PART 1 – SERVICE ORDER FORM

	Commencement Date	The date the Customer signs this Service Order Form.
PARTIES	**TechnologyOne** **TechnologyOne Representative**	**Technology One UK Limited Company Number 05234413** of Third floor offices, Chatsworth House, 29 Broadway, Maidenhead Berkshire SL6 1LY, United Kingdom. [to be inserted]
	Customer **Customer Representative**	**[Insert Customer full business name, ACN]** of [insert address] [to be inserted]

CONTRACT DETAILS	**Software as a Service or SaaS**	**Description**	In consideration for payment of the Fees, TechnologyOne agrees to supply the following Software as a Service for the duration of the Licence Term as detailed below and in the Agreement ("**Software as a Service" or "SaaS**"): (a) Licence of the Software; (b) Support and Maintenance Services for the Software; and (c) Cloud Services for the Software.
		Software	The Software which shall be licensed under this Agreement as part of the SaaS shall consist of the following Software which shall be restricted to the duration of the Licence Term and by the number of Permitted Users and Territory as detailed below: Description of Software: As set out in Annexure A below.
		Permitted Users	The number of Users of the Software as set out in Annexure A below and as increased from time to time by subsequent Purchase Orders agreed by the parties.
		Territory	United Kingdom
		Licence Term	The Initial Period and each Rollover Period.
		Initial Period	5 years, from the Commencement Date.
		Rollover Period	The twelve (12) month period commencing on expiration of the Initial Period, and each subsequent 12 month period commencing on an anniversary of that date.
		Storage	One (1) TB
	Implementation Services	☑ **Implementation Services** *(Customer agrees to purchase Implementation Services as set out in SOW 001, annexed as Attachment A)*	
	AMS	☐ **AMS** *(Customer agrees to purchase AMS as set out in [insert])*	
	Consulting Services	☐ **Consultancy Services** *(Customer agrees to purchase Consulting Services as set out in [insert])*	

FEES	**The Fees are:**		
	Software as a Service Fee	The Software as a Service Fee is payable annually in advance for each year of the Licence Term, on the Commencement Date and each Anniversary Date during the Term. The Software as a Service Fee will increase each year [after the Initial Period] in accordance with clause 11.3.	[to be inserted]
	Implementation Services Fees	The Implementation Services Fees are as set out in each relevant Statement of Work. Unless otherwise specified in a Statement of Work, the Fees for Implementation Services are calculated on a time and materials basis, payable monthly in arrears, and any total figures given are estimates only.	Estimated: [to be inserted]
	AMS Fees	The AMS Fees are the standard rates for AMS notified to Customer by TechnologyOne from time to time. The AMS Fees are payable for each block of AMS purchased by the Customer, payable on purchase.	[to be inserted]
		Sub Total (Ex VAT)	**[to be inserted]**
		VAT	**[to be inserted]**
		Total (Inc VAT)	**[to be inserted]**

EXECUTION

In consideration for the Fees, the Customer agrees to purchase and TechnologyOne agrees to supply the Services and licence the Software set out above in accordance with and subject to the attached terms.

TECHNOLOGY ONE UK LIMITED		**CUSTOMER**	
Signed:	_____	Signed:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date	_____	Date	_____

Annexure A to the Service Order Form

1 Description of Software

1.1 Licensed Software

LICENSED SOFTWARE MODULE LIST
LICENCE GROUP - TechnologyOne XXX
Core
Core 1
Core 1

2 Licence Class

TECHNOLOGYONE XXX MAXIMUM NUMBER OF XXX: XXX

TECHNOLOGYONE XXX MAXIMUM NUMBER OF XXX: XXX

Break Out Packs

XXX MAXIMUM NUMBER OF XXX: XXX

Note: The Licence Class is used to calculate the Software as a Service Fee. A change in the Licence Class including an increase in the number of [INSERT] will require an additional Software as a Service Fee to be payable.

INSERT APPLICABLE LICENCE CLASS DEFINTIONS

©Technology One UK Limited

PART 2 – STANDARD TERMS

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:

"**Acceptance Tests**" means the acceptance tests agreed between the parties for the purpose of testing whether the Software will operate materially in accordance with the Documentation.

"**Agreement**" means this Agreement, which is comprised of the Service Order Form, the Standard Terms, and each Purchase Order and Statement of Work.

"**Anniversary Date**" means the annual anniversary date of the Commencement Date.

"**Application Managed Services**" or **"AMS**" means the services set out in clause 7.1.

"**Application Managed Service Terms**" means the terms set out in clause 7.

"**Business Day**" means a day that is not a Saturday, Sunday or a public holiday in the capital city of the Customer's state (as identified in the address in the Service Order Form or updated by notice from the Customer to TechnologyOne from time to time).

"**Cloud Services**" means the services set out in clause 8.1.

"**Cloud Service Terms**" means the Cloud Service Terms set out in clause 8.

"**Commencement Date**" means the date specified as such in the Service Order Form.

"**Companies Act**" means the *Companies Act* 2006

"**Confidential Information**" of a party means the terms of this Agreement and any information:

(a) relating to the business and affairs of that party;
(b) relating to the customers, clients, employees, sub contractors or other persons doing business with that party;
(c) which is by its nature confidential;
(d) which is designated as confidential by that party; or
(e) which the other party knows or ought to know, is confidential

and includes all trade secrets, knowhow, financial information and other commercially valuable information of that party, and in the case of TechnologyOne, includes TechnologyOne Material and the Fees, and in the case of the Customer, includes the Customer Material.

"**Consequential Loss**" means: loss of revenue; loss of goodwill; loss of reputation; consequential loss; loss of profits; indirect loss; loss of bargain; special loss; loss of actual or anticipated savings; and lost opportunities, including opportunities to enter into arrangements with third parties.

"**Consulting Services**" means any consulting services in relation to the Software or Services specified in an agreed Statement of Work or Purchase Order from time to time.

"**Customer Data**" means any data provided by the Customer to TechnologyOne or input by Customer into the Services.

"**Customer Material**" means the Customer Data and any material provided by or to which access is given by the Customer to TechnologyOne for the purposes of this Agreement including documents, equipment, reports, technical information, studies, plans, charts, drawings, calculations, tables, trade marks, logos, schedules and data stored by any means.

"**Customer Representative**" means the customer representative specified in the Service Order Form.

"Customer Support Guide" means the TechnologyOne customer support guide, as updated by TechnologyOne from time to time.

"**Data Protection Laws**" means the *Data Protection Act 1998* and all applicable laws and regulations relating to processing of personal data and privacy, including the Data Protection Principles and where applicable the guidance and codes of practice issued by the Information Commissioner, or relevant Government department in relation to such legislation.

"**Data Protection Principles**" means the eight data protection principles set out in Schedule 1 to he Data Protection Act 1998.

"Defect" means a repeatable and verifiable error in the Software which results in a material failure of the Software to comply with the Documentation.

"**Documentation**" means any training material (final version) provided by TechnologyOne to the Customer in connection with the Software, whether in paper or electronic format.

"**Fees**" means the fees specified in the Service Order Form, each Statement of Work and Purchase Order.

"**Force Majeure Event**" means any occurrence or omission outside a party's control including:

(a) a physical natural disaster including fire, flood, lightning or earthquake;
(b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law;
(c) epidemic or quarantine restriction;
(d) any act of terrorism or terrorism related event;
(e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency;
(f) law taking effect after the date of this Agreement;
(g) disruption or unavailability of the internet;
(h) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors; and
(i) failure of a utility service provider to TechnologyOne

"**Hosting Services**" means the hosting services specified in clause 8.2.

"**Implementation Services**" means the implementation services described in a Statement of Work.

"**Initial Period**" means the initial period specified in the Service Order Form.

