Suppler Terms and Conditions

GCloud 10
May 2018
1. INTRODUCTION

1.1. Agreement

The Agreement (incorporating this Appendix A – Unit4 General Terms of Business) governs the purchase by the Customer of any Products and/or Services and it becomes effective and binding on the Parties on the Effective Date. The Customer hereby represents and warrants that it has read all the terms of the Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1.2. Applicable Schedules

Where the Customer purchases in an Order Form:

1.2.1. a Product that is delivered on premises, the additional terms and conditions in Schedule 1 apply;

1.2.2. Unit4 Global Cloud Services, the additional terms and conditions in Schedule 2 apply;

1.2.3. Professional Services, the additional terms and conditions in Schedule 3 apply; and

1.2.4. Third Party Products and/or Third-Party Services, the additional terms and conditions in Schedule 4 apply.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In the Agreement capitalised words and phrases have the meanings given to them in Appendix B - Definitions.

2.2. Interpretation

Any reference to the singular will include the plural and vice versa. Words importing natural persons shall include bodies corporate and other legal persons and vice versa. Any particular reference to a gender shall include the other gender. Includes or including means without limitation. The headings are for convenience only and shall not affect the construction of these terms.

2.3. Order of Precedence

In the event of any conflict or inconsistency between the contractual documentation, the following order of precedence shall apply:

2.3.1. the Order Form and any documents appended thereto;

2.3.2. the Deviation Schedule;

2.3.3. Appendix A – Unit4 General Terms of Business and any Schedules or documents (for example a Data Protection Agreement) appended thereto;

2.3.4. Appendices C to G; and

2.3.5. the Policy Documentation.

3. FEES AND PAYMENT

3.1. Fees

The Customer shall pay all fees specified in the Order Form. Unless otherwise agreed: (i) fees are calculated in relation to the Products and/or Services purchased for use by a particular number and category of Users (e.g. employee) as specified in the Order Form; and (ii) payment obligations are non-cancellable and fees paid are non-refundable. Additional fees will be payable where the Customer exceeds the Usage Limit or agrees to purchase additional Products (or modules thereof) or Services.

3.2. Annual Renewals and Minimum Terms

Where any Products or Services are payable as an annual subscription in advance, these Products or Services will renew automatically each year on the Renewal Date unless the Customer has given sixty (60) calendar days’ notice in writing (in advance of the renewal date).
of its intention to terminate. Where any Products or Services, for example those payable annually in advance, are subject to a Minimum Term, then the Customer may not be permitted to serve any notice of its intention to terminate that shall be purported to take effect prior to the expiry of the Minimum Term.

3.3. **Invoicing and Payment**

Unless otherwise agreed and where applicable, Unit4 has the right to raise an invoice:

3.3.1. for any one off payments for Products (whether relating to a Software Term Licence or otherwise) on the Effective Date; and/or

3.3.2. for any Products or Services payable as an annual subscription in advance (to which a Minimum Term may apply) on the Effective Date and each Renewal Date; and/or

3.3.3. for Professional Services and associated Expenses monthly in arrears (on a time and materials basis) as consumed; and/or

3.3.4. for any other applicable fees as specified in the relevant Order Form, and all invoices submitted to the Customer by Unit4 are due and payable within thirty (30) calendar days of the invoice date.

3.4. **Indexation Based Increases**

In addition to increases in fees for the reasons set out in clause 3.1, any recurring annual fees payable by the Customer will increase on the Renewal Date. The increase in any one year will be the annual increase as shown in the National ICT salary index (in the country where Unit4 has its registered office) in the month prior to the Renewal Date plus 2%, with a minimum of 3%.

3.5. **Invoice Procedure**

Invoices will be considered validly issued regardless of whether any Customer purchase order has been issued. Further, the internal purchasing procedures of the Customer cannot be used to delay the issuing of invoices in accordance with the terms set out below and failure to issue a purchase order will not negate Unit4’s legal rights to collect any sums due and owing under any undisputed invoice. Unit4 will use its reasonable endeavours to comply with any invoice procedure provided by the Customer prior to the Effective Date.

3.6. **Overdue Fees**

If any amounts invoiced hereunder are not received by Unit4 by the due date, then Unit4 may charge late interest on those amounts from the date such payment was due until the date paid. Late interest will be charged monthly at the rate of 12% per annum, unless Applicable Law provides that a lower mandatory rate must be charged, in which case the lower mandatory rate will be charged by Unit4. Further, Unit4 may condition future renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above. If Unit4 is required to take action to collect any amount due, then the Customer agrees that the Customer shall pay Unit4 all costs Unit4 incurs in collecting any amounts hereunder, including, but not limited to, reasonable attorneys’ fees and costs.

3.7. **Suspension of Services for Late Payment**

If any amounts invoiced under the Agreement are not received by Unit4 and are thirty (30) calendar days or more overdue, Unit4 may, without limiting its other rights and remedies, automatically and immediately suspend any Unit4 Products and/or Unit4 Services until such amounts are paid in full, provided in all cases Unit4 has given the Customer ten (10) or more calendar days’ prior written notice that its account is overdue in accordance with the “Notices” section.

3.8. **Payment Disputes**

Unit4 shall not exercise its rights under clauses 3.6 or 3.7 (above) to the extent that the Customer is disputing the applicable charges or fees, within the payment period, reasonably and in good-faith and is cooperating diligently to resolve the dispute.

3.9. **Taxes**

Unless otherwise stated, Unit4’s fees do not include Taxes. The Customer is responsible for paying all Taxes associated with its purchases hereunder. If Unit4 has the legal obligation to
pay or collect Taxes for which the Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the Customer, unless the Customer provides Unit4 with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Unit4 is solely responsible for Taxes assessable against it based on its income, property and employees.

4. CONFIDENTIALITY

4.1. Protection of Confidential Information

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) and agrees: (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' directors, officers, employees, contractors and agents who need such access for purposes consistent with the Agreement and who are party to confidentiality agreements or similar arrangements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of the Agreement or any Order Form to any third party other than its Affiliates and accountants without the other party's prior written consent.

4.2. Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by Applicable Law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by Applicable Law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5. PROPRIETARY AND USE RIGHTS

5.1. Reservation of Rights in the Unit4 Products and Unit4 Services

Unit4 and its licensors own all rights, title and interest in and to the Unit4 Products, Unit4 Services, Unit4 Documentation and all other Unit4 IPRs. Subject to the limited rights expressly granted in this Agreement, Unit4 reserves all rights, title and interest in and to the Unit4 Product and/or Unit4 Global Cloud Services (in both binary executable code and source code form) including program architecture, design, coding methodology, documentation, screen shots, and “look and feel”, all modifications, updates, enhancements and improvements thereto (even if requested and paid for by the Customer), all goodwill associated therewith and all related IPRs whether current or future. No rights are granted to the Customer hereunder other than as expressly set forth herein. The Customer agrees that any purchases of Unit4 Product and/or Unit4 Global Cloud Service under this Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Unit4 regarding future functionality or features.

5.2. Grant of Rights

5.2.1. Software Term Licence

On the purchase of a Software Term Licence, the Customer is granted a non-exclusive, non-transferable licence to use the Unit4 Product (including any Unit4 Documentation) solely for the internal business purposes of the Customer and its Affiliates for fifteen (15) years from the Effective Date. The grant of a Software Term Licence is subject always to the Customer's compliance with the terms of the Agreement.

5.2.2. Software Subscription Licence

On the purchase of a Software Subscription Licence, the Customer is granted a non-exclusive, non-transferable annual licence to use the Unit4 Product (including any Unit4 Documentation) solely for the internal business purposes of the Customer and its Affiliates for the duration of the Minimum Term. Each annual grant is conditional
upon the payment by the Customer of the applicable annual fees and Customer’s compliance with the terms of the Agreement.

5.2.3. **Global Cloud Services Right of Access**

On the purchase of the Unit4 Global Cloud Service, on the Effective Date and each subsequent Renewal Date, the Customer is granted a non-exclusive, non-transferable right to access and use the applicable Unit4 Global Cloud Service (including any Documentation) on an annual basis solely for the internal business purposes of the Customer and its Affiliates for the Minimum Term. Each annual grant is conditional upon the payment by the Customer of the applicable Global Cloud Service Fees and Customer’s compliance with the terms of the Agreement.

5.3. **Use of Unit4’s Products and Services**

The Unit4 Product and/or Unit4 Global Cloud Service (including any Unit4 Documentation) may only be used or accessed by:

5.3.1. the Customer, its Affiliates, their respective employees and any sub-contractors for data inputting and reporting for the internal business purposes of the Customer and/or its Affiliates (such sub-contractors being persons acting on behalf of the Customer either under (i) an outsourcing or facilities management arrangement on terms requiring the sub-contractor to comply with the Agreement and notified to Unit4 in advance of any such arrangement; or (ii) a consultancy agreement on terms requiring the sub-contractor to comply with the Agreement); and

5.3.2. the Customer, its Affiliates and their respective employees for configuration purposes in the normal course of the respective businesses of the Customer and/or its Affiliates or by the Customer’s sub-contractors for configuration purposes where such sub-contractors are either approved services partners of Unit4 or approved by Unit4 expressly in writing for such purpose; and

5.3.3. the Customer’s ultimate parent organisation and its Affiliates for their own internal business purposes provided the parent organisation is an Affiliate of the Customer and that (i) each such organisation is not a competitor of Unit4 and (ii) this right shall automatically cease if any such organisation ceases to be an Affiliate; and/or

5.3.4. any other Users who would reasonably need access to the Unit4 Product and/or Unit4 Global Cloud Service (including any Unit4 Documentation) in order for the stated business purpose or requirement of the Customer, in using the Unit4 Product and/or Unit4 Global Cloud Service, to be fulfilled.

Save as set out in clauses 5.3.1 to 5.3.4 above, the Unit4 Product and/or Unit4 Global Cloud Service (including any Unit4 Documentation) may not be used to provide any business processing services to any third party or be used by any third party (whether a business or individual).

5.4. **Restrictions on use**

The Customer and any party granted a right to use or access Unit4 Product and/or Unit4 Global Cloud Service in accordance with clause 5.2 to 5.4 shall:

5.4.1. where the Customer possesses a copy (physical or electronic) of the Unit4 Product, secure and protect the proprietary rights in it and any copies which are made of it;

5.4.2. where the Customer possesses a copy (physical or electronic) of the Unit4 Product, ensure that no copies of the Unit4 Product in any form will be given to any third party without the express permission of Unit4 in writing;

5.4.3. reproduce any copyright notice on all material related to, or part of, the Unit4 Product on which any such copyright notice is displayed;

5.4.4. Not:

5.4.4.1. copy, decompile, disassemble, reverse engineer, frame, mirror or duplicate any part or content of the Unit4 Product;

5.4.4.2. attempt to derive the source code of the Product;
5.4.4.3. access the Unit4 Product to (a) build a competing product or service; or (b) copy any features, functions or graphics;

5.4.4.4. unless specifically permitted to do so in the Agreement, reproduce, distribute, publicly display, sublicense, lease, rent, assign, loan, transfer or otherwise make available the Unit4 Product to a third party;

5.4.4.5. modify, adapt, alter, translate, or create derivative works of the Unit4 Product;

5.4.4.6. merge (together) the Unit4 Product with any other software or service;

5.4.4.7. develop an alternative to the Product that is based on or derived from, in whole or in part, the Unit4 Product or any Unit4 Documentation;

5.4.4.8. use the Product in violation of any import, export, re-export or other applicable laws or regulations;

5.4.4.9. remove or obscure any copyright notices, proprietary rights notices, trade marks (or trademarks), trade mark credits, trade designation, confidentiality notice, mark, logo, legend or other information included in the Unit4 Product;

5.4.4.10. purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under the licence to the Unit4 Product without the previous consent in writing of Unit4.

5.5. Escrow

Unit4 will ensure one copy of the source code that comprises the Unit4 Product or underpins the Unit4 Global Cloud Service will be deposited with one (or more) escrow provider (further details are available in Unit4’s Escrow Policy) and such source code will be updated from time to time with any new Release. The Customer shall be able to enter into an escrow agreement with the escrow provider and release of source code for the relevant Unit4 Product or Unit4 Service will be available to the Customer in accordance with the applicable escrow agreement.

6. CUSTOMER RESPONSIBILITIES (GENERAL)

6.1. Customer Responsibilities

Unless otherwise stated:

6.1.1. the Customer shall provide Unit4 with all information and documentation which may reasonably be requested by Unit4 in order to allow Unit4 to fulfil its obligations;

6.1.2. the Customer will ensure that to the extent reasonably necessary any Users of the Unit4 Product and/or Unit4 Global Cloud Service have received adequate training and that the Business Users undertake to carry out their role in relation to the implementation and operation of the Unit4 Product and/or Unit4 Global Cloud Service in line with Good Industry Practice and in accordance with any Unit4 Documentation and reasonable advice given by Unit4 (or its partners, agents or subcontractors as applicable);

6.1.3. the Customer agrees to use the Professional Services of Unit4 and its approved services partners exclusively for (i) Professional Services to be provided as part of a Project by Unit4 (as opposed to Professional Services to be provided as part of a Project by the Customer) during the implementation of the Unit4 Product and/or Unit4 Global Cloud Service and (ii) Professional Services relating to implementation of any new Releases;

6.1.4. any transfer of data by the Customer into the database used by the Unit4 Product and/or Unit4 Global Cloud Service must be carried out using the standard interfacing tools supplied with the Unit4 Product and/or Unit4 Global Cloud Service. Without prejudice to Unit4’s other rights and remedies under the Agreement, any work carried out by Unit4 arising directly or indirectly from a breach of this clause 6.1.4 shall be charged to the Customer at Unit4’s Prevailing Rates;

6.1.5. the Customer shall be responsible for connectivity to its network and the Internet including the agreed mechanism for any remote support access;
6.1.6. the Customer is responsible for the accuracy of the inputs to and the outputs from the Unit4 Product and/or Unit4 Global Cloud Service used in conjunction with the Unit4 Product, as well as ensuring the parameters of the Unit4 Product are set correctly for the administration, processing of data and calculations in accordance with any legal, accounting or tax requirements;

6.1.7. the Customer must ensure that its operating systems and database software (as applicable) are at all times compatible with the Unit4 Product and are not malfunctioning in a way that adversely affects the operation of the Unit4 Product;

6.1.8. comply with its responsibilities and obligations in any applicable Unit4 Policy Documentation and under Applicable Law; and

6.1.9. the Customer is responsible for ensuring that the necessary equipment and software for the efficient operation of the Unit4 Product and/or Global Cloud Service is procured and ready for the commencement of Professional Services on a date mutually agreed in advance between the parties.

6.2. Unit4 Relief from Performance

If Unit4 is prevented or delayed from performing any of its obligations under the Agreement by reason of any act, default or omission of the Customer its agents or sub-contractors, then Unit4 shall be deemed not to be in breach of any terms of the Agreement which it might otherwise be in breach of as a result of the said act, default or omission.

7. CUSTOMER DATA, PRIVACY AND DATA PROTECTION

7.1. Customer Data

The Customer retains at all times ownership of and all right, title and interest in and to the Customer Data. Subject to the limited rights granted by the Customer in this Agreement, Unit4 acquires no right, title or interest from the Customer or its licensors in or to Customer Data, including any IPRs therein. The Customer will submit the Customer Data in a format approved by Unit4 as compatible for use with the applicable Unit4 Product and/or Unit4 Global Cloud Service. The Customer is solely responsible for the quality, accuracy, reliability, consistency, suitability and legality of its Customer Data and the means by which it acquired the Customer Data and will use all reasonable efforts to update its Customer Data (used in conjunction with the Unit4 Product and/or Unit4 Global Cloud Service) in a timely manner to correct typographical errors, truncation of data, out-of-date information and other inaccuracies.

