



UPGRADE ASSURANCE POLICY FOR ASIA PACIFIC

As part of our continuing commitment to provide our customers with the world's best selling contact manager, Sage CRM ("Sage") regularly upgrades the ACT! by Sage product line. Purchasing Upgrade Assurance (UA) to complement your license of ACT! by Sage, ACT! Premium for Workgroups or ACT! Premium for Web assures you the benefit of these upgrades.

ACT! UA gives you the right to use the most current version of ACT! for one year from the date of purchase subject to the UA Terms and Conditions below. Customers make a single, up-front payment that qualifies them for free copies of new version upgrades released during the covered period.

ACT! UA offers customers an effective way to control future upgrade costs.

Upgrade Assurance Terms and Conditions

1. What does UA entitle you to?

- 1.1. UA entitles you, the customer, to all Updates and Upgrades publicly released during the Cover Period for your licensed version of ACT! and/or ACT! Premium for Web (the "Software")
- 1.2. The Covered Period:
 - 1.2.1. commences on the date that Sage has processed the UA order and/or received payment in full of the applicable UA fee ("Fee") together with an acknowledgment of these terms and conditions which is signed on your behalf; and
 - 1.2.2. ends one year after that date.

2. About Updates and Upgrades

- 2.1. **Software Updates.** From time to time Sage may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them into a formal "Update" to the Software. Updates will have designations in the form of 9.0.x, 9.0.1, 9.0.2. etc. You are entitled to receive Updates publicly released during the Covered Period and any related documentation at no additional charge.
- 2.2. **Software Upgrades.** From time to time Sage may release a major revision to the Software which expands functions or capabilities to the Software ("Upgrade"). A release is only an Upgrade if it has the same or similar functionality and runs on the same platform as the release which it succeeds. Upgrades will have designations in the form of 10.x, 11.x., etc. Subject to paragraph 2.3, You are entitled to receive Upgrades and any related documentation at no additional charge.
- 2.3. **EXCLUSION FOR THIRD PARTY PRODUCTS.** If future Upgrades or releases of the Software incorporate Third Party Products to achieve additional or enhanced functionality, Sage reserves the right to charge the customer the license fees for such Third Party Products together with Sage's reasonable associated administrative costs. "Third Party Products" means products not developed by Sage or a company within the Sage group of companies, such as databases, reporting tools or bundled software add-ons.

3. What are the restrictions?

3.1. UA:

- 3.1.1. is subject to payment in full of the Fee;
- 3.1.2. is only available to Asia Pacific customers. If you are outside Asia Pacific, please contact your local office to discuss purchase options;
- 3.1.3. is only available to Software purchased via the Sage volume license program (i.e. it does not apply to licenses purchase 'out of the box' from a retailer);
- 3.1.4. operates on a 1:1 ratio with each Software license (i.e. if you have 10 end-user licenses of the Software, you must purchase UA for all 10 licenses);
- 3.1.5. does not extend the warranty period for the Software, not does it expand upon or in any way alter the warranty provisions set out in the End User License Agreement which applies to your licensed copy of the Software ("EULA"); and
- 3.1.6. does not apply to Third Party Products.

4. Other

- 4.1. Expressions used in these terms and conditions and not otherwise defined have the meaning as set out in the EULA.
- 4.2. These terms and conditions are governed by the laws of Victoria, Australia and you hereby agree to submit to the exclusive jurisdiction of its courts and tribunals.

5. Acknowledgement

- 5.1. By signing this form, you, the customer, acknowledge and agree that you have read, understood and agree to be bound by the above terms and conditions.
- 5.2. The person signing this form represents and warrants that s/he has full authorisation to do so on behalf of the customer who has purchased the licenses for the Software to which the UA relates.

.....
(Customer's signature)

.....
Name of authorised representative (please print)

.....
(Date)

.....
*Your capacity if signing on behalf of a Company
(e.g. Director, Secretary)*