



Appendix A

Unit4 General Terms of Business

Version 1.2

1. INTRODUCTION

1.1. Agreement

The Agreement (incorporating this Appendix A – Unit4 General Terms of Business) governs the purchase by the Customer of any Products and/or Services and it becomes effective and binding on the Parties on the Effective Date. The Customer hereby represents and warrants that it has read all the terms of the Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1.2. Updating Documents

Insofar as it is not incompatible with applicable law, Unit4 may update the Unit4 Terms at its sole discretion from time to time. Customer confirms that by entering into an Agreement with Unit4, it hereby agrees that, subject to the terms of any agreed Deviation Schedule, the latest version of the Unit4 Terms will apply in relation to the Agreement between the Parties. Unit4 shall be obliged to inform Customer of any material changes made to the Unit4 Terms and if either: (i) no such notification is provided; or (ii) Customer objects to the changes in writing within 10 Business Days of the notification, Customer shall not be deemed to have accepted such changes.

1.3. Applicable Schedules

Where the Customer purchases in an Order Form:

- 1.3.1. a Product that is delivered on premises, the additional terms and conditions in Schedule 1 apply;
- 1.3.2. Unit4 Global Cloud Services, the additional terms and conditions in Schedule 2 apply (in the case of Unit4 Managed Cloud and Unit4 SaaS, Section A applies and in the case of the Unit4 Cloud Hosting Service, Section B applies);
- 1.3.3. Professional Services, the additional terms and conditions in Schedule 3 apply; and
- 1.3.4. Third Party Products and/or Third Party Services, the additional terms and conditions in Schedule 4 apply.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In the Agreement capitalised words and phrases have the meanings given to them in Appendix B - Definitions.

2.2. Interpretation

Any reference to the singular will include the plural and vice versa. Words importing natural persons shall include bodies corporate and other legal persons and vice versa. Any particular reference to a gender shall include the other gender. Includes or including means without limitation. The headings are for convenience only and shall not affect the construction of these terms.

2.3. Order of Precedence

In the event of any conflict or inconsistency between the contractual documentation, the following order of precedence shall apply:

- 2.3.1. the Order Form and any documents appended thereto;
- 2.3.2. the Deviation Schedule;
- 2.3.3. Annex A(i) to Appendix A – Unit4 Data Processing Terms;
- 2.3.4. Appendix A – Unit4 General Terms of Business and any Schedules or documents annexed thereto (excluding Annex A(i) – Unit4 Data Processing Terms);
- 2.3.5. (as applicable) Appendices C to H; and
- 2.3.6. the Policy Documentation.

3. FEES AND PAYMENT

3.1. Fees

The Customer shall pay all fees specified in the Order Form. Unless otherwise agreed: (i) fees are calculated in relation to the Products and/or Services purchased for use by a particular number and category of Users (e.g. employee) and/or any such other non-User based metric (e.g. FTE) as specified in the Order Form; and (ii) payment obligations are non-cancellable and fees paid are non-refundable. Additional fees will be payable where the Customer exceeds the Usage Limit or agrees to purchase additional Products (or modules thereof) or Services.

3.2. Annual Renewals and Minimum Terms

Where any Products or Services are payable as an annual subscription basis (for example Unit4 Customer Support, Unit4 Global Cloud Services or Software Subscription Licenses), these Products or Services are taken from the Effective Date and will be chargeable on a pro rata basis from the Effective Date until the first Renewal Date and on such Renewal date and each subsequent anniversary thereof, will be charged for a full year annually in advance. Such annual charges renew automatically each year on the Renewal Date unless the Customer has given sixty (60) calendar days' notice in writing (in advance of the renewal date) of its intention to terminate. Where any charges are subject to a Minimum Term, then the Customer may not be permitted to serve any notice of its intention to terminate that shall be purported to take effect prior to the expiry of the Minimum Term.

3.3. Invoicing and Payment

Unless otherwise agreed and where applicable, Unit4 has the right to raise an invoice:

3.3.1. for any one off payments for Products (whether relating to a Software Term License or otherwise) on the Effective Date; and/or

3.3.2. for any Products or Services payable as an annual subscription in advance (to which a Minimum Term may apply) on the Effective Date or, if the Renewal Date is different to the Effective Date, for the period from the Effective Date until the first agreed Renewal Date and, subsequently on each Renewal Date (including the first agreed Renewal Date); and/or

3.3.3. for Professional Services and associated Expenses monthly in arrears (on a time and materials basis) as consumed; and/or

3.3.4. for any other applicable fees as specified in the relevant Order Form, and

all invoices submitted to the Customer by Unit4 are due and payable within thirty (30) calendar days of the invoice date.

3.4. Indexation Based Increases

In addition to increases in fees for the reasons set out in clause 3.1, any recurring annual fees payable by the Customer will increase on the Renewal Date (such increase on a Renewal Date shall not occur on the first Renewal Date). The increase in any one year will be the annual increase in the Consumer Prices Index (in the country where Unit4 has its registered office) at the point the renewal invoice is raised plus 2%, or 4%, whichever is higher.

3.5. Invoice Procedure

Invoices will be considered validly issued regardless of whether any Customer purchase order has been issued. Further, the internal purchasing procedures of the Customer cannot be used to delay the issuing of invoices in accordance with the terms set out below and failure to issue a purchase order will not negate Unit4's legal rights to collect any sums due and owing under any undisputed invoice. Unit4 will use its reasonable endeavors to comply with any invoice procedure provided by the Customer prior to the Effective Date.

3.6. Overdue Fees

If any amounts invoiced hereunder are not received by Unit4 by the due date, then Unit4 may charge late interest on those amounts from the date such payment was due until the date paid. Late interest will be charged monthly at the rate of 12% per annum, unless Applicable Law

provides that a lower mandatory rate must be charged, in which case the lower mandatory rate will be charged by Unit4. Further, Unit4 may condition future renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above. If Unit4 is required to take action to collect any amount due, then the Customer agrees that the Customer shall pay Unit4 all costs Unit4 incurs in collecting any amounts hereunder, including, but not limited to, reasonable attorneys' fees and costs.

