



## COMMUNITY TERMS OF USAGE

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By accessing the Community, you acknowledge that you have read and agree to the terms set forth below.

### Acceptable Use and Conduct

Sage Intacct, Inc. ("Sage Intacct") may offer you access to one or more Community Chatter, Questions and Answers groups, email, or other service in which you can upload, email, post, publish or otherwise access or transmit Community Content and where users may access Sage Intacct product information, development tools, agents, utilities, pre-release, experimental or commercially available Sage Intacct products, as well as post questions and discuss issues related to Sage Intacct with other customers or users.

Sage Intacct does not actively monitor, control or endorse the content, messages or information found in the Community ("Community Content"). Sage Intacct hosts or participants are not authorized Sage Intacct spokespersons, and their views do not necessarily reflect those of Sage Intacct. You are solely responsible for your interactions with others through the Community. You acknowledge and agree that your conduct, and the form and content of Community Content that you post or upload to the Community, are your sole responsibility. Sage Intacct cannot and does not make any guarantee with respect to the accuracy, inoffensiveness, or suitability of any content that appears on the Community. Always use caution when choosing to voluntarily disclose any personally identifiable information about yourself. Materials uploaded to the Community may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

### Prohibited Conduct

Sage Intacct reserves the right to update the Community by prohibiting certain conduct and, at its sole discretion, removing Community Content (including without limitation, illegal, outdated or inaccurate information, profanity, personal attacks, slurs and the like, and/or banning individuals from participating in any or all of the Community) to better enhance your experience with and use of the site, and by deciding to become active in administering and moderating the Community.

You may not:

- Upload, post, email, transmit, or otherwise make available any Community Content that is unlawful, harmful (including Community Content that is harmful to Sage Intacct's reputation), threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable
- Use the Community in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise)
- Impersonate any person or entity
- Violate the legal rights of another party, such as by infringing another's intellectual property rights through the posting or uploading or use of Community Content (including without limitation, photographs or images), and further including, by way of example, and not as limitation, violating any copyright or trademark laws (or rights of privacy or publicity) or any other proprietary rights
- Forge email headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Community
- Use the Community to compile commercial, political, or charitable mailing lists or to facilitate the transmission of spam, junk mail, chain letters, or obscene or profane content
- Upload, post, email, publish, distribute, transmit, or otherwise make available any unsolicited or unauthorized advertising or promotional materials not pertaining to the intended use and purpose of the Community (including sweepstakes materials, solicitations of funds or goods or solicitations to join or become members of any non-Sage Intacct commercial online or offline service or other organization)
- Post direct links to executable files (.exe) that are not from a Sage Intacct domain
- Except as otherwise authorized in writing by Sage Intacct, harvest or otherwise collect and/or store information about others, including personal information such as email addresses
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Community or other user or usage information or any portion thereof
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other

- similar programs that may damage the operation of another's computer or property of another
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of material contained in a file that is uploaded
- Restrict or inhibit any other user from using and enjoying the Community
- Create multiple accounts on the Community, or create a false identity for the purpose of misleading others
- Engage in tortious talk, harass or threaten any other individual, or engage in other disruptive conduct in the Community

You acknowledge that all Community Content may be viewed and copied by other visitors to this Community, and that you are responsible for understanding and complying with any legal obligations you may have concerning the protection of Sage Intacct's proprietary and confidential information and the Community in choosing what to post or upload. Furthermore, you acknowledge that some of the Community Content may be experimental or pre-release, and notwithstanding anything to the contrary herein, Sage Intacct expressly disclaims any and all warranties of any kind, express, implied or statutory, with respect to such Community Content, including without limitation, the warranties of non-infringement, title, merchantability and fitness for a particular purpose, and Sage Intacct provides no warranties or representations of any kind with respect to the completeness, accuracy or fitness of any such Community Content.

## **NO LIABILITY**

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## **Your Submissions**

Except for ideas submitted through the Sage Intacct Ideas section of the Community described below, you hereby grant to Sage Intacct a perpetual, irrevocable, worldwide, royalty-free, nonexclusive, and fully sub-licensable right and license to use, reproduce, distribute, publicly perform, publicly display, and create derivative works of all non-Sage Intacct owned materials, including Community Content, that you post or upload, or send to Sage Intacct through the Community ("Submissions"), and such foregoing rights include the right to distribute such Submissions in any form, medium, or technology now known or later developed. In addition, you waive all moral rights in the Submissions. Furthermore, by posting or uploading any Submissions, you represent and warrant that you own, control or otherwise have all of the rights, including intellectual property rights, necessary to do so, and to grant to Sage Intacct the license set forth in the preceding sentence. No compensation will be paid with respect to the use of your Submission, as provided herein. Sage Intacct is under no obligation to post or use any Submission you may provide, and Sage Intacct may remove any Submission at any time in its sole discretion. For any idea submitted by you through the Sage Intacct Ideas page of the Community, please see below.

