

**1. FORMATION AND APPLICABLE TERMS**

**1.1. Applicable Terms**

The Agreement between Customer and Unit4 is governed by the following (in descending order of priority):

- 1.1.1. the Sales Order;
- 1.1.2. the Unit4 General Terms of Business (this document);
- 1.1.3. the relevant Service Terms and Product Specifications;
- 1.1.4. the Statement of Work (if applicable); and
- 1.1.5. the Policies.

**1.2. Definitions**

In the Agreement, capitalised words and phrases have the meanings given to them in the Definitions section of each document.

**2. EFFECTIVE DATE AND TERM**

**2.1. Effective Date and Duration**

The Agreement will commence on the Effective Date. The Agreement will continue until all Services have either expired or been terminated in accordance with Clause 10.

**2.2. Renewal and expiry**

Where the Service is subject to a Minimum Term of at least 3 years, it will continue for the duration of that term and will then automatically renew for successive recurring terms of not less than 3 (three) years. Where the Service is an annual subscription, it will automatically renew every year for an additional recurring term of one (1) year.

**2.3. Default Minimum Term**

Unless otherwise specified in the Sales Order, Service Terms or Product Specification a Minimum Term of 3 (three) years will apply to the provision of any subscribed Service, commencing on the Billing Start Date.

**3. GENERAL OBLIGATIONS**

**3.1. Provision of Services**

Unit4 shall provide the Services, in all material respects, as set out in the applicable Service Terms and Product Specifications and shall perform the Services with reasonable care and skill.

Unit4 shall comply with Law in providing the Service and will not be obliged to provide any Service where it would be in breach of Law.

**3.2. Co-operation**

Customer shall co-operate promptly with Unit4 and its Personnel in order to assist Unit4 to fulfil its obligations and exercise its rights under the Agreement, including:

- 3.2.1. procuring that all (if any) relevant Customer Material is accurate in all material respects and (i) is delivered to Unit4 promptly upon Unit4's reasonable request, within sufficient time to enable Unit4 to provide the relevant Service and (ii) is provided in a format approved by Unit4 and compatible for use with the applicable Service;
- 3.2.2. providing Unit4 and its Personnel with all necessary access (including to premises, systems, data, databases, and passwords) to enable Unit4 to provide the relevant Service; and
- 3.2.3. obtaining and maintaining all necessary licences and consents and compliance with Law in connection with the Agreement.

**3.3. Use of Services**

Customer shall only use the Services in accordance with Law and the Agreement (save as otherwise permitted in writing by Unit4). Services may be Used by Affiliates of Customer. The terms of the Agreement will apply to Customer's Affiliates as if they were a signatory to it and Customer shall be responsible for Affiliates' use of the Services. Any rights of Affiliates to use or access the Service will terminate automatically on ceasing to be an Affiliate.

**4. CHARGES AND PAYMENT**

**4.1. Charges**

The Charges applicable to the Services will be as specified in the Sales Order, or (failing that) will be calculated in accordance with the applicable Prevailing Rates. Prevailing Rates will be applied automatically without notice at the expiry of the initial Minimum Term.

**4.2. Timing for Payment of Charges**

Unless otherwise stated, Charges for (i) Services provided on a subscription basis are payable annually in advance commencing on the Billing Start Date; (ii) Services provided on a time and materials basis are payable monthly in arrears; and (iii) Charges for fixed price services are payable as set out in the relevant Sales Order or Statement of Work. Any other Charges are payable within 30 days of the invoice date.

**4.3. Indexation Based Increases**

Unit4 may increase the Charges applicable to Services annually (to include all items listed in a Sales Order) by the Indexation Rate and apply such increases automatically without Notice to Customer. No Unit4 Charges will be varied during the first year following the Billing Start Date.

**4.4. Invoice Procedures**

Invoices may be validly issued where produced and sent electronically irrespective of whether any Customer purchase order has been issued.

**4.5. Standard Payment Terms**

Any Charges will be paid in full and cleared funds by the Due Date and without deduction, withholding or set off, except only to such extent as is required by Law.