3.7. Suspension of Services for Late Payment

If any amounts invoiced under the Agreement are not received by Unit4 and are thirty (30) calendar days or more overdue, Unit4 may, without limiting its other rights and remedies, automatically and immediately suspend any Unit4 Products and/or Unit4 Services until such amounts are paid in full, provided in all cases Unit4 has given the Customer ten (10) or more calendar days' prior written notice that its account is overdue in accordance with the "Notices" section.

3.8. Payment Disputes

Unit4 shall not exercise its rights under clauses 3.6 or 3.7 (above) to the extent that the Customer is disputing the applicable charges or fees, within the payment period, reasonably and in good-faith and is cooperating diligently to resolve the dispute.

3.9. Taxes

Unless otherwise stated, Unit4's fees do not include Taxes. The Customer is responsible for paying all Taxes associated with its purchases hereunder. If Unit4 has the legal obligation to pay or collect Taxes for which the Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the Customer, unless the Customer provides Unit4 with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Unit4 is solely responsible for Taxes assessable against it based on its income, property and employees.

3.10. Pass Through of Fees on Resale of Third Party Product or Service

Where Unit4 resells a Third Party Product or Service, save as otherwise set out in an Order Form, Unit4 shall be permitted to pass on any increase in fees levied against Unit4 by that Third Party Provider to the Customer.

4. CONFIDENTIALITY

4.1. Protection of Confidential Information

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) and agrees: (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' directors, officers, employees, contractors and agents who need such access for purposes consistent with the Agreement and who are party to confidentiality agreements or similar arrangements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of the Agreement or any Order Form to any third party other than its Affiliates and accountants without the other party's prior written consent.

4.2. Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by Applicable Law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by Applicable Law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5. PROPRIETARY AND USE RIGHTS

5.1. Reservation of Rights in the Unit4 Products and Unit4 Services

Unit4 and its licensors own all rights, title and interest in and to the Unit4 Products, Unit4 Services, Unit4 Documentation and all other Unit4 IPRs. Subject to the limited rights expressly granted in this Agreement, Unit4 reserves all rights, title and interest in and to the Unit4 Product and/or Unit4 Global Cloud Services (in both binary executable code and source code form) including program architecture, design, coding methodology, documentation, screen shots, and “look and feel”, all modifications, updates, enhancements and improvements thereto (even if requested and paid for by the Customer), all goodwill associated therewith and all related IPRs whether current or future. No rights are granted to the Customer hereunder other than as expressly set forth herein. The Customer agrees that any purchases of Unit4 Product and/or Unit4 Global Cloud Service 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.

5.2. Grant of Rights

5.2.1. Software Term License

On the purchase of a Software Term License, the Customer is granted a non-exclusive, non-transferable license to use the Unit4 Product (including any Unit4 Documentation) solely for the internal business purposes of the Customer and its Affiliates for fifteen (15) years from the Effective Date. The grant of a Software Term License is subject always to the Customer's compliance with the terms of the Agreement.

5.2.2. Software Subscription License

On the purchase of a Software Subscription License, the Customer is granted a non-exclusive, non-transferable annual license to use the Unit4 Product (including any Unit4 Documentation) solely for the internal business purposes of the Customer and its Affiliates for the duration of the Minimum Term and any subsequent renewed term. Each annual grant is conditional upon the payment by the Customer of the applicable annual fees and Customer's compliance with the terms of the Agreement.

5.2.3. Global Cloud Services Right of Access

On the purchase of the Unit4 Global Cloud Service, on the Effective Date and each subsequent Renewal Date, the Customer is granted a non-exclusive, non-transferable right to access and use the applicable Unit4 Global Cloud Service (including any Documentation) on an annual basis solely for the internal business purposes of the Customer and its Affiliates for the Minimum Term and any subsequent renewed term. Each annual grant is conditional upon the payment by the Customer of the applicable Global Cloud Service Fees and Customer's compliance with the terms of the Agreement.

5.3. Use of Unit4's Products and Services

The Unit4 Product and/or Unit4 Global Cloud Service (including any Unit4 Documentation) may only be used or accessed by:

- 5.3.1. the Customer, its Affiliates, their respective employees and any sub-contractors for data inputting and reporting for the internal business purposes of the Customer and/or its Affiliates (such sub-contractors being persons acting on behalf of the Customer either under (i) an outsourcing or facilities management arrangement on terms requiring the sub-contractor to comply with the Agreement and notified to Unit4 in advance of any such arrangement; or (ii) a consultancy agreement on terms requiring the sub-contractor to comply with the Agreement); and
- 5.3.2. the Customer, its Affiliates and their respective employees for configuration purposes in the normal course of the respective businesses of the Customer and/or its Affiliates or by the Customer's sub-contractors for configuration purposes where

such sub-contractors are either approved services partners of Unit4 or approved by Unit4 expressly in writing for such purpose; and

- 5.3.3. the Customer's ultimate parent organization and its Affiliates for their own internal business purposes provided the parent organization is an Affiliate of the Customer and that (i) each such organization is not a competitor of Unit4 and (ii) this right shall automatically cease if any such organization ceases to be an Affiliate; and/or
- 5.3.4. any other Users who would reasonably need access to the Unit4 Product and/or Unit4 Global Cloud Service (including any Unit4 Documentation) in order for the stated business purpose or requirement of the Customer, in using the Unit4 Product and/or Unit4 Global Cloud Service, to be fulfilled.

Save as set out in clauses 5.3.1 to 5.3.4 above, the Unit4 Product and/or Unit4 Global Cloud Service (including any Unit4 Documentation) may not be used to provide any business processing services to any third party or be used by any third party (whether a business or individual).

