

UNIT4 GENERAL TERMS OF BUSINESS

<Disclaimer- these General Terms of Business show all the terms applicable for Unit4's Products and Services – when Unit4 produces a contract for your organisation, it will only include the terms that are relevant and applicable to your purchase (variations are shown by the highlights)>

1. INTRODUCTION

1.1. Agreement

The Agreement (incorporating the 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 Agreement is the sole agreement between the Parties and is to the exclusion of any other terms and conditions. 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. Updating Unit4 Service Terms

Insofar as it is not incompatible with Applicable Law, Unit4 may update the Unit4 Service Terms at its sole discretion from time to time. Customer confirms and agrees that the latest version of the Unit4 Service Terms apply in relation to the Agreement between the Parties.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In the Agreement, capitalised words and phrases have the meanings given to them in the definitions sections included in each document.

2.2. Interpretation

Any reference to the singular includes the plural and vice versa. Words importing natural persons include bodies corporate and other legal persons and vice versa. Any particular reference to a gender includes the other gender. Includes or including means without limitation. The headings are for convenience only and do 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 applies:

- 2.3.1. the Order Form;
- 2.3.2. any appendices, schedules or other documents annexed thereto;
- 2.3.3. the Unit4 Service Terms; and
- 2.3.4. 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 in relation to a quantity of a Volume Metric; and (ii) payment obligations are non-cancellable and fees paid are non-refundable. Additional fees are payable where the Customer exceeds the quantity of the Volume Metric purchased in an Order Form or agrees to purchase additional Products (or modules thereof) or Services. Reductions in fees (or annual charges) and partial cancellations are not permitted.

3.2. Annual Renewals and Minimum Terms

Where any Products or Services are payable as an annual subscription, these Products or Services are chargeable annually in advance starting on the Billing Start Date stated in an Order Form. Such charges renew automatically each year on the Renewal Date unless either Party has given at least sixty (60) calendar days' notice in writing (in advance of the relevant Renewal Date) of its intention to terminate. Customer shall provide notice to GlobalCancellations@unit4.com. Unit4 will acknowledge the notice and confirm cancellation or termination where this complies with the terms of the Agreement. Where any charges are subject to a Minimum Term, then neither Party is entitled to serve any notice of its intention to terminate that is purported to take effect prior to the expiry of the Minimum Term. Annually billed products subject to a Minimum Term will, unless agreed otherwise in an Order Form, renew automatically after the Minimum Term for successive periods of one year.

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, 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 Billing Start Date and each Renewal Date; and/or

- 3.3.3. for any Products or Services payable for periods longer or shorter than one year as set out in an Order Form (which may not coincide with the Billing Start Date or Renewal Date), in advance on the Billing Start Date and each Renewal Date with such charges pro-rated to be billed within the applicable annual billing period; and/or

- 3.3.4. unless stated otherwise in an Order Form or Statement of Work for Professional Services and associated Expenses monthly in arrears (on a time and materials basis) as consumed; and/or

- 3.3.5. 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 the number of calendar days of the invoice date specified in the Order Form.

3.4. Indexation Based Increases

In addition to increases in fees for the reasons set out in clause 3.1, any fees stated in an Order Form will increase by way of indexation on each Renewal Date. Also, any fees that are stated as due or payable in the future shall be increased by applying indexation for each year which passes prior to those fees being invoiced. The increase in any one year will be the annual increase in the Reference Index (a previous year or years being measured at the point the relevant invoice is raised) plus 2%, with a minimum of 4%.

3.5. Invoice Procedure

Invoices are considered validly issued including where produced and sent electronically and 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 shall 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, in the case of overdue fees, 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

Save in relation to an audit carried out in accordance with clause 13.1 (Audit), 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 and is acting 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 clause, the appropriate amount will 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 shall 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 (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 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

[Where SaaS]

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

Unit4 shall:

- 5.2.1. make the Unit4 SaaS available to the Customer pursuant to the Agreement for the Term with first access (to an environment to allow any Project to commence) being provided to the Customer as soon as reasonably practicable after the Billing Start Date;
- 5.2.2. shall make the Unit4 SaaS available in accordance with the applicable SLA, Service Description, applicable Policy Documentation and Applicable Law; and
- 5.2.3. provide Unit4 Customer Support from the date the Unit4 SaaS is made available in accordance with clause 5.2.1.

Unit4 will retain sole control over the computing platform configuration, technical system requirements, Updates (as defined in the Unit4 Support Terms) and the timing thereof.

[OR Where On Premises or Third Party Hosting]

On the purchase of a Software 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 Licence is subject always to the Customer's compliance with the terms of the Agreement.

On the purchase of a Software Subscription, 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 and any subsequent renewed 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.

Unit4 shall make the Product available to the Customer (for example by way of electronic download and release of appropriate licence keys) with the applicable Unit4 Customer Support as soon as reasonably possible following the Effective Date.

Subject to the following clause, 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.