**4.6. Late Payment**

If any Charges are not paid by the Due Date, Unit4 may, without prejudice to any other right or remedy it may have under the Agreement, take all or any of the following steps:

- 4.6.1. withhold any sum owed by Unit4 or any of its Affiliates to Customer or its Affiliates under any agreement;
- 4.6.2. invoice Customer for any discount that has been applied by Unit4 under the Agreement; and
- 4.6.3. charge interest on the unpaid sum from the Due Date at an annual rate of 12% per annum unless a lower rate is required by Law, accruing on a daily basis and being compounded quarterly until payment is made.

Unit4 will not seek to enforce this clause 4.6 where Customer has raised a valid dispute before the Due Date, is acting reasonably and in good faith and is cooperating diligently with Unit4.

**4.7. Taxes**

The Charges specified in the Sales Order for the provision of Services by Unit4 do not include value added tax and/or other sales tax, which will be payable by Customer at the rate required by Law.

**5. INTELLECTUAL PROPERTY**

**5.1. Existing IPRs**

Unit4 (or, where applicable, the Third Party Provider) will own all IPRs in and associated with any Unit4 Material. The provision of any Unit4 Material to Customer does not constitute the transfer to Customer of any of those IPRs, or (other than permitted by any express licence granted under the Agreement) the grant of any permission to use any of them. All IPRs in and associated with any Customer Material are owned exclusively by Customer. The provision of any Customer Material to Unit4 does not constitute the transfer to Unit4 of any of those IPRs, or (other than permitted by any express licence granted under the Agreement) the grant of any permission to use any of them.

**5.2. New IPRs**

Unit4 (or, where applicable, the Third Party Provider) will own any IPRs that come into existence after the Effective Date as a direct or indirect result of the creation of any Unit4 Material by Unit4 and/or its provision by Unit4 to Customer, and/or the performance by Unit4 of any other obligation under the Agreement. Customer shall promptly take any step and/or execute any document that is reasonably requested by Unit4 to give effect to this clause 5.2.

**5.3. Safeguarding of IPRs**

To safeguard the IPRs referred to in Clauses 5.1 and 5.2 Customer shall:

- 5.3.1. notify Unit4 immediately if it becomes aware of any unauthorised use of any Unit4 Material by any third party, and give Unit4 (at Unit4's reasonable expense) any assistance in connection with that use as Unit4 may reasonably request; and
- 5.3.2. not by any act or omission jeopardise the validity or enforceability of any of Unit4 IPRs.

**5.4. Licence to use Customer Material**

Customer grants to Unit4 throughout the Term a non-exclusive irrevocable, royalty-free licence to use, reproduce and otherwise exploit Customer Material for the purpose of providing the Services to Customer, exercising its rights and performing its obligations under the Agreement. Customer warrants to Unit4 that its exercise of that licence will not infringe or contravene any Law or third party rights.

**5.5. Indemnification by Unit4**

Unit4 shall defend Customer, at Unit4's expense, against any Claims made or brought against Customer by a third party alleging that the use of any Services directly infringes any IPRs of a third party. Further, Unit4 shall indemnify and hold Customer harmless against all costs (including reasonable attorneys' fees) finally awarded against 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.

Unit4 will have no indemnification obligation for: (i) Claims arising from the combination of any Services with any other products, services, hardware, data or business processes or use of Services by Customer other than in accordance with the Agreement; and (ii) for any amendment or modification to the Services not carried out by Unit4 or one of its approved partners.

If the Services are held or are likely to be held infringing, Unit4 will have the option, at its expense to (i) replace or modify the Services as appropriate, (ii) obtain a license for Customer to continue using the Services, (iii) replace the Services with a functionally equivalent service; or (iv) terminate the applicable

Services and refund any prepaid Charges applicable to the unusable portion of the applicable Services following the effective date of termination.

#### 5.6. **Exclusive Remedy**

To the fullest extent permitted by Law, clause 5.5 will constitute the sole and exclusive remedy available to Customer in relation to any Claim.

### 6. **THIRD PARTY SERVICES AND APPROVED PARTNERS**

#### 6.1. **Third Party Services**

Unit4 may from time to time offer Third Party Services alongside the Services. Third Party Services are provided on the same basis as the Services unless stated otherwise on [www.unit4.com/terms](http://www.unit4.com/terms). Customer accepts to be bound by these terms or any third party terms (as applicable) for the provision of Third Party Services. Both Unit4 and the Third Party Provider may enforce the terms of the Agreement in respect of the Third Party Services against Customer and Unit4 will be liable for any failure by the Third Party Provider to deliver the Third Party Services in accordance with the Agreement. Except as otherwise set out in a Sales Order, Customer is responsible for payment of any variations in the Charges to Third Party Services.

