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

1. GRANT OF LICENSE. Sage ("Sage" and other capitalized terms are defined below) grants You a limited, non-exclusive, non-transferable (except as set forth in **Section 3b** below), non-sublicensable license of the scope described in this Agreement to Use the Software only upon the following conditions:

a. You or someone acting on Your behalf and at Your direction, such as Your Reseller has:

(1) Placed an order with Sage for either an initial license or an upgrade (such as for more users, additional modules, etc.), or a Service Plan, and Sage has accepted such order and Enabled Use of the Software; and

(2) Accepted all of the terms and conditions of this Agreement either before or during installation of the Program. **YOU WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND ALL OF ITS TERMS AND CONDITIONS BY DOING ONE OR MORE OF THE FOLLOWING OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO IT FOR YOU: (a) CLICKING "I AGREE" OR A SIMILAR AFFIRMATION, AS APPLICABLE, THAT APPEARS DURING INSTALLATION OF THE PROGRAM, OR (b) USING THE PROGRAM.**

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

c. If You acquire an On-Premise Subscription License, You may Use the Software only for the subscription period for which Sage has received Your On-Premise Subscription License fee.

d. If You purchase an On-Premise License, You may Use the Software only if You pay the required On-Premise License fee or fees when due.

e. If You access the Software under an Evaluation License prior to Your purchase of an On-Premise Subscription License or an On-Premise License, You acknowledge and agree that (i) You shall Use the Software ***only*** for evaluation purposes before purchasing an On-Premise Subscription License or an On-Premise License to determine if the Software is suitable for Your business, (ii) the Software may be Used and/or operable only for a limited time, (iii) the Software is provided "**AS IS**" with no express or implied warranties, and (iv) upon expiration of the Evaluation License, Sage is under no obligation to return to You data You have entered into, that is processed by or is stored in the Software and it may become irretrievable, unrecoverable and/or otherwise unusable by You after the evaluation period ends. **Subsections 6a, 6b, and 6c of this Agreement do not apply to Evaluation Licenses**.

2. DEFINITIONS. As used herein, the following terms have the following meanings:

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

b. "**Agreement**" means this Sage End User License and Support Agreement, and the Supplemental License Terms, all applicable license fee invoices, and Service Plan information as described in **Section 13,** which are incorporated herein by reference and made a part hereof.

c. "Customer Support" means Software assistance You receive by phone, email, chat, access to on-line information or by similar means because You purchased a Service Plan or an On-Premise Subscription License.

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

e. "**Enabled Use**" means that Sage has fulfilled the applicable software delivery process (whether by shipping tangible goods including recorded media containing the Software, enabling downloading of the Software, delivering activation codes for the Software, or otherwise), thereby enabling Use of the Software.

f. "**Evaluation License**" means a time-limited license to Use the Software for evaluation purposes only to determine if it is suitable for Your business.

g. "**Maintenance Software**" means Software that Sage delivers because You have purchased a Service Plan or an On-Premise Subscription License.

h. "**On-Premise License"** means a license to Use the Software according to this Agreement until this Agreement terminates as described herein.

i. "On-Premise Subscription License" means a license to Use the Software and a Service Plan according to this Agreement until the specified term or subscription period ends or Your license or this Agreement is terminated as described herein.

j. "**Program**" means the computer program, a part of which includes the install routine that when executed causes this Agreement to be displayed.

k. "**Reseller**" means the independent third party reseller from whom You acquire the Software.

l. "**Sage**" means the Sage company that publishes the Software.

m. "Service Plan" means a plan You purchase separately or acquire as part of the purchase of an On-Premise Subscription License providing You Customer Support and/or Maintenance Software for a specified period.
n. "**Software**" means collectively, the Program and the Documentation, and any part thereof.
o. "**Supplemental License Terms**" means the additional terms and restrictions posted by Sage at http://na.sage.com/us/legal/eula that are specific to the Program You license under this Agreement.
p. "**Use**" means to install and execute the Program, provided that:

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

q. "**You**" or "**Your**" means or refers to the company or person that Sage has registered as the licensee for the Software.