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).

5.3. Use of Unit4's Products and Services

The Unit4 Product (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 will 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 (including any Unit4 Documentation) in order for the stated business purpose or requirement of the Customer, in using the Unit4 Product, to be fulfilled.

Save as set out in clauses 5.3.1 to 5.3.4 above, the Unit4 Product (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 shall:

- 5.4.1. secure and protect the proprietary rights in the Unit4 Product or Unit4 Documentation and any copies which are made of it;
- 5.4.2. ensure that no copies of the Unit4 Product in any form are 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 or Unit4 Documentation 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. use robots or robotic process automation without Unit4's prior consent; and
- 5.4.4.11. 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 shall ensure one copy of the source code that comprises or underpins the Unit4 Product is, where reasonably practicable, 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 (as defined in the Unit4 Support Terms). The Customer is 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.

5.6. Additional and Supplemental Services

Where Unit4 has agreed to provide additional or supplemental Services which are contracted and billed on an annual basis (whether or not subject to a Minimum Term), such as Managed Application Services, People Platform Services or enhanced or improved support, these Services will be provided in accordance with the relevant Service Description.

[Where SaaS]

5.7. Unit4 Right to Suspend for Non-compliance

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 SaaS 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 shall promptly contact Customer to provide an explanation and coordinate an appropriate resolution.

5.8. Notice and Takedown

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 is, at all times, 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 shall remove Customer Data immediately on the first written request of Unit4. If Customer fails to do so, Unit4 is entitled to remove the Customer Data or prevent access to Customer Data at its discretion. In the event of the infringement or imminent infringement of this clause 5.8, Unit4 is entitled to refuse Customer access to Unit4's systems and the Unit4 SaaS 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.

5.9. Integration with Non-Unit4 Applications

The Unit4 SaaS 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 SaaS features on reasonable terms (e.g. uses old integration methods or inadequate security protocols), Unit4 may cease providing such Unit4 SaaS 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 SaaS available for interoperation with such Non-Unit4 Application features, Unit4 may cease providing such corresponding Unit4 SaaS features without entitling Customer to any refund, credit, or other compensation.

5.10. Changes to the Unit4 SaaS Platform

Unit4 reserves the right to change the third party provider of the Unit4 SaaS 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 SaaS platform provider shall be (in form and content) consistent in all material respects with the previous offering.

6. PROFESSIONAL SERVICES

6.1. Availability

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 are 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.

6.2. Working Time

Unless otherwise stated, all Unit4 Professional Services are provided on a time and materials basis on Business Days. A Unit4 Professional Services working day consists of the number of hours set out in Unit4's Working 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.

6.3. Location

The Customer shall 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 will be the daily rate applicable to the Customer calculated pro rata plus any associated costs.

6.4. Expenses

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

6.5. Cancellation at short notice

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 shall use all reasonable endeavours to redeploy the affected staff and will only charge this fee where it is unable to redeploy staff on other chargeable work.

6.6. Standard Industry Implementation

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.

6.7. Project IPR

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, are 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.

6.8. User Acceptance Tests for Projects

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

6.9. Change Control

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 may be agreed between the Parties in accordance with the change control process (if any) agreed prior to the initiation of any Project.

6.10. Sub-contracting

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

6.11. Delivery estimates and Time of delivery

Unless otherwise agreed in a Statement of Work, 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 is not liable for any failure to deliver a Project or any agreed deliverables by any specified dates whether agreed before or following any Project initiation.

6.12. Statements of Work

Where the Parties agree a Statement of Work (or SOW) it will set out: (i) the tasks and deliverables of both Unit4 and the Customer in relation to a particular Project (ii) the charges payable by the Customer to Unit4 for completion of the scope of work comprising the Unit4 tasks and deliverables; and (iii) any assumptions and qualifications made by Unit4 in reaching and agreeing those charges. If changes to the scope of work are required, or changes to the assumptions occur, or any other variations to the SOW are required, the Parties shall agree (in good faith) the required amendments to the SOW. Where a change process is set out in the SOW to manage variations, the Parties will follow such process. However, if the Parties are unable to agree the necessary changes to the SOW directly or through change management, Unit4 is entitled to cease work on the Project and to charge Customer for and recover any costs or expenses incurred up to that date, including those costs and expenses, which are in excess of any charges set out in the SOW.