#### 6.2. **Approved Partners**

Where Customer engages a third party not approved by Unit4 to implement, install or otherwise provide services in connection with the Services, Unit4 may increase the recurring Charges payable by the Customer to compensate Unit4 for any additional effort required by Unit4.

### 7. **DATA, PRIVACY AND DATA PROTECTION**

#### 7.1. **Analytics**

Unit4 will be entitled to use data processed by the Services to produce Analytics. No Personal Data is used for the purposes of Analytics nor will Analytics identify Customer.

#### 7.2. **Privacy and Data Protection**

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

### 8. **CONFIDENTIALITY**

Each Party agrees not to use any Confidential Information belonging to the other Party for any purpose outside the scope of the Agreement and to limit access to Confidential Information to those of its and its Affiliates' directors, officers, employees, contractors and agents who need such access for the purpose of the Agreement. Either Party may disclose Confidential Information if it is compelled by Law to do so, provided it gives the other Party prior Notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance to contest the disclosure.

### 9. **LIMITATION OF LIABILITY**

#### 9.1. **Applicability**

Except for any specific limitations of liability contained elsewhere in the Agreement, this Clause 9 sets out the entire aggregate liability of each of the Parties in respect of any Default by it or on its behalf **AND THE ATTENTION OF CUSTOMER IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 9.**

#### 9.2. **Non-excluded Liability**

Nothing in this Agreement, particularly in this clause 9, limits or excludes either Party's liability:

- 9.2.1. for fraud or fraudulent misrepresentation;
- 9.2.2. for death or personal injury attributable to negligence;
- 9.2.3. to the extent that such limitation or exclusion is not permitted by Law;
- 9.2.4. for payment of undisputed and properly due Charges; and
- 9.2.5. Unit4's liabilities under clause 5.5.

#### 9.3. **Exclusion of Indirect, consequential and other Damages**

Subject to clause 9.2, neither Party will be 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; 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 9.2, Unit4 will not be liable to Customer for any lost profits or revenues of Customer however caused, whether in contract, tort or under any other form of liability, and whether or not advised of the possibility of such damages.

#### 9.4. **Limitation of Liability**

The entire liability of Unit4 in respect of any Default will in no event exceed an amount equal to the aggregate of the Charges paid by Customer to Unit4 under the Agreement in relation to the specific Service to which any Claim relates in the 12 months preceding the date of Default. In addition, Unit4's liability will be further limited to Losses sustained by the Customer only as a direct result of the Default.

#### 9.5. **Related Exclusions**

Unit4 will have no liability for a Default arising out of or connected with:

- 9.5.1. the use of any Unit4 Material for a purpose not specified in or otherwise contemplated by the Agreement;

- 9.5.2. the use of any Unit4 Material with any hardware, software, application or other service not approved by Unit4;

- 9.5.3. any modification to any Unit4 Material that is not made by Unit4 or a person acting on the express instructions of Unit4;

- 9.5.4. Customer's use of a Release or Version of any Service no longer supported by Unit4;

- 9.5.5. any unapproved, negligent or reckless acts or omissions of Customer, its Affiliates or its employees or agents in connection with the Agreement; or

- 9.5.6. any act or omission by any third party engaged by Customer.

#### 9.6. **Claims**

Unit4 will have no liability to Customer in respect of any Loss arising from any Default unless Customer has served Notice of its Claim for those Losses on Unit4 within 12 (twelve) months after the date on which the Claim arose.

#### 9.7. **Exclusion of Implied Terms**

Except as expressly provided in the Agreement, Unit4 excludes to the fullest extent permissible by Law all Implied Terms. Customer accepts responsibility for its selection of the Services and acknowledges that the any application provided as part of the Service is a standard commercial off the shelf application and not a bespoke or custom application prepared to meet Customer's individual requirements (even if Unit4 is aware of such requirements).

#### 9.8. **Cumulative Defaults**

If multiple Defaults occur that together result in or contribute substantially to the same Loss suffered, they will be deemed to constitute one Default for the purposes of any Claim by Customer.