7.2. Privacy

Each Party will comply with their respective obligations set out in Unit4’s Privacy Policy.

7.3. Data Protection

Unit4 will process Personal Data in accordance with Applicable Law and will set out in the Data Processing Product Sheets (inter alia) the subject matter and duration of the processing; the nature and purpose of the processing; the type of Personal Data being processed, a list of any sub-processors and the categories of the Data Subjects.

The parties may agree a Data Processing Agreement (in the form set out in Schedule 5 of this Agreement) setting out the responsibilities of both Parties in relation to the processing by Unit4 of Personal Data. In the absence of a separate Data Processing Agreement, Unit4 will:

7.3.1. process Personal Data only on documented instructions from the Customer including with regards to cross-border data transfers, subject to certain limited exceptions;

7.3.2. impose confidentiality obligations on all personnel authorized to process the personal data;

7.3.3. ensure the security of the Personal Data that it processes including by implementing appropriate technical and organisational measures to ensure a level of security appropriate to the risk;

7.3.4. implement measures to assist the Customer in complying with Data Subject’s rights;
7.3.5. assist the Customer in ensuring compliance with any data security requirements set out under Applicable Law taking into account the nature of the processing and the information available to Unit4;

7.3.6. at the Customer’s election, either return or destroy the Personal Data at the end of the relationship, unless Applicable Law requires a longer retention period;

7.3.7. provide the Customer with all information necessary for it to demonstrate compliance with Applicable Law obligations relating to engaging data processors; and

7.3.8. notify Customer immediately if it believes that any instructions from Customer to provide information violate Applicable Law.

7.4. Customer Consents and Confirmation

Customer hereby consents and instructs Unit4 to:

7.4.1. (as and when necessary) appoint new sub-processors provided that the sub-processor maintains the same or better levels of service than set out in the Agreement; and

7.4.2. carry out the processing of Personal Data, particularly in regards to the processing of Personal Data outside the Territory, as set out in both the Agreement and Data Processing Product Sheets.

Customer hereby confirms, having read the Agreement, that the technical and organisational measures and level of security put in place by Unit4 to protect Personal Data are appropriate to the risk.

8. WARRANTIES AND DISCLAIMER

8.1. General Warranties

Each party warrants that:

8.1.1. it has full capacity and authority and all necessary consents to enter into and to perform the Agreement;

8.1.2. that the Agreement is executed by a duly authorised representative of each party; and

8.1.3. it has validly entered into this Agreement and has the legal power to do.

8.2. Product Functional Warranty

Unit4 warrants that, if used properly by the Customer, the Unit4 Product will perform materially in accordance with the Unit4 Documentation and the Specification on delivery or first access (as applicable).

The Customer acknowledges that the Unit4 Product is standard software and not a bespoke or custom program prepared to meet the Customer’s individual requirements (even if Unit4 is aware of such requirements). It is therefore the responsibility of the Customer to ensure that the facilities and functions described in the Unit4 Documentation and by Unit4 in the Order Form meet its requirements. Unit4 and its software partners (as appropriate) shall not be liable for any failure of the Unit4 Product to provide any facility or function not specified in the relevant Unit4 Documentation or by Unit4 in the Order Form.

Unit4 accepts no liability for any failure of the Unit4 Product to provide any facility or function as a result of:

8.2.1. a modification to the Unit4 Product code (or Customisation) which has not been carried out by Unit4 or its approved software partners or any action which is expressly excluded in the Unit4 Documentation (and any approval shall be at the cost and expense of the Customer);

8.2.2. any combination of the Unit4 Product with any software or materials not supplied or approved by Unit4 or its approved software partners;

8.2.3. use of the Unit4 Product in a manner for which it was not intended or other than as permitted under the Agreement; or
8.2.4. save where the Customer has purchased Unit4 SaaS, where the Customer has failed to install a new Release, Update or apply a Hot Fix which has been released to remedy an error or, save where Unit4 has agreed otherwise in the Order Form, use of any Release which is not the most recent or penultimate Release of the Unit4 Product.

Unit4 does not warrant that the operation of the Unit4 Product will be uninterrupted or error free. The Customer acknowledges that the Unit4 Product will not be error free.

In the event of the Unit4 Product failing to perform in accordance with any of the above warranties, Unit4 shall have no liability or obligation other than to remedy such failure by the provision of Unit4 Customer Support. It is acknowledged by the Customer that the remedies expressed in the Agreement set out the whole extent of Unit4’s liability and obligations in respect of any breach of any warranty.

8.3. Services Warranty

Unit4 warrants that the Unit4 Services shall:

8.3.1. be of a good professional standard;
8.3.2. conform to Good Industry Practice; and
8.3.3. be provided with reasonable care and skill.

In relation to the Professional Services, the foregoing warranty is subject to Customer notifying Unit4 promptly, and in any event within thirty (30) calendar days of the date of performance of the alleged nonconforming Professional Services, and providing all information and assistance reasonably requested by Unit4 in connection therewith. Upon receiving such timely notice, as Unit4’s entire obligation and Customer’s sole and exclusive remedy, Unit4 will use commercially reasonable efforts to re-perform or otherwise remedy the nonconformity at no additional charge to Customer.

Further, Unit4 accepts no liability for any failure of the Unit4 Services to provide any facility or function as a result of:

8.3.4. a modification to the Unit4 Product code (or Customisation) which has not been carried out by Unit4 or its approved software partners or any action which is expressly excluded in the Unit4 Documentation (and any approval shall be at the cost and expense of the Customer);
8.3.5. any combination of the Unit4 Product with any software or materials not supplied or approved by Unit4 or its approved software partners;
8.3.6. use of the Unit4 Product in a manner for which it was not intended or other than as permitted under the Agreement;
8.3.7. save where the Customer has purchased Unit4 SaaS, where the Customer has failed to install a new Release, Update or apply a Hot Fix which has been released to remedy an error or, save where Unit4 has agreed otherwise in the Order Form, use of any Release which is not the most recent or penultimate Release of the Unit4 Product; or
8.3.8. incorrect instructions or information from the Customer or the Customer's failure to provide information or documentation.

8.4. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.5. Customer Responsibility for its Affiliates and Users

The Customer will ensure the compliance with the terms of this Agreement (including use of the relevant Unit4 Product and Unit4 Services) of any person permitted access to the applicable Unit4 Product and/or Unit4 Global Cloud Service. Customer accepts responsibility and liability
for (i) the acts and/or omissions of such persons in relation to any breaches by the Customer of
the Agreement; or (ii) direct breach of any obligations under the Agreement by such persons.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Unit4

Unit4 shall defend the Customer, at Unit4’s expense, against any claims, demands, suits or
proceedings ("Claims") made or brought against the Customer by a third party alleging that the
use of any Unit4 Product and/or Unit4 Global Cloud Service directly infringe an IPR of a third
party or misappropriates such third party’s trade secrets. Further, Unit4 shall indemnify and hold
the Customer harmless against all costs (including reasonable attorneys’ fees) finally awarded
against the Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a
written settlement agreement signed by Unit4, in connection with such Claims. Promptly upon
receiving notice of a Claim, the Customer shall: (a) give Unit4 prompt written notice of the Claim;
(b) give Unit4 sole control of the defence and settlement of the Claim (provided that Unit4 may
not settle or defend any claim unless it unconditionally releases the Customer of all liability);
and (c) provide to Unit4, at Unit4’s cost, all reasonable assistance in the defence or settlement
of such Claim. Unit4’s indemnification obligation shall be offset or reduced to the extent its ability
to defend or settle a claim is jeopardized by the Customer’s failure to comply with the preceding
sentence. Unit4 shall have no indemnification obligation for infringement claims arising from the
combination of any Unit4 Product and/or Unit4 Global Cloud Service with any of the Customer’s
products, services, hardware, data or business processes or use of Unit4 Product and/or Unit4
Global Cloud Service by the Customer other than in accordance with the Agreement. If the
Unit4 Product and/or Unit4 Global Cloud Service are held or likely to be held infringing, Unit4
shall have the option, at its expense to (i) replace or modify the Unit4 Product and/or Unit4 Global
Cloud Service as appropriate, (ii) obtain a license for the Customer to continue using the Unit4
Product and/or Unit4 Global Cloud Service, (iii) replace the Unit4 Product and/or Unit4 Global
Cloud Service with a functionally equivalent service; or (iv) terminate the applicable Unit4
Product and/or Unit4 Global Cloud Service and refund any prepaid fees applicable to the
unusable portion of the applicable Unit4 Product and/or Unit4 Global Cloud Service following
the effective date of termination.

9.2. Indemnification by the Customer

The Customer will indemnify, defend and hold Unit4 harmless from and against any and all
claims, demands, suits, damages, liabilities, costs and expenses (including reasonable
attorneys’ fees and court costs) arising out of or resulting in whole or in part from:

9.2.1. the Customer’s, its Affiliates’ or their Users’ use of the Unit4 Product and/or Services
in breach of the terms of the Agreement or for any unlawful purpose;

9.2.2. breach of any of Unit4’s IPRs;

9.2.3. the responsibilities of the Customer (under Applicable Law or the Agreement) in
relation to the input, processing, intended or unintended release and/or storage of
Customer Data by the Customer, or any claims (whether or not bona fide) by
Customer’s ultimate end users, their legal representatives or other third parties in
connection therewith.

9.3. Exclusive Remedy

This “Mutual Indemnification” section states the indemnifying party’s sole liability to, and the
indemnified party’s exclusive remedy against, the other party for any type of claim described in
clauses 9.1 and 9.2 respectively.

10. LIMITATION OF LIABILITY

10.1. Non-excluded Liability

Nothing in this Agreement, particularly in this clause 10 shall limit or exclude either party’s
liability to the extent that such limitation or exclusion is not permitted by Applicable Law, including:

10.1.1. fraud and fraudulent misrepresentation; and

10.1.2. death or personal injury attributable to negligence.
10.2. Exclusion of Consequential and Related Damages

SUBJECT TO CLAUSE 10.1, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES (INCLUDING DAMAGE TO GOODWILL, LOSS OR SPOILING OF DATA OR LOSS OF CONTRACTS) HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER FORM OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3. Liability for Data Protection Obligations

Where the Party's rights, obligations, responsibilities and liabilities in relation to the protection of Personal Data are dealt with in a Data Protection Agreement (as annexed hereto as Appendix A(i)), then the limitation on liability set out in such Data Protection Agreement shall apply and take precedence over the limitations set out in clause 10.4 of this Agreement.

10.4. Limitation of Liability

SUBJECT TO CLAUSES 10.1 TO 10.3, THE TOTAL AGGREGATE LIABILITY OF UNIT4 UNDER THE AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER FORM OF LIABILITY, SHALL NOT EXCEED (I) THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY OR (II) OR €500,000 (AS MAY BE CONVERTED INTO A LOCAL CURRENCY AT THE TIME OF THE EVENT GIVING RISE TO THE LIABILITY), WHICHEVER IS THE LOWER.

11. TERM AND TERMINATION

11.1. Term of Agreement

The Agreement commences on the Effective Date and shall continue until terminated by either party in accordance with its terms.

11.2. Termination for Cause

A party may terminate the Agreement for cause (i) upon thirty (30) calendar days’ written notice to the other party of a material breach if such breach has not been remedied at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.3. Effect of Termination

Any termination of the Agreement will be without prejudice to the accrued rights and liabilities of either party and shall not automatically terminate any other Agreements made in relation to other Order Forms. Unit4 shall not be under any obligation to deliver any Unit4 Product and/or Unit4 Service following the effective date of termination of the Agreement.

11.4. Surviving Provisions

Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect for such period as necessary.

12. GENERAL PROVISIONS

12.1. Audit

Upon reasonable notice, Unit4 may conduct an audit of a Customer's usage of any Unit4 Product and/or Unit4 Global Cloud Service during normal business hours (with the auditor's costs being at Unit4's expense). Customer shall give immediate, full and complete cooperation as requested by Unit4. If an audit reveals underpayments, then Customer will pay to Unit4 such underpayments. If underpayments discovered exceed five (5) percent of the total cost / value of any Unit4 Product and/or Unit4 Global Cloud Service in a relevant Order Form, Customer will reimburse Unit4 for the costs of the audit.

12.2. Suggestions

Unit4 shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use and incorporate into its Unit4 Product and/or Unit4 Global Cloud Service any
suggestions, enhancement requests, recommendations or other feedback provided by Customer, including customers end users, relating to the operation of the Unit4 Product and/or Unit4 Global Cloud Service.

12.3. Export Compliance

The Unit4 Product and/or Unit4 Services, other Unit4 technology and derivatives thereof may be subject to export laws and regulations of other jurisdictions. Customer agrees that such Unit4 Product and/or Unit4 Services and Third Party Products and/or Third Party Services will not be exported from the country of supply directly or indirectly separately or as part of a system without the Customer at its own cost first complying with all applicable laws and regulations of and obtaining all licences from its local government department and the United States Department of Commerce and any other appropriate agency. At the Customer’s request and expense Unit4 may assist the Customer to apply for such licences. Further Customer represents that it is not named on any government denied-party list. Customer shall not permit Users to access or use Software Service in a U.S. or EU-embargoed country or in violation of any U.S. or EU export law or regulation.

12.4. Anti-Bribery and Anti-Corruption

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other party’s employee or agent in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party.

12.5. Anti-Modern Slavery and Anti-Human Trafficking

Unit4 complies with all Applicable Law relating to both modern slavery and human trafficking. Unit4 has taken reasonable and commercially appropriate steps to ensure that there is no modern slavery and human trafficking practices within its business or its supply chains. More information can be found in Unit4’s Slavery and Human Trafficking Statement.

12.6. Agreed Disclosure

Unit4 reserves the right following signature of the Agreement to issue a press release and use the Customer’s name and logo externally for Unit4’s promotional purposes. The wording of such a press release and the conditions of usage shall be mutually agreed with the Customer in advance.

12.7. Relationship of the Parties

The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.8. No Third-Party Beneficiaries

Where the Customer purchases only Unit4 Products and/or Unit4 Services, there are no third-party beneficiaries to the Agreement. Where Customer purchases Third Party Products and/or Third Party Services, the Third Party Provider may enforce the terms of this Agreement against the Customer as if it were a party hereto. The Parties may amend the terms of the Agreement in accordance with clause 12.17 without the consent of the Third Party Provider.

12.9. Notices

Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second Business Day after mailing, (iii) the second Business Day after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim (“Legal Notices”), the first Business Day after sending by email. Notices and Legal Notices to Unit4 shall be addressed to the attention of its Finance Director at the registered office address given in the Order Form. Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer shall be addressed to Customer and clearly identified as Legal Notices. All other notices to Customer shall be addressed to the relevant Software Service system administrator designated by Customer.
12.10. Waiver

No failure or delay by either party in exercising any right under the Agreement shall constitute a waiver of that right.

12.11. Severability

If any provision (or party of a provision) of the Agreement is held by a court of competent jurisdiction to be contrary to Applicable Law, the provision (or relevant part thereof) shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by Applicable Law, and the remaining provisions of the Agreement shall remain in effect.