7. CUSTOMER RESPONSIBILITIES (GENERAL)

7.1. Customer Responsibilities

Unless otherwise stated:

- 7.1.1. 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;
- 7.1.2. the Customer shall ensure that to the extent reasonably necessary any Users of the Unit4 Product have received adequate training and that the Users involved in the implementation and operation of the Unit4 Product undertake sufficient training to carry out that role in line with Good Industry Practice and in accordance with any Unit4 Documentation and reasonable advice given by Unit4 (or its partners, agents or sub-contractors as applicable);
- 7.1.3. 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 (ii) Professional Services relating to implementation of any new Releases (as defined in the Unit4 Support Terms);
- 7.1.4. any transfer of data by the Customer into the database used by the Unit4 Product must be carried out using the standard interfacing tools supplied with the Unit4 Product. 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 will be charged to the Customer at Unit4's Prevailing Rates;
- 7.1.5. the Customer is responsible for connectivity to its network and the Internet including the agreed mechanism for any remote support access;
- 7.1.6. the Customer is responsible for the accuracy of the inputs to and the outputs from the Unit4 Product 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;

- 7.1.7. 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;

[Where SaaS]

- 7.1.8. the Customer shall: (i) be responsible for procuring and maintaining client-side equipment, software and services required to remotely access and use the Unit4 SaaS, including network connectivity; (ii) be responsible for the functional operation and administration of the application that is provided as part of the Unit4 SaaS; and (iii) use the Unit4 SaaS only in accordance with the Agreement, Policy Documentation (including the AUP and Fair Usage Policy) and Applicable Law;
- 7.1.9. comply with its responsibilities and obligations in any applicable Unit4 Policy Documentation and under Applicable Law; and
- 7.1.10. the Customer is responsible for ensuring that the necessary equipment and software for the efficient operation of the Unit4 Product is procured and ready for the commencement of Professional Services on a date mutually agreed in advance between the Parties.

7.2. 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 is not deemed 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.

8. CUSTOMER DATA, PRIVACY AND DATA PROTECTION

8.1. 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 shall submit the Customer Data in a format approved by Unit4 as compatible for use with the applicable Unit4 Product. 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 shall use all reasonable efforts to update its Customer Data (used in conjunction with the Unit4 Product) in a timely manner to correct typographical errors, truncation of data, out-of-date information and other inaccuracies.

8.2. Statistical Data Use

Unit4 will own all Statistical Data and nothing in the Agreement will prevent or limit Unit4 in using or commoditising the Statistical Data, provided that the use of Statistical Data will not: (i) reveal any Personal Data to third parties; (ii) breach confidentiality undertakings or Applicable Law.

8.3. Privacy and Data Protection

Each Party shall comply with their respective obligations set out in Unit4's Privacy Policy and the Unit4 Data Processing Terms.

[Where SaaS]

8.4. Return of Customer Data on Termination

On termination of the Agreement and at the Customer's request, Unit4 shall 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.

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 (as defined in the Unit4 Support Terms) with a request for a return of Customer Data on termination of the Agreement. Otherwise, Customer is deemed to have requested destruction of the Customer Data and Unit4 will thereafter, unless legally prohibited, delete and/or destroy all Customer Data in its systems or otherwise in its possession or under its control.

Customer may request a file containing the last back-up of Customer Data (taken by Unit4) in its native database format along with attachments in their native format at any time during the Term. Customer must provide 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 such a copy of its Customer Data.

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.

[OR Where On Premises]

8.4 On Premises Data Provisions

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 shall 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 shall procure such assistance for Unit4 at no additional charge to Unit4.

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 the previous clause, 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.

On any termination of the Agreement by Unit4, the Customer shall 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 is 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.

9. WARRANTIES AND DISCLAIMER

9.1. General Warranties

Each Party warrants that:

- 9.1.1. it has full capacity and authority and all necessary consents to enter into and to perform the Agreement;
- 9.1.2. that the Agreement is executed by a duly authorised representative of each Party; and
- 9.1.3. it has validly entered into this Agreement and has the legal power to do.

9.2. Product Functional Warranty

Unit4 warrants that the Unit4 Product shall 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, Specification and by Unit4 in the Order Form meet its requirements. Unit4 and its software partners (as appropriate) are not liable for any failure of the Unit4 Product to provide any facility or function not specified in the relevant Unit4 Documentation, Specification 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:

- 9.2.1. 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 will be at the cost and expense of the Customer);

[Where On Premises]

- 9.2.2. where the Customer has failed to install a new Release, Update or apply a Hot Fix (each as defined in the Unit4 Support Terms) 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;
- 9.2.3. any combination of the Unit4 Product with any software or materials not supplied or approved by Unit4 or its approved software partners; or

- 9.2.4. use of the Unit4 Product in a manner for which it was not intended or other than as permitted under the Agreement.

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

In the event of the Unit4 Product failing to perform in accordance with any of the above warranties, Unit4 has 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.

9.3. Services Warranty

Unit4 warrants that the Unit4 Services shall:

- 9.3.1. be of a good professional standard;
- 9.3.2. conform to Good Industry Practice; and
- 9.3.3. 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 shall 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:

- 9.3.4. 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 will be at the cost and expense of the Customer);

[Where On Premises]

- 9.3.5. where the Customer has failed to install a new Release, Update or apply a Hot Fix (each as defined in the Unit4 Support Terms) 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;
- 9.3.6. any combination of the Unit4 Product with any software or materials not supplied or approved by Unit4 or its approved software partners;
- 9.3.7. use of the Unit4 Product in a manner for which it was not intended or other than as permitted under the Agreement; or
- 9.3.8. incorrect instructions or information from the Customer or the Customer's failure to provide information or documentation.