"**Insolvency Event**" means the occurrence of any of the following events in relation to the relevant entity

(a) becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal made in respect of its company for a voluntary arrangement for the composition of debts, or scheme of arrangement approved in accordance with the Insolvency Act 1986;
(b) has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver;
(c) has a winding-up order made, or (expect for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
(d) has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed; or
(e) has an administrative receiver, as defined in the Insolvency Act 1986 appointed.

"**Intellectual Property Rights**" means all existing and future industrial and intellectual property rights, both in the United Kingdom, Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.

"**Interest**" means interest on any payment owing under this Agreement calculated:

(a) at the rate which is 2% in excess of the published Bank Rate for the Bank of England variable interest rate for personal loans or, if lower, the maximum rate permitted by applicable law; and
(b) daily from the date on which such payment was due to the date on which the payment is made (both inclusive) including the relevant interest.

"**Licence Access Key**" means the licence access key for the Software provided to the Customer by TechnologyOne.

"**Licence Certificate**" means the Licence Certificate issued by TechnologyOne which specifies the Software modules, Permitted Users and Territory which Customer is licensed, as updated by TechnologyOne from time to time.

"**Licence Terms**" means the licence terms set out in clause 5.

"**Module**" means a module of the Software.

"**Nominated Host**" means the third party supplier of the hosting infrastructure services nominated by TechnologyOne from time to time.

"**Permitted Purpose**" means the internal business purpose of the Customer.

"**Permitted Users**" means the permitted users specified in the Service Order Form and the Licence Certificate.

"**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

"**Purchase Order**" means a purchase order for additional Services or increase in the scope of the Software licence, which clearly references it is made subject to this Agreement, in a format approved by TechnologyOne from time to time which may be paper or electronic.

"Project Plan" means a project plan set out in an SOW, or otherwise agreed by the parties in writing.

"Related Body Corporate" has the meaning given to that term by the Companies Act.

"**Rollover Period**" means the rollover period specified in the Service Order Form.

"**Roles and Deliverables**" means the deliverables and responsibilities of each party in relation to Implementation or Consulting Services as set out in the

relevant Statement of Work and the Solution Implementation Approach document.
"SaaS Warranty" means the warranty in clause 9.1(a).
"**Services**" means all services as specified in the Service Order Form, Statement of Work or Purchase Order.
"**Service Order Form**" means Part 1 – Service Order Form.
"**Service Levels**" means the service levels in the Service Level Commitment.
"**Service Level Commitment**" means the service level commitment set out in Attachment 3.
"**Software**" means the software specified in Service Order Form, licensed under a Purchase Order agreed under clause 3.2, and all patches, bug fixes, modifications and subsequent versions provided to the Customer by TechnologyOne in the course of the Services.
"**Software as a Service**" or "**SaaS**" has the meaning given in the Service Order Form.
"**Solution Implementation Methodology**" means the TechnologyOne proprietary project management methodology used for the implementation of the TechnologyOne Software as described in the documents titled "Solution Implementation Approach" and "Solution Implementation Approach: Roles and Deliverables".
"**Specifications**" means any specifications for the Software (final form) generally made available by TechnologyOne.
"**Standard Terms**" means Part 2 – Standard Terms.
"**Statement of Work**" means a statement of work for Consulting, AMS or Implementation Services in the format set out in Attachment 2 which has been executed by the parties.
"**Support and Maintenance Services**" means the support services and maintenance services described in clause 6.1.
"**TechnologyOne Material**" means any material provided by or to which access is given by TechnologyOne to the Customer for the purposes of this Agreement including documents, equipment, reports, technical information, studies, plans, charts, drawings, schemas calculations, tables, schedules and data stored by any means and includes the Software but excludes the Customer Data.
"**TechnologyOne Representative**" means TechnologyOne representative specified in the Service Order Form.
"**TechnologyOne Software**" means the Software that is not Third Party Software.
"**Term**" means the term contemplated by clause 12.1.
"**Third Party Software**" means any software in which the Intellectual Property Rights are owned by a third party, including the software listed in the Service Order Form (if any).
"**UNCITRAL Arbitration Rules**" means the current version of the UNCITRAL Arbitration Rules as published by the United Nations from time to time.
"**VAT Act**" means value added tax as provided for under the Value Added Tax Act 1994.
"**VAT Act Supplier**" means the entity making the Supply.

Interpretation
In this Agreement:
(a) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;
(b) no rule of construction applies in the interpretation of this Agreement to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it;
(c) a reference to a party is a reference to TechnologyOne or the Customer, and a reference to the parties is a reference to both TechnologyOne and the Customer;
(d) in the event of any inconsistency or conflict between the documents constituting the Agreement, the documents shall rank in the following order of priority (with document (i) being the highest in priority, etc.):
(i) the Service Order Form;
(ii) the Standard Terms; and
(iii) other documents attached to or specifically incorporated into the Agreement.

2 Licence and Provision of Services

Subject to the Customer paying the Fees, TechnologyOne will license the Software and provide the Services as set out in the Service Order Form and these Standard Terms.

3 Subsequent Orders

3.1 Framework agreement

These Standard Terms constitute a framework agreement, under which the Customer may license additional Software or purchase additional Services from time to time, as agreed with TechnologyOne in accordance with this clause 3.

3.2 Purchase Orders

(a) The Customer may request to purchase:
(i) Application Managed Services on a time and materials basis;
(ii) additional software or request an increase in the scope of its licence of Software by adding additional Permitted Users; or
(iii) Consulting Services on a time and materials basis,
by submitting a Purchase Order to TechnologyOne.
(b) Subject to clause 3.3, a request set out in a Purchase Order that TechnologyOne has not expressly rejected will be binding both parties.

3.3 No other terms

The Customer must not attempt to amend this Agreement by including additional terms on a Purchase Order. If the Customer breaches this clause 3.3, the Customer agrees that TechnologyOne rejects any additional legal terms included on a Purchase Order by the Customer, and TechnologyOne will not be bound by those terms.

3.4 Statements of Work

(a) The parties may agree to enter into a subsequent Statement of Work for Consulting Services, Application Managed Services or additional Implementation Services from time to time during the Term.
(b) The Customer must perform its responsibilities under the Roles and Deliverables document as set out in each Statement of Work and the Solution Implementation Methodology documents.

4 Implementation Services

If Implementation Services are specified in the Service Order Form, the parties will enter into a Statement of Work setting out the scope of the Implementation Services. For clarity, Implementation Services are provided to configure the Software, and will not include any software customisation unless expressly stated in a Statement of Work.

5 Licence Terms

5.1 Licence Grant

(a) TechnologyOne grants to the Customer during the Term a non-exclusive, non-transferable licence to use the Documentation and the Software in the Territory, subject to the restrictions described in Service Order Form solely for the internal business purposes of the Customer.
(b) The licence is personal to the Customer, and the Customer may not sub-license the Software to any person (including a third party service provider) without the prior written consent of TechnologyOne.
(c) The Customer must:
(i) ensure that its Permitted Users comply with the requirements of this Agreement (where applicable);
(ii) not sell or rent the use of, or results of the use of the Software to anyone outside its business;
(iii) not attempt to mortgage, charge or otherwise encumber the Software or Documentation, or use the Software or Documentation as either surety or collateral; and
(iv) not provide the Licence Access Key or other access keys for the Software to any third party at any time.
(d) The Customer has the right to access the Software from the Commencement Date.
(e) The Customer may notify TechnologyOne, if the Customer wishes to move the Software to a different environment, in which case the parties will work together in relation to the request. TechnologyOne will not unreasonably refuse a request from the Customer to move the Software onto another environment.

5.2 Customer obligations

(a) The Customer must:
(i) Subject to clause 5.2(b), not copy, alter, modify or reverse engineer the Software without TechnologyOne's express written permission, regardless of whether permitted under law;
(ii) not use the Software in any way not expressly permitted by this Agreement, or in breach of any applicable law; and
(iii) ensure that it employs appropriate security and control measures to ensure that only authorised personnel use the Software.
(b) Clause 5.2(a) does not limit or exclude any right which cannot be limited or excluded at law.