#### 9.9. **Separate Limitations**

Each term of this Clause 9 is to be construed as a separate limitation or other provision and shall remain in force notwithstanding expiry or termination of the Agreement.

### 10. **TERM, TERMINATION AND SUSPENSION**

#### 10.1. **Termination for breach**

Either Party may terminate the Agreement by serving Notice of termination to the other Party if the other Party:

- 10.1.1. is in material breach of its obligations under the Agreement, and the breach is not capable of remedy; or
- 10.1.2. is in material breach of its obligations under the Agreement that is capable of remedy and has not remedied it within 30 (thirty) days after it has received Notice of such breach.

#### 10.2. **Breaches that are capable of remedy**

A breach by either Party of any of its obligations under the Agreement will be considered capable of remedy if that Party can perform the obligation in all respects other than as to time of performance.

#### 10.3. **Termination for an Insolvency Event**

Either Party may terminate the Agreement by serving Notice on the other Party if the other Party: (i) becomes the subject of insolvency proceedings or any other proceeding relating, or analogous, to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (ii) goes into administration or an analogous arrangement; or (iii) becomes unable to pay its debts as they fall due.

#### 10.4. **Termination on Notice at a renewal date**

Either Party may terminate the Agreement by giving at least sixty (60) calendar days' Notice in writing, provided that termination will only be effective at the end of the Minimum Term or subsequent recurring term. Customer shall provide Notice to Unit4 by email to [GlobalCancellations@unit4.com](mailto:GlobalCancellations@unit4.com).

#### 10.5. **Suspension**

In the event of any actual or threatened Default by Customer in relation to the Agreement or any other contract between the Parties, Unit4 will be entitled to suspend the performance of all or any of its obligations under the Agreement and any other contract between the Parties until the actual or threatened Default (if remediable) has been remedied.

#### 10.6. **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 Sales Orders. Unit4 will not be under any obligation to deliver any Services following the effective date of termination of the Agreement.

#### 10.7. **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.

#### 10.8. **No Partial Terminations**

Subject to clause 10.9, Customer is not permitted to cancel or terminate part of any Service, such as reducing Authorised User numbers during any Minimum Term or subsequent term or cancelling one Service in a Sales Order while retaining others.

#### 10.9. Terminating Third Party Services

Either Party may terminate any Third Party Services in a Sales Order in accordance with the Agreement.

#### 10.10. Payment of outstanding Charges within Minimum Term

Upon any termination by Unit4 in accordance with clause 10.1 or 10.3, Customer will be liable to Unit4 for any Charges set out in a Sales Order that have not yet been invoiced and cover the remainder of the Minimum Term after the effective date of termination. This remedy is without prejudice to any other rights or remedies Unit4 may have under the Agreement.

#### 11. 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 of Customer's Use of any Services. Customer shall give prompt and full 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 promptly, but no later than fourteen days following such request. If the output of any audit reveals Use which exceeds the quantity of Authorised Users, Customer will be liable to Unit4 for any underpayments that result from non-compliance for the entire period of non-compliance. The pricing for such payments will be based on Unit4's Prevailing Rates at the date of audit and Unit4 will be entitled to issue an invoice for such Charges. If underpaid Charges exceed five (5) percent of the total cost / value of any Services paid by Customer in a relevant Sales Order, Customer will also be liable for Unit4's audit costs.

#### 12. PUBLICITY AND AGREED DISCLOSURE

Unit4 may, following the Effective Date, use Customer's name and logo to represent the fact that Customer is a customer of Unit4. If requested by Unit4, Customer shall cooperate with Unit4 to produce a press release to be published within 3 months of the Effective Date and, where requested, enable Unit4 to produce a reference case within 3 months of any project go-live.

#### 13. TRANSFER, ASSIGNMENT AND SUBCONTRACTING

Save as permitted in the Service Terms or Product Specifications, Customer may not transfer, assign, charge, sub-license or sub-contract any of its rights or obligations under the Agreement, in whole or in part, without the prior written consent of Unit4. Unit4 may transfer, assign, charge, sub-license or sub-contract any of its rights or obligations under the Agreement, in whole or in part.