9.4. 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.

9.5. Customer Responsibility for its Affiliates and Users

The Customer shall 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. 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.

10. MUTUAL INDEMNIFICATION

10.1. 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 directly infringes any 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 will 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: (i) infringement claims arising from the combination of any Unit4 Product with any of the Customer's products, services, hardware, data or business processes or use of Unit4 Product by the Customer other than in accordance with the Agreement; and (ii) for any amendment or modification to the Unit4 Product (including any Customisations) not carried out by Unit4 or one of its approved software partners.

If the Unit4 Product is held or likely to be held infringing, Unit4 has the option, at its expense to (i) replace or modify the Unit4 Product as appropriate, (ii) obtain a license for the Customer to continue using the Unit4 Product, (iii) replace the Unit4 Product with a functionally equivalent service; or (iv) terminate the applicable Unit4 Product and refund any prepaid fees applicable to the unusable portion of the applicable Unit4 Product following the effective date of termination.

10.2. Indemnification by the Customer

The Customer shall 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:

- 10.2.1. 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;
- 10.2.2. breach of any of Unit4's IPRs;
- 10.2.3. 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.

10.3. 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 10.1 and 10.2 respectively.

11. LIMITATION OF LIABILITY

11.1. Non-excluded Liability

Nothing in this Agreement, particularly in this clause 11, limits or excludes either Party's liability:

- 11.1.1. for fraud and fraudulent misrepresentation;
- 11.1.2. for death or personal injury attributable to negligence;
- 11.1.3. to the extent that such limitation or exclusion is not permitted by Applicable Law;
- 11.1.4. for payment of undisputed and properly due fees; and
- 11.1.5. for the Parties respective liabilities under clause 10 of these General Terms of Business and the mutual indemnity under paragraph 10 of the Data Processing Terms (if applicable).

11.2. Exclusion of Indirect, consequential and other Damages

Subject to clause 11.1, neither Party is liable to the other Party for any: indirect, special, incidental or consequential loss or damage; cover or punitive damages; damage to goodwill; loss or spoiling of data (excluding a Data Breach); and/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. Subject to clause 11.1, Unit4 is not liable to the Customer for any lost profits or revenues of the Customer 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.

11.3. Limitation of Liability

Subject to and save as set out in clauses 11.1 and 11.2 (above), the total aggregate liability of Unit4 under the Agreement, whether in contract or tort or under any other form of liability, is limited to (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**.

12. TERM AND TERMINATION

12.1. Term of Agreement

The Agreement commences on the Effective Date and continues until terminated by either Party in accordance with its terms.

12.2. Termination for Cause

A Party may terminate the Agreement for cause (i) upon at least 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. Further, Unit4 may terminate the Agreement immediately on written notice, if Customer is in material breach of the terms of the AUP, clause 5 or clause 10.2 whether or not the breach is capable of remedy.

12.3. Effect of Termination

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

12.4. 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 will remain in full force and effect for such period as necessary.

12.5. Payment for termination within Minimum Term

Upon any termination for cause by Unit4, Customer shall pay any unpaid fees covering the remainder of the unexpired Term of all Order Forms after the effective date of termination, which the Parties agree constitutes a liquidated damages payment. In no event will any termination relieve Customer of the obligation to pay any fees payable to Unit4 for the period prior to the effective date of termination. This remedy is without prejudice to any other rights or remedies Unit4 may have under the Agreement.

13. GENERAL PROVISIONS

13.1. Audit

Upon reasonable notice and no more than once a year, Unit4 (or a third-party auditor instructed on Unit4's behalf) may conduct an audit (either remotely or on the Customer's business premises) of the Customer's Use of any Unit4 Products or Services. Use can be actual usage or creation by Customer of a right to Use, including the setting up of any User roles within the Unit4 Product. The costs of any third party auditor will be at Unit4's expense. The Customer shall give immediate, full and complete cooperation and provide all requested data and information to verify compliance with the terms of the Agreement. Customer shall respond to any request for information as soon as possible, but no later than ten (10) Business Days following such request. If the output of any audit reveals Use which exceeds the quantity of the Volume Metric purchased in an Order Form, the Customer shall reimburse Unit4 for any underpayments that result from non-compliance (including unpaid fees) for the entire period of non-compliance. The pricing for such payments will be based on Unit4's Prevailing Rates (i.e. current price list at the point the audit is carried out) and Unit4 will have the right to issue an invoice within fourteen (14) days of providing the underpayment costs (unless the Parties agree to extend these deadlines). If underpaid License fees discovered exceed five (5) percent of the total cost / value of any Unit4 Product paid by the Customer in a relevant Order Form, Customer shall also reimburse Unit4 for the costs of conducting the audit. The provisions of clauses 3.8 and 13.14 (Dispute Resolution) do not apply to the resolution of audit and underpayment matters.