5.3 Delivery

The Software will be provided to the Customer via a Software as a Service delivery method in accordance with clause 5.1(d).

5.4 Acceptance

(a) The Customer must perform Acceptance Tests on the Software prior to use in a live environment in order to determine if the Software materially complies with the Documentation.

(b) Clauses 5.4(c) to (f) only apply where specified in an SOW.

(c) The Customer must complete all Acceptance Tests in accordance with the Project Plan and inform TechnologyOne if the Software passed or failed the Acceptance Tests by the date specified in the Project Plan, or 24 hours of completion of testing, whichever is earlier.

(d) If the Software has passed the Acceptance Tests under clause 5.4(c) then the Software is deemed accepted, and the Customer must sign the acceptance certificate provided by TechnologyOne.

(e) If the Customer notifies TechnologyOne that the Software has failed the Acceptance Tests under clause 5.4(c), then the Customer may:

(i) accept the Software, in which case TechnologyOne will endeavor to rectify any remaining Defects in the course of the Support and Maintenance Services; or

(ii) require TechnologyOne to remedy the Defects in the Software and re-submit the Software for testing in accordance with clause 5.4(a)

(f) The Customer agrees it is deemed to have tested and accepted the Software when the Software is used in a live production environment.

5.5 Third Party Products

(a) TechnologyOne may make use of, or make available to Customer, Third Party Software in connection with the Services. Notwithstanding anything to the contrary in the Agreement, Customer's use of and access to such Third Party Software is subject to and conditional on the Customer's compliance with the Third Party Software terms (if any), which the Customer may request from TechnologyOne at any time. The Customer acknowledges that Third Party Software terms may include licence restrictions in addition to the restrictions on the Customer's Licence Certificate, and may change from time to time.

(b) Where TechnologyOne receives the benefit of warranties and indemnities from a Third Party Software provider, TechnologyOne will pass those benefits on to the Customer to the extent that TechnologyOne has the right to do so. Except as set forth in this section or where specifically set out in the Agreement otherwise:

(i) TechnologyOne makes no, and expressly disclaims all, representations and warranties with respect to Third Party Software; and

(ii) use of the Third Party Software is at Customer's sole risk.

(c) If TechnologyOne's arrangements with a third party supplier are terminated for any reason at any time, TechnologyOne may cease to provide the Customer with access to, or maintain, the relevant Third Party Software.

6 Support and Maintenance Terms

6.1 Support and Maintenance Services Description

(a) The Support and Maintenance Services are:

(i) email and telephone access to the TechnologyOne support center facilities between 7.00am and 7.00pm on any Business Day;

(ii) correction of critical errors or assistance to overcome problems. TechnologyOne may, in its sole discretion, correct errors by "patch" or by release of a new version; and

(iii) information on availability of new versions of the Software.

(b) The Customer agrees that when Support and Maintenance Services are requested by it that require investigation of its database, system or software by TechnologyOne, TechnologyOne will not be required to provide those Services until the Customer has provided TechnologyOne with remote access to the Customer's systems.

6.2 Enhancements and Modifications to the Software

TechnologyOne may modify the Software from time to time, provided that it will not remove any material functionality from the Software.

6.3 Corrected or New Software Versions

(a) The Customer will be entitled to receive any corrected or new versions of the Software which TechnologyOne makes generally available to Customers.

(b) The Customer must accept updates and new releases in accordance with clause 8.6 in order to be able to continue to receive the Support and Maintenance Services.

7 Application Managed Service Terms

7.1 Application Managed Services Description

Application Managed Services are the provision of reporting, configuration services or other agreed additional services, as specifically requested by the Customer from time to time and agreed with TechnologyOne in writing.

7.2 Ordering and expiry

(a) The Customer may pre-purchase hours of Application Managed Services using the process described in clause 3, in the units nominated by the TechnologyOne from time to time.

(b) The Customer must use all Application Managed Services within 12 months of the date of purchase. If the Customer has not used Application Managed Service hours within 12 months of purchase, those hours will expire and TechnologyOne no longer has any obligations in relation to those hours.

8 Cloud Service Terms

8.1 Cloud Service Description

(a) The Cloud Services are:

(i) the infrastructure required to host the licensed TechnologyOne Software (specified in the Service Order Form) in two environments (production and test environments);

(ii) one production database attached to the production environment, and one test database attached to the test environment;

(iii) infrastructure monitoring, support and maintenance;

(iv) a dedicated database schema for each customer, for data separation and privacy;

(v) a maximum of one (1) database refresh per month;

(vi) a comprehensive anti-virus regime, including real-time scanning;

(vii) high availability with the system distributed across two geographically separated data centers in an active/active configuration to provide dual redundancy at both the machine and data center level; and

(viii) storage space as specified in the Service Order Form.

(b) Unless otherwise specifically set out in the Service Order Form, the Cloud Services do not include effort associated with altering or modifying interfaces and reports, including effort required as the result of an upgrade or new version; data recovery; application management or administration tasks; or regression testing associated with the implementation of application updates.

8.2 Nominated Host

(a) TechnologyOne may use any Infrastructure as a Service provider as the Nominated Host to host the Cloud Services. If TechnologyOne changes the Nominated Host it will notify the Customer of the change.

(b) The Customer must comply with the following:

(i) the end user terms of the Nominated Host as they are relevant to the Customer's use of the Cloud Services, as updated from time to time during the Term; and

(ii) the acceptable use policy of the Nominated Host, as notified to the Customer by TechnologyOne from time to time during the Term.

8.3 Customer requirements

(a) The Customer must:

(i) promptly act on any notices sent to the Customer by any person claiming that Customer Data infringes a third party's rights;

(ii) comply with any reasonable policies of TechnologyOne (including any acceptable use policy relating to the Cloud Services) notified by TechnologyOne to the Customer from time to time;

(iii) ensure that no personnel of the Customer other than the Customer Representative log requests for support with TechnologyOne; and

(iv) collect and retain the back-up of the Customer Data made available by TechnologyOne under clause 8.7 below as often as is necessary to ensure that the Customer meets its data retention and disaster recovery policies and procedures.

(b) The Customer acknowledges and agrees that if the Customer does not comply with clause 8.3(a) above at any time during the Term then TechnologyOne may be unable to supply the Cloud Services to the Customer.

8.4 Data Location

(a) Unless otherwise specified in the Service Order Form TechnologyOne undertakes to ensure that the storage of any Customer Data is restricted to the European Union.

(b) TechnologyOne will not transfer Customer Data outside the Republic of Ireland or the United Kingdom without first notifying Customer, unless required to comply with applicable law or upon request from a relevant government regulator with authority to require such transfer.
(c) TechnologyOne will not move its Cloud Services architecture outside of the Republic of Ireland and the United Kingdom without notifying the Customer of such change.

8.5 Service Levels

The Service Levels are defined as set out in Attachment 3.

8.6 Updates and New Releases

(a) Updates and new releases of the Software (post Go-Live) which are generally made available to TechnologyOne customers will be made available to the Customer under this Agreement during the term at no additional cost.
(b) Customer must accept all new updates and releases in their production environment before the expiration of 12 months from the date of general release of that update or release.
(c) TechnologyOne may make changes to the Cloud Services from time to time, including by changing or discontinuing features of the Cloud Services. The Customer acknowledges that patches, bug fixes and minor upgrades to the Software will be installed centrally by TechnologyOne without notice to the Customer. TechnologyOne will notify the Customer of any material change or discontinuation of Cloud Services offerings.

8.7 Back up

The Customer acknowledges and agrees that, unless otherwise specified in the Service Order Form, TechnologyOne's obligations to back-up Customer Data is limited to creation of weekly full backups and retention of those back-ups for 3 months.