#### 14. NOTICES

All Notices under this Agreement must be in writing and will be deemed to have been given upon: (i) the second Business Day after mailing, (ii), except for notices of termination or an indemnifiable claim ("**Formal Notices**"), the first Business Day after sending by email. Notices and Formal Notices to Unit4 must be addressed to the attention of its Finance Director at the registered office address specified in the Sales Order, with a copy of such Notice or Formal Notice sent by email to [LegalNotices@Unit4.com](mailto:LegalNotices@Unit4.com).

#### 15. GENERAL PROVISIONS

##### 15.1. Service Changes and Substitutions

Unit4 may at any time make any change to any Service that is necessary to comply with Law, or that does not materially affect the nature or quality of the Service. Unit4 may substitute any Service with another product or service (as the case may be) that is materially similar to it in terms of performance and/or functionality, at no extra cost to Customer.

##### 15.2. Indemnity Process

Where one Party ("**Indemnifying Party**") has agreed to indemnify the other Party ("**Indemnified Party**"), then upon receiving notice of a Claim, the Indemnified Party must: (i) give Indemnifying Party prompt written notice of the Claim; (ii) give Indemnifying Party sole control of the defence and settlement of the Claim (provided that Indemnifying Party may not settle or defend any claim unless it unconditionally releases the Indemnified Party of all liability); and (iii) provide to Indemnifying Party, at Indemnifying Party's cost, all reasonable assistance in the defence or settlement of such Claim. Indemnifying Party's indemnification obligation will be offset or reduced to the extent its ability to defend or settle a claim is jeopardized by the Indemnified Party's failure to comply with this clause 15.2.

##### 15.3. Export Compliance

The Services, Unit4 technology and derivatives thereof may be subject to export laws and regulations of other jurisdictions. Customer agrees that it will not export the Services from the country of supply, directly or indirectly, separately or in parts unless Customer, at its own cost, complies with all Laws and regulations of any Authority. Customer represents that neither it nor its Personnel are named on any government denied-party list (or equivalent) nor must it permit Users to access or use a Service in violation of any export law or regulation.

##### 15.4. 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.

##### 15.5. No Third-Party Beneficiaries

Where Customer purchases only Unit4 Services, there are no third-party beneficiaries to the Agreement. Where Customer purchases Third Party

Services, the Third Party Provider may enforce the terms of this Agreement against Customer as if it were a Party to this Agreement. The Parties may amend the terms of the Agreement in accordance with clause 15.13 without the consent of the Third Party Provider.

##### 15.6. Waiver

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

##### 15.7. Severability

If any provision (or part of a provision) of the Agreement is or becomes illegal, invalid or unenforceable, the legality validity and enforceability of any other provision of the Agreement will not be affected and the provision (or relevant part) will apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

##### 15.8. Force Majeure

Neither Party will be 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 Customer has instructed Unit4 to use, as well as any defect in any third party services which Customer has instructed Unit4 to use. If a situation of Force Majeure lasts longer than ninety (90) calendar days, either Party will have the right to terminate a Sales Order by giving Notice to the other in accordance with clause 14 (Notices). Any Services which have been delivered or performed by Unit4 before the force majeure event may be invoiced by Unit4 and will be payable by Customer.

##### 15.9. Non-Solicitation

During the term of the Agreement and for 6 months after its expiry or termination, the Parties must not, without the prior written consent of the other Party, employ or solicit for employment, or solicit to provide services, whether as an employee, independent contractor or consultant, any employee; independent contractor; or consultant of the other Party. Nothing in this clause will prevent either Party from hiring an employee of the other Party resulting from an individual responding directly to a genuine recruitment advertisement, either through a recruitment agency or a public advertisement.

##### 15.10. Governing Law

The Agreement is governed exclusively by the laws of the jurisdiction in which the Unit4 entity, which enters into the Sales Order is registered and any disputes, whether contractual or non-contractual, arising out of or in connection with the Agreement, are subject to the exclusive jurisdiction of the courts of the same jurisdiction.

##### 15.11. Entire Agreement

The Agreement constitutes the entire agreement between the Parties and supersedes all other agreements, proposals or representations, written or oral, concerning its subject matter. Customer acknowledges that any purchases of Services 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.

##### 15.12. Interpretation

References to the singular includes the plural and vice versa. Words importing natural persons include bodies corporate and other legal persons and vice versa. Includes or including means without limitation. The headings are for convenience only and do not affect the construction of these terms.