13.2. Suggestions

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

13.3. 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 shall 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.

13.4. 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 shall use reasonable efforts to promptly notify the other Party.

13.5. Anti-Modern Slavery and Anti-Human Trafficking

Both Parties comply with all Applicable Law relating to both modern slavery and human trafficking. Each Party 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. In relation to Unit4, more information can be found in Unit4's Slavery and Human Trafficking Statement.

13.6. Agreed Disclosure

Unit4 reserves the right, following the Effective Date, to use the Customer's name and logo to represent the fact that the Customer is a customer of Unit4 both internally and externally (including on Unit4's website or using social media). Further, Customer agrees to allow Unit4 to (i) make a press release and provide sufficient co-operation, such that Unit4 may publish the same within 3 months of the date of the Agreement; and/or (ii) use the Customer's experience to produce a reference case and provide sufficient co-operation such that Unit4 may produce such reference case within three months of the Project go-live date. Customer cannot unreasonably withhold its consent to providing a press release and/or reference, but the wording of each will be drafted by Unit4 and mutually agreed with the Customer in advance of use.

13.7. 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.

13.8. 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 13.18 without the consent of the Third Party Provider.

13.9. Notices

Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing and will 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.

13.10. Waiver

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

13.11. Severability

If any provision (or part 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) will 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 will remain in effect.

13.12. Force Majeure

Neither Party is liable for any delay in performing its obligations if the delay is caused by Force Majeure. The Parties are not under an obligation to fulfil any obligation if fulfilment is impossible because of Force Majeure. The term Force Majeure includes 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 defect in 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 will have the right to terminate an Order Form by giving notice to the other in accordance with clause 13.9 (Notices). 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 are payable by the Customer.

13.13. 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 clause is, 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 by Customer (only), 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 will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

13.14. Dispute Resolution

Save in relation to an audit carried out in accordance with clause 13.1 (Audit), 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 either Party is entitled to pursue its legal rights.

13.15. Non-Solicitation

During the term of the Agreement and for 6 months after its expiration or termination, both Parties undertake that they shall not, without the prior written consent of the other Party (whether by the relevant Party, its employees, agents, third parties or otherwise howsoever) employ or solicit for employment, or solicit to provide services, as an employee, independent contractor or consultant any:

- employee;
- independent contractor; or
- consultant,

of the other Party, who has never been used previously by the first Party but was introduced to the first Party as a result of this Agreement, and with whom the first Party has had contact under this Agreement in the previous 12-month period.

Each Party acknowledges that a breach by it of the provisions of this clause requires the expenditure of time and expense by the other Party in replacing any such employee for which the other is entitled to recover as liquidated damages an amount equal to 50% of the gross annual salary or annual fee(s) of the individual concerned as at the time of the breach. This provision is without prejudice to the other Party's right to seek injunctive relief.

13.16. Governing Law

The Agreement is 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, arising out of or related hereto, are subject to the exclusive jurisdiction of the courts of the same jurisdiction.

13.17. 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.

13.18. Variation

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

13.19. Counterparts

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

13.20. 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) will take effect as delivery of the relevant document.

[Where Third Party Products – include these terms]

14. THIRD PARTY PRODUCTS AND SERVICES

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:

- 14.1. 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 SaaS (as applicable) replaced with Third Party Services; (iii) Unit4 Documentation replaced with Third Party Documentation and (iv) all applicable 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 remain references to Unit4 and any other references are 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 remains 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
- 14.2. on Third Party Terms (which for the avoidance of doubt forms the Agreement between the Parties). Unit4 is entitled to receive payment in accordance with the payment terms. Customer shall 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 remains 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.

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.

Where Unit4 resells a Third Party Product or Service, save as otherwise set out in an Order Form, Unit4 is permitted to pass on any increase in fees levied against Unit4 by that Third Party Provider to the Customer.

DATA PROCESSING TERMS (AUS)

1. SUBJECT OF THESE DATA PROCESSING TERMS

1.1 Unit4 will Process the Personal Data for the Customer (and the Customer consents to the same) in accordance with Applicable Law and these Data Processing Terms, including any schedules.

1.2 For the purposes of these Data Processing Terms, the Data Protection Legislation includes the the Privacy Act 1988 (Cth) (including the Australian Privacy Principles) (**Privacy Act**) as varied and amended from time to time.

2. HANDLING AND PROTECTION OF PERSONAL DATA

Compliance with Data Protection Legislation

2.1 Both parties shall comply with all its obligations under the Data Protection Legislation.

Process, Use and Disclosure

2.2 Unit4 shall only process, use or disclose Personal Data:

- strictly for the purposes of fulfilling its obligations and providing the services required under the Agreement;
- with the Customer's prior written consent; or
- when required by Applicable Law or an order of court, but shall notify the Controller as soon as practicable before complying with such Applicable Law or order of court at its own costs.