8.8 Fair Use

(a) If, in the reasonable opinion of TechnologyOne, the Customer uses an excessive amount of data transfer (bandwidth), and the Customer's excessive usage is likely to affect the TechnologyOne system or other customer of TechnologyOne, then TechnologyOne may, subject to clause 8.8(b) below, limit or "throttle" the Customers bandwidth or capacity.
(b) Where reasonably practicable, if TechnologyOne intends to throttle the Customer's Service pursuant to clause 8.8(a) above, it will advise the Customer at least 24 hours beforehand that the Service is to be throttled.
(c) If the Customer's usage of data transfer exceeds the thresholds specified in the Customer Support Guide (if any), then TechnologyOne may charge the Customer an additional fee in accordance with the Customer Support Guide.

8.9 Storage

TechnologyOne will notify the Customer if the Customer exceeds the storage for Cloud Services specified in the Service Order Form, in which case the Customer may elect to either:

(a) archive Customer Data to bring its usage within permitted storage limits; or
(b) purchase additional storage at TechnologyOne's then current rates (as notified to the Customer by TechnologyOne).

8.10 Acknowledgement

The Customer acknowledges and agrees that:

(a) the Cloud Services may not function as intended (or at all) if the Customer does not:
  (i) have the resources necessary to receive the Cloud Services, including hardware, software, telecommunications resources and internet access of a standard acceptable to TechnologyOne; and
  (ii) comply with systems recommended by TechnologyOne from time to time in relation to the Customer's network and use of the Cloud Services;
(b) any timeframes provided by TechnologyOne to the Customer in relation to the Cloud Services are estimates only;
(c) the TechnologyOne Software and the Cloud Services may not be available from time to time;
(d) TechnologyOne makes no representation and gives no warranty that the Software or the Cloud Services will be free from errors and defects or fit for any purpose not set out in the Specifications; and
(e) TechnologyOne makes no representation and gives no warranty in relation to the suitability or performance of any third party service provider (other than a subcontractor of TechnologyOne engaged under this Agreement) referred to the Customer by TechnologyOne.

8.11 Prohibited conduct

The Customer must not use the Cloud Services:

(a) to engage in fraud, fraudulent or illegal behaviour;
(b) to, or attempt to, circumvent any security measures or otherwise gain unauthorised access to or interfere with any third party's online resources or systems including by any form of hacking;
(c) to distribute, view or create any material that:
  (i) is or may be pornographic, defamatory, offensive, obscene, illegal or unlawful; or
  (ii) infringes any third party's Intellectual Property Rights;
(d) use the Cloud Services in a way that poses a security risk to the Cloud Services or may adversely impact the Cloud Services or the systems of another user of the Cloud Services;
(e) to distribute unsolicited emails to third parties including bulk unsolicited emails;
(f) in a way that infringes any third party's Intellectual Property Rights;
(g) in a way that disrupts, misuses or excessively uses the hardware, bandwidth access, storage space or other resources of TechnologyOne or TechnologyOne's other customers; or
(h) send unsolicited email from another network that appears to have been sent using the Cloud Services or from hardware TechnologyOne uses to provide the Cloud Services.

9 Warranties

9.1 SaaS warranty

(a) TechnologyOne warrants that the Cloud Services and Support & Maintenance Services will be provided sufficiently so that Software functions materially in accordance with the Specifications during the Term. If the Customer notifies TechnologyOne that a material error has occurred in the Software during the Term, then TechnologyOne will promptly rectify those errors in accordance with the TechnologyOne Customer Support Guide after it receives written notification of this occurring.
(b) The SaaS Warranty continues for the Term provided that the Customer uses the Software solely in accordance with the Terms of this Agreement and its Licence Certificate.
(c) The SaaS Warranty does not require TechnologyOne to rectify any error in the Software or Services:
  (i) caused by the Customer or a third party service provider to the Customer; or
  (ii) which TechnologyOne personnel are unable to replicate.
(d) TechnologyOne's obligations under clause 9.1(a) above are the Customer's sole remedy for breach of the SaaS Warranty.

9.2 Customer Material warranty

The Customer represents and warrants, and it is a condition of this Agreement, that use of the Customer Material by TechnologyOne in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party.

9.3 Accuracy and reliance warranties

The Customer represents and warrants, and it is a condition of this Agreement, that:

(a) the Customer has assessed the Software and Services and determined the Software and Services are fit for the Customer's purposes;
(b) all information provided by the Customer or on the Customer's behalf to TechnologyOne is accurate and is not, whether by omission of information or otherwise, misleading;
(c) the Customer has not withheld from TechnologyOne any document, information or other fact material to the decision of TechnologyOne to enter into this Agreement; and
(d) except as specifically set out in this Agreement, the Customer did not rely upon any representation made to the Customer by TechnologyOne or any Related Body Corporate of TechnologyOne (if any) prior to entry into this Agreement.

9.4 Privacy warranties

(a) The Customer represents and warrants, and it is a condition of this Agreement, that the Customer has all necessary consents required under Data Protection Laws to:
  (i) provide TechnologyOne with any Personal Information which forms part of the Customer Data or the Customer Material; and
  (ii) permit TechnologyOne to use any Personal information which forms part of the Customer Data or the Customer Material in the manner contemplated by this Agreement, including to provide that Personal Information to the Nominated Host.
(b) TechnologyOne warrants that it will comply with the Data Protection Laws as they relate to it in providing the Services.

9.5 Other

Except as specifically set out in this Agreement and subject to clause 17(d), TechnologyOne excludes all other warranties, whether express or implied or however they may arise, to the maximum extent permitted at law.

10 Customer obligations

10.1 No Resupply

The Customer may use the Services for its own benefit only, and must not resupply the Services to any third party.

10.2 Customer requirements

The Customer must:

(a) make adequate and appropriately qualified Customer personnel available to perform the Customer's duties as set out in the Roles and Deliverables document;

(b) cooperate with TechnologyOne and provide TechnologyOne with such information and assistance reasonably necessary to enable TechnologyOne to provide the Services;

(c) provide TechnologyOne with reasonable access to the Customer's premises as required to perform the Services; and

(d) promptly review documents provided by TechnologyOne and respond to requests for information.

11 Fees

11.1 Fees

(a) The Customer must pay the Fees to TechnologyOne.

(b) If there is a dispute about whether a Fee or other amount contemplated by this Agreement is payable or available, the Customer may withhold the disputed amount, but must promptly raise the disputed amount with TechnologyOne and must not withhold any undisputed amount.

(c) The Fees may change during the Term in the manner contemplated by clause 11.3 or by the Service Order Form.

11.2 Invoices

(a) TechnologyOne will invoice the Customer from time to time for the Fees.

(b) The Customer must pay an invoice issued under clause 11.2(a) within 30 days after the date of issue of the invoice.

11.3 CPI

(a) Unless otherwise specified in the Service Order, the Fees will be increased each year during the Term on each Anniversary Date by the percentage change in the All Items Consumer Price Index (CPI) for the twelve month period most recently published by the Office of National Statistics (or any successor UK government Department) prior to the relevant Anniversary Date.

(b) The Customer acknowledges that Nominated Host charges TechnologyOne for the Hosting Services in US dollars. In the event that Australian dollar equivalent amount charged to TechnologyOne for the Hosting Services increases due to change in the USD/AUD exchange rates (as published by the Reserve Bank of Australia) over the 12 months prior to an Anniversary Date, TechnologyOne will may increase the Fees for the Cloud Services by a proportional amount, in addition to the percentage increase under clause 11.3(a).

11.4 Travel Expenses

(a) All Fees are exclusive of travel expenses. TechnologyOne will invoice Customer, and Customer agrees to pay for all reasonable travel expenses incurred in carrying out the Implementation and Consulting Services (including airfares, accommodation, mileage, daily allowances and parking).