##### 15.13. Variation

Unit4 may update the Service Terms, Product Specifications and Policies from time to time and any such changes will apply from their date of publication. Otherwise, no modification, amendment, or waiver of any provision of the Agreement is effective unless in writing and signed by both Parties.

##### 15.14. Counterparts

The Agreement may be executed in counterparts, which taken together will form one agreement.

##### 15.15. Electronic Signature

Sending an executed document (but for the avoidance of doubt not just a signature page) by: (i) e-mail (in PDF or other agreed format) to the correct address; or (iii) electronic signature system (e.g. DocuSign) will take effect as delivery of the relevant document.

#### 16. DEFINITIONS

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

<b>Affiliate</b>	(as to any entity) 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.
<b>Agreement</b>	the legally binding terms and conditions agreed between Unit4 and Customer in relation to the provision by Unit4 of Services to Customer.



<b>Analytics</b>	statistical analyses, insights, market data and predictive models to assist development of Unit4 Services and third party products or services designed for use with them.	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.
<b>Authorised Users</b>	Users or units of the relevant Volume Metric permitted to Use the Service as set out in the Sales Order.	
<b>Authority</b>	any governmental (local, regional, national or supra-national), judicial, arbitral, regulatory or other authority of competent jurisdiction.	
<b>Billing Start Date</b>	the date specified in a Sales Order that any recurring Service commences and in the absence of any such date in the Sales Order, the first of the month following the Effective Date.	<b>Law</b>
<b>Business Day</b>	any day excluding weekends, bank holidays or other public holidays in the Territory.	<b>Loss</b>
<b>Charges</b>	amounts payable by Customer to Unit4 in connection with the Agreement.	<b>Minimum Term</b>
<b>Claim</b>	a claim, demand, suit or proceedings of any type.	<b>Notice</b>
<b>Confidential Information</b>	all confidential information (including Personal Data) disclosed by either Party (" <b>Disclosing Party</b> ") to the other Party (" <b>Receiving Party</b> "), 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 will 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.	<b>Party</b>
<b>Customer</b>	the party identified as such in the Sales Order.	<b>Personnel</b>
<b>Customer Material</b>	documentation, IPRs, materials, data and other information supplied by Customer to Unit4 in relation to the provision or receipt of any Service.	<b>Policies</b>
<b>Data Processing Policy</b>	Unit4's data processing policy available at <a href="http://www.unit4.com/terms">www.unit4.com/terms</a> .	<b>Prevailing Rates</b>
<b>Default</b>	any breach of any obligation or warranty under the Agreement, or any misrepresentation, mis-statement or tortious act or omission (including negligence) arising under or in connection with the Agreement, or the occurrence of any event or series of events which gives rise to an obligation under the Agreement on a Party to indemnify the other Party.	<b>Product Specification</b>
<b>Documentation</b>	the online data sheets and documentation made available by Unit4 which describe the Service and contain instructions for Use of the Service, as updated from time to time.	<b>Sales Order</b>
<b>Due Date</b>	the day which is 30 days after the date of the relevant Unit4 invoice;	<b>Services</b>
<b>Effective Date</b>	unless otherwise agreed, the date that the last Party signs a Sales Order.	<b>Service Terms</b>
<b>Force Majeure</b>	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 but not limited to war, terrorism, epidemic, interruption of electricity, internet, means of telecommunication, strikes and unavailability of Personnel.	<b>Statement of Work (or SOW)</b>
<b>Implied Terms</b>	all clauses, warranties and other terms (including customer purchase terms provided before or after the Effective Date) which are not set out in the Agreement and might have effect between the Parties or be implied or incorporated into the Agreement or any collateral contract whether by trade, custom, course of dealing, Law or otherwise, including any implied Clauses, warranties or other terms as to satisfactory quality or fitness for purpose or that any Unit4 Material will be accurate or complete or that the use of any Unit4 Material will be uninterrupted or error-free.	<b>Term</b>
<b>Indexation Rate</b>	the Consumer Prices Index or equivalent index (as published by a recognized Authority in the Territory) plus 2%, or 4%, whichever is higher.	<b>Territory</b>
<b>IPRs</b>	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	<b>Third Party Provider</b>
		<b>Third Party Services</b>
		<b>Unit4</b>
		<b>Unit4 Material</b>
		<b>Use</b>
		<b>User</b>
		<b>Volume Metric</b>