Transfer of personal data outside Australia

2.3 The Processing of Personal Data takes place in the country/place or countries/places set out in in the Agreement and the Customer hereby gives its explicit consent to such Processing.

2.4 Save as consented to in the previous sentence, Unit4 shall not transfer Personal Data to a place outside Australia without the Customer's further prior written consent, unless required or authorised to do so by an Applicable Law or court order.

2.5 Personal Data transferred outside Australia will be protected at a standard that is comparable to that under the Data Protection Legislation. If Unit4 transfers Personal Data to any third party overseas, Unit4 shall ensure any Processing by that third party takes place on comparable terms to these Data Processing Terms.

Security Measures

2.6 Unit4 shall protect Personal Data in Unit4's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Personal Data, or other similar risks. Details of such "reasonable security arrangements" can be provided on request.

2.7 Unit4 shall only permit its authorised personnel to access the Personal Data.

Access to Personal Data

2.8 Unit4 shall provide the Customer with access to the Personal Data that Unit4 has in its possession or control, as soon as practicable upon the Customer's written request.

2.9 In the event that a Data Subject contacts Unit4 to request access to Personal Data that Unit4 has in its possession or control (including for the purposes of correcting that information), Unit4 will refer that request to the Customer.

Accuracy and Correction of Personal Data

2.10 Where the Customer provides Personal Data to Unit4 or inputs Personal Data into Customer applications, the Customer shall ensure that the Personal Data is accurate, complete, up to date, not corrupted and virus free before providing or inputting the same. Save where the Customer may correct errors itself, Unit4 shall take steps to correct any errors in the Personal Data, as soon as practicable upon the Customer's written request.

Retention of Personal Data

2.11 Unless required by or under an Applicable Law or court/tribunal order, Unit4 shall not retain Personal Data (or any documents or records containing Personal Data, electronic or otherwise) for any period longer than is necessary to serve the purposes of this Agreement.

2.12 Provided that any request by the Customer does not impede Unit4's ability to fulfil any contractual obligations to the Customer, and subject to section 2.11, Unit4 shall, upon the request of the Customer, take reasonable steps to:

- return to the Customer, all Personal Data;
- de-identify the Personal Data; or
- delete all Personal Data in its possession,

and, after returning, de-identifying or deleting all Personal Data, provide the Customer with written confirmation that it no longer possesses any Personal Data. Where applicable, Unit4 shall also instruct all third parties to whom it has disclosed Personal Data for the purposes of this Agreement to return to Unit4, de-identify or delete, such Personal Data.

Notification of Data Breaches

2.13 In the event of any Data Breach, Unit4 will:

- notify the Customer without undue delay after becoming aware of the Data Breach;
- investigate the Data Breach and determine whether the Data Breach is likely to result in serious harm to any of the Data Subjects to whom the Personal Data relates; and
- promptly notify the Customer of the outcomes of that investigation.

2.14 If the Data Breach is an eligible data breach (as that term is defined in the Privacy Act), the Customer acknowledges and agrees that it will notify the Australian Information Commissioner and affected Data Subjects in accordance with the Privacy Act.

Responsibilities of the Customer

2.15 The Customer is responsible for the lawful Processing of the Personal Data and compliance with the Data Protection Legislation including, but not limited to, the protection of the rights of the Data Subjects.

2.16 The Customer shall be solely responsible for determining the purposes for which and the way in which the Personal Data is to be Processed.

2.17 The Customer is responsible for informing the Data Subjects and guaranteeing the rights that the Data Subjects can exercise based on the Data Protection Legislation and other applicable privacy laws and regulations and for communication with the Data Subjects.

2.18 The Customer warrants that the collected Personal Data is adequate, relevant and not excessive in relation to the purposes for which the Personal Data is transferred and (further) Processed.

2.19 The Customer shall inform Unit4 if errors or irregularities occur concerning the Processing.

2.20 The Customer shall make available all information that Unit4 may need for the Processing, in a timely fashion.

2.21 The Customer shall be responsible and liable (as between the parties themselves and to the Data Subjects and the Data Protection Authority) for:

- ensuring Data Subjects have given the appropriate consent to the Processing of any Personal Data by Unit4; and
- any claims or complaints resulting from Unit4's actions to the extent that such actions result from instructions received from the Customer.

Additional definitions

2.22 In these Data Processing Terms:

- **Data Subject** means a natural person; and
- **Personal Data** means information or an opinion about an identified Data Subject, or a Data Subject who is reasonably identifiable, whether the information is true or not and whether the information or opinion is recorded in a material form or not, that is provided by Customer or any of its Affiliates or Personnel to Unit4.

2.23 The meanings given in the following section ('Definitions') does not apply for the purpose of these Data Processing Terms.

