

1. GENERAL DESCRIPTION

Unit4 is a producer and developer of a range of software applications, solutions and platforms. For the purpose of these Service Terms – SaaS, “Service” means software available to Customers via the Software as a Service model.

For defined terms used in these Service Terms, see clause 10 below.

2. SERVICE

The Service will comprise:

- 2.1 a non-exclusive, non-transferable right and licence to permit the agreed number of Authorised Users to Use the Service;
- 2.2 automatic updates;
- 2.3 the provision of Support Services;
- 2.4 availability and disaster recovery services in accordance with the service levels set out in clause 3; and
- 2.5 provision of one Production Environment and the applicable Test Environments specified in the relevant Product Specification.

3. SERVICE LEVELS

- 3.1 Except as otherwise set out in the relevant Product Specification, Unit4 shall provide the Service in accordance with service levels in this clause 3, which shall apply to the Production Environment only.

Service Availability

- 3.2 Service Availability measured over a calendar month will be 99.8% or greater.
- 3.3 Service Availability is calculated as follows:

$$\left[\left(\frac{\text{TOTAL TIME} - \text{SERVICE OUTAGE}}{\text{TOTAL TIME}} \right) * 100 \right]$$

- 3.4 The measurement point for Service Availability is at the internet connection points of Unit4’s cloud infrastructure provider’s data centre.
- 3.5 Unit4 shall make a Service Availability report available monthly upon Customer’s request.

Disaster Recovery

- 3.6 Except as set out in the relevant Product Specification, Unit4’s target for recovery in the event of a Disaster is an RTO of 12 hours or less and an RPO of one hour or less.
- 3.7 Unit4 shall make a RTO and RPO report available to Customer after any Disaster via Community 4U.

4. SERVICE CREDITS

As Customer’s sole and exclusive remedy in the event of a failure by Unit4 to meet the Service Availability obligation in clause 3.2, upon written request, Unit4 shall provide a Service Credit to Customer as follows:

Number of consecutive months of missed service level	Service Credit entitlement – percentage of the relevant Service charges paid for the month that the Service does not meet the service level
One (first month)	10% of first month
Two	20% of second month
Three	30% of third month
Four or more	40% of fourth and subsequent month(s)

Customer shall be entitled to request a deduction of the aggregate Service Credit amount from the next invoice issued by Unit4,

provided such request is received by Unit4 within three months of the Customer becoming entitled to the Service Credit under this clause.

5. RESTRICTIONS ON USE

Customer shall:

- 5.1 only use the Service for its internal business operations;
- 5.2 not use the Service to provide services to third parties nor attempt to obtain, or assist any third party in obtaining access to the Service or Unit4 Material;
- 5.3 not introduce or permit the introduction of any Virus into Unit4’s network and information systems; and
- 5.4 Not:
 - 5.4.1 attempt to copy, build or attempt to build or develop an alternative or competing service that is in any way based or derived from, in whole or in part the Service or Unit4 Material;
 - 5.4.2 merge or combine (together) the Service with any other software or service; or
 - 5.4.3 use robots or robotic process automation without Unit4’s prior consent.

6. SERVICE DISCLAIMERS

- 6.1 Unit4 will not be responsible for delays, delivery failures or other Loss resulting from the transfer of Customer Data over communications networks or facilities, including the internet.
- 6.2 Unit4 is unable to exercise control over the content of any information passing through the Service. Unit4 disclaims and excludes all liability in respect of any transmission or reception of information by Customer or a User, of whatever kind, or the accuracy of the contents such information, or the scrambling of any information or data.

7. CUSTOMER OBLIGATIONS

Users

- 7.1 Customer shall ensure that the maximum number of Authorised Users that it permits to access and Use the Service shall not exceed the number of subscriptions set out in the Sales Order

Access

- 7.2 The Service shall only be accessed by using a User’s unique account and Users shall not use the account of another User or impersonate another person or entity.
- 7.3 No access controls or other security measures for the Service shall be deactivated, bypassed or otherwise circumvented by Customer.
- 7.4 The Service can only be accessed through interfaces or other automated means (such as test tools, screen capture technology, scripted browsers, or other programmatic methods) expressly approved by Unit4.

- 7.5 Customer shall not attempt to gain unauthorized access to or otherwise interfere with or disrupt Unit4’s or any other customers’, systems, data or operations nor shall Customer engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functioning of the Service.

