



1. GENERAL DESCRIPTION

For the purposes of these Service Terms, services may include any of the following activities to be provided by Unit4 to Customer: implementation services, consultancy, project management, training and other related services (“**Unit4 Professional Services**” or “**Service**”).

Customer may choose to use the Service to assist in delivering a particular outcome (“**Project**”). Details of any Project and the corresponding Service will be set out in (a) the applicable Product Specification and/or (b) the Statement of Work (“**SOW**”) agreed by Unit4 and Customer.

2. REQUIREMENTS FOR DELIVERY OF THE SERVICE

Customer will:

- 2.1 commit sufficient resource to the Project and ensure that key Customer Personnel are available at all relevant times to provide input and instructions as needed to Unit4, including timely replacement of such Customer Personnel;
- 2.2 provide all information reasonably requested by Unit4 in a timely manner;
- 2.3 ensure it complies with the assumptions and its obligations as set out in the SOW;
- 2.4 confirm its acceptance of any item or objective put forward by Unit4 for acceptance, if that item meets the agreed criteria (as set out in the SOW); and
- 2.5 keep Unit4 informed on any developments which may potentially affect the delivery of any Project.

3. DELIVERY OF THE SERVICE

- 3.1 Unit4 will deliver the Service in all material respects as set out in the SOW.
- 3.2 The Service will be delivered on Business Days unless otherwise agreed in writing by the Parties.
- 3.3 The number of hours of Service to be provided on a Business Day will depend on Unit4’s working day policy for the relevant country and excludes travelling time and lunch.
- 3.4 The Service will commence on the date and continue for the duration set out in the SOW or as otherwise agreed by the Parties.
- 3.5 Dates and times set out in the SOW or otherwise agreed between the Parties are estimates only and time will not be of the essence for delivery of the Service.
- 3.6 Unless otherwise agreed, the Service will be provided remotely. For Service to be provided at a Customer location, Customer shall ensure that Unit4 is provided with full access to facilities, equipment and systems to enable it to deliver the Service.
- 3.7 Provided Unit4 remains responsible for the delivery of the Service, it shall be entitled to sub-contract the delivery of the Service.

4. TERM AND PAYMENT

Unless stated otherwise in a Sales Order:

- 4.1 Charges specified in a Sales Order for Services are estimates only and Unit4 will invoice Customer for Services based on the actual time expended by Unit4;

- 4.2 the Service Charges and any expenses will be payable on a time and materials (Business Day) basis monthly in arrears based on Unit4’s Prevailing Rates;
- 4.3 additional Charges may apply if the Service is provided on non-Business Days;
- 4.4 Unit4 will charge a full day for any part day worked; and
- 4.5 expenses are incurred by Unit4 Personnel in accordance with Unit4’s then current expenses policy (which can be provided on request).

5. CHANGE IN SCOPE OF THE SERVICE

- 5.1 If changes to the Service are agreed between the Parties or changes to the SOW are required, the Parties will follow the change control process set out in the SOW. If no change control process is set out in the SOW, the Parties will cooperate in good faith to agree the required changes.
- 5.2 The Parties will also cooperate in good faith to agree the change in Charges applicable as a result of the required changes. If the Parties are unable to agree, Unit4 shall be entitled to charge for the Service at Prevailing Rates.
- 5.3 If the Parties are unable to agree the changes to the SOW or applicable Charges, Unit4 shall be entitled to either (i) continue to provide the Services based on the existing SOW; or (ii) cease work and recover any costs or expenses up to that date.

6. RESCHEDULING AND CANCELLATION

- 6.1 If specific dates for delivery of the Service have been agreed by the Parties and Customer cancels or postpones part or all of the Service or Unit4 is unable to provide the Service because of acts or omissions of Customer, Unit4 shall be entitled to charge Customer:
 - (i) 50% of the relevant fee if notice of the cancellation / postponement is received by Unit4 between six (6) and ten (10) Business Days prior to the agreed date for delivery of the Service; and
 - (ii) 100% of the relevant fee if notice of the cancellation / postponement is received by Unit4 five (5) Business Days or less prior to the agreed date for delivery of the Service.
- 6.2 In addition, Unit4 shall be entitled to charge Customer for any costs incurred by it as a result of the cancellation / postponement.
- 6.3 Unit4 will use its reasonable endeavours to redeploy the affected Personnel to mitigate any liability of Customer under this clause 6.

7. USER ACCEPTANCE TESTS

Customer is responsible for setting and carrying out any user acceptance tests for the Services or in relation to deliverables forming part of any Project. The Parties will follow the acceptance testing procedures set out in the SOW or in other documentation provided to Customer. If no acceptance testing procedures are provided to Customer, then Customer shall perform and complete such tests as soon as reasonably possible on being made aware that the Services or deliverable are ready for testing.