

Sage (UK) Limited (“Sage”) MMD Contract Services	Business Partner Support and Maintenance Policy	Ref: CB Nov 2012
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1. Renewal Notification Process

- 1.1. Renewal Notices for Sage Annual Licence Plans (SALPs) and Work Books Annual Support Plan (WASPs) will be issued on or after the first working day of the month 3 months prior to the month of renewal.
- 1.2. All Renewal Notices will state the intended date of each end-user’s renewal invoice.
- 1.3. Renewal Notices will typically allow 70-90 days advance notification of each end users renewal invoice date.
- 1.4. Business Partners are required to notify UK MMD Contracts in writing of any cancellations and agree any changes or modifications prior to the renewal invoice.
- 1.5. Sage will assume that a renewal is required unless written notification to the contrary is received from the Business Partner before the invoice has been raised.
- 1.6. If any additions, changes or amendments have been made after the Renewal Notice has been issued and before the invoice is produced, this will be reflected in the renewal invoice.

2. Invoice Process

- 2.1. Invoices will be raised on or after the first working day of the month prior to the calendar month of renewal.
- 2.2. Where written notice is received from the Business Partner that an end-user does not wish to renew their support and maintenance prior to the invoice being raised, Sage will cancel the contract and no invoice will be issued.
- 2.3. For the sake of clarity, we will notify all Business Partners when Sage will be invoicing for renewals and Business Partners have until this date to notify Sage of any amendments or cancellations. If no response is received, an invoice will be sent.

3. New Support and Maintenance Contracts

- 3.1. When a new contract is purchased, the first year’s support and maintenance invoice will be raised at the same time as the invoice for licences. This invoice will reflect a 13 month period however, only a 12 month period will be charged. This allows a free of charge 30 day support and maintenance period in which to conclude installation and configuration of the software for the end-user.

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4. Credit Note Process

Credit notes will only be issued under the following circumstances:

- 4.1. An invoice has been raised in error.
- 4.2. End user goes into liquidation within 3 months of the start of the new support and maintenance period and the Business Partner has not been paid in full; proof of non payment must be supplied from the Insolvency Practitioner or Liquidator.
- 4.3. End user goes into Administration within 3 months of the start of the new support and maintenance period and the Business Partner has not been paid in full; proof of non-payment must be supplied from the Administrator. If the Administrator requires access to or usage of the software, a purchase order for the relevant access/use fee must be supplied from the Administrator.

Credit Notes will not be issued under the following circumstances:

- 4.4. Notice is received of a cancellation after the invoice date.
- 4.5. Notice is received for a downgrade after the invoice date i.e. a reduction of users, modules or cancellation of a third party product.
Note: These will be adjusted at the next renewal date.

5. Cancellation Process

- 5.1. An email, letter or fax from the end user showing their address, contact details and confirming the cancellation is required by Sage in order to cancel the existing support and maintenance agreement. This should explain the reason for the cancellation where possible.
- 5.2. Sage will contact end-users who have cancelled their support and maintenance agreement to acknowledge receipt of their notice and to ensure they are aware of the implications of not having a support and maintenance agreement in place.

6. Contract Amendments & Upgrades

- 6.1. Where a system is upgraded part way through the year for an existing product eg. where additional modules, users or third party products are purchased, support and maintenance fees will be calculated on a pro-rata basis to co-terminate with the existing support and maintenance expiry date. This will be calculated in days.
- 6.2. Where a system is downgraded part way through the year for an existing product eg. the number of users or modules are reduced or removed this will not result in any pro-rata credit or refund of any part of the support and maintenance fee already paid. However when the next annual support and maintenance fees are calculated any reduction in the number of users or modules will then be taken into account;

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7. Issuing of Licence Keys

- 7.1. Where the end-user is entitled to a perpetual licence but does not have a valid maintenance agreement, Sage (UK) Limited reserves the right to apply an annual administration charge to the Business Partner for the supply of annual password keys. The administration charge may change from time to time and Business Partners will be notified of any such changes.
- 7.2. The administration charge is only applicable to those end-users who do not have a valid support and maintenance contract or where a version of the software, which is older than currently supported under the contract, is required to run on another server.
- 7.3. Where end-users have entered into a SALP agreement they will require a support and maintenance agreement in order to receive a licence key of any kind.

8. Internal Use of Software

- 8.1. Refer to the Business Partner Terms & Conditions within the Sage Partner Agreement.

9. Non Payment of Support and Maintenance

- 9.1. Where a Business Partner fails to make the required payments for support and maintenance in accordance with their credit terms, or has failed to agree extended payment terms with Sage, then Sage reserves the right to invoke a “Support Stop” process.
- 9.2. “Support Stop” means that no calls can be placed with the Sage Support Desk. All existing calls for both the Support and R&D Maintenance teams will be placed on hold and no action will be taken on those calls until a resolution is reached.
- 9.3. Applying a “Support Stop” to a Business Partners account is a measure of last resort and will be at the discretion of the Customer Services Manager and the Business Partner Account Manager.

10. Re-alignment of Support and Maintenance Dates

- 10.1. Under normal circumstances when a customer purchases a new support and maintenance contract with Sage, the start and end date of that agreement would typically match those of the agreement for support between the Business Partner and the customer. There are certain circumstances where the customer or Business Partner may wish the support and maintenance expiry date to be re-aligned. Sage appreciates that this can become a problem for the Business Partner. To assist with this, the following provisions will apply:

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- 10.2. If the alignment date is out of synchronisation by one month or less, Sage will amend the maintenance invoice to run for a period of one year, plus a pro-rata charge for the period of miss-alignment to bring the contracts into alignment.
- 10.3. If the alignment date is out of synchronisation by more than one month, Sage will issue a pro-rata invoice to align the agreement renewal dates, e.g. a two month charge followed by a twelve month charge.
- 10.4. Sage will accept one re-alignment during the life-time of the contract and will calculate the subsequent invoice on a pro-rata basis in full calendar months or, if mid-month, it will be calculated in days.

11. End-user Transfers to Alternative Business Partner

- 11.1. If the end-user transfers the support and maintenance contract to an alternative Business Partner during the contracted term of the support and maintenance, no credit will be issued to the existing Business Partner.
- 11.2. The support and maintenance contract will be transferred to the new Business Partner and a Renewal Notice will be sent to the new Business Partner at the appropriate renewal date.
- 11.3. An email, letter or fax from the end user, showing their address and contact details, is required by Sage in order to carry out a transfer.
- 11.4. A Purchase Order from the new Business Partner may also be required.

12. Reinstatement of Support and Maintenance

- 12.1. If reinstatement is received on or before the 15th of the month the support and maintenance fees will be calculated from the 1st of that particular month.
- 12.2. If a reinstatement is received after the 15th of the month the support and maintenance fees will be calculated from the 1st of the following month.
- 12.3. If a reinstatement is received for products which include Payroll Modules, the support and maintenance will be back dated to the point of which it was cancelled.

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