5.4. **Restrictions on use**

The Customer and any party granted a right to use or access Unit4 Product and/or Unit4 Global Cloud Service in accordance with clause 5.2 to 5.4 shall:

- 5.4.1. where the Customer possesses a copy (physical or electronic) of the Unit4 Product, secure and protect the proprietary rights in it and any copies which are made of it;
- 5.4.2. where the Customer possesses a copy (physical or electronic) of the Unit4 Product, ensure that no copies of the Unit4 Product in any form will be given to any third party without the express permission of Unit4 in writing;
- 5.4.3. reproduce any copyright notice on all material related to, or part of, the Unit4 Product on which any such copyright notice is displayed;
- 5.4.4. Not:
 - 5.4.4.1. copy, decompile, disassemble, reverse engineer, frame, mirror or duplicate any part or content of the Unit4 Product;
 - 5.4.4.2. attempt to derive the source code of the Product;
 - 5.4.4.3. access the Unit4 Product to (a) build a competing product or service; or (b) copy any features, functions or graphics;
 - 5.4.4.4. unless specifically permitted to do so in the Agreement, reproduce, distribute, publicly display, sublicense, lease, rent, assign, loan, transfer or otherwise make available the Unit4 Product to a third party;
 - 5.4.4.5. modify, adapt, alter, translate, or create derivative works of the Unit4 Product;
 - 5.4.4.6. merge (together) the Unit4 Product with any other software or service;
 - 5.4.4.7. develop an alternative to the Product that is based on or derived from, in whole or in part, the Unit4 Product or any Unit4 Documentation;
 - 5.4.4.8. use the Product in violation of any import, export, re-export or other applicable laws or regulations;
 - 5.4.4.9. 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 Product;
 - 5.4.4.10. purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under the license to the Unit4 Product without the previous consent in writing of Unit4.

5.5. Escrow

Unit4 will ensure one copy of the source code that comprises the Unit4 Product or underpins the Unit4 Global Cloud Service will be deposited with one (or more) escrow provider (further details are available in Unit4's Escrow Policy) and such source code will be updated from time to time with any new Release. The Customer shall be able to enter into an escrow agreement with the escrow provider and release of source code for the relevant Unit4 Product or Unit4 Service will be available to the Customer in accordance with the applicable escrow agreement.

6. CUSTOMER RESPONSIBILITIES (GENERAL)

6.1. Customer Responsibilities

Unless otherwise stated:

- 6.1.1. the Customer shall provide Unit4 with all information and documentation which may reasonably be requested by Unit4 in order to allow Unit4 to fulfil its obligations;
- 6.1.2. the Customer will ensure that to the extent reasonably necessary any Users of the Unit4 Product and/or Unit4 Global Cloud Service have received adequate training and that the Business Users undertake to carry out their role in relation to the implementation and operation of the Unit4 Product and/or Unit4 Global Cloud Service in line with Good Industry Practice and in accordance with any Unit4 Documentation and reasonable advice given by Unit4 (or its partners, agents or sub-contractors as applicable);
- 6.1.3. the Customer agrees to use the Professional Services of Unit4 and its approved services partners exclusively for (i) Professional Services to be provided as part of a Project by Unit4 (as opposed to Professional Services to be provided as part of a Project by the Customer) during the implementation of the Unit4 Product and/or Unit4 Global Cloud Service and (ii) Professional Services relating to implementation of any new Releases;
- 6.1.4. any transfer of data by the Customer into the database used by the Unit4 Product and/or Unit4 Global Cloud Service must be carried out using the standard interfacing tools supplied with the Unit4 Product and/or Unit4 Global Cloud Service. Without prejudice to Unit4's other rights and remedies under the Agreement, any work carried out by Unit4 arising directly or indirectly from a breach of this clause 6.1.4 shall be charged to the Customer at Unit4's Prevailing Rates;
- 6.1.5. the Customer shall be responsible for connectivity to its network and the Internet including the agreed mechanism for any remote support access;
- 6.1.6. the Customer is responsible for the accuracy of the inputs to and the outputs from the Unit4 Product and/or Unit4 Global Cloud Service used in conjunction with the Unit4 Product, as well as ensuring the parameters of the Unit4 Product are set correctly for the administration, processing of data and calculations in accordance with any legal, accounting or tax requirements;
- 6.1.7. the Customer must ensure that its operating systems and database software (as applicable) are at all times compatible with the Unit4 Product and are not malfunctioning in a way that adversely affects the operation of the Unit4 Product;
- 6.1.8. comply with its responsibilities and obligations in any applicable Unit4 Policy Documentation and under Applicable Law; and
- 6.1.9. the Customer is responsible for ensuring that the necessary equipment and software for the efficient operation of the Unit4 Product and/or Global Cloud Service is procured and ready for the commencement of Professional Services on a date mutually agreed in advance between the parties.

6.2. Unit4 Relief from Performance

If Unit4 is prevented or delayed from performing any of its obligations under the Agreement by reason of any act, default or omission of the Customer its agents or sub-contractors, then Unit4

shall be deemed not to be in breach of any terms of the Agreement which it might otherwise be in breach of as a result of the said act, default or omission.

7. CUSTOMER DATA, PRIVACY AND DATA PROTECTION

7.1. Customer Data

The Customer retains at all times ownership of and all right, title and interest in and to the Customer Data. Subject to the limited rights granted by the Customer in this Agreement, Unit4 acquires no right, title or interest from the Customer or its licensors in or to Customer Data, including any IPRs therein. The Customer will submit the Customer Data in a format approved by Unit4 as compatible for use with the applicable Unit4 Product and/or Unit4 Global Cloud Service. The Customer is solely responsible for the quality, accuracy, reliability, consistency, suitability and legality of its Customer Data and the means by which it acquired the Customer Data and will use all reasonable efforts to update its Customer Data (used in conjunction with the Unit4 Product and/or Unit4 Global Cloud Service) in a timely manner to correct typographical errors, truncation of data, out-of-date information and other inaccuracies.

