

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 Delivery Scope Document (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

Unless otherwise stated in the Sales Order, Services provided on a subscription basis will continue for the duration of the Minimum Term and will then automatically renew on expiry of the Minimum Term for successive recurring terms of three (3) years each (each a **Renewal Term**), unless and until terminated in accordance with the Agreement.

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 Delivery Scope Document (if applicable) 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. Unit4 shall not be obliged to ensure that any Service permits Customer's compliance with Law.

3.2. Co-operation

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

- 3.2.1. ensuring 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 access (including to systems, data, databases, and passwords) as is necessary 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. Subscriptions for additional Services may be added at any time during the Term at Unit4's Prevailing Rates, prorated based on the number of complete days remaining in the Minimum Term or Renewal Term (as applicable). Any new subscriptions added will and can only terminate on the same date as the Customer's existing subscriptions.

4.2. Timing for Payment of Charges

Unless otherwise stated, Charges for (i) Services provided on a subscription basis are invoiced annually in advance commencing on the Subscription Start Date; (ii) Services provided on a time and materials basis are invoiced monthly in arrears; and (iii) Charges for fixed price Services will be invoiced on the Effective Date of the Sales Order for such Services.

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 Subscription 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 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. If Unit4 is required to take action to collect any Charges, then Customer agrees that Customer will pay Unit4 all costs Unit4 incurs in collecting any Charges, including reasonable attorneys' fees and costs.

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.

4.8. FX Based Increases

Unit4 will invoice in the currency specified in the Sales Order. Unit4 reserves the right to increase the Charges applicable to Services annually (to include all items listed in a Sales Order) and apply such increases automatically to meet any costs in processing foreign currency payments and to mitigate against fluctuations in exchange rates.

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 (including, for example, the format of reports whether standard or customised). 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. Customer Material entered into the Services, including the output data, remains the exclusive property of the Customer.

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 and reproduce 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 by a third party alleging that use of any Services directly infringes any IPRs of a third party.

6. THIRD PARTY ARRANGEMENTS

6.1. Third Party Services

If the Sales Order includes Third Party Services, the Third Party Services shall be provided on the same terms as the Services unless stated otherwise on 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. Use of Third Parties by Customer

Where Customer engages a third party to provide professional services in connection with the Services: (i) Unit4 may increase the Charges payable by the Customer to compensate Unit4 for any additional effort required by Unit4 caused by such third party; and (ii) Unit4 shall have no responsibility for the performance or quality of the services provided by such third parties.

6.3. Authorised Resellers

If Customer procures the Services from an Authorised Reseller rather than directly from Unit4, clause 4 shall not apply and Customer's payment obligations will be governed by the terms of the Reseller Agreement. Customer may not transfer the administration of the Services subscription to any other party without the prior written consent of Unit4. Unit4 may suspend and/or terminate Customer's right to use the Services if: (i) the Customer does not comply with the terms of this clause 6.3, (ii) the Authorised Reseller does not pay the Charges for the Services to Unit4; or (iii) the Authorised Reseller terminates the agreement with Unit4 for the Services procured by Customer.

7. DATA, PRIVACY AND DATA PROTECTION

7.1. Analytics

Unit4 will be entitled to use any data processed by the Services to produce Analytics and to improve and/or enhance Unit4 Services (or other offerings). Analytics that are made available to a third party will not identify Customer and will not contain any Confidential Information belonging to Customer or Personal Data in relation to which Customer is a Controller. The terms "Personal Data" and "Controller" have the meanings given to them in Unit4's Data Processing Policy.

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. Each Party's confidentiality obligations in this clause 8 will continue for the duration of the Agreement and for a period of three (3) years following any termination of the Agreement.

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:

- 9.2.1. either Party's liability for fraud or fraudulent misrepresentation;
- 9.2.2. either Party's liability for death or personal injury attributable to negligence;
- 9.2.3. either Party's liability to the extent that such limitation or exclusion is not permitted by Law;
- 9.2.4. Customer's liability for payment of undisputed and properly due Charges;
- 9.2.5. either Party's liability under clause 8 unless such liability arises from the Processing of any Personal Data under this Agreement; and
- 9.2.6. 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 under the Agreement 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. any unapproved, negligent or reckless acts or omissions of Customer, its Affiliates or its employees or agents in connection with the Agreement; or
- 9.5.5. 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 24 (twenty-four) 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. 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 60 (sixty) calendar days' Notice in writing, provided that termination will only be effective at the end of the Minimum Term or subsequent Renewal Term. Unless specified otherwise by Unit4, Customer shall provide Notice to Unit4 via the form on Community4U [here](#).