12.12. Force Majeure

Neither party will be liable for any delay in performing its obligations if the delay is caused by circumstances beyond its reasonable control, including without limitation, any delay caused by war, terrorism, interruption of electricity, internet, means of telecommunication, strikes and unavailability of Personnel and any delay caused by any act or omission of the other party ("Force Majeure"). The parties are not under an obligation to fulfil any obligation if fulfilment is impossible as a consequence of Force Majeure. The term Force Majeure shall be taken to include force majeure of Unit4’s suppliers, the failure to properly fulfil obligations by suppliers which the Customer has instructed Unit4 to use, as well as any defectiveness of Non-Unit4 Applications or third party services which the Customer has instructed Unit4 to use. If a situation of Force Majeure lasts longer than ninety (90) calendar days, the parties shall have the right to terminate the Order Form by giving notice to the other in writing. Any Services or Additional Services which have been delivered or performed pursuant to the Order Form before the force majeure event may be invoiced by Unit4 and will be payable by the Customer.

12.13. Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of Applicable Law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party’s sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party’s election, termination of the Agreement upon written notice to the assigning party. In the event of such a termination, Unit4 shall refund Customer any prepaid fees covering the remainder of the term of all orders after the effective date of termination. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.14. Dispute Resolution

Should a dispute arise between the parties in relation to the Agreement then prior to pursuing any legal rights the aggrieved party must provide written notification of the problem to a Director (or equivalent position) of the other party. Both parties shall then use all reasonable endeavours to resolve the dispute within fourteen (14) calendar days. Should the problem remain unresolved then the aggrieved party must provide written notification of the problem to the Managing Director (or equivalent position) of the other party. Both parties shall then use all reasonable endeavours to resolve the dispute within a further twenty-one (21) calendar days. Should there still be no resolution in this thirty-five (35) calendar day period then the aggrieved party is entitled to pursue its legal rights.

12.15. Governing Law

The Agreement and any disputes arising out of or related hereto, shall be governed exclusively by the laws of the jurisdiction in which the Unit4 entity, which enters into the Order Form, is registered and any disputes whether contractual or non-contractual shall be subject to the exclusive jurisdiction of the courts of the same jurisdiction.

12.16. Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
12.17. Variation

No modification, amendment, or waiver of any provision of the Agreement shall be effective unless in writing and signed by both parties.

12.18. Counterparts

The Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

12.19. Electronic Signature

Transmission of an executed document (but for the avoidance of doubt not just a signature page) by: (i) fax; or (ii) e-mail (in PDF or other agreed format); or (iii) electronic signature system (i.e. DocuSign) shall take effect as delivery of the relevant document.
Delivery

1. Unit4 will make the Product available to the Customer (for example by way of electronic download and release of appropriate licence keys) as soon as reasonably possible following signature of an Order Form on the Effective Date.

Use of Product (software)

2. Subject to paragraph 3 below, the Customer is licensed to use the server elements of the applicable Unit4 Product on a single installation at the Installation Address. Customer may not split the usage of the Unit4 Product across multiple server installations unless the parties specifically agree otherwise in the Deviation Schedule.

3. Unless otherwise agreed, Customer is permitted to use the server elements of the applicable Unit4 Software for three environments (including one production environment, one test environment and one development or disaster recovery environment).

Additional Customer Obligations and Responsibilities

4. The Customer is responsible for the safety, security and integrity of its data at all times. This includes, but is not limited to, ensuring that appropriate back-ups are made of all data on a daily basis in accordance with Good Industry Practice and ensuring that the system can be restored to its previous state in the event of problematic maintenance operations on a production environment. Unit4 will provide a restoration service at the Customer’s cost provided up-to-date backups are available. Where Unit4 requires assistance from any sub-contractor to the Customer (e.g. an ISP) to carry out such restoration work, the Customer will procure such assistance for Unit4 at no additional charge to Unit4.

5. In the event that any data is at any time corrupted, lost or sufficiently degraded as to be unusable and the Customer has complied with its obligations in paragraph 4 of this Schedule 1 above, then Unit4 shall assist the Customer to recover or restore such data either by using its own internal resource (to the extent of its ability to do so in this field of operation) or by co-operating with a specialist third party data recovery firm used by the Customer, at any additional charge agreed between the parties in advance of any work being carried out.

6. On any termination of the Agreement by Unit4, the Customer will immediately return the Unit4 Product to Unit4, or at Unit4’s request destroy the Unit4 Product and all copies of the whole or any part of the Unit4 Product and within seven (7) calendar days certify to Unit4 in writing that it has returned or destroyed the Software, as applicable. Failure by the Customer to affect the return or destruction will entitle Unit4, upon giving reasonable notice, to enter any premises of the Customer to remove or supervise the destruction of the Unit4 Product. In such circumstances, the Customer hereby irrevocably authorises and licenses Unit4 its employees or agents to enter the Customer's premises for that purpose. The Customer shall be liable for all reasonable costs incurred by Unit4 in connection with the recovery of the Unit4 Product, such costs to be paid on an indemnity basis.

Customer Support

7. Unit4 Customer Support shall be provided from the Effective Date in accordance with the Unit4 Support Terms.
Schedule 2

Unit4 Global Cloud Service Specific Terms (if applicable – see clause 1.2)

Provision of the Unit4 Global Cloud Service

1. Unit4 shall make the Unit4 Global Cloud Service available to the Customer pursuant to the Agreement for the Term with first access (to an environment to allow the Project to commence) being provided to the Customer as soon as reasonably practicable after the Effective Date.

2. Unit4 shall make the Unit4 Global Cloud Service available in accordance with the applicable SLA and Service Description the applicable Policy Documentation and Applicable Law.

3. Unit4 will retain sole control over the computing platform configuration, technical system requirements, Updates (relating to the Unit4 Global Cloud Service) and the timing thereof.

4. Unit4 Customer Support shall be provided from the Effective Date in accordance with the Unit4 Support Terms.

Renewal of Global Cloud Services

5. The Global Cloud Service shall renew automatically after the Minimum Term for successive periods of one year.

Additional Customer Obligations and Responsibilities

6. Customer shall: (i) be responsible for procuring and maintaining client-side equipment, software and services required to remotely access and use the Unit4 Global Cloud Service, including network connectivity; (ii) be responsible for the functional operation and administration of the application that is provided as part of the Unit4 Global Cloud Service; and (iii) use the Unit4 Global Cloud Service only in accordance with the Agreement, the Policy Documentation (including the AUP) and Applicable Law.

Unit4 Right to Suspend

7. If Unit4 becomes aware of a User’s non-compliance with the Agreement, Unit4 may specifically request that Customer suspends the non-compliant Account. If Customer fails to comply with such request within an appropriate period of time (in Unit4’s sole opinion), then Unit4 may suspend the applicable Account. The suspension will remain in effect until the applicable User has remedied the breach that caused the suspension. Unit4 also reserves the right to suspend access to the Unit4 Global Cloud Service in the event of a Customer’s breach of the AUP or in order to protect the security and integrity of its systems, facilities and equipment. In such event, Unit4 will promptly contact Customer to provide an explanation and coordinate an appropriate resolution.

Notice and Takedown

8. Customer shall behave toward third parties with due care and in a lawful manner, at all times and in all cases, e.g. regarding third party rights such as data protection rights and IPRs. With the aim of avoiding any liability to third parties or limiting the consequences of a liability towards third parties, Unit4 shall at all times be entitled to take measures at its own discretion in relation to an act or omission by or at the risk of Customer, including acts or omissions that infringe or could possibly infringe those third party rights. Unit4 cannot be required to form an opinion on the validity of the claim of third parties or of the Customer’s defence, or to become involved in any way in a dispute between Customer and third parties. Customer should be obliged to remove Customer Data immediately on the first written request of Unit4. If Customer fails to do so, Unit4 shall be entitled to remove the Customer Data or prevent access to Customer Data at its own discretion. In the event of the infringement or imminent infringement of this paragraph 4, Unit4 shall also be entitled to refuse Customer access to Unit4’s systems and the Unit4 Global Cloud Service with immediate effect and without prior notice. The foregoing does not affect any other measures or the exercising of other rights by Unit4 in relation to the Customer.

Integration with Non-Unit4 Applications

9. The Unit4 Global Cloud Service may contain standardised features (APIs) designed to interoperate with other Non-Unit4 Applications. To use such features, Customer may be required to obtain access to such Non-Unit4 Applications from the third party providers of such products. If the provider of any such Non-Unit4 Application ceases to make the Non-Unit4 Application
available for interoperation with the corresponding Unit4 Global Cloud Service features on
reasonable terms (e.g. uses old integration methods or inadequate security protocols), Unit4 may
cease providing such Unit4 Global Cloud Service features without entitling Customer to any
refund, credit, or other compensation. If, for reasons reasonably attributable to a provider of a
Non-Unit4 Application, it can no longer reasonably be expected for Unit4 to make the Unit4 Global
Cloud Service available for interoperation with such Non-Unit4 Application features, Unit4 may
cease providing such corresponding Unit4 Global Cloud Service features without entitling
Customer to any refund, credit, or other compensation.

Changes to the Unit4 Global Cloud Service Platform

10. Unit4 reserves the right to change the third party provider of the Unit4 Global Cloud Service
platform, provided that: (i) Unit4 has given reasonable notice to the Customer of such change;
(ii) the jurisdiction in which the Customer Data is stored shall not be changed (without having first
obtained Customer consent, which shall not be unreasonably withheld, delayed or conditioned); and
(iii) the service provided by the new Unit4 Global Cloud Service platform provider shall be (in
form and content) consistent in all material respects with the previous offering.

Return of Customer Data on Termination

11. On termination of the Agreement and at the Customer’s request, Unit4 will make available to the
Customer a file containing the last back-up of the Customer Data (taken by Unit4) in the native
database format along with attachments in their native format. Customer may also request that
such Customer Data is destroyed and Unit4 will comply with this request.

12. Customer must provide Unit4 with at least thirty (30) calendar days’ notice in writing (which may
be by email or submitted as a Service Request to Unit4 Customer Support) with a request for a
return of Customer Data on termination of the Agreement. Otherwise, Customer shall be deemed
to have requested destruction of the Customer Data and Unit4 shall thereafter, unless legally
prohibited, delete and/or destroy all Customer Data in its systems or otherwise in its possession
or under its control.

13. Customer may request a file containing the last back-up of the Customer Data (taken by Unit4)
in the native database format along with attachments in their native format at any time during the
Term. Customer must provide thirty (30) calendar days’ notice in writing (which may be by email
or submitted as a Service Request to Unit4 Customer Support) with a request for such a copy of
its Customer Data.

14. Unit4 reserves the right to charge Customer on a time and materials basis at Unit4’s Prevailing
Rates for any work required to deliver any copy of Customer Data not in its native database
format.

Transition Out Period before Final Termination

15. Upon termination of the Agreement by Customer, Unit4 shall, provided that it has received a
request in writing from the Customer no less than one (1) month prior to the scheduled termination
date, continue to provide the Unit4 Global Cloud Service to the Customer pursuant to the terms
of the Agreement for a transitional period of up to six (6) months (the “Transition Out Period”).
Access to the Unit4 Global Cloud Service during the Transition Out Period will be subject to the
payment of fees, prorated on a monthly basis and payable in advance, based on the annual fees
charged to Customer for the Unit4 Global Cloud Service during the twelve-month period
immediately preceding the termination date plus an additional ten percent (10%).

16. During the Transition Out Period, Customer may request that Unit4 supports an orderly transition
to another service provider, or to Customer’s internal operations. Such cooperation and
assistance will be limited to consulting regarding the Unit4 Global Cloud Service and will be
subject to a fee based on a time and materials basis at Unit4’s Prevailing Rates, with such
services being set out in a separate Order Form.

17. Notwithstanding the foregoing, in the event of termination of the Agreement by Unit4 for breach
by Customer, Unit4 may withhold the provision of Transition Out Period services and condition
further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for
further Transition Out Period services, and (iii) receipt by Unit4 of a certificate from an officer
(director) of the Customer certifying ongoing compliance with the terms of the Agreement during
the Transition Out Period.
Schedule 3
Professional Services Terms (if applicable – see clause 1.2)

Availability

1. Customer may request and Unit4 may agree, subject to Unit4’s reasonable scheduling and availability, to provide Unit4 Professional Services. Any such Unit4 Professional Services will be provided remotely at Unit4’s Prevailing Rates, unless an alternative arrangement is agreed to in writing by the parties and included in the Order Form. Any estimates, timeframes or quotes provided by Unit4 are subject to adjustment based on changes in scope or the required level of effort, delays in Customer making available personnel or performing its responsibilities, the testing and validation process, and other circumstances outside of Unit4’s reasonable control.

Working Time

2. Unless otherwise stated, all Unit4 Professional Services will be provided on a time and materials basis from Monday to Friday based on a standard working day (as specified by Unit4 from time to time) and excluding applicable public holidays. A Unit4 Professional Services working day consists of the number of hours set out in Unit4’s Wording Day Policy (depending on the Territory) and in any case excludes travelling time and lunch. Unit4 may charge the Customer for additional time worked in accordance with the then current Unit4 policy (which will include an uplift for work carried outside the working hours set out above). The minimum chargeable time is one (1) working day.

Location

3. The Customer will permit Unit4’s personnel sufficient access to its premises to enable Unit4 to provide the Unit4 Professional Services. When working at the Customer’s premises, the Customer shall allow Unit4’s personnel to have the use and benefit of a suitable working area and suitable technical equipment. If Unit4 agrees to supply Unit4 Professional Services on an hourly basis, during standard working hours, for example by telephone, the fee shall be the daily rate applicable to the Customer calculated pro rata plus any associated costs.

Expenses

4. Unless otherwise agreed in the Order Form, the Customer agrees to pay all Expenses in accordance with Unit4’s then current expenses policy.

Cancellation at short notice

5. If the Customer and Unit4 have agreed to specific dates for delivery of Unit4 Professional Services, and for any reason the Customer cancels or defers the arrangements or the Unit4 Professional Services cannot be provided by Unit4 due to the Customer's actions or failure to act (including but not limited to the Customer failing to meet the pre-requisites specified by Unit4), the Customer agrees to pay: (i) 50% of the relevant fee if the cancellation/deferment takes place between six (6) and ten (10) Business Days prior to the date of delivery of the Unit4 Professional Services and 100% of the fee if the cancellation/deferment (including non-provision of the Unit4 Professional Services) takes place five (5) Business Days or less prior to the date of delivery of the Unit4 Professional Services; and (ii) any costs which Unit4 incurs as a result of the cancellation (for example, travel or accommodation costs). In the event of deferment/cancellation/non-provision of the Unit4 Professional Services due to the acts or omissions of the Customer, Unit4 will use all reasonable endeavours to redeploy the personnel affected and will only charge this fee if it is unable to redeploy such Personnel on other chargeable work.

Standard Industry Implementation

6. Unit4 is the owner of all IPRs in its industry standard processes and template documentation and the Customer is granted a royalty-free, non-exclusive, non-sublicensable (except to Customers’ Affiliates) license for the duration of the Term to use and adapt such processes and template documentation free of charge in relation to Projects. In consideration of the grant of such licence by Unit4, the Customer hereby assigns by way of future assignment all IPRs in any adaptations of or modifications to the industry standard process and/or template documentation. Where any industry standard process or template documentation is provided to a Customer as part of the
sales process, the parties acknowledge that there is an assumption that these will be used as the basis for the provision of the Unit4 Professional Services.