In addition to the warranty and representation set forth above, by posting a Submission that contains images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted hereunder, and (b) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth hereunder, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By posting Images, you are granting (a) to all members of your private community (for each such Images available only to members of such private community), and/or (b) to the general public (for each such Images available anywhere

on the Community, other than a private community), permission to use your Images in connection with the use, as permitted hereunder, of any of the Community Content (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, worldwide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of the Community. The licenses granted in the preceding sentences for Images will terminate at the time you completely remove such Images from the Community, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the date on which you removed such Images.

### **Linking to The Community**

The Community permits anyone to link to this/these websites subject to compliance with the following terms and conditions:

A site that links to this/these website(s):

- May link to, but not replicate, content contained herein;
- Must not create a border environment or browser around Community Content contained herein; Must not present misleading or false information about Sage Intacct, its members, agents, employees or representatives and/or any related products or Community;
- Must not misrepresent the linker's relationship with the Community;
- Must not imply that the Community endorses or sponsors the linker or the linker's products; and Must not use the logos or trade dress of the Community.

### **Third-Party Sites**

The Community may provide links to other Web sites or resources. Because Sage Intacct has no control over such sites and resources, you acknowledge and agree that Sage Intacct is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Your correspondence or business dealings with third parties found through the Community, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third parties. You agree that Sage Intacct is not responsible for: (a) the quality of third party products, and (b) fulfilling any of the terms of your agreement with the third party, including delivery of products and warranty obligations related to purchased products. You further acknowledge and agree that Sage Intacct shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content or goods available on or through any third-party site or resource and understand that you bear all risks associated with the use of such third-party content and goods.

### **Sage Intacct Intellectual Property**

The Community contains the valuable intellectual property of Sage Intacct. You may use such intellectual property as necessary for you to view the Community and participate in the Community, or as otherwise authorized under these Terms of Usage. However, you receive no other licenses or rights, whether express or implied, in any Sage Intacct intellectual property that you may access through the Community.

### **Personal Non-Commercial Use**

Unless otherwise expressly specified, Community Content is for your personal and non-commercial use, and is provided for the sole purposes of viewing and discussing such Community Content in the Community. Unless expressly provided, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or Community Content obtained from the Community.

### **Unlawful Conduct.**

You agree not to use the Community for any purpose that is unlawful or prohibited by these Terms of Usage or the rules, guidelines or Terms of Usage posted for a specific area of the Community. You may not access or use the Community in any manner that could damage, disable, overburden, or impair any Sage Intacct accounts,

computer systems or networks. You may not attempt to gain unauthorized access to any parts of the Community or any Sage Intacct accounts, computer systems or networks. You may not interfere or attempt to interfere with the proper working of the Community or any Sage Intacct accounts, computer systems or networks. You may not use any robot, spider, scraper or other automated means to access the Community or any Sage Intacct accounts, computer systems or networks without Sage Intacct's express written permission.

### **Unsolicited Idea Submission Policy**

Except for ideas submitted through the Sage Intacct Ideas page of the Community described below, Sage Intacct does not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans, or new product names. Please do not send any original creative artwork, samples, demos, or other such works. In this manner potential misunderstandings and/or disputes may be avoided. Any such materials, if sent by you, will NOT be treated as confidential or proprietary.

### **Sage Intacct Ideas**

The Sage Intacct Ideas section of the Community enables you to submit ideas for Sage Intacct products directly to the Sage Intacct product development team. These ideas could be anything from a new feature to a product improvement (each, a "Sage Intacct Idea"). If you submit a Sage Intacct Idea, you agree that: (a) Sage Intacct may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Sage Intacct Idea in any Sage Intacct product, specification or other documentation, in any manner whatsoever; and (b) you will not give Sage Intacct any Sage Intacct Idea (i) that you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) that is subject to license terms that seek to require any Sage Intacct product incorporating or derived from any Sage Intacct Idea, or other Sage Intacct intellectual property, to be licensed to or otherwise shared with any third party. No compensation will be due to you or paid with respect to the use of any Sage Intacct Idea that you submit as provided herein. Sage Intacct is under no obligation to post or use any Sage Intacct Idea submitted by you, and Sage Intacct may remove any Sage Intacct Idea submitted by you from the Community at any time in its sole discretion.

### **Trademarks**

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### **Term and Termination**

You understand that the Community is provided by Sage Intacct as a convenience, but that Sage Intacct may modify, alter, suspend, or discontinue any or all of the Community at any time in its sole discretion.

Sage Intacct may suspend or terminate your account for any reason, including your failure to comply with the Usage Guidelines or other aspects of these Terms of Usage. Upon termination of your account for any reason, all your access rights to the Community will immediately cease to exist, and you must promptly discontinue all further use of the Community.

### **Order of Precedence**

If you are a user of a Sage Intacct service under a separate written agreement, the Terms of Usage set forth above are ancillary to the terms contained in the service agreement. In the event of any conflict between the terms above and the terms of a service agreement, the terms of the service agreement shall govern and supersede the conflicting terms contained herein.

### **Governing Law and Jurisdiction**

The validity, construction and interpretation of these Terms of Usage will be governed by the internal laws of the State of California, excluding its conflict of laws provisions. Any controversy, claim or action arising out of or relating to these Terms of Usage will be subject to the exclusive jurisdiction and venue of the federal and state courts located in Santa Clara County, California.