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

Customer is not permitted to cancel or terminate part of any Service which is provided on a subscription basis (such as reducing Authorised User numbers during any Minimum Term or Renewal Term or cancelling one subscription Service while

retaining others).

10.9. Payment of outstanding Charges within Minimum Term

Upon any termination by Unit4 in accordance with clause 10.1, 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 or current Renewal Term (as applicable), 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 14 (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.

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 (three) months of the Effective Date and, where requested, enable Unit4 to produce a reference case within 3 (three) 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 Notices to Unit4 must be addressed to the attention of its Finance Director, with a copy sent by email to LegalNotices@Unit4.com. Notices must be sent by next working day delivery service to the Party's address specified in the Sales Order, or as otherwise notified in writing to the other Party. Any Notices will be deemed to have been received on the second Business Day after mailing. This clause does not apply to the service of any proceedings or other documents in any legal action.

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. Unit4 will not require Customer to pay additional Charges for the substituted Service.

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 jeopardised by the Indemnified Party's failure to comply with this clause 15.2.

15.3. Export Compliance

The Services are provided subject to laws and regulations that may prohibit or restrict access by certain persons or from certain countries or territories, including but not limited to sanctions, embargoes and export restraints. The Services may be subject to Export Control Laws. Customer will not directly or indirectly, export, re-export, or release, or make the Services accessible from, any country or jurisdiction, or to any person to which export, re-export, or release is prohibited by applicable Export Control Laws. Customer will comply with all applicable Export Control Laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the jurisdiction in which the Customer is located as set forth in Unit4's systems

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. Renewal Pricing

The Parties acknowledge that following the expiry or termination of the Agreement, the charges for any future agreement will be based on an amount that is no less than the Charges for the final year of this Agreement plus the Consumer Prices Index or equivalent index (as published by a recognised Authority in the Territory) plus 4%.

15.6. No Third-Party Beneficiaries

Where Customer purchases only Unit4 Services, there are no third-party beneficiaries to the Agreement. In particular, Customer Affiliates cannot bring Claims directly against Unit4. 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 15.1415.14 without the consent of the Third Party

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15.7. Waiver

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

15.8. 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.

15.9. Force Majeure

Neither Party will be liable for any delay or failure 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 90 (ninety) 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.

15.10. Non-Solicitation

During the term of the Agreement and for 6 (six) 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.

15.11. 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.

15.12. 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.

15.13. 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.

15.14. 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 provided that any such change either: (i) does not materially degrade the Services; or (ii) is required to comply with Law. Otherwise, no modification, amendment, or waiver of any provision of the Agreement is effective unless in writing and signed by both Parties.

15.15. Counterparts

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

15.16. 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 (ii) 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:

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|----------------------------|--|
| Affiliate | (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. |
| Agreement | the legally binding terms and conditions agreed between Unit4 and Customer in relation to the provision by Unit4 of Services to Customer. |
| Analytics | 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. |
| Authorised Reseller | a reseller or other third party authorised by Unit4 to resell Unit4's Services to Customers. |