Project IPR

7. Unit4 has the right to perform similar Unit4 Professional Services for third parties, including any competitors of the Customer. Any IPRs which may be created by Unit4 during the provision of Unit4 Professional Services or a Project, including, without limitation, ideas, know-how, techniques, enhancements or modifications to Unit4 Products and/or Unit4 Services, source code or Unit4 Documentation and any software scripts, shall be the property of Unit4. Unit4 retains title and full ownership rights to all such IPRs under any Applicable Law of any jurisdiction; however, the Customer shall be granted a royalty-free, non-exclusive, non-sublicensable (except to Customers’ Affiliates), license to use such IPRs for its internal business purposes for the same term as the Customer’s license for the Software Products.

User Acceptance Tests for Projects

8. The Customer is responsible for setting and carrying out User Acceptance Tests.

Change Control

9. Unit4 shall provide such additional Unit4 Professional Services and shall make such changes to the Unit4 Professional Services (and consequential pricing or timing issues) as shall be agreed between the Parties in accordance with the change control process (if any) agreed prior to the initiation of any Project.

Sub-contracting

10. Unit4 may sub-contract delivery of the Unit4 Professional Services to one of its approved services partners.

Delivery estimates and Time of delivery

11. Unless otherwise agreed in a Deviation Schedule, any dates or times for delivery of Projects provided by or agreed with Unit4 are estimates and indicative only and time is never ‘of the essence’ in relation to the delivery of any Unit4 Professional Services. Unit4 will not be liable for any failure to deliver a Project or any agreed deliverables by any specified dates whether agreed before or following any Project initiation.
Schedule 4

Purchases of Third Party Products and Services (if applicable – see clause 1.2)

1.2) Purchases of Third Party Products and Services

1. Unit4 will from time to time offer Third Party Products and Services for sale alongside Unit4 Products and Unit4 Services. Further information about such Third Party Products and Services is found in the Third Party Information and Terms Policy. Such Third Party Products and Services are sold either:

1.1. subject to the terms of the Agreement, with all references to “Unit4” in respect of any deliverables or obligations replaced with the relevant Third Party Provider (set out in the Order Form) and (where applicable) all references to: (i) “Unit4 Products” replaced with Third Party Products; (ii) Unit4 Services or Unit4 Global Cloud Service (as applicable) replaced with Third Party Services; (iii) Unit4 Documentation replaced with Third Party Documentation and (iv) all applicable definitions in Appendix B - Definitions are read and construed as if they applied (mutatis mutandis) to the Third Party Products and/or Third Party Services. Any references to “Unit4” in respect of payment shall remain references to Unit4 and any other references shall be construed so as to apply (equally) to both Unit4 and the relevant Third Party Provider. Unit4 hereby agrees to procure that the Third Party Provider delivers the Third Party Products and/or Third Party Services in accordance with the Agreement (as amended as applicable to refer to the Third Party Provider) together with any specific terms and conditions set out in the Order Form that apply to the particular Third Party Products and/or Third Party Services (which for the avoidance of doubt form the Agreement between the Parties). Both Unit4 and the Third Party Provider may enforce the terms of the Agreement against the Customer as if each of them were a party thereto (although the consent of the Third Party Provider is not required for Unit4 and Customer to amend or vary the Agreement) and Unit4 will remain liable for any failure by the Third Party Provider to deliver the Third Party Products and/or Third Party Services in accordance with the Agreement; or

1.2. on Third Party Terms (which for the avoidance of doubt forms the Agreement between the Parties). Unit4 will be entitled to receive payment in accordance with the payment terms. Customer will comply with all the Third Party Terms and both Unit4 and the Third Party Provider may enforce the terms of the Agreement against the Customer as if each of them were a party thereto (although the consent of the Third Party Provider is not required for Unit4 and Customer to amend or vary the Agreement) and Unit4 will remain liable for any failure by the Third Party Provider to deliver the Third Party Products and/or Third Party Services in accordance with the Agreement.

1.3. Unit4 warrants that, where applicable, it has the right to sub-license or grant access to (as applicable) any part of the Third Party Products and/or Third Party Services which it is sub-licensing or granting access to (as applicable) to the Customer or (as appropriate) the right to distribute any Third Party Products and/or Third Party Services which it is providing to the Customer.
Appendix B
Definitions

GCloud 10
May 2018
### Definitions and meanings

#### A

<table>
<thead>
<tr>
<th>Word or Phrase</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptable Use Policy (or AUP)</td>
<td>Unit4’s policy in relation to acceptable use of the Unit4 Global Cloud Service available here: <a href="http://www.unit4.com/terms">www.unit4.com/terms</a>.</td>
</tr>
<tr>
<td>Account</td>
<td>a unique account established for each individual User to access the Unit4 Product and/or Unit4 Global Cloud Service.</td>
</tr>
<tr>
<td>Account Administrator</td>
<td>an appropriate and qualified Business User who will have administrative level control for creation, maintenance and deletion of Accounts providing access to the Unit4 Product and/or Unit4 Global Cloud Service.</td>
</tr>
<tr>
<td>Active Business Record</td>
<td>a record of an individual (e.g. an Account), kept and maintained by the Customer to allow it to perform its internal business purposes, which is in use and periodically accessed by either the Customer or that individual.</td>
</tr>
<tr>
<td>Affiliate</td>
<td>any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control” for purposes of this definition, means direct or indirect ownership or the ability to exercise that control over more than 50% of the voting interests of the subject entity.</td>
</tr>
<tr>
<td>Agreement</td>
<td>the legally binding terms and conditions agreed between Unit4 and the Customer in relation to the purchase by the Customer of Products and/or Services.</td>
</tr>
<tr>
<td>Applicable Law</td>
<td>all laws, statutes and regulations in force from time to time applicable to the Parties.</td>
</tr>
<tr>
<td>Assigned Support Team</td>
<td>a multi-disciplinary support team that understands the Customer’s software environment, which is assigned to the Customer to assist with Cases.</td>
</tr>
</tbody>
</table>

#### B

<table>
<thead>
<tr>
<th>Word or Phrase</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Support</td>
<td>See Standard Support.</td>
</tr>
<tr>
<td>Bespoke Development</td>
<td>a commissioned project or package of activities (agreed between the Parties in an Order Form) to amend or supplement code of the Unit4 Product and/or Unit Global Cloud Service (as applicable).</td>
</tr>
<tr>
<td>Business Days</td>
<td>Monday to Friday, excluding public holidays in the country in the Territory.</td>
</tr>
<tr>
<td>Business Hours</td>
<td>9.00 a.m. to 5.00 p.m. on any Business Day.</td>
</tr>
<tr>
<td>Business User</td>
<td>See Enterprise User</td>
</tr>
</tbody>
</table>

#### C

<table>
<thead>
<tr>
<th>Word or Phrase</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case</td>
<td>a request for Unit4 Customer Support that is either an Incident or a Service Request.</td>
</tr>
<tr>
<td>Cloud Production Environment</td>
<td>the production environment of the Unit4 Global Cloud Service (in the production data centre), which excludes any non-production environments such as preview, testing, quality, development and acceptance environments.</td>
</tr>
<tr>
<td>Cloud Service Description</td>
<td>Appendix E – Unit4 Global Cloud Service Description.</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>all confidential information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party (including its directors, officers, employees, contractors or agents) prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.</td>
</tr>
<tr>
<td>Configuration</td>
<td>any solution setup that is accomplished by changing standard menus and functionality within the application itself. For the avoidance of doubt, Configuration excludes and Customisation and Bespoke Development.</td>
</tr>
<tr>
<td>Customer</td>
<td>the customer Party whose details are set out in an Order Form.</td>
</tr>
<tr>
<td>Customer Data</td>
<td>all data or information submitted by Customer (whether) directly or indirectly to Unit4.</td>
</tr>
</tbody>
</table>
Customer Personal Data | all Personal Data of the Customer.
---|---
Customer Service Owner | one Named Support Contact nominated by the Customer, whose name and contact details (including an email address and telephone number) are provided by the Customer to Unit4 (and shall be updated by the Customer from time to time) that Unit4 will use as a key point of contact in the event of any time sensitive issues relating to the Product or Unit4 Global Cloud Service (as applicable).

Customisation | activities (usually delivered as Professional Services) to amend or supplement code of the Unit4 Product and/or Unit4 Global Cloud Service (as applicable) that is not sufficiently extensive to be classified as Bespoke Development (including Custom Reports and Integration Development).

Custom Reports | activities (usually delivered as Professional Services) to amend or supplement code of the Unit4 Product and/or Unit4 Global Cloud Service for the development of reports that are not included in the standard Unit4 Product and/or Unit4 Global Cloud Service.

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**D**

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<tr>
<th>Word or Phrase</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Processing Agreement</td>
<td>an agreement entered into between Unit4 and the Customer in relation to the processing by Unit4 of Customer’s Personal Data a copy of which may, if required, be annexed as Annex A(i) to Appendix A – General Terms of Business.</td>
</tr>
<tr>
<td>Data Processing Product Sheets</td>
<td>the sheets containing information required under Applicable Law to be stated in a Data Processing Agreement (or otherwise) in relation to the processing of Customer Personal Data by Unit4 in the Unit4 Product and/or Unit4 Services.</td>
</tr>
<tr>
<td>Data Subject</td>
<td>a person who is a subject of the Customer Personal Data.</td>
</tr>
<tr>
<td>Deviation Schedule</td>
<td>a Schedule (usually attached or appended to an Order Form) showing any agreed variations to Unit4’s standard terms and conditions (whether as a table or red-line).</td>
</tr>
<tr>
<td>Disaster</td>
<td>an unplanned event or circumstance of a significant scale, considerable impact or prolonged period that results in unavailability of the Cloud Production Environment and which does not occur as a result of the Service Outage Exclusions.</td>
</tr>
<tr>
<td>Disclosing Party</td>
<td>in relation to the disclosure and receipt of Confidential Information, the Party and/or its respective Affiliates disclosing the Confidential Information.</td>
</tr>
</tbody>
</table>

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**E**

<table>
<thead>
<tr>
<th>Word or Phrase</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date</td>
<td>the date that the parties state in an Order Form that the Agreement takes effect or, in the absence of any specified date, the date that the last party signs an Order Form.</td>
</tr>
<tr>
<td>Enhanced Support</td>
<td>the delivery of Unit4 Customer Support in accordance with the Enhanced Support package in Section B the Unit4 Support Terms.</td>
</tr>
<tr>
<td>Enterprise User</td>
<td>appropriately trained employees or sub-contractors (as approved by Unit4 from time to time whether by publishing a list or in writing) of the Customer or its Affiliates who require access to all core functionality including configuration of the application, data, processes and delivery model.</td>
</tr>
<tr>
<td>Escrow Policy</td>
<td>details of Unit4’s escrow providers for each Product available here: <a href="http://www.unit4.com/terms">www.unit4.com/terms</a>.</td>
</tr>
<tr>
<td>Expenses</td>
<td>Unit4’s reasonably incurred expenses for accommodation, subsistence and travel for supplying Professional Services at any premises other than Unit4’s.</td>
</tr>
<tr>
<td>Extended Lifetime Support</td>
<td>the provision of Unit4 Customer Support in accordance with Section D of the Unit4 Support Terms.</td>
</tr>
</tbody>
</table>

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**F**

<table>
<thead>
<tr>
<th>Word or Phrase</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Force Majeure</td>
<td>circumstances beyond a Party’s reasonable control including, without limitation, any delay caused by war, terrorism, interruption of electricity, internet, means of telecommunication, strikes and unavailability of Personnel and any delay caused by any act or omission of the other party.</td>
</tr>
<tr>
<td>Word or Phrase</td>
<td>Meaning</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Good Industry Practice</td>
<td>Using standards, practices, methods and procedures and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;</td>
</tr>
<tr>
<td>Hot Fix</td>
<td>an urgent and often time sensitive revision of Unit4 Product issued (usually) at greater frequency than an Update or Release, which contains vital corrections to errors in the Unit4 Product and/or Unit4 Global Cloud Service to stabilize availability or maintain security objectives.</td>
</tr>
<tr>
<td>Incident</td>
<td>an issue with (as applicable) the Unit4 Products or Unit4 Global Cloud Service that interrupts the current mode of operation and/or business processes of the Customer.</td>
</tr>
<tr>
<td>Initial Response Time Objective</td>
<td>the objective or target set by Unit4 for responding to an Incident as set out in the Priority Level Designation Table.</td>
</tr>
<tr>
<td>Installation Address</td>
<td>the address where the Customer chooses to install the on premises edition of the Unit4 Product (as provided to Unit4 from time). In the absence of any such address being provided by the Customer, the Installation Address shall be taken to mean the Customer’s registered office address as provided in the Order Form.</td>
</tr>
<tr>
<td>Integration Development</td>
<td>activities (usually delivered as Professional Services) involving the development of capability that is intended to create an interface between the Unit4 Product and/or Unit4 Global Cloud Service and a third party system or solution.</td>
</tr>
<tr>
<td>Intellectual Property Rights or “IPRs”</td>
<td>patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks (or trademarks) and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.</td>
</tr>
<tr>
<td>Key Performance Indicator or “KPI”</td>
<td>an objectively measurable indication of performance as set out in the SLA.</td>
</tr>
<tr>
<td>Malicious Code</td>
<td>viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.</td>
</tr>
<tr>
<td>Minimum Term</td>
<td>in relation to the purchase of Unit4 Global Cloud Services or a Software Subscription Licence, the minimum term set out in the Order Form for which the Customer commits to the purchase of the applicable product or service. In the absence of any agreement to the contrary in the Order Form, the default “Minimum Term” shall be three (3) years from the Effective Date.</td>
</tr>
</tbody>
</table>
### Word or Phrase | Meaning
---|---
**Named Support Contacts** | those representative Professional Users or Enterprise Users of the Customer named from time to time as support contacts for the Unit4 Products or Unit4 Global Cloud Service as defined in the Unit4 Support Terms.

**National ICT Salary Index** | the national ICT salary index for each jurisdiction a link to which is provided here: [www.unit4.com/terms](http://www.unit4.com/terms).

**Non-Unit4 Applications** | all applications, products and/or services whether online or offline used or accessed by the Customer that do not form part of the Products or Services provided by Unit4 (for itself and on behalf of its Third Party Providers).

---

### Word or Phrase | Meaning
---|---
**On Premises Environment** | an environment (as permitted under the Agreement) on which the Unit4 Product is installed by the Customer.

**Order Form** | any ordering document (including order form, statement of work, quote or other document) executed by an authorised signatory of each Party for the provision of Products and Services subject to the terms of the Agreement. The term “Order Forms” shall be construed accordingly.

---

### Word or Phrase | Meaning
---|---
**Party** | each of the Parties to the Agreement and the term "Parties" shall be construed accordingly (as referring to both of them).

**Personal Data** | any information that is related to an identified or identifiable individual and that is provided by Customer or any of its Affiliates or Personnel.

**Personnel** | any persons employed by Unit4 or the Customer (as appropriate).

**Planned Maintenance** | the period of time in which planned maintenance window for the Cloud Production Environment is scheduled which is set out in the Cloud Service Description or Unit4 Customer Portal.

**Premium Support** | the delivery of Unit4 Customer Support in accordance with the Premium Support package in Section B the Unit4 Support Terms.

