

## Mobile App EULA

End User Licensing Agreement App Supplement (EULA-App Supplement) for iOS. This is a legally binding agreement. Please read it carefully. By clicking "I Accept", or installing or using the Sage Advantage App for iOS software and/or any updates to such software provided by Sage Advantage (the "Software"), you: agree to the following terms on behalf of the Sage Advantage customer with which you are employed, affiliated or associated (the "Customer"), represent that you have the authority to bind the Customer to these terms, and represent that you are an authorized User under the master agreement between Sage Advantage and the Customer (the "Master Agreement").

If you do not have such authority, are not an authorized User, or do not agree to these terms, you may not install or use the Software.

Apple Inc. may, at any time and without notice, restrict, interrupt or prevent use of the Software, or delete the Software from your or the Customer's Apple devices, or require Sage Advantage to do any of the foregoing, without entitling the Customer or you to any refund, credit or other compensation from Sage Advantage or any third party (including, but not limited to, Apple Inc. or your network connectivity provider).

EULA-App Supplement was last updated on April 29, 2016. It is effective between the Customer and Sage Advantage as of the date you first download, install or use the Software, whichever is earliest.

### 1. THIS EULA-APP SUPPLEMENT

This EULA-App Supplement is a part of each Master Agreement by which the Customer contracted for Sage Advantage services (including, but not limited to, the Sage Analytics quality management system), or a Sage Advantage service incorporating the Sage Advantage App (an "Master Service Agreement"). The Master Agreement and this Master Agreement Supplement are governed by the Master Agreement. This Master Agreement Supplement adjusts certain terms of the Master Agreement, solely with respect to the Software. Capitalized terms used but not defined in this Master Agreement Supplement have the meanings given to them in the Master Agreement.

### 2. THE SOFTWARE

The Software allows Sage Advantage customers to use the Sage Advantage App service from Supported Devices. A "Supported Device" is a combination of an Apple device model and relevant iOS software version(s) that is supported by the Software. The Software is provided by Sage Advantage as a component of the Sage Advantage App service.

### 3. WHO YOU ARE CONTRACTING WITH

This Master Agreement Supplement is being entered into between the Sage Advantage entity named on the Master Agreement (Sage Advantage, Inc.) ("Sage Advantage") and the Customer. In this Master Agreement Supplement, the term "Sage Advantage" means that entity.

### 4. SOFTWARE LICENSE

The Software, including software embedded in the Software, is licensed, not sold, to the Customer by Sage Advantage only under the terms of the Master Agreement, the Master Agreement and this Master Agreement Supplement, and Sage Advantage reserves all rights not expressly granted to the Customer. This Software may include some third-party software; please see the Documentation for additional

notices required by our licensors. The Customer or you own the media or device on which the Software is recorded or stored but Sage Advantage retains ownership of the Software itself.

#### 5. PERMITTED LICENSE USES AND RESTRICTIONS

(a) This Master Agreement Supplement allows you, as an authorized User under the Master Agreement, to use the Software on any Supported Device and on no other devices.

(b) You may not distribute or make the Software available over a network where it could be used by multiple devices at the same time.

(c) With respect to updates to the Software that Sage Advantage may make available for download, this Master Agreement Supplement allows you to download such Software updates to update or restore the Software on any Supported Device.

(d) Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Software, neither you nor any other Customer personnel may copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or Software updates, or any part thereof. Any attempt to do so is a violation of the rights of Sage Advantage and its licensors. If you or any other Customer personnel violate this restriction, you or they, and the Customer, may be subject to prosecution and damages.

(e) Neither you nor the Customer may rent, lease, lend, redistribute or sublicense the Software. The Customer may, however, allow other authorized Users under the Master Agreement to use the Software in connection with a re-assignment of the Supported Device to another authorized User under the Master Agreement.

(f) The Software is available only for Supported Devices, and is not available for all devices. Please contact your Sage Advantage representative to determine whether a specific device-iOS software combination is supported by the Software.

(g) Sage Advantage is not responsible for the security and privacy of data collected through third-party mobile applications or the privacy and security practices of the foregoing third parties.