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| Authorised Users | Users or units of the relevant Volume Metric permitted to Use the Service as set out in the Sales Order. | | |
| Authority | any governmental (local, regional, national or supra-national), judicial, arbitral, regulatory or other authority of competent jurisdiction. | | |
| Business Day | any day excluding weekends, bank holidays or other public holidays in the Territory. | | |
| Charges | amounts payable by Customer to Unit4 in connection with the Agreement. | Law | all laws, statutes and regulations in force from time to time applicable to that Party. |
| Claim | a claim, demand, suit or proceedings of any type. | Loss | all losses, costs, expenses, damages, indemnities, penalties, fines, judgments, demands, fees, injuries/depletions and liabilities (including damages or compensation paid on legal advice to compromise or settle any Claim, and reasonable legal costs or expenses). |
| Confidential Information | all confidential information disclosed by either Party (" Disclosing Party ") to the other Party (" 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 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. | Minimum Term | in relation to Services provided by Unit4 on a subscription basis, a minimum term for which Customer commits to the purchase of the applicable Service. Unless otherwise stated in the Sales Order, the Minimum Term shall be three years commencing on the Subscription Start Date. |
| Customer | the party identified as such in the Sales Order. | Notice | notices, demands, requests, consents and other communications. |
| Customer Material | documentation, IPRs, materials, data and other information supplied by Customer to Unit4 in relation to the provision or receipt of any Service. | Party | each of the Parties to the Agreement and the term "Parties" will be construed accordingly (as referring to both of them). |
| Data Processing Policy | Unit4's data processing policy available at www.unit4.com/terms . | Personnel | any persons employed or engaged by Unit4 or Customer (as appropriate). |
| Default | 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. | Policies | Unit4's or any of its suppliers' documentation and information containing policies and/or procedures relating to the Services as may be updated from time to time and made available at www.unit4.com/terms . |
| Delivery Scope Document | a document that specifies the Success Services that will be delivered by Unit4 and which is incorporated into the Sales Order, which may also be described as a statement of work. | Prevailing Rates | Unit4's prevailing rates for a Service in the relevant market from time to time. |
| Documentation | 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. | Product Specification | in respect of any Unit4 Service or Third Party Service, the description of such application or Service available at www.unit4.com/terms or www.unit4.com/service-descriptions . |
| Due Date | the day which is 30 (thirty) days after the date of the relevant Unit4 invoice; | Reseller Agreement | an agreement between Customer and an Authorised Reseller for the purchase of Unit4's Services. |
| Effective Date | unless otherwise agreed, the date that the last Party signs a Sales Order. | Sales Order | any sales order form or other sales ordering document (including Delivery Scope Document, quote or other document) executed by an authorised signatory of each Party for the provision of Services. |
| Export Control Laws | export control laws and regulations of the E.U., U.S. and other foreign governments, as well as regulations and sanctions declared by such governments, including the U.S. Department of the Treasury Office of Foreign Assets Control, the U.S. Department of Commerce, the Council of the E.U. and their counterparts under applicable law, including all end user, end use and destination restrictions. | SaaS | software-as-service. |
| 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 but not limited to war, terrorism, epidemic, interruption of electricity, internet, means of telecommunication and strikes. | Services | (as applicable) any products or services provided by Unit4 or any Third Party Providers as described in the relevant Service Terms or Service Descriptions, including SaaS and Success Services. |
| Implied Terms | 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. | Service Terms | in respect of any Service, the terms applicable to that specific Service available at: www.unit4.com/terms . |
| Indexation Rate | (i) the Consumer Prices Index or equivalent index (as published by a recognised Authority in the Territory) plus 4% or (ii) 5%, whichever is higher. | Success Services | pre-defined Service either designed to achieve a described outcome or for a specified duration, and may include implementation services, consultancy, project management, training and other related services. |
| 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 | Subscription Start Date | the date specified in a Sales Order that the charging period for any recurring subscription Service commences and in the absence of any such date being specified in the Sales Order, the Subscription State Date is the first day of the month following the Effective Date. |
| | | Term | the term of the Agreement. |
| | | Territory | where Unit4 has its registered office address in relation to the Agreement. |
| | | Third Party Provider | A provider of Third Party Services. |
| | | Third Party Services | Any SaaS, software, or cloud services developed and owned by a Third Party Provider, or any other services incidental to such products provided by a Third Party Provider to Customer under the Agreement. |
| | | Unit4 | the Unit4 contracting entity that is party to the Sales Order. |
| | | Unit4 Material | the Services, and any goods, services, software, Documentation, IPRs, data or information (including Analytics) provided and/or created by or on behalf of Unit4 for the purpose of and/or in connection with the performance of any of its obligations under the Agreement. |
| | | Use | any and all use of and/or access to the Services by Customer 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.

User all users (of whatever nature) permitted access to or Use of the Services.

Volume Metric a specific volume metric or unit of measure (e.g. FTE employee or type of user) used by Unit4 in connection with the Service.