**Policy Documentation** | Unit4’s or any of its sub-suppliers’ additional documentation and information containing established policies and/or procedures and/or information relating to the Products and/or Services purchased by the Customer (all) as may be updated from time to time and made available here: [www.unit4.com/terms](http://www.unit4.com/terms).

**Prevailing Rates** | Unit4’s prevailing rates for Unit4 Products and/or Unit4 Services (as applicable) as may be provided to the Customer by Unit4 from time to time.

**Priority Level Designation** | a priority level (between 1 and 4) designated to an Incident in accordance with the guidance provided in the Priority Level Designation Table.

**Priority Level Designation Table** | the table of the same name set out at figure 1 in the Unit4 Customer Support Terms.

**Privacy Policy** | the Unit4 Privacy Policy available here: [www.unit4.com/terms](http://www.unit4.com/terms).

**Production Service** | the Cloud Production Environment.

**Products** | (as applicable) any Unit4 Products and/or Third Party Products.

**Project** | a defined piece of work comprising Professional Services usually to implement or upgrade a Unit4 Product and/or Unit4 Global Cloud Service.

**Professional Services** | any or all of the following services: general consultancy; implementation consultancy; installation services; project management services; technical assistance; data migration; design; addressing issues and faults; development of software; scheduled training; customised training courses; production of documents or related materials; or any other time based activity.

**Professional User** | appropriate trained employees or sub-contractors of the Customer or its Affiliates who require access to the Unit4 Product and/or Unit4 Global Cloud Service for data inputting.
and reporting or for managers and/or service professionals to perform in their role within the Customer’s organisation and support all Customer’s internal business purposes.

<table>
<thead>
<tr>
<th>Word or Phrase</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receiving Party</td>
<td>in relation to the disclosure and receipt of Confidential Information, the Party and/or its respective Affiliates receiving the Confidential Information from the Disclosing Party.</td>
</tr>
<tr>
<td>Recovery Objective ‘RPO’</td>
<td>the maximum targeted time period in which data may be lost, measured backwards from the point in time when Cloud Production Environment became unavailable as a result of the Disaster.</td>
</tr>
<tr>
<td>Recovery Objective ‘RTO’</td>
<td>the amount of time that it takes Unit4 to perform the restoration of the Cloud Production Environment to the state before it became unavailable as a result of a Disaster.</td>
</tr>
<tr>
<td>Release</td>
<td>a new iteration of a Unit4 Product or Unit4 Global Cloud Service (as applicable) that is made available to the Customer (either as part of Unit4 Customer Support or Unit4 SaaS) and for the avoidance of doubt, a list of the current and previous Releases of the Unit4 Products are available here: <a href="http://www.unit4.com/terms">www.unit4.com/terms</a>.</td>
</tr>
<tr>
<td>Renewal Date</td>
<td>the anniversary of the Effective date and each subsequent anniversary thereof.</td>
</tr>
<tr>
<td>Resolution</td>
<td>one or more of the following actions, as appropriate, in response to an Incident:</td>
</tr>
<tr>
<td></td>
<td>(i) provision of the requested advice;</td>
</tr>
<tr>
<td></td>
<td>(ii) explanation of how a particular element of functionality should be used;</td>
</tr>
<tr>
<td></td>
<td>(iii) provision of an alternative method of system operation where an error has been identified and agreed;</td>
</tr>
<tr>
<td></td>
<td>(iv) provision of a workaround or other solution; and</td>
</tr>
<tr>
<td></td>
<td>(v) where no alternative method of system operation or workaround is possible, confirmation that an application error has been identified and logged for error correction.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Word or Phrase</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Service User</td>
<td>all people (including employees, students, consultants, contingent workers, independent contractors, retirees, citizens, prospective students and alumni) for whom the Customer or its Affiliates hold an Active Business Record that is recorded in or held by the Unit4 Product and/or Unit4 Global Cloud Service and who require access to functionality to service individual needs.</td>
</tr>
<tr>
<td>Sensitive Personal Data</td>
<td>Personal Data consisting of information about a Data Subject’s racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition, sexual life, or commission of or proceedings for any offence committed or alleged to have been committed by the Data Subject.</td>
</tr>
<tr>
<td>Services</td>
<td>(as applicable) any Unit4 Services and/or Third Party Services.</td>
</tr>
<tr>
<td>Service Availability</td>
<td>the amount of time (given as a percentage) that the Unit4 Cloud Production Environment is available for use.</td>
</tr>
<tr>
<td>Service Credit</td>
<td>a service credit payable in accordance with the Cloud Service Description.</td>
</tr>
<tr>
<td>Service Description</td>
<td>the Cloud Service Description and/or Solution Specific Service Description (as applicable).</td>
</tr>
<tr>
<td>Service Level Agreement (or SLA)</td>
<td>Appendix D - Unit4 Global Cloud Service Level Agreement or (if specified in an Order Form or Deviation Schedule) a different SLA or Third Party Provider service level agreement. The Unit4 Global Cloud Service Level Agreement is available here: <a href="http://www.unit4.com/terms">www.unit4.com/terms</a>.</td>
</tr>
<tr>
<td>Service Outage</td>
<td>the amount of time (expressed in minutes) in any given month that the Unit4 Cloud Production Environment is not available for use, but excludes any outages as a result of “Service Outage Exclusions”.</td>
</tr>
<tr>
<td>Table</td>
<td>Description</td>
</tr>
<tr>
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</tr>
</tbody>
</table>
| Service Outage Exclusions | - Planned Maintenance;  
- failure of any circuits or connections provided by third party telecommunication providers or common carriers;  
- failure of any external internet service provider or an internet exchange point;  
- acts or omissions of the Customer or any Users permitted to access the Cloud Production Environment;  
- behaviour of Customer applications, equipment or managed operating systems; and  
- Force Majeure. |
| Service Report | a report setting out the performance of Unit4 against any KPIs. |
| Service Request Catalogue | a standard list of Service Requests from which the Customer may choose. |
| Service Response | the processing time of the Cloud Production Environment to complete requests submitted from a web browser and excludes requests submitted via Unit4 APIs. |
| Service Restore | the time it takes Unit4 to perform the restoration of a recent Cloud Production Environment back-up (at the request of the Customer). |
| Significant Revision | a significant revision to the Unit4 Product, such that it resembles a new software product or a greatly enhanced version of the product, which Unit4 may choose to name consistently with the previous one. |
| Software Subscription Licence | an annual subscription licence to use or access the Unit4 Product as set out in an Order Form. |
| Software Term Licence | a long term licence to use or access the Unit4 Product set out in an Order Form. |
| Solution Description | where available Appendix G – Solution Description setting out a description of the functionality of the specific Unit4 Product and/or Unit4 Global Cloud Service (as applicable) or (alternatively) functional sheets or specifications / solution descriptions provided by Unit4 from time to time. |
| Solution Specific Service Description | the applicable part of Appendix F – Solution Specific Service Description for the Unit4 Product and/or Unit4. |
| Specification | the Solution Description for the applicable Unit4 Product and/or Unit4 Global Cloud Service or (where there has been a documented tender process) the functionality set out in Unit4’s response to tender as modified by any subsequent clarification documentation provided by Unit4 to the Customer. |
| Standard Support | the delivery of Unit4 Customer Support in accordance with the provisions of Section A of the Unit4 Support Terms. |
| Support Escalation Process | the escalation process as updated from time to time by Unit4, which can be provided to the Customer on request, setting out the escalation pathway for disputes or disagreements about the provision of Unit4 Customer Support. |

<table>
<thead>
<tr>
<th>Word or Phrase</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.</td>
</tr>
<tr>
<td>Term</td>
<td>the term of the Agreement.</td>
</tr>
<tr>
<td>Terms of Business</td>
<td>Appendix A - Unit4’s General Terms of Business setting out the terms and conditions applicable between Unit4 and the Customer in relation to the purchase by the Customer of Products and/or Services available here: <a href="http://www.unit4.com/terms">www.unit4.com/terms</a>.</td>
</tr>
<tr>
<td>Territory</td>
<td>where Unit4 has its registered office address.</td>
</tr>
<tr>
<td>Third Party Documentation</td>
<td>the online data sheets and documentation for the Third Party Products and/or Third Party Services, as updated from time to time.</td>
</tr>
<tr>
<td>Word or Phrase</td>
<td>Meaning</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Unit4</td>
<td>the Unit4 contracting entity that is Party to the Order Form.</td>
</tr>
<tr>
<td>Unit4 Account Representative Function</td>
<td>the Unit4 personnel that is/are designated responsible for the overall conduct of the relationship with the Customer.</td>
</tr>
<tr>
<td>Unit4 Applications</td>
<td>Unit4 Business World and Unit4 Student Management</td>
</tr>
<tr>
<td>Unit4 Communities</td>
<td>a virtual community where Unit4 customers may interact with each other on a shared space primarily via the internet.</td>
</tr>
<tr>
<td>Unit4 Customer Portal</td>
<td>the application by which Customer can submit and monitor requests for Unit4 Customer Support and obtain information relating to the Unit4 Product and/or Unit4 Global Cloud Service.</td>
</tr>
<tr>
<td>Unit4 Customer Support</td>
<td>the support services provided by Unit4 in relation to any Unit4 Product and Unit4 Global Cloud Service in accordance with the applicable Unit4 Support Terms.</td>
</tr>
<tr>
<td>Unit4 Documentation</td>
<td>the online data sheets and documentation for the Unit4 Product and/or Unit4 Services, as updated from time to time, accessible via <a href="http://my.unit4.com">http://my.unit4.com</a> (or another site as identified by Unit4 from time to time).</td>
</tr>
<tr>
<td>Unit4 Global Cloud Service</td>
<td>(as applicable) either Unit4 SaaS or Unit4 Managed Cloud.</td>
</tr>
<tr>
<td>Unit4 Managed Cloud</td>
<td>Unit4’s managed cloud service as made available to the Customer.</td>
</tr>
<tr>
<td>Unit4 Product</td>
<td>any Unit4 Software and/or Unit4 SaaS purchased by the Customer in an Order Form and “Unit4 Product” shall be construed accordingly.</td>
</tr>
<tr>
<td>Unit4 Professional Services</td>
<td>any Professional Services provided by (or on behalf of) Unit4 to the Customer under the Agreement.</td>
</tr>
<tr>
<td>Unit4 SaaS</td>
<td>Unit4’s software as a service as made available to the Customer.</td>
</tr>
<tr>
<td>Unit4 Services</td>
<td>(as applicable) Unit4 Global Cloud Services, Unit4 Customer Support and Unit4 Professional Services.</td>
</tr>
<tr>
<td>Unit4 Software</td>
<td>Unit4’s proprietary software products that are delivered to and licenced for use by the Customer under an Agreement (which for the avoidance of doubt may be used on premises, hosted by a third party or hosted by Unit4 utilising Unit4 Managed Cloud).</td>
</tr>
<tr>
<td>Unit4 Support Terms</td>
<td>Appendix C - Unit4 Global Tiered Support Terms.</td>
</tr>
<tr>
<td>Update</td>
<td>a scheduled revision of Unit4 Product and/or Unit4 Global Cloud Service issued at greater frequency than a Release, which contain corrections to errors in the Unit4 Product and/or Unit4 Global Cloud Service and or contains small functional enhancements to the Unit4 Product and/or Unit4 Global Cloud Service.</td>
</tr>
<tr>
<td>Unplanned Preventative Maintenance</td>
<td>Unavailability relating to unplanned maintenance for unforeseen and exceptional circumstances, without which a serious incident or issue may occur to the Unit4 Global Cloud Service.</td>
</tr>
<tr>
<td><strong>Usage Limit</strong></td>
<td>the limit on the number and or type of User for which the Customer has purchased access to the Product and/or Unit4 Global Cloud Service.</td>
</tr>
<tr>
<td><strong>User</strong></td>
<td>all users (of whatever nature) permitted access to the Unit4 Product and/or Unit4 Global Cloud Service (as applicable).</td>
</tr>
<tr>
<td><strong>User Acceptance Tests</strong></td>
<td>user acceptance tests defined (within a reasonable timeframe) by the Customer and in agreement with Unit4 to test the compliance of the Unit4 Product with the Specification, or in the absence of a Specification the Unit4 Documentation, to ensure that the Unit4 Product or Unit4 Service will deliver the functionality set out in the Specification in all material respects.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Word or Phrase</strong></th>
<th><strong>Meaning</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Policy</td>
<td>Unit4’s policy in relation to the amount of hours per Territory for a Unit4 Professional Services working day available here: <a href="http://www.unit4.com/terms">www.unit4.com/terms</a>.</td>
</tr>
</tbody>
</table>
### Technical Acronyms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACT</td>
<td>Advanced Customisation Tools (Unit4 Business World only)</td>
</tr>
<tr>
<td>ADFS</td>
<td>Active Directory Federation Services</td>
</tr>
<tr>
<td>AES</td>
<td>Advanced Encryption Standard</td>
</tr>
<tr>
<td>API</td>
<td>Application Program Interface (e.g. Web Services)</td>
</tr>
<tr>
<td>ARC</td>
<td>Agresso Reporting Tool (Unit4 Business World only)</td>
</tr>
<tr>
<td>AUP</td>
<td>Acceptable Use Policy</td>
</tr>
<tr>
<td>HTML</td>
<td>Hyper Text Markup Language</td>
</tr>
<tr>
<td>HTTPS</td>
<td>Hypertext Transfer Protocol Secure</td>
</tr>
<tr>
<td>Kbps</td>
<td>Kilobits Per Second</td>
</tr>
<tr>
<td>ODBC</td>
<td>Open Database Connectivity</td>
</tr>
<tr>
<td>PCI DSS</td>
<td>Payment Card Industry – Data Security Standard</td>
</tr>
<tr>
<td>RPO</td>
<td>Recovery Point Objective</td>
</tr>
<tr>
<td>RTO</td>
<td>Recovery Time Objective</td>
</tr>
<tr>
<td>SFTP</td>
<td>Secure File Transfer Protocol</td>
</tr>
<tr>
<td>SHA-2 RSA</td>
<td>Secure Hash Algorithm (number 2) and RSA encryption Algorithm</td>
</tr>
<tr>
<td>SOC</td>
<td>Service Organization Controls</td>
</tr>
<tr>
<td>SPF</td>
<td>Sender Policy Framework email validation system</td>
</tr>
<tr>
<td>SQL</td>
<td>Structured Query Language</td>
</tr>
<tr>
<td>TLS</td>
<td>Transport Layer Security Encryption</td>
</tr>
<tr>
<td>URL</td>
<td>Uniform Resource Locator (a web address)</td>
</tr>
<tr>
<td>VPN</td>
<td>Virtual Private Network</td>
</tr>
<tr>
<td>XML</td>
<td>Extensible Markup Language</td>
</tr>
</tbody>
</table>
SECTION A – STANDARD SUPPORT TERMS

1. Support Coverage

Standard Support Coverage

Unit4 will support standard application and technical functions that are set out in the applicable Solution Description and/or Service Description for the Unit4 Product and/or Unit4 Global Cloud Service.

Additional Support

For all other application or technical functions (including any Customisations whether provided by Unit4 or not) and/or issues or errors caused by Customer's information systems and/or third party products or services, Unit4 may assist Customer and any third party suppliers in diagnosing and resolving issues or errors. However, Customer acknowledges that these matters are outside of Standard Support coverage. Unit4 reserves the right to charge at Unit4’s Prevailing Rates, when providing assistance in relation to these matters.