(b) Where consultants are required to travel by air to site they will work in minimum three (3) day blocks and, unless otherwise specifically agreed in advance, will return home for weekends. TechnologyOne will make all travel arrangements unless otherwise specifically agreed in writing.

(c) The Customer agrees to pay Fees for time spent travelling to and from the Customer's premises where this exceeds 60 minutes each way.

(d) A normal working day means 7.5 hours and includes time spent travelling to and from the University of Sussex premises where this exceeds one (1) hour each way or, at the University of Sussex option, the travelling time that exceeds one (1) hour each way will be charged at normal hourly rates. Where a consultant spends more than 7.5 hours in any normal working day then the additional time will be charged at our normal hourly rates without additional loading or penalties.

11.5 Commencement of Implementation Services

(a) The Customer acknowledges and agrees that the Fees for the Implementation Services assume that Implementation Services will commence within eight (8) weeks after the Commencement Date.

(b) If Implementation Services have not commenced within 8 weeks of the Commencement Date and the delay was not caused by TechnologyOne, TechnologyOne reserves the right to vary the Fees for the Implementation Services.

(c) If the Customer delays any Consulting or Implementation Service within ten (10) working days of the scheduled date for providing that Consulting or Implementation Service, TechnologyOne may charge the Customer for any resulting loss (including expenses incurred and personnel time which cannot be reallocated). TechnologyOne will use all reasonable commercial efforts to mitigate any such loss.

12 Term, Termination and Suspension

12.1 Term

This Agreement commences on the Commencement Date and continues for the Initial Period and each Rollover Period unless terminated earlier in accordance with this clause 12.

12.2 Termination at end of Rollover Period

Each party may terminate this Agreement by giving at least 60 days' notice to the other party prior to the end of the Initial Period or a Rollover Period, in which case this Agreement will terminate on expiration of the Initial Period or the then current Rollover Period.

12.3 Termination for breach

If:

(a) a party commits a material breach of this Agreement and fails to remedy that breach within 30 days of receiving notice from the other party requiring it to do so; or

(b) an Insolvency Event occurs in relation to a party,

then the other party may terminate this Agreement by notice to that party, in which case this Agreement will terminate immediately.

12.4 Termination for Customer misconduct

TechnologyOne may terminate this Agreement immediately by notice to the Customer breaches clause 5.2(a), 8.2 or 15.2(b) of this Agreement, uses the Software or the Services in a way which breaches any applicable law, or attempts to modify or tamper with the Cloud Services.

12.5 Effect of termination or expiry

On termination or expiry of this Agreement:

(a) the Customer must immediately cease using the Software;

(b) TechnologyOne will continue to make a back-up copy of the Customer Data available to the Customer for a period of 30 days, after which TechnologyOne may delete the Customer Data;

(c) if the Customer requests TechnologyOne to assist in extracting Customer Data and TechnologyOne agrees to do so, the Customer must pay TechnologyOne for assistance on a time and materials basis at TechnologyOne's then current rates;

(d) any prepaid hours of Application Managed Services will expire;

(e) TechnologyOne is not required to refund any Fees paid in advance to the Customer;

(f) each party must return or destroy all Confidential Information of the other party in its care, custody or control to the other party; and

(g) accrued rights are not affected.

12.6 Survival

Termination of this Agreement will not affect clauses 12.5, 15.1, 15.4, 15.5, 16, 17 and 22 or any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the termination.

12.7 Suspension

(a) Without limiting any other remedy TechnologyOne may have under this Agreement or at law including under clauses 12.3 and 12.4, TechnologyOne may suspend the provision of all Services if:

(i) the Customer fails to pay the Fees in accordance with clause 11.2, and the unpaid Fees are more than 30 days overdue, and TechnologyOne has issued a payment reminder notice following the invoice;

(ii) TechnologyOne reasonably suspects the Customer has users in excess of the Permitted Users accessing the Software;

(iii) TechnologyOne reasonably suspects that the Customer has done or is likely to do any of the things described as prohibited conduct in clause 8.11; or

(iv) TechnologyOne receives a court order or notice from a regulatory body requiring TechnologyOne to cease providing the Cloud Services to the Customer or remove any content the Customer is making available through use of the Cloud Services.

(b) TechnologyOne will give Customer reasonable prior notice of any suspension of Cloud Services, unless prohibited from doing so by law or other legal obligation.

13 Dispute Resolution

(a) The parties agree that in the event that any dispute arises out of or in connection with this Agreement ("Dispute"), the party raising the Dispute must notify the other party ("Dispute Notice").

(b) The Customer Representative and TechnologyOne Representative will first meet to try and resolve the Dispute by negotiation within 14 days of receipt of the Dispute Notice.

(c) If the parties do not resolve the Dispute by negotiation within 14 days, then a senior executive of each party will meet and attempt to resolve the Dispute within a further 30 days.

(d) If the Dispute has not been resolved within 60 days of the Dispute Notice, then the parties may agree to refer the Dispute to mediation by an accredited mediator they agree on (and absent agreement by a mediator appointed by the Law Society of England and Wales). Neither party may commence any court proceedings in relation to a Dispute until it has exhausted the dispute resolution procedure in this clause.

(e) If a dispute is not resolved under the process in clauses 13(a) to (d) must be:
   (i) submitted to arbitration in accordance with, and subject to, the UNCITRAL Arbitration Rules;
   (ii) administered by the Resolution Institute; and
   (iii) conducted by one arbitrator, in the English language in the location of London, United Kingdom.

(f) An award made under clause 13(e) is final and may be entered into by any court of competent jurisdiction.

(g) Nothing In this clause 13 prevents a party from applying to a court of competent jurisdiction for injunctive or other urgent interlocutory relief.

14 Modification of Services

TechnologyOne may make modifications to any of the Services or particular components of the Service from time to time, provided that modifications will not remove material functionality of the Services. TechnologyOne will endeavour to notify Customer of any material modifications.

15 Intellectual property

15.1 TechnologyOne Material

The Customer agrees that all Intellectual Property Rights in the Software, Documentation and TechnologyOne Material are retained by TechnologyOne, and other than the licence granted under the Licence Terms, nothing in this Agreement grants the Customer any right, title or interest in the Software, Documentation or TechnologyOne Material.

15.2 Modifications

(a) TechnologyOne retains all Intellectual Property Rights in modifications to the Software, regardless of whether those modifications are made on the suggestion of the Customer, or if the Customer paid Fees for those modifications. If TechnologyOne implements a change to the Software suggested by the Customer, the Customer assigns all Intellectual Property Rights in that modification to TechnologyOne.

(b) The Customer must not make, or permit any third party to make, any modifications to the Software without the prior written consent of TechnologyOne.

(c) If the Customer breaches clause 15.2(b) then:
   (i) the Customer assigns all Intellectual Property Rights in modifications to the Software referred to in clause 15.2(b) to TechnologyOne on creation; and
   (ii) the Customer indemnifies TechnologyOne for all costs, loss or damage, however caused (including legal costs) incurred or suffered by TechnologyOne in connection with the Customer's breach of clause 15.2(b).

15.3 Customer Material

(a) Customer Material remains the property of the Customer, and subject to clause 15.3(b), nothing in this Agreement grants to TechnologyOne any Intellectual Property Rights in the Customer Material.

(b) The Customer grants to TechnologyOne a perpetual, non-exclusive, irrevocable, global licence (including the right to sublicense) to exercise the Intellectual Property Rights in any Customer Material to the extent required for TechnologyOne to provide the Services to the Customer, including to use and modify the Customer Material.

15.4 No use of marks

Subject to clause 15.5, each party must not, and must ensure that its officers, employees, agents and subcontractors do not, use the trade marks or logos of the other party except with the prior written consent of the other party.

15.5 Disclosure to Media and Others

(a) Without limiting the confidentiality obligations in clause 16.1, each party must not, and must ensure that its employees, officers or agents do not, may make any public statement or disclose to the media any information regarding the other party, this Agreement, the Software or the Services, without the prior written consent of the other party.