DEFINITIONS

In the Agreement, the following words and phrases have the following meanings:

Acceptable Use Policy (or AUP)	Unit4's policy in relation to acceptable use of Unit4 SaaS available here: www.unit4.com/terms .	Disclosing Party	in relation to the disclosure and receipt of Confidential Information, the Party and/or its respective Affiliates disclosing the Confidential Information.
Account	a unique account established for each individual User to access the Unit4 Product.	Effective Date	unless otherwise agreed, the date that the last Party signs an Order Form being the date that the Agreement takes effect.
Affiliate	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.	Escrow Policy	details of Unit4's escrow providers for each Product available here: www.unit4.com/terms .
Agreement	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 set out in an Order Form.	Expenses	Unit4's reasonably incurred expenses for accommodation, subsistence and travel for supplying Professional Services at any premises other than Unit4's.
Applicable Law	all laws, statutes and regulations in force from time to time applicable to the Parties.	Fair Usage Policy	Unit4's policy on Customer's fair Use of the Unit4 SaaS and FTE employee calculation available here www.unit4.com/terms .
Bespoke Development	a commissioned project or package of activities (agreed between the Parties in an Order Form) to amend or supplement code of the Unit4 Product.	Force Majeure	circumstances beyond a Party's reasonable control, whether or not foreseeable, where such Party can demonstrate it has suffered a significant and unavoidable interruption or delay including war, terrorism, epidemic, 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.
Billing Start Date	the day specified in the Order Form on which any annually subscribed Products or Services become due and payable.	Good Industry Practice	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;
Business Days	Monday to Friday, excluding public holidays in the Territory.	Installation Address	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.
Business Hours	9.00 a.m. to 5.00 p.m. on any Business Day.	Integration Development	activities (usually delivered as Professional Services) involving the development of capability that is intended to create an interface between the Unit4 Product and a third party system or solution.
Confidential Information	all confidential information (including Personal Data) 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.	Intellectual Property Rights or "IPRs"	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.
Configuration	any solution setup that is accomplished by changing standard menus and functionality within the application itself. For the avoidance of doubt, Configuration excludes Customisation and Bespoke Development.	Managed Application Services	delivery of Unit4 Professional Services on an annual or monthly charging basis to assist Customers in the application management of a specific Unit4 Product.
Customer	the customer Party whose details are set out in an Order Form.	Minimum Term	in relation to the purchase of a Unit4 Product or other Services subject to a Minimum Term, the minimum term set out in the Order Form for which the Customer commits to the purchase of the applicable Product or Service and runs from the Billing Start Date. In the absence of any agreement to the contrary in the Order Form, the default "Minimum Term" shall be three (3) years (or 36 months).
Customer Data	all data or information submitted by Customer (whether directly or indirectly to Unit4.	Modern Slavery and Human Trafficking Statement	The Unit4 Anti-Modern Slavery and Anti-Human Trafficking Statement available here: www.unit4.com/terms .
Customisation	activities (usually delivered as Professional Services) to amend or supplement code of the Unit4 Product that is not sufficiently extensive to be classified as Bespoke Development (Customisation includes for example Custom Reports and Integration Development).	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).
Custom Reports	activities (usually delivered as Professional Services) to amend or supplement code of the Unit4 Product for the development of reports that are not included in the standard Unit4 Product.	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.
Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of Personal Data or access to Personal Data transmitted, stored or otherwise Processed.	Party	each of the Parties to the Agreement and the term "Parties" shall be construed accordingly (as referring to both of them).
Data Processing Information	the information sheets published on www.unit4.com/terms setting out how Unit4 Processes Personal Data.	Personal Data	any information relating to a Data Subject and that is provided by Customer or any of its Affiliates or Personnel.
Data Protection Authority	a relevant authority or other body appointed under Data Protection Legislation to monitor and enforce the same.	Personnel	any persons employed by Unit4 or the Customer (as appropriate).
Data Protection Legislation	all applicable law relating to the processing of personal data, in particular the General Data Protection Regulation (EU) 2016/679 ("GDPR"); and (ii) to the extent it relates to the processing of personal data any applicable law which amends, supersedes or replaces existing law.	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
Data Protection Officer or DPO	the professional, knowledgeable person who advises on and monitors compliance with the Data Protection Legislation and privacy policy within an organization.		
Data Subject	a natural person, directly or indirectly identified or identifiable by reference to an identifier such as his name, an identification number location data, an online identifier or one or more elements specific to his physical, physiological, mental, economic, cultural or social identity.		