## 6. TERM AND TERMINATION

Sage Advantage may terminate this Master Agreement Supplement at any time upon 30 days' notice to Customer without cause, or immediately upon notice to the Customer if any third party (including, but not limited to, Apple Inc., or your network connectivity provider) restricts, prevents or ceases to authorize the installation or use of the Software on your Supported Device or over your network. In addition, this Master Agreement Supplement shall terminate immediately and automatically upon any termination or expiration of the Customer's to the Sage Advantage App service. Upon any such termination or expiration, the Customer (including you) shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in its (including your) possession. Termination of this Master Agreement Supplement shall not entitle the Customer to any refund, credit, or other compensation from Sage Advantage under the Master Agreement or any other agreement or from any third party.

## 7. SERVICE LEVEL AGREEMENT

Any service level agreement in effect between the Customer and Sage Advantage shall not apply to the Software.

Please indicate whether you agree to the terms of this Master Agreement Supplement:

## **Privacy Statement**

Revision: May 11, 2016

Our postal address is:

P.O. Box 6500

Scottsdale, AZ 85258

Our physical address is:

9414 E San Salvador Drive

Scottsdale, AZ 85258

We can be reached by email or by telephone at 480-941-0094.

We recognize that privacy is important to you. This Privacy Policy describes our privacy practices relating to your interaction with us through the Sage Advantage or Sage Analytics websites (the “**Site**”).

Our web server automatically receives and records certain information about your visit to our Site, including your IP address, browser type, access times and the pages you request. We may also collect information you volunteer, such as survey responses, site activations, and the email address of those who seek to communicate with us via email. Sage Advantage may use the information we receive or collect to operate, maintain and improve the efficiency or effectiveness of the Site or our products and services; to perform analytics and conduct customer research; to notify you about updates to our Site; to contact you for marketing purposes; and for other internal business purposes.

We do not collect personally identifiable information about your online activities over time and across third party Web sites or online services. Therefore, “do not track” signals transmitted from web browsers do not apply to this Site, and we do not alter any of our data collection and use practices upon receipt of such a signal.

We may hire other companies to perform certain business-related services on behalf of Sage Advantage (“Vendors”). When Vendors work on our behalf, they are only provided with information reasonably necessary to perform their obligations to Sage Advantage and are required to treat such information as confidential and only to use such information to fulfill their obligations to Sage Advantage.

From time to time, we may use information we collect about you or receive from you for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices materially

change at some time in the future we will post the policy changes to our Site to notify you of these changes and provide you with the ability to opt out of these new uses. If you are concerned about how the information we collect or receive is used, you should check back at our Site periodically.

The Site does use cookies. "Cookies" are small pieces of information that are stored by your browser on your computer's hard drive. Our cookies enable us to facilitate access to different aspects of your account across our Site. If you select the option for Sage Advantage.com to remember your username and password, a cookie file will be stored on your hard drive after you log in. This allows us to re-populate your username and password on our login form, saving you the trouble of remembering it. You can choose to de-select this option at any time, which will delete the cookie file after you log in. Most web browsers automatically accept cookies, but you can usually change your web browser to not accept cookies.

If you do not want to receive email from us in the future, please let us know by emailing us at [support@sageadvantage.com](mailto:support@sageadvantage.com). We will remove your name from our email list. Sage Advantage reserves the right to contact you should it become necessary for administrative purposes.

We strive to make our Site secure. We use industry-standard encryption technologies when electronically transferring and receiving information about you through the Site. We have put in place measures in our physical facilities to protect against the loss, misuse or alteration of information collected at our Site. But, information transmitted via email is not secure or encrypted. Also, it may be possible for an unauthorized person to gain access to information about you notwithstanding our use of security measures. Therefore, please note that you enter information in this Site at your own risk.

You can help protect yourself by being careful and responsible when you are online and by being aware that you are responsible for maintaining the secrecy of any passwords and account information you have regarding this Site. We also advise that you use up-to-date virus scanning software on your computer to reduce the risk of encountering a virus through emails. Sage Advantage accepts no responsibility or liability for any loss or damage arising from the use of email or their attachments, or for any viruses or errors or delays in the contents that result from email transmissions.

Sage Advantage reserves the right to change this policy at any time and encourages you to periodically review this policy for any such changes. If Sage Advantage materially changes the collection and use of previously collected information about you, we will notify you of these changes and provide you with the ability to opt out of these new uses. By your continued use of this Site, you acknowledge that you have read, understood and agreed to be bound by the current policy posted on the Site at the time of your visit.