” (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying modification or redistribution, require such software or derivative works thereof to be disclosed and/or distributed in source code form, to be licensed for purposes of making derivative works, or to be redistributed free of charge. Any breach of this section is a material breach of the Agreement.

We may monitor use of the API for any reason, including quality assurance, improvement of the Services, and verification of compliance with this Agreement. If you use the API to grant access to or export Customer Data from the Services, we are not responsible for any use or misuse of Customer Data obtained through the API.

1. Downloadable Components. The operation of certain modules of the Services requires the use of downloadable software components designed to be installed on desktop or mobile devices ("**Downloadable Components**"). The Downloadable Components are "Services" under the Agreement. Users may need to expressly opt into the use of certain Downloadable Components; in such cases, the operation of the Services which require such Downloadable Components is contingent on such opt-in by Users. We are not responsible for lack of use of the Services due to User refusal to install the Downloadable Components, lack of User opt-in (where required), or User opt-out (where enabled). Conditioned upon your compliance with the terms and conditions of the Agreement, we grant you the following limited, non-exclusive, non-transferable (except as expressly provided herein), royalty-free, revocable license: your authorized Users may download, install and run on supported devices the executable form of the Downloadable Components for purposes of using the Services' modules which utilize the Downloadable Components and for which you have subscribed. In addition to the restrictions of the Agreement regarding the Services, you may not translate, disassemble, decompile, decrypt, or reverse engineer the Downloadable Components, or authorize or knowingly permit a third party to do any of the foregoing, except to the extent such activities are expressly permitted by law notwithstanding this prohibition or by licensing terms governing use of open-source components included with the Downloadable Components. We may, from time to time, update the Downloadable Components. The Downloadable Components and all copies thereof are licensed and not sold, and are protected by applicable law, including United States and foreign copyright laws and international treaties. The licenses in this Section shall terminate at the earlier of the termination or expiration of the Agreement or the termination or expiration of your subscription to the Services' module(s) which utilize the Downloadable Components. Upon license termination, you must cease all use of the Downloadable Components and promptly delete all copies, full or partial, thereof that are in your Users' possession or control. Any service level agreement shall not apply to the Downloadable Components and to the operation of the Services' module(s) dependent, in whole or in part, on the Downloadable Components.
2. Special Product Terms. Certain Services or modules may be governed by additional terms. When agreed by you, such terms will become part of this Agreement. If you subscribe to the Sage People Services, the Salesforce Platform terms available at www.sageintacct.com/customer-terms-us/sfdcsa are incorporated herein by reference and apply to such Sage People Services.

14. Purchase Through a Partner

0. Purchase through an Authorized Reseller. The following supplemental terms apply if you purchase a subscription to the Services through an authorized reseller (such as a VAR) ("**Reseller**"): If you place an order for the Services

with a Reseller then (i) such document shall constitute an Order hereunder, (ii) your payment obligations under such Order shall be to the Reseller, and (iii) your acceptance of such Order shall be an acceptance of this Agreement between you and us for the provision of the Services, provided that any transactions solely between you and the Reseller (such as professional services provided by the Reseller or other Third-Party Services sold by the Reseller) shall not be a part of this Agreement. First-tier technical support for the Services will be provided by the Reseller, unless otherwise set forth in the Order. Non-payment of fees owed to a Reseller under an Order shall constitute a material breach of this Agreement. If you grant a Reseller access to Customer Data or to your Services account, such access shall constitute consent to the disclosure of Customer Data to the Reseller pursuant to section 6 above, and you will be responsible for terminating such access.

1. Purchase through an SIAP Partner. The following supplemental terms apply if you purchase a subscription to the Services through an authorized Sage Intacct accountants program partner ("**SIAP**"): If you purchase the Services from an SIAP then (i) your payment obligations for such purchase shall be to the SIAP and section 4 (Fees) of this Agreement shall not apply to you, and (ii) your acceptance of the ordering document for such purchase shall be an acceptance of this Agreement between you and us for the provision of the Services, provided that any transactions solely between you and the SIAP (such as accounting services provided by the SIAP or other Third-Party Services sold by the SIAP) shall not be a part of this Agreement. Support for the Services will be provided by the SIAP, unless otherwise set forth in a Statement of Work between you and us. Non-payment of fees owed to an SIAP for the Services shall constitute a material breach of this Agreement. By purchasing the Services through an SIAP, you have consented to the disclosure of Customer Data to the SIAP pursuant to section 6 above.