

1. GENERAL RESPONSIBILITIES

1.1 Customer shall:

- 1.1.1 comply with its obligations in the applicable Product Specification, Delivery Scope Document and Policies;
- 1.1.2 commit sufficient resource to any Project, including a dedicated Customer Project Team, and ensure that the Customer Project Team are available to provide information, input and instructions to Unit4. Customer will use all reasonable endeavours to ensure prompt replacement of members of the Customer Project Team;
- 1.1.3 use the tools provided by Unit4;
- 1.1.4 promptly provide all information and documentation reasonably requested by Unit4;
- 1.1.5 (a) ensure any training specified by Unit4 is completed by the Customer Project Team by the deadlines specified by Unit4 and (b) be responsible for end-user training;
- 1.1.6 conduct and complete any testing which is stated in a Product Specification and the Customer Handbook as requiring completion by the Customer;
- 1.1.7 not unreasonably withhold its acceptance of any item, objective or gateway put forward by Unit4 for acceptance, if that item meets the criteria agreed between the Parties; and
- 1.1.8 notify Unit4 in writing of any objections to the Success Services within 5 Business Days of such Services being performed and in the absence of any such notification, Customer is deemed to have accepted such Services.

2. DELIVERY OF THE SUCCESS SERVICES

2.1 Timing and Method of Delivery

- 2.1.1 The Success Services will be delivered remotely and on Business Days. Where the Parties separately agree that the Success Services will be provided on-site, Customer shall ensure that Unit4 is provided with full access to facilities (including a suitable working area and internet connection), equipment and systems to enable it to deliver the Success Services.
- 2.1.2 Dates and times for delivery of Success Services by Unit4 set out in the Agreement are estimates only and time will not be of the essence for delivery of Success Services.

2.2 Additional Success Services

- 2.2.1 Without limiting clause 3, where additional Success Services are required to be provided by Unit4 as a result of any of the circumstances described in 2.2.1(i) to (iii) occurring, Unit4 reserves the right to charge Customer for such additional Success Services at Unit4's Prevailing Rates by issuing an invoice for such Charges immediately and without notice:
 - (i) as a result of Customer's failure to fulfil its obligations under the Agreement;
 - (ii) due to assumptions in the Delivery Scope Document or Product Specification (s) being incorrect or ceasing to be correct due to Customer providing incorrect or misleading information to Unit4; or
 - (iii) due to the act or omission of Customer, Unit4 are prevented from delivering or delayed in the delivery of Success Services.
- 2.2.2 Where clause 2.2.1 applies, Unit4 also reserves the right to update any timeline and review the scope of the Success Services specified in a Delivery Scope Document in accordance with the change control process in clause 4.

3. SHORT NOTICE CANCELLATION

- 3.1 Where specific dates for delivery of Success Services are agreed between Unit4 and Customer and Customer notifies Unit4 that it cancels or postpones part or all of such Services, Unit4 shall be entitled to charge Customer:
 - 3.1.1 20% of the Charges or Success Points, as applicable, relating to the relevant Success Services which have been cancelled or postponed if the notice is received by Unit4 between eleven (11) and fifteen (15) Business Days before the agreed start date;

3.1.2 40% of the Charges or Success Points, as applicable, relating to the relevant Success Services which have been cancelled or postponed, if notice is received by Unit4 between six (6) and ten (10) Business Days before the agreed start date; or

3.1.3 60% of the Charges or Success Points, as applicable, relating to the relevant Success Services which have been cancelled or postponed, if notice is received by Unit4 five (5) Business Days or less prior to the agreed start date.

3.2 In addition, Unit4 shall be entitled to charge Customer for any third-party costs it cannot recover as a result of the cancellation or postponement.

3.3 Where Customer procures Success Services using Success Points and Customer does not have enough Success Points to cover the charges in clause 3.1, Unit4 reserves the right to issue an invoice for the balance of the clause 3.1 charges immediately and without notice.

4. CHANGE CONTROL PROCESS

4.1 If a Change to Success Services is required, the Parties will follow the change control process set out in this clause 4.

4.2 Either Party may submit a written request for a Change to the other Party.

4.3 Unit4 reserves the right to impose an additional Charge on Customer for assessing a Change requested by Customer.

4.4 Unit4 reserves the right to reject a Change proposed by Customer where the Change:

- 4.4.1 is technically infeasible;
- 4.4.2 may compromise the security, stability, performance or integrity of any Services;

4.4.3 would cause Unit4 to breach Applicable Law or its obligations to third parties;

4.4.4 would adversely affect other Unit4 customers; or

4.4.5 would infringe third party IPR.

4.5 Where Unit4 rejects a Change in accordance with clause 4.4, Unit4 will promptly, and in any event, no later than 10 Business Days after Customer submits a written request for a Change to Unit4:

4.5.1 specify which of the grounds in clause 4.4 applies and provide reasonable detail explaining the basis for rejection; and

4.5.2 where reasonably practicable, suggest alternative approaches or modifications that would make the Change acceptable.

4.6 Where clause 4.4 does not apply, Unit4 will provide a Change Control Note, whether the Change is proposed by Customer or Unit4, and send a copy to the Customer for review. The Change Control Note will include the following information:

- 4.6.1 a description of the proposed Change; and
- 4.6.2 impact of the Change on the Success Services, including any changes to the Charges and/or any timeline set out in the Delivery Scope Document.

4.7 Customer will respond to Unit4 promptly, and in any event, no later than 5 Business Days after Unit4 provides Customer with the Change Control Note. The Customer will either:

4.7.1 confirm acceptance of the Change and both Parties will proceed to sign the Change Control Note;

4.7.2 reject the proposed Change, provided clear reasons for the rejection are included in the response; or

4.7.3 propose modifications to the Change, after which, the Parties will cooperate in good faith to agree the Change Control Note.

4.8 No Change will be effective and Unit4 is under no obligation to continue delivery any Success Services until a Change Control Note has been signed by both Parties.

4.9 If the Parties are unable to agree a Change Control Note within thirty (30) Business Days of the initial Change Control Note being provided by Unit4,

or Customer does not respond in accordance with clause 4.7, Unit4 shall be entitled to either (i) continue to provide the Success Services based on the existing Agreement; or (ii) cease delivery of the Success Services and recover any costs or expenses incurred by Unit4 up to that date on a time and materials basis at Unit4's Prevailing Rates.

5. DEFINITIONS

Capitalized terms used but not defined in these Service Terms shall have the meaning given to such terms in Unit4's General Terms of Business or the Service Terms – Success Points.

Word or phrase	Meaning
Change	any variation, extension or reduction to the agreed scope of Success Services.
Change Control Note	a document which includes the details specified in clause 4.6.
Customer Handbook	a document which describes the Unit4 delivery methodology associated with a Project.
Customer Project Team	a team of resources representing the Customer in any Project, including: project sponsor, project manager, functional lead, package leads, data migration lead, IT lead/system admin, super users, data experts and technical resources.
Project	a collection of Success Services however defined in the Delivery Scope Document.