7.2. Statistical Data Use

Unit4 shall own all Statistical Data and nothing in the Agreement will prevent or limit Unit4 in using or commoditizing the Statistical Data, provided that the use of Statistical Data will not: (i) reveal any Personal Data or Customer specific data to third parties; or (ii) breach Applicable Law.

7.3. Privacy and Data Protection

Each Party will comply with their respective obligations set out in Unit4's Privacy Policy and the Unit4 Data Processing Terms.

8. WARRANTIES AND DISCLAIMER

8.1. General Warranties

Each party warrants that:

- 8.1.1. it has full capacity and authority and all necessary consents to enter into and to perform the Agreement;
- 8.1.2. that the Agreement is executed by a duly authorized representative of each party; and
- 8.1.3. it has validly entered into this Agreement and has the legal power to do.

8.2. Product Functional Warranty

Unit4 warrants that, if used properly by the Customer, the Unit4 Product will perform materially in accordance with the Unit4 Documentation and the Specification on delivery or first access (as applicable).

The Customer acknowledges that the Unit4 Product is standard software and not a bespoke or custom program prepared to meet the Customer's individual requirements (even if Unit4 is aware of such requirements). It is therefore the responsibility of the Customer to ensure that the facilities and functions described in the Unit4 Documentation and by Unit4 in the Order Form meet its requirements. Unit4 and its software partners (as appropriate) shall not be liable for any failure of the Unit4 Product to provide any facility or function not specified in the relevant Unit4 Documentation or by Unit4 in the Order Form.

Unit4 accepts no liability for any failure of the Unit4 Product to provide any facility or function as a result of:

- 8.2.1. a modification to the Unit4 Product code (or Customization) which has not been carried out by Unit4 or its approved software partners or any action which is expressly excluded in the Unit4 Documentation (and any approval shall be at the cost and expense of the Customer);
- 8.2.2. any combination of the Unit4 Product with any software or materials not supplied or approved by Unit4 or its approved software partners;

- 8.2.3. use of the Unit4 Product in a manner for which it was not intended or other than as permitted under the Agreement; or
- 8.2.4. save where the Customer has purchased Unit4 SaaS, where the Customer has failed to install a new Release, Update or apply a Hot Fix which has been released to remedy an error or, save where Unit4 has agreed otherwise in the Order Form, use of any Release which is not the most recent or penultimate Release of the Unit4 Product.

Unit4 does not warrant that the operation of the Unit4 Product will be uninterrupted or error free. The Customer acknowledges that the Unit4 Product will not be error free.

In the event of the Unit4 Product failing to perform in accordance with any of the above warranties, Unit4 shall have no liability or obligation other than to remedy such failure by the provision of Unit4 Customer Support. It is acknowledged by the Customer that the remedies expressed in the Agreement set out the whole extent of Unit4's liability and obligations in respect of any breach of any warranty.

8.3. **Services Warranty**

Unit4 warrants that the Unit4 Services shall:

- 8.3.1. be of a good professional standard;
- 8.3.2. conform to Good Industry Practice; and
- 8.3.3. be provided with reasonable care and skill.

In relation to the Professional Services, the foregoing warranty is subject to Customer notifying Unit4 promptly, and in any event within thirty (30) calendar days of the date of performance of the alleged nonconforming Professional Services, and providing all information and assistance reasonably requested by Unit4 in connection therewith. Upon receiving such timely notice, as Unit4's entire obligation and Customer's sole and exclusive remedy, Unit4 will use commercially reasonable efforts to re-perform or otherwise remedy the nonconformity at no additional charge to Customer.

Further, Unit4 accepts no liability for any failure of the Unit4 Services to provide any facility or function as a result of:

- 8.3.4. a modification to the Unit4 Product code (or Customization) which has not been carried out by Unit4 or its approved software partners or any action which is expressly excluded in the Unit4 Documentation (and any approval shall be at the cost and expense of the Customer);
- 8.3.5. any combination of the Unit4 Product with any software or materials not supplied or approved by Unit4 or its approved software partners;
- 8.3.6. use of the Unit4 Product in a manner for which it was not intended or other than as permitted under the Agreement;
- 8.3.7. save where the Customer has purchased Unit4 SaaS, where the Customer has failed to install a new Release, Update or apply a Hot Fix which has been released to remedy an error or, save where Unit4 has agreed otherwise in the Order Form, use of any Release which is not the most recent or penultimate Release of the Unit4 Product; or
- 8.3.8. incorrect instructions or information from the Customer or the Customer's failure to provide information or documentation.

8.4. **Disclaimer**

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.5. **Customer Responsibility for its Affiliates and Users**

The Customer will ensure the compliance with the terms of this Agreement (including use of the relevant Unit4 Product and Unit4 Services) of any person permitted access to the applicable Unit4 Product and/or Unit4 Global Cloud Service. Customer accepts responsibility and liability for (i) the acts and/or omissions of such persons in relation to any breaches by the Customer of the Agreement; or (ii) direct breach of any obligations under the Agreement by such persons.

9. **MUTUAL INDEMNIFICATION**

9.1. **Indemnification by Unit4**

Unit4 shall defend the Customer, at Unit4's expense, against any claims, demands, suits or proceedings ("**Claims**") made or brought against the Customer by a third party alleging that the use of any Unit4 Product and/or Unit4 Global Cloud Service directly infringes any IPR of a third party or misappropriates such third party's trade secrets. Further, Unit4 shall indemnify and hold the Customer harmless against all costs (including reasonable attorneys' fees) finally awarded against the 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.

Promptly upon receiving notice of a Claim, the Customer shall: (a) give Unit4 prompt written notice of the Claim; (b) give Unit4 sole control of the defense and settlement of the Claim (provided that Unit4 may not settle or defend any claim unless it unconditionally releases the Customer of all liability); and (c) provide to Unit4, at Unit4's cost, all reasonable assistance in the defense or settlement of such Claim. Unit4's indemnification obligation shall be offset or reduced to the extent its ability to defend or settle a claim is jeopardized by the Customer's failure to comply with the preceding sentence.

