

**1. SERVICE**

**Introduction**

1.1 Unit4 provides Unit4 Software in two service models, as a long-term licence or on a subscription basis.

For defined terms used in these Service Terms, see clause 4 below.

**Software Term Licence**

1.2 Where Unit4 provides a term licence to Use the Unit4 Software in object code form ("**Term Licence**"), Customer is granted a non-exclusive, non-transferable licence to use the Unit4 Software for fifteen (15) years from the Effective Date for the number of Authorised Users set out in the Sales Order.

1.3 The Term Licence will terminate if Customer ceases paying Support Charges.

**Software Subscription**

1.4 Where Unit4 provides a subscription to use the Unit4 Software ("**Subscription Licence**"), Unit4 grants Customer a non-exclusive, non-transferable right and licence to permit the agreed number of Authorised Users to Use the Unit4 Software until the expiry of the subscription.

**Delivery of Software**

1.5 In each case, the Unit4 Software will be made available to Customer by Unit4 by way of electronic download and release of appropriate licence keys. Unit4 Software is deemed to be accepted by Customer when Unit4 provides the electronic download and licence keys to Customer and is not subject to any form of acceptance testing.

**Environments**

1.6 Customer may use the Unit4 Software on a single installation at the Installation Address and may create copies of the Unit4 Software for use with three environments (specifically, one production and two non-production).

**2. RESTRICTIONS ON USE**

Customer shall not:

- 2.1 use the Unit4 Software for any purpose other than its internal business operations;
- 2.2 use the Unit4 Software to provide services to third parties or attempt to obtain, or assist third parties in obtaining access to the Unit4 Software;
- 2.3 split the usage of the Unit4 Software across multiple server installations;
- 2.4 except as otherwise permitted in clause 1.6, attempt to copy, modify, adapt, alter, duplicate, translate, create derivative works from, decompile, disassemble, reverse engineer, frame, mirror, republish, download, transmit or distribute all or any part or content of the Unit4 Software or otherwise reduce to human perceivable form all or any part of the Unit4 Software;
- 2.5 attempt to build, develop or attempt to build or develop an alternative or competing service that is in any way based or derived from, on whole or in part, the Unit4 Software;
- 2.6 merge or combine (together) the Unit4 Software with any other software or service;
- 2.7 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 Software; and

2.8 use robots or robotic process automation without Unit4's prior consent.

References in this Clause 2 to the Unit4 Software include, where appropriate, a reference to any Documentation.

**3. CUSTOMER OBLIGATIONS**

- 3.1 Customer will comply with the Support Terms.
- 3.2 Customer is responsible for the following matters:
  - 3.2.1 procuring and maintaining all client-side equipment, software and services required to access and use the Unit4 Software, including network connectivity, hardware and equipment; and
  - 3.2.2 the functional operation and administration of the Unit4 Software.
- 3.3 Customer is responsible for the safety, security and integrity of Customer Data at all times. This includes, but is not limited to, ensuring that appropriate back-ups are made of all Customer Data in accordance with good industry practice (at least daily) and ensuring that the system can be restored to its previous state in the event of problematic maintenance operations on a production environment.
- 3.4 On any termination of the Agreement, Customer shall immediately return the Unit4 Software, or at Unit4's request, destroy the Unit4 Software and all copies of the whole or any part of the Unit4 Software.

**4. DEFINITIONS**

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

Word/Phrase	Meaning
<b>Installation Address</b>	The address (as provided to Unit4 from time to time) where Customer chooses to install the Unit4 Software. In the absence of any address specified, it shall be taken to mean Customer's address on the Sales Order.
<b>Support Charges</b>	the charges for the Support Services set out in a Sales Order.
<b>Support Services</b>	the support services to be provided by Unit4 in connection with the Unit4 Software in accordance with the Support Terms.
<b>Support Terms</b>	the document entitled Service Terms – Support Services (Software) found at <a href="http://www.unit4.com/terms">www.unit4.com/terms</a> .
<b>Unit4 Software</b>	Unit4's software applications provided to Customer to download onto its own or other third party infrastructure.