Use

- 7.6 Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its Use of the Service, that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property; and Unit4 reserves the right, without liability or prejudice to its other rights to disable Customer’s access to any material that breaches the provisions of this clause.

General

- 7.7 Customer shall be responsible for any User's Use and/or misuse of the Service.
- 7.8 Customer is responsible for:
 - 7.8.1 procuring, maintaining and securing all Customer-side equipment, software, network connections and telecommunications links and services required to access and Use the Service and ensuring they meet the specifications required to access the Service;
 - 7.8.2 the functional operation and administration of the Service; and
 - 7.8.3 the legality, reliability, integrity, accuracy and quality of its data.

8. ADDITIONAL TERMS

- 8.1 Unit4 will retain sole control over the computing platform configuration, technical system requirements, updates (as defined in the Support Terms) and the timing of such updates.
- 8.2 Unit4 reserves the right to change the third party provider of the Service platform provided that: (i) Unit4 has given reasonable notice to Customer of such change; (ii) the jurisdiction in which 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 Service platform provider shall be (in form and content) consistent in all material respects with the previous offering.
- 8.3 On termination of the Agreement, at Customer's written request, Unit4 shall as soon as reasonably possible, make available to Customer a file containing the last back-up of Customer Data in the native database format along with attachments in their native format. If no such request is received within thirty (30) calendar days of termination of the Service, Unit4 may destroy any Customer Data in its possession or control.

9. FAIR USAGE

In providing the Service, Unit4 will allocate such amount of system resources as is appropriate in Unit4's reasonable opinion for a service the size and nature of that provided to Customer. If Customer's Use of the Service places excessive demands on system resources compared to those typically experienced by Unit4 for similar customers, for example because Customer is generating an unusually large volume of reports or extracting large volumes of data, Unit4 may take any of the following actions at its sole discretion:

- 9.1 disapply the service levels in clause 3; and/or
- 9.2 suspend the Service; and/or
- 9.3 apply additional charges in relation to the provision of excess capacity.

10. DEFINITIONS

Capitalised terms used in these Service Terms but not defined shall have the meaning given to such terms in Unit4's General Terms of Business.

Planned Maintenance Window	the period of time in which planned maintenance for the Production Environment is scheduled to occur.
Production Environment	the production environment of the Service also called "live" environment, being the environment that Customer uses to run its day to day (live) operations, excluding Non-Production Environments.
Recovery Point Objective (or "RPO")	the maximum targeted time period in which data may be lost, measured backwards from the point in time when Production Environment became unavailable as a result of the Disaster.
Recovery Time Objective (or "RTO")	the amount of time that it takes Unit4 to perform the restoration of the Production Environment to the state before it became unavailable as a result of a Disaster.
Service Availability	the amount of time (given as a percentage) that the Production Environment is available for use (uptime) measured in accordance with clause 3.
Service Credit	a service credit payable in accordance with clause 4 of these Service Terms.
Service Outage	the amount of time (expressed in minutes) in any given month that the Unit4 Production Environment is not available for use (downtime) by Customer and excludes Service Outage Exclusions.
Service Outage Exclusions	<ul style="list-style-type: none"> - Planned Maintenance Windows; - failure of any circuits or connections provided by third party telecommunication providers or common carriers; - failure of any external internet service provider or an internet exchange point; - acts or omissions of Customer or any Users permitted to access the Production Environment; - behaviour of Customer applications, equipment or managed operating systems; - Force Majeure.
Support Services	the support services to be provided by Unit4 in connection with the Service in accordance with the Support Terms.
Support Terms	the document entitled Service Terms – Support 4U & Success 4U (SaaS) found at www.unit4.com/terms .
Total Time	the total time (expressed in minutes) in any given month (where Service Availability is being calculated).
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Word / Phrase	Meaning
Authorised Users	the number of Users or units of the relevant Volume Metric permitted to access the Service as set out in the Sales Order.
Customer Data	any data inputted by Customer or its Personnel for the purpose of using the Service or facilitating Customer's use of the Service.
Disaster	an unplanned event or circumstance of a significant scale or impact that results in unavailability of the Production Environment and which does not occur as a result of a Service Outage Exclusion e.g. to include but not limited to, natural disasters and weather events, failure of infrastructure (external to the data centre).
Non-Production Environment	an environment, such as preview, testing, quality, development and acceptance that holds non-production data loads.