Unit4 shall have no indemnification obligation for: (i) infringement claims arising from the combination of any Unit4 Product and/or Unit4 Global Cloud Service with any of the Customer's products, services, hardware, data or business processes or use of Unit4 Product and/or Unit4 Global Cloud Service by the Customer other than in accordance with the Agreement; and (ii) for any amendment or modification to the Unit4 Product (including any Customizations) not carried out by Unit4 or one of its approved software partners.

If the Unit4 Product and/or Unit4 Global Cloud Service are held or likely to be held infringing, Unit4 shall have the option, at its expense to (i) replace or modify the Unit4 Product and/or Unit4 Global Cloud Service as appropriate, (ii) obtain a license for the Customer to continue using the Unit4 Product and/or Unit4 Global Cloud Service, (iii) replace the Unit4 Product and/or Unit4 Global Cloud Service with a functionally equivalent service; or (iv) terminate the applicable Unit4 Product and/or Unit4 Global Cloud Service and refund any prepaid fees applicable to the unusable portion of the applicable Unit4 Product and/or Unit4 Global Cloud Service following the effective date of termination.

9.2. **Indemnification by the Customer**

The Customer will indemnify, defend and hold Unit4 harmless from and against any and all claims, demands, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting in whole or in part from:

- 9.2.1. the Customer's, its Affiliates' or their Users' use of the Unit4 Product and/or Services in breach of the terms of the Agreement or for any unlawful purpose;
- 9.2.2. breach of any of Unit4's IPRs;
- 9.2.3. the responsibilities of the Customer (under Applicable Law or the Agreement) in relation to the input, processing, intended or unintended release and/or storage of Customer Data by the Customer, or any claims (whether or not bona fide) by Customer's ultimate end users, their legal representatives or other third parties in connection therewith.

9.3. **Exclusive Remedy**

This “Mutual Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in clauses 9.1 and 9.2 respectively.

10. **LIMITATION OF LIABILITY**

10.1. **Non-excluded Liability**

Nothing in this Agreement, particularly in this clause 10 shall limit or exclude either party’s liability to the extent that such limitation or exclusion is not permitted by Applicable Law, including:

10.1.1. fraud and fraudulent misrepresentation; and

10.1.2. death or personal injury attributable to negligence.

10.2. **Exclusion of Consequential and Related Damages**

SUBJECT TO CLAUSE 10.1, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES (INCLUDING DAMAGE TO GOODWILL, LOSS OR SPOILING OF DATA 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 10.1, IN NO EVENT SHALL UNIT4 BE LIABLE TO THE CUSTOMER FOR ANY LOST PROFITS OR REVENUES OF THE CUSTOMER HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER FORM OF LIABILITY, AND WHETHER OR NOT UNIT4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3. **Liability for Data Protection Indemnity**

Where a data protection indemnity is included in the Unit4 Data Processing Terms, each Party’s respective liability under that indemnity (contained in paragraphs 10.1 to 10.3 of the Unit4 Data Processing Terms) remains unlimited.

10.4. **Limitation of Liability**

SUBJECT TO CLAUSES 10.1 TO 10.3, THE TOTAL AGGREGATE LIABILITY OF UNIT4 UNDER THE AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER FORM OF LIABILITY, SHALL NOT EXCEED (I) THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY OR (II) OR €500,000 (AS MAY BE CONVERTED INTO A LOCAL CURRENCY AT THE TIME OF THE EVENT GIVING RISE TO THE LIABILITY), WHICHEVER IS THE **LOWER**.

11. **TERM AND TERMINATION**

11.1. **Term of Agreement**

The Agreement commences on the Effective Date and shall continue until terminated by either party in accordance with its terms.

11.2. **Termination for Cause**

A party may terminate the Agreement for cause (i) upon thirty (30) calendar days’ written notice to the other party of a material breach if such breach has not been remedied at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Further, Unit4 may terminate the Agreement immediately on written notice, if Customer is in material breach of the terms of the AUP, clause 5 or clause 9.2 whether or not the breach is capable of remedy.

11.3. **Effect of Termination**

Any termination of the Agreement will be without prejudice to the accrued rights and liabilities of either party and shall not automatically terminate any other Agreements made in relation to

other Order Forms. Unit4 shall not be under any obligation to deliver any Unit4 Product and/or Unit4 Service following the effective date of termination of the Agreement.

11.4. **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 shall remain in full force and effect for such period as necessary.

11.5. **Payment for termination within Minimum Term**

Upon any termination for cause by Unit4, Customer shall pay any unpaid fees covering the remainder of the unexpired Term of all Order Forms after the effective date of termination, which the parties agree constitutes a liquidated damages payment. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Unit4 for the period prior to the effective date of termination. This remedy is without prejudice to any other rights or remedies Unit4 may have under the Agreement.

12. **GENERAL PROVISIONS**

12.1. **Audit**

Upon reasonable notice, Unit4 may conduct an audit of a Customer's use of any Unit4 Product and/or Unit4 Global Cloud Service during normal business hours (with the auditor's costs being at Unit4's expense). Use can be actual usage or creation by Customer of a right to use, including the setting up of any User roles within the Unit4 Product and/or Unit4 Global Cloud Service. Customer shall give immediate, full and complete cooperation as requested by Unit4. If an audit reveals underpayments, then Customer will pay to Unit4 such underpayments. If underpayments discovered exceed five (5) percent of the total cost / value of any Unit4 Product and/or Unit4 Global Cloud Service in a relevant Order Form, Customer will reimburse Unit4 for the costs of the audit.

12.2. **Suggestions**

Unit4 shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use and incorporate into its Unit4 Product and/or Unit4 Global Cloud Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including customers end users, relating to the operation of the Unit4 Product and/or Unit4 Global Cloud Service.