3. LIMITS OF LICENSE. The license contained in this Agreement does not include the right to perform, and You shall not perform, any of the following:
a. Except as expressly set forth in **Section 2p above**, making any copy of the Software, except as an essential step in Your licensed Use thereof.
b. Distributing any copy of the Software (whether by renting, leasing, lending, sublicensing, time-sharing, or otherwise), except that, if Sage consents in writing, which consent will not be unreasonably denied, You may transfer the Software but only to a purchasing party after the close of a sale of either Your entire business, or all, or substantially all, of the assets of Your business, provided that the purchasing party reads and accepts (in writing to Sage) the terms and conditions of this Agreement, the purchasing party agrees to other reasonable transfer requirements, and You do not retain a copy of the Software.
c. Using the Software for personal, family, household, or other non-business purposes.
d. Altering, modifying, translating, decompiling, disassembling, or reverse-engineering the Software or creating any derivative work based upon the Software.
e. Removing or obscuring any copyright or trademark notices from the Software.
f. Using the Software in excess of (i) the limitations set forth in this Agreement, and (ii) the number and types of users, seats or licenses You purchase or rightfully acquire.

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

5. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government (including its agencies and instrumentalities) is subject to restrictions set forth in 48 CFR 52.227-19 or DFARS 252.227-7014, as applicable. The manufacturer is Sage. The Sage address in the United States is 6561 Irvine Center Drive, Irvine, California 92618; the Sage address in Canada is 13888 Wireless Way, Suite 120, Richmond, British Columbia, V6V 0A3, Canada.

6. LIMITED WARRANTIES AND DISCLAIMERS.
a. Software. Sage warrants that, during the one hundred and eighty (180)-day period (the "Software Warranty Period") that commences on the date that Sage Enabled Use of the Software (whether for an initial license or for Maintenance Software), the Program, when properly Used, shall perform substantially in accordance with the Documentation. Sage does not warrant or represent that Your Use of the Software will be uninterrupted or error-free. If You report to Sage in writing within the Software Warranty Period any nonconformity between the Documentation and the Program (a "Warranty Claim"), and if Sage is able to replicate and verify that such nonconformity exists, Sage shall make commercially reasonable efforts to correct such nonconformity and, if successful, shall supply You with such correction at no additional cost to You. If such efforts are unsuccessful and

the nonconformity is material, Your sole remedy for a breach of the warranty described in this **section 6a**, shall be as follows:

(1) If You acquire an On-Premise License, then (1) except for Maintenance Software, You may terminate this Agreement, discontinue Use of and return all copies You have of the Software, and Sage will ensure that You receive a refund of the license fee You paid and credit for any license fee You owe for the Software; and (2) for Maintenance Software, You may terminate Your Service Plan, discontinue Use of and return all copies You have of the Maintenance Software to Sage, and Sage will ensure that You receive a refund of or credit for the fee You paid for the purchase of the terminated Service Plan.

(2) If You acquire an On-Premise Subscription License, You may terminate this Agreement, discontinue Use of and return all copies You have of the Software to Sage, and Sage will ensure that You receive a refund of the On-Premise Subscription License fees You paid in the six (6) months preceding the Warranty Claim.

b. Customer Support. If You are entitled to receive Customer Support as part of a Service Plan, Sage warrants that while Your Service Plan is in effect and if You have paid all required Service Plan fees, Sage will use qualified personnel to provide You Customer Support in a professional manner consistent with industry standards. Your sole remedy under this **subsection 6b** is limited to Sage's re-performance of the Customer Support services giving rise to Your claim.

c. With respect to any media by which You may have received Your installation copy of the Program, Sage warrants that the media is free of defects in materials and workmanship under normal use for the Software Warranty Period. Your sole remedy under this **subsection 6c** is limited to replacement of defective media.