(b) Unless expressly prohibited by the Customer in writing, TechnologyOne may refer to the Customer as its customer (using its name and logo) and provide a brief factual description of the deliverables provided under this Agreement:
   (i) in a list of customer references;
   (ii) in proposals to third parties;
   (iii) in ASX market announcements;
   (iv) in its annual report; and
   (v) on its website.

16 Confidential Information

16.1 Obligations of confidence

Each party agrees to keep confidential, and not to use or disclose, other than as permitted by this Agreement, any Confidential Information of the other party provided to or obtained by that party prior to or after entry into this Agreement.

16.2 Exclusions

The obligations of confidence in clause 16.1 do not apply to Confidential Information:

(a) that is required to be disclosed by the rules of any relevant stock exchange;

(b) that is required to be disclosed by applicable law, or under compulsion of law by a court or government agency or by any regulator, as long as the disclosing party:
   (i) discloses the minimum amount of Confidential Information required to satisfy the law or rules; and
   (ii) before disclosing any information, gives a reasonable amount of notice to the other party and takes all reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence;

(c) that is in the public domain otherwise than as a result of a breach of this Agreement or other obligation of confidence; or

(d) that is already known by, or rightfully received, or independently developed, by the recipient of that Confidential Information free of any obligation of confidence.

16.3 Restriction on disclosure

(a) Each party may use and disclose Confidential Information of the other party only:
   (i) with the prior written consent of the other party; or
   (ii) to that party's directors, agents, professional advisors, employees, contractors and permitted sub-contractors solely for the exercise of rights or the performance of obligations under this Agreement.

(b) If either party discloses Confidential Information under clause 16.3(a) that party must ensure that such information is kept confidential by the person to whom it is disclosed and is only used for the purposes of performing the Services under this Agreement.

16.4 Injunctive relief

Each party acknowledges that:

(a) the other party may suffer financial and other loss and damage if any unauthorised act occurs in relation to Confidential Information of the other party, and that monetary damages would be an insufficient remedy; and

(b) in addition to any other remedy available at law or in equity, the other party is entitled to injunctive relief to prevent a breach of, and to compel specific performance of this clause 16.

17 Limitation of liability

(a) Subject to 17(b) to (e), any liability of TechnologyOne for any loss or damage however caused (including by the negligence of TechnologyOne), suffered by the Customer in connection with this Agreement is limited:
   (i) for Services provided under a Statement of Work, to the Fees paid or payable under that Statement of Work in the 12 months prior to the claim; or
   (ii) for Services that are not provided under a Statement of Work, the Fees paid or payable by the Customer to TechnologyOne under this Agreement in the 12 months prior to the claim.

(b) The limitation set out in this clause 17 is an aggregate limit for all claims, whenever made.
(c) Subject to clauses 17(d) and 17(e), TechnologyOne is not liable for any Consequential Loss however caused (including by the negligence of TechnologyOne), suffered or incurred by the Customer in connection with this Agreement.
(d) Except as contemplated by clause 17(e), nothing in this Agreement is intended to limit any rights of the Customer which cannot be excluded under the *Sale of Goods Act* 1979 or the *Supply of Goods and Services Act* 1982.
(e) If the *Sale of Goods Act* 1979 or the *Supply of Goods and Services* Act 1982 provides that there is a guarantee or undertaking in relation to any good or service supplied by TechnologyOne in connection with this Agreement and TechnologyOne's liability for failing to comply with that guarantee or undertaking cannot be excluded but may be limited, then clauses 17(a) to (c) do not apply to that liability and instead TechnologyOne's liability for such failure is limited to (at TechnologyOne's election):
  (i) in the case of a supply of goods, TechnologyOne replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or
  (ii) in the case of a supply of services, TechnologyOne supplying the services again or paying the cost of having the services supplied again.

18 Indemnity

18.1 Customer indemnity

Subject to TechnologyOne complying with clause 18.3, the Customer:
(a) is liable for, and indemnifies TechnologyOne from any amount awarded in favour of the third party by the final judgment of a court of competent jurisdiction in a claim by a third party that use the Customer Material by TechnologyOne, or the Customer's use of the Services or Software in breach of this Agreement, infringes the Intellectual Property Rights of that party in Australia, New Zealand or the United Kingdom; and
(b) must defend TechnologyOne against any claim or allegation by a third party that the Customer Material or the Customer's use of the Services or Software in breach of this Agreement infringes the Intellectual Property Rights of a third party in Australia, New Zealand or the United Kingdom.

18.2 TechnologyOne indemnity

(a) Subject to clause 17 and the Customer complying with clause 18.3, TechnologyOne:
  (i) is liable for, and indemnifies the Customer from any amount awarded in favour of the third party by the final judgment of a court of competent jurisdiction in a claim by a third party that use of the TechnologyOne Software by the Customer in accordance with this Agreement infringes the Intellectual Property Rights of that party in Australia, New Zealand or the United Kingdom; and
  (ii) must defend the Customer against any claim or allegation by a third party that use of the TechnologyOne Software by the Customer infringes the Intellectual Property Rights of a third party in Australia, New Zealand or the United Kingdom.
(b) Clause 18.2(a) does not apply if a claim results from:
  (i) modifications made to the TechnologyOne Software by the Customer or at the Customer's direction; or
  (ii) the Customer using the TechnologyOne Software:
    (A) other than as permitted by this Agreement; or
    (B) in conjunction with a third-party product not provided by TechnologyOne.

18.3 Conditions of indemnity

The indemnified party under clause 18.1 or 18.2 must, if it becomes aware of a third party claim referred to in clause 18.1 or 18.2:
(a) immediately notify the other party and provide the other party with all information available to the indemnified party;
(b) permit the other party to conduct the defence or settle the claim;
(c) takes all reasonable steps to mitigate loss or damage related to the claim;
(d) provide any assistance reasonably requested by the other party; and
(e) not make any statement or admission in relation to the claim without the other party's prior consent.

18.4 Sole remedy

(a) If a Court of competent jurisdiction finds that the Software infringes the Intellectual Property Rights of a third party, or TechnologyOne settles a claim or allegation of such infringement on terms that impact TechnologyOne's rights to continue to licence the Software to the Customer, then TechnologyOne may, at its sole election:
  (i) modify the Software so that it no longer infringes third party rights;
  (ii) procure an equivalent replacement software product or component for the Customer; or
  (iii) terminate this Agreement by notice to the Customer, and refund Fees paid advance by the Customer on a pro rata basis.
(b) The refund in 18.4(a)(i) is a sole remedy available to the Customer in the event of termination under that clause.

18.5 Continuing obligation

(a) Each indemnity contained in this Agreement is a continuing obligation notwithstanding:
  (i) any settlement of account; or
  (ii) the occurrence of any other thing,
(b) and it is not necessary for a party to incur expense or make payment before enforcing or making a claim under an indemnity.

19 Representatives

(a) The TechnologyOne Representative will represent TechnologyOne for the day to day purposes of this Agreement.
(b) The Customer Representative will represent the Customer for the day to day purposes of this Agreement.

20 Force majeure

Each party will not be:
(a) in breach of this Agreement as a result of; or
(b) liable for,
any failure or delay in the performance of that party's obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event.

21 Costs and taxes

21.1 Stamp duty

The Customer must pay all stamp duty (including penalties and interest) if any is assessed or payable in connection with this Agreement.

21.2 Other taxes

Subject to clause 21.3**.**, the Customer must pay all taxes (including where appropriate VAT), duties, government charges and other taxes of a similar nature (including any related fines, penalties and interest) imposed or levied in the United Kingdom or overseas in connection with the Customer's performance of this Agreement.