12.3. **Export Compliance**

The Unit4 Product and/or Unit4 Services, other Unit4 technology and derivatives thereof may be subject to export laws and regulations of other jurisdictions. Customer agrees that such Unit4 Product and/or Unit4 Services and Third Party Products and/or Third Party Services will not be exported from the country of supply directly or indirectly separately or as part of a system without the Customer at its own cost first complying with all applicable laws and regulations of and obtaining all licenses from its local government department and the United States Department of Commerce and any other appropriate agency. At the Customer's request and expense Unit4 may assist the Customer to apply for such licenses. Further Customer represents that it is not named on any government denied-party list. Customer shall not permit Users to access or use Software Service in a U.S. or EU-embargoed country or in violation of any U.S. or EU export law or regulation.

12.4. **Anti-Bribery and Anti-Corruption**

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other party's employee or agent in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party.

12.5. **Anti-Modern Slavery and Anti-Human Trafficking**

Both parties comply with all Applicable Law relating to both modern slavery and human trafficking. Each party has taken reasonable and commercially appropriate steps to ensure that

there is no modern slavery and human trafficking practices within its business or its supply chains. In relation to Unit4, more information can be found in Unit4's Slavery and Human Trafficking Statement.

12.6. **Agreed Disclosure**

Unit4 reserves the right, following signature of the Agreement, to use the Customer's name and logo to represent the fact that the Customer is a customer of Unit4 both internally and externally (including on Unit4's website or using social media). Further, Customer agrees to allow Unit4 to (i) make a press release and provide sufficient co-operation, such that Unit4 may publish the same within 3 months of the date of the Agreement; and/or (ii) use the Customer's experience to produce a reference case and provide sufficient co-operation such that Unit4 may produce such reference case within three months of the Project go-live date. The wording of any press release and/or reference case will be drafted by Unit4 and mutually agreed with the Customer in advance.

12.7. **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.

12.8. **No Third-Party Beneficiaries**

Where the Customer purchases only Unit4 Products and/or Unit4 Services, there are no third-party beneficiaries to the Agreement. Where Customer purchases Third Party Products and/or Third Party Services, the Third Party Provider may enforce the terms of this Agreement against the Customer as if it were a party hereto. The Parties may amend the terms of the Agreement in accordance with clause 12.17 without the consent of the Third Party Provider.

12.9. **Notices**

Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second Business Day after mailing, (iii) the second Business Day after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the first Business Day after sending by email. Notices and Legal Notices to Unit4 shall be addressed to the attention of its Finance Director at the registered office address given in the Order Form. Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer shall be addressed to Customer and clearly identified as Legal Notices. All other notices to Customer shall be addressed to the relevant Software Service system administrator designated by Customer.

12.10. **Waiver**

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

12.11. **Severability**

If any provision (or part of a provision) of the Agreement is held by a court of competent jurisdiction to be contrary to Applicable Law, the provision (or relevant part thereof) shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by Applicable Law, and the remaining provisions of the Agreement shall remain in effect.

12.12. **Force Majeure**

Neither party will be liable for any delay 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 as a consequence of Force Majeure. The term Force Majeure shall be taken to include force majeure of Unit4's suppliers, the failure to properly fulfil obligations by suppliers which the Customer has instructed Unit4 to use, as well as any defectiveness of Non-Unit4 Applications or third party services which the Customer has instructed Unit4 to use. If a situation of Force Majeure lasts longer than ninety (90) calendar days, the parties shall have the right to terminate the Order Form by giving notice to the other in writing. Any Services or Additional

Services which have been delivered or performed pursuant to the Order Form before the force majeure event may be invoiced by Unit4 and will be payable by the Customer.

12.13. Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of Applicable Law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of the Agreement upon written notice to the assigning party. In the event of such a termination, Unit4 shall refund Customer any prepaid fees covering the remainder of the term of all orders after the effective date of termination. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.14. Dispute Resolution

Should a dispute arise between the parties in relation to the Agreement then prior to pursuing any legal rights the aggrieved party must provide written notification of the problem to a Director (or equivalent position) of the other party. Both parties shall then use all reasonable endeavors to resolve the dispute within fourteen (14) calendar days. Should the problem remain unresolved then the aggrieved party must provide written notification of the problem to the Managing Director (or equivalent position) of the other party. Both parties shall then use all reasonable endeavors to resolve the dispute within a further twenty-one (21) calendar days. Should there still be no resolution in this thirty-five (35) calendar day period then the aggrieved party is entitled to pursue its legal rights.

12.15. Governing Law

The Agreement and any disputes arising out of or related hereto, shall be governed exclusively by the laws of the jurisdiction in which the Unit4 entity, which enters into the Order Form, is registered and any disputes whether contractual or non-contractual shall be subject to the exclusive jurisdiction of the courts of the same jurisdiction.

12.16. Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

12.17. Variation

No modification, amendment, or waiver of any provision of the Agreement shall be effective unless in writing and signed by both parties.

12.18. Counterparts

The Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

12.19. Electronic Signature

Transmission of an executed document (but for the avoidance of doubt not just a signature page) by: (i) fax; or (ii) e-mail (in PDF or other agreed format); or (iii) electronic signature system (i.e. DocuSign) shall take effect as delivery of the relevant document.

Schedule 1

On Premises Specific Terms (if applicable – see clause 1.2)

Delivery

1. Unit4 will make the Product available to the Customer (for example by way of electronic download and release of appropriate license keys) as soon as reasonably possible following signature of an Order Form on the Effective Date.

Use of Product (software)

2. Subject to paragraph 3 below, the Customer is licensed to use the server elements of the applicable Unit4 Product on a single installation at the Installation Address. Customer may not split the usage of the Unit4 Product across multiple server installations unless the parties specifically agree otherwise in the Deviation Schedule.
3. Unless otherwise agreed, Customer is permitted to use the server elements of the applicable Unit4 Software for three environments (including one production environment, one test environment and one development or disaster recovery environment).