d. Evaluation License. SOFTWARE PROVIDED UNDER AN EVALUATION LICENSE IS PROVIDED "**AS IS**" WITH NO IMPLIED OR EXPRESS WARRANTIES. **Subsections 6a, 6b,** and **6c** do not apply to Evaluation Licenses.

e. OTHER THAN THE EXPRESS, LIMITED WARRANTIES STATED IN THIS **SECTION 6**, SAGE AND ITS SUPPLIERS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, AND STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, CONDITIONS, OR GUARANTEES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND (IV) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU UNDERSTAND AND AGREE THAT: (1) THE UTILITY OF A BUSINESS MANAGEMENT COMPUTER PROGRAM DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES, (2) YOU ARE FREE TO DECIDE, AND ARE RESPONSIBLE FOR DECIDING, WHEN TO UPGRADE YOUR SOFTWARE, AND (3) SAGE DISCLAIMS ANY RESPONSIBILITY TO DELIVER LATER-RELEASED SOFTWARE OR OTHERWISE RENDER ANY CUSTOMER SUPPORT SERVICES UNLESS INCLUDED IN A SERVICE PLAN THAT YOU HAVE PAID FOR IN FULL.

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

7. EXCLUSIONS OF AND LIMITATION OF LIABILITY.

a. You acknowledge Your understanding that software is inherently complex and may not be free from errors and that You have been advised to verify the work produced by the Program. Neither Sage nor its suppliers shall be liable for any special, indirect, incidental, consequential, or punitive damages resulting from any defect in the Software or media, even if Sage has been advised of the possibility of such damages. This means Sage is not responsible or liable for damages or costs incurred as a result of loss of time, loss of data, loss of anticipated profits, lost opportunity cost, or loss of use of the Software, nor for damages or costs incurred in connection with obtaining substitute software, receiving support services under Your Service Plan, claims made against You by others, or similar costs. IN NO EVENT SHALL SAGE'S LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, YOUR SERVICE PLAN, OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED (i) THE LICENSE FEE ACTUALLY PAID BY YOU TO PURCHASE AN ON-PREMISE LICENSE, (ii) THE ON-PREMISE SUBSCRIPTION FEES ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM, OR (iii) THE FEES ACTUALLY PAID BY YOU TO PURCHASE OR RENEW THE ANNUAL SERVICE PLAN IN EFFECT WHEN THE CLAIM AROSE. You acknowledge and agree that this Agreement allocates risk between You and Sage as authorized by applicable law and that the pricing of Sage products reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth in this Agreement shall remain in full force and effect.

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

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

9. TERM AND TERMINATION. This Agreement is effective from the date You accept it, as set forth in **Section 1a(2),** and continues until terminated in accordance with this Section.

a. If You acquire an On-Premise License, You may terminate this Agreement at any time, at which point Your license hereunder will terminate.

b. If You acquire an On-Premise Subscription License, Your On-Premise Subscription License will run for an initial term of four (4) months (the "Initial Term") and thereafter continue month-to-month (each month, a "Renewal Term"). You may terminate Your On-Premise Subscription License or reduce the number of Your On-Premise Subscription Licenses by providing Your termination or reduction request to Sage at SalesAdvisor@sage.com and including Your Sage customer number, Your company name, a company contact name, company phone number or email, and the name of the Software, at least five (5) business days prior to the end of the Initial Term or the current Renewal Term in which case Your On-Premise Subscription License will terminate or Your license count will be reduced upon the expiration of the Initial Term or the current Renewal Term, as the case may be (the "Termination Date"). Termination or reduction requests received less than five (5) business days before the end of the Initial Term or current Renewal Term will be processed, and the license termination or reduction will become effective, at the end of the following Renewal Term which will then constitute the Termination Date. **You shall be responsible (i) for all On-Premise Subscription License fees that fall due before the Termination Date, and (ii) for retrieving Your data from the Software within 30 days after the Termination Date.**

c. If You acquire an Evaluation License, the Evaluation License will expire at the end of the evaluation period provided by Sage or Your Reseller, or if no evaluation period end date is provided, Your Evaluation License shall expire thirty (30) days after Sage or Your Reseller makes the Software available to You for evaluation.