21.3 VAT

Any words capitalized in this clause X and not already defined in clause X have the meaning given to those words in the VAT Act.
(a) All fees and expenses payable pursuant to this Agreement must be paid together with value added tax or any similar tax (if any) properly chargeable thereon in any jurisdiction.
(b) Any value added tax chargeable in respect of any services supplied by TechnologyOne under this Agreement shall, on delivery of the value added tax invoice, be paid in addition to any sum agreed to be paid hereunder.
(c) If either party has the right under this Agreement to be reimbursed or indemnified by another party for a cost incurred in connection with this Agreement, that reimbursement or indemnity excludes any VAT component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).

22 Record keeping and Audits

22.1 Audits

(d) Once during each 12 month period of the Term, TechnologyOne may carry out an audit, or engage a third party to carry out an audit, on the Customer to determine the Customer's compliance with this Agreement, including in relation to licence restrictions.
(e) TechnologyOne will be responsible for TechnologyOne and the auditor's costs and charges in connection with the audits, provided that if the audit finds the Customer is under-licensed by greater than 10%, the Customer must reimburse TechnologyOne for its reasonable costs.

(f) The Customer must co-operate with the auditors and will be responsible for providing appropriate resources and reasonable assistance at the Customer's cost.

22.2 Record keeping

The Customer must:

(a) keep sufficient records to verify its compliance with its licence restrictions, as set out in this Agreement, and make those records available to TechnologyOne on request; and

(b) on request by TechnologyOne, conduct a self-audit of the Customer's use of the Software and within 30 days of the request, provide TechnologyOne with either:

(i) a statutory declaration confirming the Customer's use of the Software complies with licence restrictions in its Licence Certificate; or

(ii) details of how the Customer's use of the Software exceeds licence restrictions in its Licence Certificate.

22.3 Additional licences

If an audit or self-audit finds that the Customer is using the Software or Services in excess of the licence restrictions in its Licence Certificate, the Customer must pay an additional fee so that its use of the Software and Services is compliant with this Agreement and its Licence Certificate.

22.4 Requests by regulatory bodies

If, from time to time during and after the term of this Agreement, a court, government or governmental body, authority or agency requires information or documents from TechnologyOne that are in the possession or control of the Customer relating to the Services, the Customer must use reasonably efforts to assist TechnologyOne comply with that request.

23 General

(a) The laws of England and Wales govern this Agreement.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales and courts competent to hear appeals from those courts.

(c) Where this Agreement contemplates that TechnologyOne may consent to, elect, determine, approve, nominate, decide or consider any matter or thing, TechnologyOne may provide such consent or make such election, determination, approval, nomination, decision or consideration in its absolute discretion and conditionally or unconditionally without being required to give reasons or act reasonably, unless this Agreement expressly requires otherwise.

(d) Each party must not assign, in whole or in part, or novate the party's rights and obligations under this Agreement without the prior written consent of the other party.

(e) Time is not of the essence in the performance of obligations under this Agreement.

(f) For the avoidance of doubt, this Agreement does not create a relationship of employment, trust, agency or partnership between the parties.

(g) Each provision of this Agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.

(h) Any notice or approval required by or contemplated by this Agreement must be in writing and delivered, posted or emailed to the other party at the address provided for them in this Agreement, which address may be updated from time to time by written notice to the other party.

(i) Any variation or amendment to this Agreement must be in writing and properly executed by the parties.

(j) This Agreement represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.

(k) TechnologyOne may subcontract the performance of all or any part of TechnologyOne's obligations under this Agreement.

(l) A right under this Agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.

(m) Without limiting any other remedies available to TechnologyOne, if the Customer fails to pay any amount payable under this Agreement, the Customer must pay Interest on that amount.

(n) The Customer must comply with all applicable laws in connection with receipt of the Services.

©Technology One UK Limited

ATTACHMENT 1 – SOW 001
(Initial Software Implementation)

Services Agreement ID: TechnologyOne UK Limited and [insert] dated [] (**Agreement**)	**Reference Number:** [SOW 001]
Services Type: [Implementation Services/Consultancy Services]	**Project Name/Phase:** [insert]
TechnologyOne contact name / number and email: [insert name and contact details]	**Customer contact name / number and email:** [insert name and contact details]
Start Date and Term: [insert]	
Services [and Project] – Description [Insert or attach a detailed description of the Services to be provided under this SOW]	
Project Methodology: **[insert] or [as set out in [insert document reference]]**	
Fees [and Project Plan] [Insert details of the charges applicable to the Statement of Work:]	
Roles and Deliverables: [Insert Roles & Deliverables] OR [As set out in [insert document reference]]	

Assumptions/exclusions:

1) The fees are based upon the following assumptions/exclusions which apply to the provision of the Implementation Services:
   a. The Customer will promptly perform its obligations under the Roles and Deliverables description, will ensure all reviews are completed within 5 business days of the date a document is provided to the Customer. Customer must act reasonably in its conduct of the acceptance tests and may not unreasonably refuse to accept the configured test environment. If the Customer does not complete the acceptance testing within 5 Business days (or such other time as may be agreed by the parties in writing) after notification that the environment is ready for testing, it will be deemed to be accepted.
   b. Customer will provide the personnel and other reasonable resources and assistance required to enable the implementation of the Software to be completed and supported.
   c. All changes to the Implementation Services are to be managed by the project managers of TechnologyOne and the Customer.
   d. Services provided by the Supplier will combine of remote and onsite (face to face) working. Services are charged on an hourly basis with a normal working day representing 7.5 hours and will be invoiced at the end of each month as expended. The minimum increment/unit of work/time charges is 0.5 day.
   e. A normal working day means 7.5 hours and includes time spent travelling to and from the Customer premises where this exceeds one (1) hour each way or, at the Customer's option, the travelling time that exceeds one (1) hour each way will be charged at normal hourly rates. Where a consultant spends more than 7.5 hours in any normal working day then the additional time will be charged at our normal hourly rates without additional loading or penalties
   f. Any out of hours consulting activity requested by the Buyer and agreed by the Supplier will incur a surcharge of 50% of the standard daily rate (in addition to the daily rate) for outside normal working hours and 100% of the standard daily rate (in addition to the daily rate) for weekends and bank holidays. For any 'on-call' or 'standby' services requested by the Buyer the costs will be determined based upon the requirements for the services.
   g. The number of days and cost of each Service provided are estimates only. Any timeframes, project duration, dates for completion of any project tasks or deliverable included in this contract, the associated project plan or any other document during implementation are estimates only. All fee estimates are exclusive of VAT unless otherwise expressed as being inclusive of VAT. The fee estimates are based upon the assumptions set out in Schedule 1. If these assumptions are not met or prove to be incorrect Supplier reserves the right to vary the fee estimates.
   h. The project managers of the parties shall regularly review progress against estimates, including at the end of the verification stage. Each party shall notify the other party if they consider that the estimates are likely to be exceeded and in such circumstances, the project managers shall meet to discuss the cause and extent of the impact to the estimates and determine (where possible) any means reasonably possible to mitigate any change.
   i. The Implementation Services include standard work-flow only. If implementation of customised workflow is required a separate scoping study will be required to identify the extent of work required. Customer acknowledges that this will incur additional costs.
   j. Configuration of Roles & Workplaces will be limited to the use of shipped configuration, customised Roles & Workplaces are excluded from the scope of the services to be provided unless otherwise specified.
   k. The Implementation Services will commence not earlier than eight (8) weeks after the Commencement Date. Where possible, the Supplier will endeavour to starting the planning and the associated planning workshops beforehand.
   l. The Implementation Services will involve configuration, but no customisation of Software, unless expressly agreed in writing, in accordance with clause 4 of the Agreement.
   m. As part of providing the Implementation Services, TechnologyOne may make a third environment available to the Customer. This is provided at TechnologyOne's discretion and may be de-mobilised at any time in its discretion. Should Customer wish to have a third environment on an ongoing basis – additional fees will apply.
   n. Such other assumptions as specified in the proposal provided to the Customer.
2) The number of days to provide the Implementation Services and fees are indicative and an estimate only. Where TechnologyOne is required to complete a solution design document as a Deliverable, which is signed off by the Parties ("Solution Design Document"), the Solution Design Document will set out the scope of the Implementation Services. The Solution Design Document will take precedence over all other documents in relation to the scope of the Implementation Services and the project plan.

