

Supplementary terms and conditions for Australia/Pacific region

Note, the following supplementary terms and conditions shall only apply to Australia, New Zealand and Pacific Islands (Christmas Island, Fiji, Tahiti, Heard and Mc Donald Islands Federated States of Micronesia, New Caledonia, Palau, Papua New Guinea, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands) region customers.

In the event of any inconsistencies between the supplementary terms and the Sage End User License and Support Agreement (EULA), the supplementary terms and conditions shall take precedence.

The following clauses replace those found in the EULA:

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 - (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.**
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- 2c. "Customer Support"** means Software assistance You receive because You purchased a Service Plan or an On-Premise Subscription License from Sage in North America.
- 2h. "On-Premise License"** means a perpetual license to Use the Software according to this Agreement.
- 2k. "Reseller"** means the independent third party reseller from whom You acquire the Software and may receive Support from.

2l. “Sage” means the Sage company that publishes the Software or a subsidiary of The Sage Group plc (individually and collectively “Sage”).

2m. “Service Plan” and “Software Assurance plan” means a plan You purchase as part of the purchase of an On-Premise License providing You Maintenance Software for a specified period. The purchase of such a plan is mandatory in the first year and can be renewed annually in the Territory. Service Plan or Software Assurance plan is included in On-Premise License Subscription fees.

2o. “Supplemental License Terms” means the additional terms and restrictions posted by Sage at <http://na.sage.com/us/legal/eula> and <http://www.sage.com/au/footer/legal-notice> that are specific to the Program You license under this Agreement.

2s. “Territory” means Australia, New Zealand and Pacific Islands (Christmas Island, Fiji, Tahiti, Heard and Mc Donald Islands Federated States of Micronesia, New Caledonia, Palau, Papua New Guinea, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands).

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9b. If You acquired an On-Premise Subscription License please refer to the License Subscription Agreement for term and termination.

13. SERVICE PLAN. Software Assurance plan information can be found here - [SBS Software Assurance Terms and Conditions](#)

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. Sage will notify You of a price increase at least 30 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 and billing information at softwareassurance.pacific@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.

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