2. Named Support Contacts and Customer Service Owner

Required Named Support Contacts

The Customer will appoint at least five (5) Named Support Contacts. The Named Support Contacts must be trained on the Unit4 Product and/or Unit4 Global Cloud Service for which they initiate Cases and will provide a first point of contact and will attempt to resolve issues identified by Customer’s Users, qualifying all issues prior to raising them with Unit4 Customer Support to be logged as a Case. The Named Support Contacts are the primary point of contact with Unit4 Customer Support.

In addition, some Unit4 Products and/or Unit4 Global Cloud Services require at least two (2) Named Support Contacts for each major modular area, e.g. Financials, HR. By way of clarification, the same person may perform the role of Named Support Contact for more than one modular area, provided: (i) that they have completed the necessary training to perform the role on each modular area; and (ii) there is always at least two people trained as Named Support Contacts allocated to each modular area.

Additional Technical Contacts Required for Unit4 Global Cloud Services

Further, in relation to the use of the Unit4 Global Cloud Service, Customer will appoint at least two (2) of the Named Support Contacts to also be technical contacts. These technical contacts shall provide the first point of contact and will attempt to resolve technical issues (or queries) identified by the Customer’s Users.

Customer shall also appoint Customer Service Owner to be the key point of contact in relation to any time sensitive technical / service issues. It is Customer’s responsibility to provide up to date contact details for the Customer Service Owner. Unit4 shall not be liable for any failure of the Products and/or Unit4 Global Cloud Service (as applicable) that results from a Customer’s failure to appoint and provide the details of a Customer Service Owner.

Training Requirements for Named Support Contacts

Where, in Unit4’s reasonable opinion, a Named Support Contact requires additional training in order to satisfactorily perform their role in relation to the operation or support of the applicable Unit4 Product and/or Unit4 Global Cloud Service, a reasonable programme of additional education will be proposed by Unit4 to be undertaken at the expense of the Customer. The training courses may be online courses or face to face training provided by Unit4 staff at locations notified to the Customer by Unit4.

3. Self-Help Resources

Unit4 provides the Customer with access to on-line resources made available via Unit4 Communities and/or the Unit4 Customer Portal, in each case in English.

4. Case Classification, Qualification, Response and Escalation

Logging Cases

Cases shall be logged in English (unless otherwise agreed). Customer’s Named Support Contacts are able to submit Cases on a 24x7 basis via Unit4 Communities, the Unit4 Customer Portal or email. In addition, Cases
Cases will be classified and handled as follows:

4.1 Incidents

An Incident will get routed to the appropriate resolution groups and Unit4 Customer Support will manage progress of the Incident towards a Resolution (in the form Unit4 deems most appropriate). Incidents will be classified in accordance with the Priority Level Designation Table.

Fig. 1 (Priority Level Designation Table)

<table>
<thead>
<tr>
<th>Priority Level Designation</th>
<th>Business Impact Assessment</th>
<th>Initial Response Time Objective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1 – Critical</td>
<td>The Customer’s use of the Unit4 Product (in its production environment or the Cloud Production Environment) is stopped or so severely impacted that their entire organization cannot reasonably continue to work. For example, Customer’s organization experiences complete loss of service or the loss of operation is critical to their business and the situation becomes an emergency.</td>
<td>1 Business Hour.</td>
</tr>
<tr>
<td>Priority 2 – Major</td>
<td>One or several important business processes are disabled by the issue, causing major disruption, but it is not a Priority 1 condition.</td>
<td>2 Business Hours</td>
</tr>
<tr>
<td>Priority 3 – Normal</td>
<td>Business processes are affected by the issue, causing minor disruptions, or loss of functionality but it is not a Priority 2 condition.</td>
<td>8 Business Hours</td>
</tr>
<tr>
<td>Priority 4 – Minor</td>
<td>Business processes are basically unaffected by the issue, but it may cause minor application usability issues.</td>
<td>2 Business Days</td>
</tr>
</tbody>
</table>

Unit4 Initial Response Time Objective

Unit4 shall use reasonable endeavours to respond within the Initial Response Time Objective.

Diagnosis of Incidents

Customer shall reasonably self-diagnose each Incident and recommend a Priority Level Designation based on the business impact assessment shown in the Priority Level Designation Table. Unit4 shall confirm Customer's Priority Level Designation, or notify Customer of a change in the Priority Level Designation to a higher or lower level with justification. If the Customer does not agree with Unit4’s classification, each Party shall promptly escalate such conflict through the Support Escalation Process, during which time the Parties shall continue to handle the Incident in accordance with the Priority Level Designation given by Unit4.

Diagnosis and Resolution (Process and Responsibilities)

Unit4 will work with the Customer during Business Hours to provide a Resolution.

Customer must be available during the investigation into any Incident. The Customer will need to be able to answer inquiries from Unit4 and to provide all relevant information. This may include providing detailed step-by-step problem description, screenshots as required to reproduce the Incident.

Where Customer’s Unit4 Product is delivered on premises, the Customer may be asked to provide remote access for troubleshooting purposes. In the event of an Incident, Unit4 will use its basic remote connection (i.e. screen sharing). Any other form of remote access will be outside of Standard Support.

If the relevant information or access is not made available within the agreed timescale, it may impact Unit4’s ability to diagnose the Incident and delay a Resolution. In this case, Unit4 reserves the right to re-schedule the diagnostic work, at its convenience, when suitable Customer resources become available. Customer is responsible for ensuring that it is permitted to share any relevant data or information with Unit4. The Customer will be able to review through the Unit4 Customer Portal: (i) whether the Initial Response Time Objective has
been met and (ii) progress of logged Incidents.

Customers are obliged to test the solutions or workarounds provided by Unit4 and, if accepted by the Customer (acting reasonably), Customer will close the Incident.

**Application Error Correction Obligations**

Where it has been established that the cause of an Incident is an error in the application software code, the following procedures will be used to provide corrections:

- Priority 1 – a workaround or solution will be provided to the Customer as soon as reasonably possible. In the event that an appropriate workaround or solution is not possible, then a correction will be delivered via a Hot Fix, Update or Release (as applicable) as soon as reasonably possible.

In the case of other errors, Unit4 will use reasonable endeavours to achieve the following:

- Priority 2 – provide an accepted workaround or solution and provide a correction in a Hot Fix or the next Update if feasible to do so;
- Priority 3 – provide an accepted workaround or solution and evaluate the suitability of providing a correction in the next Update or Release and to do so if appropriate and feasible;
- Priority 4 – evaluate the suitability of providing a correction in the next Release and to do so if appropriate and feasible.

In the event that a Hot Fix, Update or Release is made available which contains corrections to errors that cannot otherwise be rectified in the Customer's current Update or Release, then the Customer will no longer receive Unit4 Customer Support in relation to such errors.

**General Disclaimer**

Unit4 has no obligation to correct defects or errors relating to:

- failure of the Customer to utilise the appropriate versions of other third party software required to run in conjunction with the Unit4 Product and/or Unit4 Global Cloud Service as stated by Unit4 from time to time; or
- installation of, or Customisation to, the Unit4 Product by any person other than Unit4; or
- user error or incorrect use of the Unit4 Product and/or Unit4 Global Cloud Service (as applicable); or
- failure by Customer to apply any workaround or solution provided or suggested by Unit4; or
- any fault in any hardware or software manufactured by a third party used in conjunction with the Unit4 Product (that is not provided by Unit4); or
- (unless otherwise agreed) Customer's use of an unsupported Release; or
- defects or errors caused by the use of the Unit4 Product on or with equipment not recommended or approved in writing by Unit4.

4.2 Service Requests

Service Requests will have an initial response time of 2 Business Days after confirmation of receipt by Unit4 of the Service Request.

Customer will be able to choose Service Requests in the Customer Portal using the Service Request Catalogue or submit a free-form Service Request and (in each case) Customer must provide Unit4 with all the required information to allow Unit4 to process the Service Request.

For the avoidance of doubt, Unit4 is not under any obligation to deliver Service Requests.

4.3 Cases Requiring Database Changes

Where there is a need for, or Customer has requested, a data manipulation (expressed as a SQL script) in the then the following will apply. As all Customer Data is owned by the Customer, who is also responsible for its accuracy and integrity, Unit4 requires specific approval by the Customer to perform the necessary changes. Customer must provide consent prior to Unit4 taking any corrective action or applying any changes in the Customer's database. Unit4 will advise Customer of any steps that it needs to take and Customer must comply with such advice. Customer acknowledges and agrees that Unit4 is not responsible or liable, directly or indirectly, for any damage or loss (whether to the Customer Data or otherwise) caused or alleged to be caused by or in connection with Unit4 providing or performing any agreed changes.

5. Escalation and Complaint Management

If there are any disagreements or issues relating specifically to Unit4 Customer Support, the Customer Service Owner may escalate the disagreement or issue through the Support Escalation Process.

If Customer has a complaint in relation to Unit4 Customer Support, the Unit4 Account Representative Function will verify the complaint and manage the process with Unit4’s internal service functions and in communication
with any applicable Unit4 suppliers or sub-contractors and the Customer.

6. Supported Releases

**Current and Previous Release (N and N-1)**

Unit4 always recommends that Customers use the latest Release. Customer Support is provided for the current (N) and previous (N-1) Release of the Unit4 Product, including where delivered through the Unit4 Global Cloud Service.

**End of Life Support (NS-2)**

Where Unit4 Customer Support is (at Unit4’s discretion) provided for a Release of the Unit4 Product not specified in the previous paragraph, Unit4 reserves the right to cease and “end of life” the provision of such Unit4 Customer Support by providing the Customer with six (6) months’ notice. In such an event, Unit4 will advise on an appropriate upgrade and/or migration plan or may offer the Customer access to Extended Lifetime Support. Any resulting upgrade assessments or Project will be charged at Unit4’s Prevailing Rates.

7. Availability of Improvements and Old Technology

**Availability and Responsibility for Applying Improvements and Corrections**

Unit4 will from time to time provide improvements and corrections to the Unit4 Product and these will be incorporated into a Hot Fix, Update or Release. The Customer will receive Hot Fixes, Updates and Releases free of charge assuming that all applicable fees have been paid to Unit4.

For on premises Customers, it is the Customer’s responsibility to implement or apply new Hot Fixes or Updates as soon as reasonably practical. Where Unit4 specifies that an Update is “mandatory”, then Unit4 will not be obliged to provide a Resolution until Customer has implemented or applied the mandatory Update. For Unit4 Global Cloud Services Customers, Unit4 will implement all Hot Fixes and Updates automatically.

In the event that the Customer requires any Professional Services to assist with implementation of a Hotfix, Update or Release, then Unit4 may charge for this time at its Prevailing Rates.

**Old Technology**

The Customer acknowledges that owing to changes and advances in technology, new Releases of the Unit4 Product may in the future not always be compatible with any of the On Premises Environments present at the date of first installation of the applicable Unit4 Product. Unit4 will endeavour to provide the Customer with as much advance notice as it reasonably can, should Unit4 be aware that new Releases of the Unit4 Product require changes to an On Premises Environment. It is the Customer’s responsibility to upgrade the On Premises Environments, as advised by Unit4 with reasonable notice, in order to meet the requirements of new Releases.

Unit4 reserves the right with not less than 12 months’ notice to withdraw Unit4 Customer Support for new Releases of the Unit4 Product for certain database systems or operating systems used by the Customer which, in Unit4’s reasonable opinion, are no longer in wide commercial use.

8. Significant Product Revisions

Unit4 reserves the right to charge a reasonable fee for any Significant Revision. In order for a revision to the Unit4 Product to be classified as a Significant Revision, Unit4 needs to be able to demonstrate that it is the result of substantial re-development. Purchasing a Significant Revision is optional with the previous revision remaining under Standard Support.

9. Customisations

Customisations are not supported by Unit4. The customer has sole responsibility for the Customisations and their maintenance and Unit4 has no responsibility to maintain compatibility or fix any problems resulting from the use of non-standard software. This includes any custom development or Customisation (including Unit4 delivered Customisation as part of a project implementation or bespoke code written by Unit4). If any assistance is required in regard to Customisations and/or bespoke work, Unit4 may be able to assist with resolving issues or with upgrades of the Customisation, but this will be subject to review and extra charge. Customer will be required to purchase Professional Services at Unit4’s then applicable prevailing rates.
SECTION B – TIERED SUPPORT PACKAGES

Support as described in SECTION A is classified as a Standard Support Package. Customer can subscribe to additional Support Packages as described in Fig.2 (below).

Fig.2

<table>
<thead>
<tr>
<th>No.</th>
<th>Support Entitlement</th>
<th>Enhanced Support (On premises)</th>
<th>Enhanced Support (Global Cloud)</th>
<th>Premium Support (On premises)</th>
<th>Premium Support (Global Cloud)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Enhanced Case support</td>
<td>✓</td>
<td>☑</td>
<td>☒</td>
<td>☑</td>
</tr>
<tr>
<td>ii.</td>
<td>24/7 x 365 Case support</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>iii.</td>
<td>Premium Case support</td>
<td>☒</td>
<td>☒</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>iv.</td>
<td>Enhanced Escalation and Complaint Management</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>v.</td>
<td>Best Practice and Advisory Support</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>vi.</td>
<td>Annual Quality Review</td>
<td>☒</td>
<td>✓</td>
<td>☒</td>
<td>✓</td>
</tr>
<tr>
<td>vii.</td>
<td>Application Value Assessment</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>viii.</td>
<td>Standby Support</td>
<td>☒</td>
<td>☒</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>ix.</td>
<td>Assigned Support Team</td>
<td>☒</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>x.</td>
<td>Functional Application Assessment and Review</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>☑</td>
</tr>
<tr>
<td>xi.</td>
<td>System Health Check</td>
<td>☒</td>
<td>☒</td>
<td>✓</td>
<td>☒</td>
</tr>
<tr>
<td>xii.</td>
<td>Release Support</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>✓</td>
</tr>
<tr>
<td>xiii.</td>
<td>Extended Advisory Support</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>✓</td>
</tr>
<tr>
<td>xiv.</td>
<td>Quarterly Service Review</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
<td>✓</td>
</tr>
</tbody>
</table>
### i. Enhanced Case support

**Description:**
A better response time for handling Service Requests only and a target resolution objective for P1 and P2 Incidents.

**Unit4 Obligations:**
- To target a response to Service Requests within 1 Business Day
- Unit4 will use reasonable endeavours to provide a Resolution:
  - for a P1 Incident, within 4 hours following initial response to the Incident;
  - and
  - for a P2 Incident, within 8 hours following initial response to the Incident.

**Assumptions:**
Incidents will be responded to according the Priority Designation Table (Fig. 1).

**Customer Obligations:**
Supplying all necessary information requested by Unit4 in a timely fashion.

---

### ii. 24/7 Case support

**Description:**
24 hours by 7 days a week support response for Priority 1 Incidents (as classified in the Priority Designation Table (Fig. 1)).

**Unit4 Obligations:**
To target an Initial Response Time Objective of 1 hour.

**Assumptions:**
- Supplying all necessary information required by Unit4.

---

### iii. Premium Case support

**Description:**
A high priority response time for handling Service Requests and Incidents and a target resolution objective for P1 and P2 Incidents.