	from time to time and made available here: www.unit4.com/terms .	Third Party Products	any Third Party Provider proprietary software products that are either: (i) delivered to the Customer under a direct licence from Unit4; or (ii) directly licenced to the Customer from the applicable Third Party Provider.
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.	Third Party Provider	a provider of Third Party Product and/or Third Party Services.
Privacy Policy	the Unit4 Privacy Policy available here: www.unit4.com/terms .	Third Party Services	any Third Party Provider cloud services, support services, consulting services or other services provided by a Third Party either: (i) subject to the terms of the Agreement; or (ii) subject to a direct agreement between the Customer and the applicable Third Party.
Process / Processing	any operation or set of operations that is performed with Personal Data, whether or not by automatic means, such as but not limited to collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.	Third Party Terms	any specific third party terms and conditions that are incorporated into the Order Form and which apply to the delivery of any Third Party Products or Third Party Services.
Products	(as applicable) any Unit4 Products and/or Third Party Products.	Unit4	the Unit4 contracting entity that is Party to the Order Form.
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.	Unit4 Account Representative Function	the Unit4 Personnel that is/are designated responsible for the overall conduct of the relationship with the Customer.
Project	a defined piece of work comprising Professional Services usually to implement or upgrade a Unit4 Product.	Unit4 Community	Unit4's on-line community platform where Unit4 customers may find information, access on-line resources, interact with each other, ask questions and the method by which Customer can submit and monitor requests for Unit4 Customer Support.
Receiving Party	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.	Unit4 Customer Support	the support services provided by Unit4 in relation to any Unit4 Product in accordance with the Unit4 Support Terms and as purchased by Customer in an Order Form.
Reference Index	the Consumer Prices Index (as published by a recognized authority i.e. Government, National statistics office or Central Bank) in the Territory.	Unit4 Data Processing Terms	the terms relating to the Processing of Personal data included in the Agreement.
Renewal Date	any anniversary of the Billing Start Date.	Unit4 Documentation	the online data sheets and documentation for the Unit4 Product and/or Unit4 Services, as updated from time to time.
Sensitive Personal Data	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.	Unit4 General Terms of Business	the terms applicable to the sale of Unit4's Products and Services (as attached or appended to an Order Form);
Services	(as applicable) any Unit4 Services and/or Third Party Services.	Unit4 Product	any Unit4 software solution purchased by the Customer in an Order Form and "Unit4 Products" shall be construed accordingly.
Service Description	the applicable Service Description describing the delivery of the cloud service in relation to a Product available here: www.unit4.com/terms .	Unit4 Professional Services	any Professional Services provided by (or on behalf of) Unit4 to the Customer under the Agreement.
Service Level Agreement (or SLA)	the SLA (as applicable), being the KPIs applicable to the Products available here: www.unit4.com/terms .	Unit4 SaaS	Unit4's software as a service as made available to the Customer.
Software Licence	a long term licence to Use the Unit4 Product set out in an Order Form.	Unit4 Services	any services provided by Unit4 ancillary to the Unit4 Product including (but not limited to) Unit4 Customer Support and Unit4 Professional Services.
Software Subscription	an annual subscription licence to Use the Unit4 Product as set out in an Order Form.	Unit4 Service Terms	the terms of service and Service Descriptions for Unit4 Products and Services available here: www.unit4.com/terms .
Solution Description	where available and published on www.unit4.com/terms the solution description setting out a description of the functionality of the specific Unit4 Product or (alternatively) functional sheets or specifications / solution descriptions provided by Unit4 from time to time.	Unit4 Software	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 or hosted by another party).
Specification	the Solution Description for the applicable Unit4 Product 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.	Unit4 Support Terms	the applicable terms and service descriptions applicable to Unit4 Customer Support available here: www.unit4.com/terms .
Statement of Work	a document that is agreed between the Parties relating to the delivery of Professional Services which sets out (i) the tasks and deliverables of both Unit4 and the Customer in relation to a particular Project (ii) the charges payable by the Customer to Unit4 for completion of the scope of work comprising the Unit4 tasks and deliverables; and (iii) any assumptions and qualifications made by Unit4 in reaching and agreeing those charges.	Usage Limit	the limit on usage by the Customer of the relevant Product or Service. This may include limits and/or restrictions on (inter alia) allocated cloud storage, API calls, concurrency and Transactions (each as set out in the applicable Service Descriptions or Fair Usage Policy).
Statistical Data	the aggregated and statistical data (or any analysis thereof) derived from the provision of the Unit4 Product, including, without limitation, the number of records stored, the number and types of transactions, configurations and reports processed in the Unit4 Product.	Use	any and all use of and/or access to the Unit4 Product or Service whether such use or access is direct or indirect, and of whatever nature including, but not limited to, multiplexing, pooling or through any API connection access.
Taxes	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.	User	all users (of whatever nature) permitted access to or Use of the Unit4 Product.
Term	the term of the Agreement.	User Acceptance Tests	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 Service will deliver the functionality set out in the Specification in all material respects.
Territory	where Unit4 has its registered office address.	Volume Metric	a specific volume metric or unit of measure (e.g. FTE employee, student or type of user), FTE employees being calculated in accordance with the Fair Usage Policy;
Third Party Documentation	the online data sheets and documentation for the Third Party Products and/or Third Party Services, as updated from time to time.	Working Day Policy	Unit4's policy in relation to the amount of hours per Territory for a Unit4 Professional Services working day available here: www.unit4.com/terms .