d. Notwithstanding the foregoing, this Agreement and the license granted to You will terminate automatically and without notice if You fail to comply with any term or condition of this Agreement, including but not limited to the payment of all license fees when due. **THE SOFTWARE MAY CONTAIN TECHNOLOGY THAT ALLOWS SAGE TO TERMINATE YOUR USE OF THE PROGRAM OR CONVERT YOUR ACCESS TO THE PROGRAM TO READ-ONLY IN THE EVENT YOU MATERIALLY BREACH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, YOUR FAILURE TO PAY LICENSE FEES WHEN DUE. IF SAGE CONVERTS YOUR ACCESS TO READ-ONLY, YOU WILL CONTINUE TO HAVE ACCESS TO DATA YOU ENTERED BEFORE THE CONVERSION BUT WILL NOT BE ABLE TO ENTER NEW DATA**.

e. Upon termination or expiration of Your Evaluation License, and (i) if You purchase an On-Premise License or an On-Premise Subscription License, You acknowledge and agree that this Agreement (excluding **Sections 1e** and **6d**) shall govern Your continued Use of the Software, or (ii) if You do not purchase an On-Premise License or an On-Premise Subscription License, You shall comply with Sage or Your Reseller's instructions for returning the Software. If no instructions are provided, You shall follow the return and destroy instructions set out in **Section 9f**, below.

f. Within fifteen (15) days after the termination or expiration of Your On-Premise License, Your On-Premise Subscription License, or this Agreement, You shall return the Software to Sage and destroy all other Software copies in Your possession or control.

g. Any provision in this Agreement which when reasonably read as intended to survive the termination of this Agreement shall survive, including without limitation, the disclaimer of warranties and limitations of liability.

10. DISPUTE RESOLUTION, WAIVER OF COLLECTIVE OR CLASS ACTION, CHOICE OF LAW, STATUTE OF LIMITATIONS, AND LANGUAGE. Any cause of action or claim arising out of or relating to this Agreement or the breach thereof, including without limitation, the validity, enforceability, or scope of this Agreement, shall be settled by binding arbitration pursuant to this **Section 10** and the applicable rules of either J.A.M.S/Endispute or the National Arbitration Forum in effect at the time the claim is filed. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In addition, You agree that any cause of action or claim will be arbitrated individually and that You will not consolidate or seek class treatment for any claims, unless

previously agreed to in writing by You and Sage. This Agreement shall be governed by the laws of (i) the State of California if primary Use of the Software occurs in any jurisdiction other than Canada, or (ii) the Province of British Columbia if primary Use of the Software occurs in Canada, each without regard to the conflict of laws provisions thereof or to the United Nations 1980 conventions on the International Sale of Goods. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. ***Les Parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais***. ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, MUST BE BROUGHT NO MORE THAN ONE (1) YEAR AFTER IT AROSE, OTHERWISE THE CLAIM OR CAUSE OF ACTION SHALL BE BARRED, EXCEPT THAT THE FOREGOING LIMITATION AND THE ARBITRATION PROVISION SHALL NOT APPLY TO THE ENFORCEMENT BY SAGE OF YOUR PAYMENT OBLIGATIONS AND ANY SAGE INTELLECTUAL PROPERTY RIGHTS. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. INDEMNIFICATION.

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

(1) Notify Sage in writing promptly upon becoming aware of the Indemnity Claim,

(2) At Sage's request and expense, give Sage such information and assistance as is reasonable under the circumstances, and

(3) Give Sage the right to settle the Indemnity Claim in Sage's sole discretion and at Sage's expense.

b. This indemnification does not extend to any Indemnity Claim arising from the combination of the Software with other elements not under Sage's sole control, or arising from any part of the Software that You or a third-party modify, or that incorporates specifications, designs or formulas that You provide. If You are prevented from Using the Software because of an actual or claimed infringement, then at Sage's option, Sage shall promptly either obtain for You the right to continue Using the affected part of the Software, replace or modify the affected part of the Software so that it becomes non-infringing, or if none of the foregoing alternatives are possible after Sage exercises commercially reasonable efforts, You may terminate this Agreement and Your Service Plan, and Sage shall ensure that:

(1) If You acquire an On-Premise License, You receive a refund or credit for (i) the Service Plan fee You incurred to purchase or renew Your most recent Service Plan, and (ii) a pro rata portion of the On-Premise License fees You incurred for the purchase of Your initial On-Premise License and all upgrades, which pro rata portion will be determined on the basis of the remaining period of a useful life of (5) five years, where the five-year useful life begins on the date You purchase Your initial license.

(2) If You acquired an On-Premise Subscription License, You receive a refund of or credit for any prepaid but unused portion of the On-Premise Subscription License fees paid by You for the Software.

c. THIS **SECTION 11** SETS OUT SAGE'S ENTIRE FINANCIAL LIABILITY FOR ANY INDEMNITY CLAIM.

12. AUDIT RIGHTS. With or without prior notice, Sage may audit Your Use of the Software to ensure that You comply with the terms and conditions of this Agreement. If an audit reveals that You have underpaid fees or owe fees to Sage, Sage will invoice You for the underpayment or amount due based on the Sage price list in effect at the time the audit is completed.

13. SERVICE PLAN. Service Plan information for Sage products is posted by Sage from links appearing at http://na.sage.com/us/support (or a successor website for the Service Plan information) and related web pages that describe the Service Plan features for the Program You license or the subscription You purchase**.**

14. FEE INCREASES. Sage may increase its license and other fees at any time without notice so fees due for new or additional Software license or subscription purchases may be more than a previous purchase.

a. If You purchased an On-Premise Subscription License, Sage may not increase On-Premise Subscription License fees more than once in any 12 month period following Your initial purchase by more than:

(1) Ten percent (10%), or

(2) The percentage increase in the unadjusted Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, [1982]-[84]=100 (as published by the United States Bureau of Labor Statistics) for the 12 months preceding the date a price increase is announced for On-Premise Subscription Licensees generally, whichever is greater.

Sage will notify You of a price increase at least 60 days before the increase takes effect.

b. You are responsible for providing Sage with Your most current contact and billing information. You may provide updates to Your contact information to Sage at SalesAdvisor@sage.com and updates to Your billing information to

Sage at card.expirations@sage.com. You agree that, so long as Your On-Premise Subscription License is active, Sage may, on a monthly basis, automatically bill the same credit card or bank account You provide to Sage.

15. SAGE ADVISOR—PRODUCT ENHANCEMENT PROGRAM. If You have not previously opted out of participating in our Product Enhancement Program ("PEP") You may automatically be enrolled in PEP when You install the Program. Through PEP, Sage collects information on Your hardware and how You use and when You install the Program and its in-product Help and services. This information helps Sage identify trends and usage patterns to improve the quality of the products and services Sage offers.

16. AUTOMATIC UPDATES. The Software may contain automatic update technology, a feature used to provide Maintenance Software such as bug fixes, patches, enhanced functions, missing plug-ins, and new versions. This feature cannot be disabled. This feature will: (i) connect to Sage or service provider computer systems over the Internet, (ii) use Internet protocols to recover standard computer information in order to determine whether Maintenance Software is required, and (iii) automatically download and install, or prompt You to download and/or install, current Maintenance Software. By installing the Software initially, You consent to the transmission of standard computer information and the automatic downloading and installation of Maintenance Software.

17. ENTIRE AGREEMENT AND SEVERABILITY. This Agreement represents the complete and exclusive understanding between You and Sage regarding the Program and Your Service Plan and supersedes any prior purchase order, confirmation, advertising, representation, or other communication. This Agreement may not be modified except by a written agreement signed by You and an authorized Sage representative. If any provision of this Agreement is found to be void, invalid, or unenforceable, it shall be severed from and shall not affect the remainder of this Agreement, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision which conforms to applicable law and embodies as closely as possible the original intent of the parties.

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