**Unit4 Obligations:**
- Preferential or priority treatment above Standard and Enhanced Support customers for Incidents and Service Requests.
- To target an initial response to Service Requests within 2 Business Hours.
- Unit4 will use reasonable endeavours to provide a Resolution:
  - for a P1 Incident, within 4 hours following initial response to the Incident;
  - and
  - for a P2 Incident, within 8 hours following initial response to the Incident

**Assumptions:**
Preferential or priority treatment is provided on a best effort basis.

**Customer Obligations:**
Supplying all necessary information requested by Unit4 in a timely fashion.

---

### iv. Enhanced escalation and Complaint Management

**Description:**
Resolution of Customer escalation and complaints driven by Unit4 Account Representative Function

**Unit4 Obligations:**
When a Customer escalates a Case and requests a formal resolution, the Support Escalation Process for Incidents and Service Requests will own and drive the escalation.
When a Customer makes a complaint in respect of the services provided by Unit4, the Unit4 Account Representative Function will be complaint owner and drive the resolution. The Unit4 Account Representative Function will:
- verify the complaint; and
- allocate it to the right entity to resolve the complaint; and
- will manage the resolution process both within Unit4 and with the Customer as
| Assumptions: | - |
| Customer Obligations: | Supplies a clear description of the compliant or escalation and make all supportive materials available to the Support Escalation Process or the Unit4 Account Representative Function. |
v. **Best Practice and Advisory Support**

<table>
<thead>
<tr>
<th>Description</th>
<th>Additional support through providing context, explaining and discussing what generally available materials are available to Customer to help build its knowledge and increase product/service adoption.</th>
</tr>
</thead>
</table>
| Unit4 Obligations | • Explaining/discussing what is generally available such as training material, white papers, and knowledge database materials on: infrastructure and service integration; application functionality; security practices; and additional training.  
• Advice is limited to the providing context for the available content included as part of the Unit4 Product and/or Unit4 Global Cloud Service. |
| Assumptions | • This excludes the development or creation of any new content in relation to the Unit4 Product and/or Unit4 Global Cloud Service, which would be considered as consultancy or professional services, which can be provided by Unit4 on demand.  
• This also excludes:  
  o Business continuity (ITSCM);  
  o Service capacity management; and  
  o Audit support. |
| Customer Obligations | - |

vi. **Annual Quality Review**

<table>
<thead>
<tr>
<th>Description</th>
<th>An annual review to consider and build on service quality (continuously maintaining and improving service quality).</th>
</tr>
</thead>
</table>
| Unit4 Obligations | • Review of Unit4 contractual KPIs;  
• Review of SLA KPIs and production of Service Quality Report (produced prior to review meeting);  
• Discuss service experience (subjective).  
• Identification of additional required training. |
| Assumptions | • This is a remote review session;  
• Business Hours and in English only, and not available in local language. |
| Customer Obligations | Requires the customer to participate within the review session. |

vii. **Application Value Assessment**

<table>
<thead>
<tr>
<th>Description</th>
<th>An annual assessment to reflect the designed and forecasted value (product value assessment) that the Unit4 Product and/or Global Cloud Service would provide to the Customer</th>
</tr>
</thead>
</table>
| Unit4 Obligations | • Complete a checklist to be discussed as part of a business review.  
• Discuss the checklist and the value design of the Unit4 Product and/or Global Cloud Service (between Customer and Unit4 Account Representative Function) at the business review.  
• If the result of the business review identifies additional value that could be obtained from the Unit4 Product and/or Unit4 Global Cloud Service, Unit4 will provide optional activities such as additional consultancy or training that would realise that value.  
• Use the outcome of the assessment to continuously develop the value that the Unit4 Product and/or Global Cloud Service provide to the Customer. |
| Assumptions | • Commences during the annual quality review for Unit4 Global Cloud Services (see Section B, para vi).  
• Business Hours and in English only, and not available in local language. |
| Customer Obligations: | Requires the customer to participate within the review session and provide necessary materials. |
viii. **Standby Support (Single Event)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit4 service engineers on standby to support during a Customer event (like migration, data loading etc.)</th>
</tr>
</thead>
</table>
| Unit4 Obligations: | • On request by Customer make available Unit4 service engineers for one 8-hour period ("Event")  
  • During the Event, provide a response to a request for assistance ("Call-Off") with an appropriate action;  
  • Deliver the action within agreed timescales. |
| Assumptions: | • Standby support is performed on a best efforts basis, during Business Hours and in English only.  
  • One event is included per support year (i.e. one year from renewal date)  
  • An Event is 8 hours and cannot be split into 2 smaller events or rolled over into another support year.  
  • Responding to the Call-Off and providing any action or assistance will be charged at Unit4’s prevailing rates.  
  • Additional standby support can be ordered per 8-hour unit (see Section C), and is English only.  
  • application changes (i.e. bug fixes, error correction and configuration changes) are excluded from standby support. |
| Customer Obligations: | Customer shall log request for standby support, by logging a Service Request using Unit4 Customer Portal. Unit4 will require at least one (1) Business Day in advance, following acknowledgement of the Service Request (target response time for Service Requests), to provision the service engineer for the Event. |

ix. **Assigned Support Team**

<table>
<thead>
<tr>
<th>Description</th>
<th>An Assigned Support Team is allocated to the Customer.</th>
</tr>
</thead>
</table>
| Unit4 Obligations: | • an Assigned Support Team will be the primary point of contact for the Customer on all Cases.  
  • the Assigned Support Team has a basic understanding of the particular Customer’s organisation and systems.  
  • The Unit4 Account Representative Function is ultimately responsible for the quality and the performance of the assigned support team to the Customer |
| Assumptions: | • The assigned support team has a basic understanding of the Customer environment. Understanding is based on the available materials and documentation of the customer installation. Knowledge of Customisation (clause 10 of Section A) is excluded from the scope.  
  • Business Hours and in English only, and not available in local language. |
| Customer Obligations: | As per request of the Assigned Support Team, Customer shall make all the materials and documentation available. |

x. **Functional Application Assessment and Review**

<p>| Description: | Service that on a regular basis identify functional application data inconsistency in Unit4 Products |</p>
<table>
<thead>
<tr>
<th>Unit4 Obligations:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Twice every month a Unit4 consultant will carry out a review session to identify inconsistency in the functional and application data.</td>
</tr>
<tr>
<td>• As an example, the following can be reviewed:</td>
</tr>
<tr>
<td>o list of open purchase orders older than X (e.g. 6 months);</td>
</tr>
<tr>
<td>o list of open requisitions older than X;</td>
</tr>
<tr>
<td>o direct reports without line managers;</td>
</tr>
<tr>
<td>o users not linked to resource ID;</td>
</tr>
<tr>
<td>o tasks without owners; and</td>
</tr>
<tr>
<td>o errors in tables.</td>
</tr>
<tr>
<td>• Produce a report with data points and system tables which require an update to allow improvement of operations in the system.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assumptions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Within Business Hours and in English only, and not available in local language</td>
</tr>
<tr>
<td>• This is not a financial audit.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Obligations:</th>
</tr>
</thead>
<tbody>
<tr>
<td>If required provide access to the application</td>
</tr>
</tbody>
</table>
xi. **System Health Check**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit4 will run a session of system health check, where during this session a consultant will review and report on the customer systems and environment.</th>
</tr>
</thead>
</table>
| Unit4 Obligations | • Review the Customer systems and environment and report on:  
  o Customer system's performance based on a pre-defined list of tests.;  
  o Network and server configuration, focusing on performance; and  
  o Identification and analysis of transactions with errors and warnings.  
  • Unit4 will provide a report of the review and submit recommendations to the customer. |
| Assumptions | • Unit4 has been provided remote access to the environment and systems that requires the system health check.  
  • This service is a semi-annual service and within Business Hours and in English only, and not available in local language.  
  • This service is restricted to the production environments, and excludes the non-production environments such as preview, testing, quality, development and acceptance or similar.  
  • Following the monitoring session, some of the activities may result in a recommendation to involve Unit4 Professional Services specialists for providing the necessary steps to improve or resolve system issues  
  • Unit4 is not responsible for the Customer's business systems and corresponding environments, so any changes to those elements are customer responsibilities. |
| Customer Obligations | • Customer is responsible for their own business systems and corresponding environments and any changes to those are a customer responsibility.  
  • Customer must facilitate remote access to the relevant Customer systems and relevant environment (in compliance with Unit4’s remote access guidance). |

xii. **Release Support**

<table>
<thead>
<tr>
<th>Description</th>
<th>Guidance on Unit4 release schedules.</th>
</tr>
</thead>
</table>
| Unit4 Obligations | • give guidance to the Customer in relation to Release schedules. This is limited to explaining and discussing, Unit4 will recommend best practices, release notes and schedules to the Customer. This includes providing recommendations on the Customer’s upgrade planning.  
  • Act as an intermediary between the Customer and Unit4’s operation teams.  
  • remotely check for issues with the Customer following Release upgrade. |
| Assumptions | • Excludes management of the Release upgrade, this is covered within upgrade-on- demand.  
  • Excludes any project management activities. |
| Customer Obligations | Customer must submit a Service Request to defer a Release in Unit4 SaaS or participate in a Release upgrade in Unit4 Managed Cloud (as applicable). |
### xiii. Extended Advisory Support

<table>
<thead>
<tr>
<th>Description:</th>
<th>This is best practice and advisory support in Section B paragraph (v), but including certain additional items (excluded under paragraph (v)).</th>
</tr>
</thead>
</table>
| **Unit4 Obligations:** | • Explaining/discussing what is generally available such as training material, white papers, and knowledge database materials on: business continuity (ITSCM), service capacity management and audit support.  
• Discuss and liaise about compliance to the different Unit4 certifications (SoC1, SoC2, ISO2700x, etc.).  
Where such programs are agreed with the Customer, discussing setup and planning of customer initiated audit programs. |
| **Assumptions:** | • This excludes the development or creation of any new content in relation to the Unit4 Product and/or Unit4 Global Cloud Service, which would be considered as consultancy or professional services, which can be provided by Unit4 on demand.  
• Any cost relating to the management of Customer initiated audits is billable.  
• Advice is limited to the providing context for the available content included as part of the Unit4 Product and/or Unit4 Global Cloud Service.  
• Limited to explaining/discussing, that is generally available such as training material, white papers, knowledge database materials and Unit4 audit reports.  
• Business Hours and in English only, and not available in local language. |
| **Customer Obligations:** | - |

### xiv. Quarterly Service Quality Review

<table>
<thead>
<tr>
<th>Description:</th>
<th>A quarterly review to consider and build on service quality (continuously maintaining and improving service quality).</th>
</tr>
</thead>
</table>
| **Unit4 Obligations:** | • Review of Unit4 contractual KPIs;  
• Review of SLA KPIs and production of Service Quality Report (produced prior to review meeting);  
• Identification of additional required training. |
| **Assumptions:** | • Business Hours and in English only, and not available in local language.  
• This activity is remote with one (1) on-premises on an annual basis. |
| **Customer Obligations:** | - |
SECTION C – OPTIONAL ADD-ON SERVICES TO THE SUPPORT PACKAGES

The table below sets out which additional services are available to Customers on the various support tiers. Please speak to the Unit4 Account Representative Function if you want to take advantage of these additional options. Customer can subscribe to additional support options as described in Fig.3 (below).

Fig.3

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Standby Support</td>
<td>✓</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>ii.</td>
<td>Cloud Readiness Assessment</td>
<td>✗</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
</tr>
<tr>
<td>iii.</td>
<td>Upgrade Assessment</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>iv.</td>
<td>Training</td>
<td>✓</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
</tr>
<tr>
<td>v.</td>
<td>Consultancy on demand</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>vi.</td>
<td>Upgrade on demand</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>vii.</td>
<td>Service Design Review</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>viii.</td>
<td>Product and Service User Administration</td>
<td>✗</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>ix.</td>
<td>Remote Support</td>
<td>✗</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
</tr>
<tr>
<td>x.</td>
<td>Local Language Support</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>xi.</td>
<td>Local Customer Support</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
</tr>
<tr>
<td>xii.</td>
<td>Monthly Service Review</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>xiii.</td>
<td>Functional Assessment and Review</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✓</td>
<td>✓</td>
<td>✗</td>
</tr>
<tr>
<td>xiv.</td>
<td>System Health Check</td>
<td>✗</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
<td>✓</td>
<td>✗</td>
</tr>
</tbody>
</table>

i. Standby Support

Description: Unit4 service engineers on standby to support a Customer event (like migration, data loading etc.)

Unit4 Obligations:
- On request by Customer provide Unit4 service engineers for one 8-hour period ("Event")
- During the Event, provide a response to a request for assistance ("Call-Off") with an appropriate action;
- Deliver the action within agreed timescales.

Assumptions:
- Standby Support is performed on a best efforts basis, during Business Hours and in English only.
- One event is included per support year (i.e. one year from renewal date)
- An Event is 8 hours and cannot be split into 2 smaller events or rolled over into another support year.
- Responding to the Call-Off and providing any action or assistance will be charged at Unit4’s prevailing rates for Professional Services.
- Additional Standby Support can be ordered per 8-hour unit.
- Application changes (i.e. bug fixes, error correction and configuration changes) are excluded from Standby Support.

Customer Obligations: Customer shall log request for standby support, by logging a Service Request using Unit4 Communities and/or Unit4 Customer Portal at least [X-hours] in advance and agreeing the Event window with Unit4.
## ii. Cloud Readiness Assessment

<table>
<thead>
<tr>
<th>Description:</th>
<th>Provide an assessment, which considers whether the Customer’s current installation of Unit4’s Product or Unit4 Global Cloud Service is capable and ready to be moved to a new or different Unit4 Global Cloud Service.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit4 Obligations:</td>
<td>Produce a report describing whether the Customer is ready to move their current Unit4 Product (or Unit4 Global Cloud Service) environment (including existing software configuration and Customisation) into a new or different Unit4 Global Cloud Service, including a checklist of elements with requirements necessary in order to make the move to Unit4 Global Cloud Services.</td>
</tr>
</tbody>
</table>
| Assumptions: | • Available for on premises or from Managed cloud to SaaS.  
• Service provided exclusively in English language.  
• Remote delivery based in GMT/CET timezone.  
• Any request out-of-the-previous described time zones is chargeable separately.  
• Excludes actual migration which is subject to a separate and specific statement of work and quotation (see Upgrade on Demand). |
| Customer Obligations: | • Customer is required to fill an online form.  
• Customer is required to run an assessment toll on the business server.  
• Customer is required to have a technical IT system point of contact. |

## iii. Upgrade Assessment

<table>
<thead>
<tr>
<th>Description:</th>
<th>Provide an assessment, which considers whether the Customer’s current Release of a Unit4 Product is suitable for an upgrade to a newer Release.</th>
</tr>
</thead>
</table>
| Unit4 Obligations: | • Process: Remote assessment of customer’s usage of the current Release.  
• An impact analysis report with the results of the assessment and survey outputs, identifying non-standard procedures, new functionalities, and recommendations and details on how the Upgrade will impact the Customer’s current implementation.  
• A draft statement of work (including estimate) for the future upgrade project. |
| Assumptions: | The actual upgrade project (i.e. finalising and then implementing the draft statement of work) are a separate (chargeable) project and shall be subject to a final statement of work and work order or quotation. Assessment is provided in English only. Remote delivery in GMT/CET time zone. |
| Customer Obligations: | • Customer is required to fill in an online form.  
• Customer is required to run an assessment toll on the business server.  
• Customer is required to have a technical IT system point of contact. |

## iv. Training

<table>
<thead>
<tr>
<th>Description:</th>
<th>Provision of standardized interactive training session for products and functional usage. They are interactive and instructor-led by an Unit4 certified professional trainer.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit4 Obligations:</td>
<td>Provide a time-slot for online engagement where Unit4 is training customer representatives remotely. Provide access (through Unit4 Communities) to the available training programs and training materials for customers.</td>
</tr>
</tbody>
</table>
| Assumptions: | • This excludes any non-standard product training.  
• Service provided exclusively in English language.  
• Remote or onsite delivery in GMT/CET time zone.  
• Maximum virtual classroom of 10 users.  
• On-site expenses charged separately. |
### Customer Obligations:

Facilitate access to the Customer representative to the virtual classroom.