Additional Customer Obligations and Responsibilities

4. The Customer is responsible for the safety, security and integrity of its data at all times. This includes, but is not limited to, ensuring that appropriate back-ups are made of all data on a daily basis in accordance with Good Industry Practice and ensuring that the system can be restored to its previous state in the event of problematic maintenance operations on a production environment. Unit4 will provide a restoration service at the Customer's cost provided up-to-date backups are available. Where Unit4 requires assistance from any sub-contractor to the Customer (e.g. an ISP) to carry out such restoration work, the Customer will procure such assistance for Unit4 at no additional charge to Unit4.
5. In the event that any data is at any time corrupted, lost or sufficiently degraded as to be unusable and the Customer has complied with its obligations in paragraph 4 of this Schedule 1 above, then Unit4 shall assist the Customer to recover or restore such data either by using its own internal resource (to the extent of its ability to do so in this field of operation) or by co-operating with a specialist third party data recovery firm used by the Customer, at any additional charge agreed between the parties in advance of any work being carried out.
6. On any termination of the Agreement by Unit4, the Customer will immediately return the Unit4 Product to Unit4, or at Unit4's request destroy the Unit4 Product and all copies of the whole or any part of the Unit4 Product and within seven (7) calendar days certify to Unit4 in writing that it has returned or destroyed the Software, as applicable. Failure by the Customer to affect the return or destruction will entitle Unit4, upon giving reasonable notice, to enter any premises of the Customer to remove or supervise the destruction of the Unit4 Product. In such circumstances, the Customer hereby irrevocably authorizes and licenses Unit4 its employees or agents to enter the Customer's premises for that purpose. The Customer shall be liable for all reasonable costs incurred by Unit4 in connection with the recovery of the Unit4 Product, such costs to be paid on an indemnity basis.

Customer Support

7. Unit4 Customer Support shall be provided from the Effective Date in accordance with the Unit4 Support Terms.

Schedule 2

Unit4 Global Cloud Service Specific Terms (if applicable – see clause 1.2)

SECTION A – Unit4 SaaS and Unit4 Managed Cloud

This section applies only to Unit4 SaaS and Unit4 Managed Cloud, it does not apply to the Unit4 Cloud Hosting Service (see Section B), so any references to the Unit4 Global Cloud Services in this Section A exclude the Unit4 Cloud Hosting Service.

Provision of the Unit4 Global Cloud Service

1. Unit4 shall make the Unit4 Global Cloud Service available to the Customer pursuant to the Agreement for the Term with first access (to an environment to allow the Project to commence) being provided to the Customer as soon as reasonably practicable after the Effective Date.
2. Unit4 shall make the Unit4 Global Cloud Service available in accordance with the applicable SLA and Service Description the applicable Policy Documentation and Applicable Law.
3. Unit4 will retain sole control over the computing platform configuration, technical system requirements, Updates (relating to the Unit4 Global Cloud Service) and the timing thereof.
4. Unit4 Customer Support shall be provided from the Effective Date in accordance with the Unit4 Support Terms.

Renewal of Global Cloud Services

5. The Global Cloud Service shall renew automatically after the Minimum Term for successive periods of one year.

Additional Customer Obligations and Responsibilities

6. Customer shall: (i) be responsible for procuring and maintaining client-side equipment, software and services required to remotely access and use the Unit4 Global Cloud Service, including network connectivity; (ii) be responsible for the functional operation and administration of the application that is provided as part of the Unit4 Global Cloud Service; and (iii) use the Unit4 Global Cloud Service only in accordance with the Agreement, the Policy Documentation (including the AUP) and Applicable Law.

Unit4 Right to Suspend

7. If Unit4 becomes aware of a User's non-compliance with the Agreement, Unit4 may specifically request that Customer suspends the non-compliant Account. If Customer fails to comply with such request within an appropriate period of time (in Unit4's sole opinion), then Unit4 may suspend the applicable Account. The suspension will remain in effect until the applicable User has remedied the breach that caused the suspension. Unit4 also reserves the right to suspend access to the Unit4 Global Cloud Service in the event of a Customer's breach of the AUP or in order to protect the security and integrity of its systems, facilities and equipment. In such event, Unit4 will promptly contact Customer to provide an explanation and coordinate an appropriate resolution.

Notice and Takedown

8. Customer shall behave toward third parties with due care and in a lawful manner, at all times and in all cases, e.g. regarding third party rights such as data protection rights and IPRs. With the aim of avoiding any liability to third parties or limiting the consequences of a liability towards third parties, Unit4 shall at all times be entitled to take measures at its own discretion in relation to an act or omission by or at the risk of Customer, including acts or omissions that infringe or could possibly infringe those third party rights. Unit4 cannot be required to form an opinion on the validity of the claim of third parties or of the Customer's defense, or to become involved in any way in a dispute between Customer and third parties. Customer shall be obliged to remove Customer Data immediately on the first written request of Unit4. If Customer fails to do so, Unit4 shall be entitled to remove the Customer Data or prevent access to Customer Data at its own discretion. In the event of the infringement or imminent infringement of this paragraph 4, Unit4 shall also be entitled to refuse Customer access to Unit4's systems and the Unit4 Global Cloud Service with immediate effect and without prior notice. The foregoing does not affect any other measures or the exercising of other rights by Unit4 in relation to the Customer.

Integration with Non-Unit4 Applications

9. The Unit4 Global Cloud Service may contain standardized features (APIs) designed to interoperate with other Non-Unit4 Applications. To use such features, Customer may be required to obtain access

to such Non-Unit4 Applications from the third party providers of such products. If the provider of any such Non-Unit4 Application ceases to make the Non-Unit4 Application available for interoperation with the corresponding Unit4 Global Cloud Service features on reasonable terms (e.g. uses old integration methods or inadequate security protocols), Unit4 may cease providing such Unit4 Global Cloud Service features without entitling Customer to any refund, credit, or other compensation. If, for reasons reasonably attributable to a provider of a Non-Unit4 Application, it can no longer reasonably be expected for Unit4 to make the Unit4 Global Cloud Service available for interoperation with such Non-Unit4 Application features, Unit4 may cease providing such corresponding Unit4 Global Cloud Service features without entitling Customer to any refund, credit, or other compensation.