ATTACHMENT 1 – SOW 001
(Initial Software Implementation)

Insert]
OR [As set out in [insert document reference]]

Additional Terms:
Capitalised terms in this SOW have the meanings given in the Agreement.
[Insert any other details which are specific to this SOW]

EXECUTION

The signatories below are the people who are authorised to sign for and on behalf of their respective organisations and warrant that they have the authority to do so.

TECHNOLOGY ONE UK LIMITED		**CUSTOMER**	
Signed:	_____	Signed:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date	_____	Date	_____

ATTACHMENT 2 – SOW TEMPLATE

Services Agreement ID: TechnologyOne UK Limited and [insert] dated [insert] (**Agreement**)	**Reference Number:** [SOW #]
Services Type: [Implementation Services/Consultancy Services]	**Project Name/Phase:** [insert]
TechnologyOne contact name / number and email: [insert name and contact details]	**Customer contact name / number and email:** [insert name and contact details]
Start Date and Term: [insert]	
Services [and Project] - Description [Insert or attach a detailed description of the Services to be provided under this SOW]	
Project Methodology: **[insert] or [as set out in [insert document reference]]**	
Fees [and Project Plan] [Insert details of the charges applicable to the Statement of Work:]	
Roles and Deliverables: [Insert Roles & Deliverables]	

Assumptions/exclusions:

1. The fees are based upon the following assumptions/exclusions which, apply to the provision of the Implementation Services:
    a. The Customer will promptly perform its obligations under the Roles and Deliverables description, will ensure all reviews are completed within 5 business days of the date a document is provided to the Customer. Customer must act reasonably in its conduct of the acceptance tests and may not unreasonably refuse to accept the configured test environment. If the Customer does not complete the acceptance testing within 5 Business days (or such other time as may be agreed by the parties in writing) after notification that the environment is ready for testing, it will be deemed to be accepted.
    b. Customer will provide the personnel and other reasonable resources and assistance required to enable the implementation of the Software to be completed and supported.
    c. All changes to the Implementation Services are to be managed by the project managers of TechnologyOne and the Customer.
    d. Services provided by the Supplier will combine of remote and onsite (face to face) working. Services are charged on an hourly basis with a normal working day representing 7.5 hours and will be invoiced at the end of each month as expended. The minimum increment/unit of work/time charges is 0.5 day.
    e. A normal working day means 7.5 hours and includes time spent travelling to and from the Customer premises where this exceeds one (1) hour each way or, at the Customer's option, the travelling time that exceeds one (1) hour each way will be charged at normal hourly rates. Where a consultant spends more than 7.5 hours in any normal working day then the additional time will be charged at our normal hourly rates without additional loading or penalties
    f. Any out of hours consulting activity requested by the Buyer and agreed by the Supplier will incur a surcharge of 50% of the standard daily rate (in addition to the daily rate) for outside normal working hours and 100% of the standard daily rate (in addition to the daily rate) for weekends and bank holidays. For any 'on-call' or 'standby' services requested by the Buyer the costs will be determined based upon the requirements for the services.
    g. The number of days and cost of each Service provided are estimates only. Any timeframes, project duration, dates for completion of any project tasks or deliverable included in this contract, the associated project plan or any other document during implementation are estimates only. All fee estimates are exclusive of VAT unless otherwise expressed as being inclusive of VAT. The fee estimates are based upon the assumptions set out in Schedule 1. If these assumptions are not met or prove to be incorrect Supplier reserves the right to vary the fee estimates.
    h. The project managers of the parties shall regularly review progress against estimates, including at the end of the verification stage. Each party shall notify the other party if they consider that the estimates are likely to be exceeded and in such circumstances, the project managers shall meet to discuss the cause and extent of the impact to the estimates and determine (where possible) any means reasonably possible to mitigate any change.
    i. The Implementation Services include standard work-flow only. If implementation of customised workflow is required a separate scoping study will be required to identify the extent of work required. Customer acknowledges that this will incur additional costs.
    j. Configuration of Roles & Workplaces will be limited to the use of shipped configuration, customised Roles & Workplaces are excluded from the scope of the services to be provided unless otherwise specified.
    k. The Implementation Services will commence not earlier than eight (8) weeks after the Commencement Date. Where possible, the Supplier will endeavour to starting the planning and the associated planning workshops beforehand.
    l. The Implementation Services will involve configuration, but no customisation of Software, unless expressly agreed in writing, in accordance with clause 4 of the Agreement.
    m. As part of providing the Implementation Services, TechnologyOne may make a third environment available to the Customer. This is provided at TechnologyOne's discretion and may be de-mobilised at any time in its discretion. Should Customer wish to have a third environment on an ongoing basis – additional fees will apply.
    n. Such other assumptions as specified in the proposal provided to the Customer.

TEMPLATE

2. The number of days to provide the Implementation Services and fees are indicative and an estimate only. Where TechnologyOne is required to complete a solution design document as a Deliverable, which is signed off by the Parties ("Solution Design Document"), the Solution Design Document will set out the scope of the Implementation Services. The Solution Design Document will take precedence over all other documents in relation to the scope of the Implementation Services and the project plan.

[Insert project specific assumptions]

Additional Terms:

Capitalised terms in this SOW have the meanings given in the Agreement.

[Insert any other details which are specific to this SOW]

EXECUTION

The signatories below are the people who are authorised to sign for and on behalf of their respective organisations Act and warrant that they have the authority to do so.

TECHNOLOGY ONE UK LIMITED		**CUSTOMER**	
Signed:	_____	Signed:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date	_____	Date	_____

©Technology One UK Limited

ATTACHMENT 3 – SERVICE LEVEL COMMITMENT

1 Cloud Service Level Commitment

1.1 Definitions

(a) 'Available' means that the Software is accessible on the production environment by the Customer over the internet.

(b) 'Business Hours' means between 7.00am and 7.00pm on Business Days.

1.2 Availability

(a) TechnologyOne aims to provide the Customer with 99.5% Availability of the Software each month of the Term during Business Hours.

1.3 Scheduled and Unscheduled Maintenance

(a) TechnologyOne performs scheduled maintenance on the Cloud Services (including maintenance related to the Software and other equipment and materials used for providing the Cloud Services) from time to time.

(b) In addition, TechnologyOne may in its sole discretion need to perform emergency or unscheduled maintenance. These maintenance activities may cause interruptions to the Cloud Services.

(c) TechnologyOne will use reasonable efforts to inform Customer in advance of any such Cloud Services interruptions and their anticipated duration.

1.4 Excusing Events

Any delay, downtime, unavailability, latency, service degradation, response delay or similar event or occurrence, will not constitute a failure to meet this Service Level Commitment where that event is caused by or related to any of the following:

(a) scheduled or unscheduled maintenance of the Services (as described in clause 1.3), or any other scheduled downtime agreed to by the parties;

(b) the Customer's act or omission or an act or omission of a third party for which the Customer is responsible, including failure to supply accurate, complete, and timely information when requested;

(c) a Force Majeure Event;

(d) defects in Third Party Software;

(e) failure of the Customer's infrastructure or Internet link to the Services;

(f) any operating system, database, application or other code or materials not provided by TechnologyOne, including configuration issues in connection with the foregoing;

(g) any act or omission of a third party or that is not caused by TechnologyOne or the Nominated Host (for example, hacking, denial of service attacks and the introduction of viruses); and

(h) compliance with any applicable law or requirements of governmental agencies that adversely affect TechnologyOne's ability to provide the Cloud Services.