### v. Consultancy On Demand

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit4 Professional Services (consultancy) on demand (remote access).</th>
</tr>
</thead>
</table>
| Unit4 Obligations: | Provide access to packs of units (1 unit being 4 hours) of Unit4 Professional Services, with which the Customer can request for:  
- Configuration;  
- Customisation (ACT);  
- Data migration;  
- General technical services;  
The Customer will place a Service Request with Unit4. Unit4 will perform an assessment of the estimation of work the Customer is requesting, and propose the amount of units to be ordered. |
| Assumptions: |  
- Service Requests to be submitted exclusively through Customer Portal.  
- Service provided in English language.  
- Remote delivery in GMT/CET time zone.  
- Any request to be delivered out-of-the-previous described time zones is chargeable separately.  
- Ad-hoc Professional Services within a Project (pre go-live) has to be managed within the Project scope and by a Unit4 project manager, not through Customer Portal. |
| Customer Obligations: | Customer to grant access to the system may be required. |

### vi. Upgrade on Demand

<table>
<thead>
<tr>
<th>Description</th>
<th>Upgrade of Release on demand (remote activity).</th>
</tr>
</thead>
</table>
| Unit4 Obligations: | Provide access to packs of units (1 unit being 8 hours) of Unit4 Professional Services, with which the Customer can request for:  
- Standardised way of upgrading the application.  
- Provide Customised run-script for the upgrade.  
- An upgraded deliverable. |
| Assumptions: |  
- Scope will need to be defined with a statement of work.  
- Follow-up of cloud readiness assessment, upgrade assessment or release support.  
- Service Requests to be submitted exclusively through Customer Portal.  
- Service provided in English language.  
- Remote delivery in GMT/CET time zone.  
- Any request to be delivered out-of-the-previous described time zones or at customer location is chargeable separately.  
- Ad-hoc Professional Services within a Project (pre go-live) has to be managed within the Project scope and by a Unit4 project manager, not through Customer Portal.  
- For Unit4 Global Cloud Services, upgrades of Releases are included in the Unit4 Product following a general run-script (not customized). |
| Customer Obligations: |  
- Customer to grant access to the system may be required.  
- Customer will need to provide all required information in respect to Customisations and any other information required. |

### vii. Service Design Review
viii. **Product and Service User Administration**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Unit4 will manage user administration (starters-leavers-movers) in Unit4 applications such as Business World.</th>
</tr>
</thead>
</table>
| Unit4 Obligations: | • Once subscribed to the service Unit4 will carry out end user administration tasks (e.g. creation, modification or deletion) within the Unit4 application.  
• Unit4 will process requests with a Unit4 Customer Support specialist.  
• Unit4 will produce a report (monthly) with an overview of registered users with permissions and an overview of active users logged-on during the past 60 days delivered to a designated Customer employee to review. |
| Assumptions: | Delivery in English language. |
| Customer Obligations: | Customer will submit Service Requests for user creation, modification or deletion to Unit4. |

ix. **Remote Support**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Handle a request for special requirement(s) in relation to remote access (outside of Unit4 standard policies for basic team viewer/screen sharing)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit4 Obligations:</td>
<td>Unit4 will allow specific access to meet the special requirements.</td>
</tr>
</tbody>
</table>
| Assumptions: | • Availability of this service determined (at Unit4’s discretion) based on technical availability and feasibility study carried out via consultancy on demand (at cost).  
• Special Remote Access will cover explicitly:  
  o Site to Site VPN tunnels  
  o Site to Point VPN tunnels  
  o All VPNs not listed in Unit4 standards. |
| Customer Obligations: | Provide all necessary technical requirements. |
x. **Local Language Support**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Support in local languages</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unit4 Obligations:</strong></td>
<td>Provide level 1 (basic support Case triage and assessment) Case support in a local language.</td>
</tr>
<tr>
<td><strong>Assumptions:</strong></td>
<td>The following languages are available:</td>
</tr>
<tr>
<td>Languages</td>
<td>Business World</td>
</tr>
<tr>
<td>German</td>
<td>X</td>
</tr>
<tr>
<td>Dutch</td>
<td>X</td>
</tr>
<tr>
<td>French</td>
<td>X</td>
</tr>
<tr>
<td>Spanish</td>
<td>X</td>
</tr>
<tr>
<td>Swedish</td>
<td>X</td>
</tr>
<tr>
<td>Portuguese</td>
<td>X</td>
</tr>
<tr>
<td>Norwegian</td>
<td>X</td>
</tr>
</tbody>
</table>

Local language support is offered globally or in combination with local customer support (see Section C, paragraph (xi)) during local Unit4 Business hours.

Support escalation can only be in English.

**Customer Obligations:**

Customer peers must be able to communicate in the same local language.

xi. **Local Customer Support**

<table>
<thead>
<tr>
<th>Description:</th>
<th>Support (delivered) from local jurisdictions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unit4 Obligations:</strong></td>
<td>Provide level 1 (basic support Case triage and assessment) Case support on a per region basis.</td>
</tr>
<tr>
<td><strong>Assumptions:</strong></td>
<td>Support is available in the following regions for the following solutions:</td>
</tr>
<tr>
<td>Region</td>
<td>Business World</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>X</td>
</tr>
<tr>
<td>Nordics</td>
<td>X</td>
</tr>
<tr>
<td>North America</td>
<td>X</td>
</tr>
<tr>
<td>Poland</td>
<td>X</td>
</tr>
<tr>
<td>France</td>
<td>X</td>
</tr>
<tr>
<td>Germany</td>
<td>X</td>
</tr>
</tbody>
</table>

Local Customer support can only be delivered on the business hours in the respective region on 8/5-hour basis.

**Customer Obligations:**

-
### xii. Monthly Service Quality Review

**Description:** A monthly review to consider and build on service quality (continuously maintaining and improving service quality).

**Unit4 Obligations:**
- Review of Unit4 KPIs;
- Review of SLA KPIs and production of Service Quality Report (produced prior to review meeting);
- Identification of additional required training.

**Assumptions:**
- Business Hours and in English only, and not available in local language.
- This activity is remote with four (4) on-premises meetings on an annual basis.

**Customer Obligations:** -

### xiii. Functional Application Assessment and Review

**Description:** Service that on a regular basis identify functional application data inconsistency in Unit4 Products

**Unit4 Obligations:**
- Twice every month a Unit4 consultant will carry out a review session to identify inconsistency in the functional and application data.
  - As an example, the following can be reviewed:
    - list of open purchase orders older than X (e.g. 6 months);
    - list of open requisitions older than X;
    - direct reports without line managers;
    - users not linked to resource ID;
    - tasks without owners; and
    - errors in tables.
  - Produce a report with data points and system tables which require an update to allow improvement of operations in the system.

**Assumptions:**
- Within Business Hours and in English only, and not available in local language
- This is not a financial audit.

**Customer Obligations:** If required provide access to the application

### xiv. System Health Check

**Description:** Unit4 will run a session of system health check, where during this session a consultant will review and report on the customer systems and environment.

**Unit4 Obligations:**
- Review the Customer systems and environment and report on:
  - Customer system’s performance based on a pre-defined list of tests.;
  - Network and server configuration, focusing on performance; and
  - Identification and analysis of transactions with errors and warnings.
- Unit4 will provide a report of the review and submit recommendations to the customer.
<table>
<thead>
<tr>
<th>Assumptions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Unit4 has been provided remote access to the environment and systems that requires the system health check.</td>
</tr>
<tr>
<td>• This service is a semi-annual service and within Business Hours and in English only, and not available in local</td>
</tr>
<tr>
<td>language.</td>
</tr>
<tr>
<td>• This service is restricted to the production environments, and excludes the non-production environments such</td>
</tr>
<tr>
<td>as preview, testing, quality, development and acceptance or similar.</td>
</tr>
<tr>
<td>• Following the monitoring session, some of the activities may result in a recommendation to involve Unit4</td>
</tr>
<tr>
<td>Professional Services specialists for providing the necessary steps to improve or resolve system issues.</td>
</tr>
<tr>
<td>• Unit4 is not responsible for the Customer’s business systems and corresponding environments, so any changes to</td>
</tr>
<tr>
<td>those elements are customer responsibilities.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
SECTION D - EXTENDED LIFETIME SUPPORT TERMS
Where Unit4 agrees with a Customer to provide Extended Lifetime Support (being Unit4 Customer Support for an unsupported Release (N ≤ -2) of the Unit4 Product), then the Customer shall be entitled to Standard Support in accordance with Section A of the Unit4 Support Terms in relation to Customer’s current release. Extended Lifetime Support shall automatically renew on the Customer’s next Renewal Date unless the Customer gives sixty (60) days’ notice of its intention to terminate in writing prior to the next Renewal Date. Further, Unit4 reserves the right to cease and “end of life” the provision of such Extended Life Support by providing the Customer with six (6) months’ notice. In such an event, Unit4 will advise on an appropriate upgrade and/or migration plan. Any resulting upgrade assessments or Project will be charged at Unit4’s Prevailing Rates.
Introduction

About this document

This Appendix D – Unit4 Global Cloud Service Level Agreement sets out the KPIs, by which the applicable Unit4 Global Cloud Service is measured. If Unit4 does not achieve and maintain the KPIs for the Unit4 Global Cloud Service as described in this SLA, then Customer may be eligible for a Service Credit against future fees payable.

Amendments and Earlier Versions

Unit4 may update or amend the SLA from time to time and new versions will be available online together with the earlier versions. Any material changes to the KPIs in the SLA must be managed through the contract change process in the Agreement.

The Unit4 Global Cloud Service is based on common, consistent management practices for all customers. This common operating model allows Unit4 to provide a high level of service.

This document sets out Unit4’s commitments to Customer in relation to the Cloud Production Environment and is NOT applicable to those non-production environments such as preview, test, development or acceptance.

Unit4 Global Cloud Service and Product Availability

<table>
<thead>
<tr>
<th>Service</th>
<th>Products (available)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit4 SaaS – Standard Service</td>
<td>• Unit4 Business World</td>
</tr>
<tr>
<td></td>
<td>• Unit4 Student Management</td>
</tr>
<tr>
<td>Unit4 SaaS – Advanced Service</td>
<td>• Unit4 Business World</td>
</tr>
<tr>
<td></td>
<td>• Unit4 Student Management</td>
</tr>
<tr>
<td>Unit4 SaaS – prevero Service</td>
<td>• Unit4 prevero</td>
</tr>
<tr>
<td>Unit4 Managed Cloud Service</td>
<td>• Unit4 Business World</td>
</tr>
<tr>
<td></td>
<td>• Unit4 Financials</td>
</tr>
<tr>
<td>Unit4 PSA Suite Service</td>
<td>• Unit4 PSA Suite</td>
</tr>
</tbody>
</table>

1. SERVICE AVAILABILITY

Unit4’s KPI for any given calendar month is that:

<table>
<thead>
<tr>
<th>Unit4 Global Cloud Service</th>
<th>KPI</th>
<th>Service Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit4 SaaS – Standard Service</td>
<td>Service Availability ≥ 99.8%</td>
<td>No</td>
</tr>
<tr>
<td>Unit4 SaaS – Advanced Service</td>
<td>Service Availability ≥ 99.8%</td>
<td>Yes</td>
</tr>
<tr>
<td>Unit4 SaaS – prevero Service</td>
<td>Service Availability ≥ 99.5%</td>
<td>Yes</td>
</tr>
<tr>
<td>Unit4 Managed Cloud Service</td>
<td>Service Availability ≥ 99.6%</td>
<td>Yes</td>
</tr>
</tbody>
</table>

1.1. Calculation

Service Availability is calculated (in any given month) as follows:

\[
\left( \frac{\text{Total Time} - \text{Service Outage}}{\text{Total Time}} \right) \times 100
\]
1.2. Measurement
The measurement point for Service Availability is the Unit4 production data centre’s internet connection points.

1.3. Reporting
Customer may request a Service Availability report no more frequently than once per month via the Unit4 Customer Portal.

2. SERVICE RESPONSE TIME
Unit4’s KPI for any given month is that:

<table>
<thead>
<tr>
<th>Unit4 Global Cloud Service</th>
<th>KPI</th>
<th>Service Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit4 SaaS – Standard Service</td>
<td>the average Service Response ≤ 2 seconds.</td>
<td>No</td>
</tr>
<tr>
<td>Unit4 SaaS – Advanced Service</td>
<td>the average Service Response ≤ 2 seconds.</td>
<td>Yes</td>
</tr>
<tr>
<td>Unit4 SaaS – prevero Service</td>
<td>Not applicable</td>
<td>No</td>
</tr>
<tr>
<td>Unit4 Managed Cloud Service</td>
<td>Not applicable</td>
<td>No</td>
</tr>
</tbody>
</table>

2.1. Measurement
The time is measured as the difference between the time the request is received by the external endpoint of the Cloud Production Environment and when the response to the request begins to be returned to the customer’s browser. Note that a single web page may make several requests and each request is measured separately.

2.2. Reporting
Customer may request a Service Response report no more frequently than once per month via the Customer Portal.

3. DISASTER RECOVERY
Unit4’s KPI for recovery in the event of a Disaster is:

<table>
<thead>
<tr>
<th>Unit4 Global Cloud Service</th>
<th>KPI</th>
<th>Service Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit4 SaaS – Standard Service</td>
<td>Recovery Time Objective ≤ 48 hours Recovery Point Objective ≤ 4 hours</td>
<td>No</td>
</tr>
<tr>
<td>Unit4 SaaS – Advanced Service</td>
<td>Recovery Time Objective ≤ 12 hours Recovery Point Objective ≤ 1 hour</td>
<td>No</td>
</tr>
<tr>
<td>Unit4 SaaS – Prevero Service</td>
<td>Recovery Time Objective ≤ 48 hours Recovery Point Objective ≤ 2 hours</td>
<td>No</td>
</tr>
<tr>
<td>Unit4 Managed Cloud Service</td>
<td>Recovery Time Objective ≤ 48 hours Recovery Point Objective ≤ 2 hours</td>
<td>No</td>
</tr>
</tbody>
</table>

3.1. Measurement
The RTO is measured from the time that the Cloud Production Environment becomes unavailable as a result of the Disaster until it is available again.

The RPO is measured as the maximum targeted time period in which data may be lost, measured backwards from the point in time when Cloud Production Environment became unavailable as a result of the disaster.

3.2. Reporting
Customer may request a RTO and RPO report after any Disaster.
4. **Unit4 PSA Suite Service**

The service level agreement commitments Microsoft makes regarding delivery and/or performance of the Unit4 PSA Suite Service, as published at:

- [http://www.microsoft.com/licensing/contracts](http://www.microsoft.com/licensing/contracts);
- Or at an alternate site that Microsoft identifies from time to time.