Changes to the Unit4 Global Cloud Service Platform

10. Unit4 reserves the right to change the third party provider of the Unit4 Global Cloud Service platform, provided that: (i) Unit4 has given reasonable notice to the Customer of such change; (ii) the jurisdiction in which the 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 Unit4 Global Cloud Service platform provider shall be (in form and content) consistent in all material respects with the previous offering.

Return of Customer Data on Termination

11. On termination of the Agreement and at the Customer's request, Unit4 will make available to the Customer a file containing the last back-up of the Customer Data (taken by Unit4) in the native database format along with attachments in their native format. Customer may also request that such Customer Data is destroyed and Unit4 will comply with this request.
12. Customer must provide Unit4 with at least thirty (30) calendar days' notice in writing (which may be by email or submitted as a Service Request to Unit4 Customer Support) with a request for a return of Customer Data on termination of the Agreement. Otherwise, Customer shall be deemed to have requested destruction of the Customer Data and Unit4 shall thereafter, unless legally prohibited, delete and/or destroy all Customer Data in its systems or otherwise in its possession or under its control.
13. Customer may request a file containing the last back-up of the Customer Data (taken by Unit4) in the native database format along with attachments in their native format at any time during the Term. Customer must provide thirty (30) calendar days' notice in writing (which may be by email or submitted as a Service Request to Unit4 Customer Support) with a request for such a copy of its Customer Data.
14. Unit4 reserves the right to charge Customer on a time and materials basis at Unit4's Prevailing Rates for any work required to deliver any copy of Customer Data not in its native database format.

Transition Out Period before Final Termination

15. Upon termination of the Agreement by Customer, Unit4 shall, provided that it has received a request in writing from the Customer no less than one (1) month prior to the scheduled termination date, continue to provide the Unit4 Global Cloud Service to the Customer pursuant to the terms of the Agreement for a transitional period of up to six (6) months (the "**Transition Out Period**"). Access to the Unit4 Global Cloud Service during the Transition Out Period will be subject to the payment of fees, prorated on a monthly basis and payable in advance, based on the annual fees charged to Customer for the Unit4 Global Cloud Service during the twelve-month period immediately preceding the termination date plus an additional ten percent (10%).
16. During the Transition Out Period, Customer may request that Unit4 supports an orderly transition to another service provider, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Unit4 Global Cloud Service and will be subject to a fee based on a time and materials basis at Unit4's Prevailing Rates, with such services being set out in a separate Order Form.
17. Notwithstanding the foregoing, in the event of termination of the Agreement by Unit4 for breach by Customer, Unit4 may withhold the provision of Transition Out Period services and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for further Transition Out Period services, and (iii) receipt by Unit4 of a certificate from an officer (director) of the Customer certifying ongoing compliance with the terms of the Agreement during the Transition Out Period.

SECTION B – Unit4 Cloud Hosting Service

This section applies only to the Unit4 Cloud Hosting Service.

Delivery

1. Unit4 will make the Product available to the Customer (for example, by way of electronic download and release of appropriate licence keys) as soon as reasonably practical following signature of an Order Form after the Effective Date.
2. Unit4 shall make the Unit4 Cloud Hosting Service available to the Customer pursuant to the Agreement for the Term with first access to an environment to allow the Project to commence being provided to the Customer as soon as reasonably practicable after the Effective Date.
3. Unit4 shall make the Unit4 Cloud Hosting Service available in accordance with the applicable SLA and Service Description the applicable Policy Documentation and Applicable Law.

Use of the Product and Unit4 Cloud Hosting Service

4. Subject to paragraph 5 below, the Customer is licensed to use the server elements of the applicable Unit4 Product on a single installation on the Unit4 Cloud Hosting Service. The Customer may not split the usage of the Unit4 Product across multiple server installations unless the parties specifically agree otherwise in the Deviation Schedule.
5. Unless otherwise agreed, Customer is permitted to use the server elements of the applicable Unit4 Software for three environments (including one production environment, one test environment and one development or disaster recovery environment).
6. Unit4 will retain sole control over the computing platform technical configuration of the infrastructure provided as a service, including the technical system requirements and the timing of infrastructure updates.
7. When using the Unit4 Cloud Hosting Service the Customer is responsible for performance, data integrity (i.e. security of any direct database access), any use of Customisations, tooling and Third Party Products or Services, as well as their impact on performance, reliability and security of the Unit4 Cloud Hosting Service.

Renewal of Unit4 Cloud Hosting

8. The Unit4 Cloud Hosting Service shall renew automatically after the Minimum Term for successive periods of one year.

Additional Customer Obligations and Responsibilities

9. The Customer is responsible for the safety, security, performance and integrity of its Customer Data at all times.
10. In the event that any Customer Data is at any time corrupted, lost or sufficiently degraded so as to be unusable and the Customer has complied with its obligations in paragraph 9 of this Schedule 2 above, then Unit4 shall assist the Customer to recover or restore such data either by using its own internal resource (to the extent of its ability to do so in this field of operation) or by co-operating with a specialist third party data recovery firm used by the Customer, at any additional charge agreed between the parties in advance of any work being carried out.
11. On any termination of the Agreement by Unit4, the Customer will immediately return the Unit4 Product to Unit4, or at Unit4's request destroy the Unit4 Product and all copies of the whole or any part of the Unit4 Product and within seven (7) calendar days certify to Unit4 in writing that it has returned or destroyed the Software, as applicable. Failure by the Customer to affect the return or destruction will entitle Unit4, upon giving reasonable notice, to enter any premises of the Customer to remove or supervise the destruction of the Unit4 Product. In such circumstances, the Customer hereby irrevocably authorises and licenses Unit4, its employees or agents to enter the Customer's premises for that purpose. The Customer shall be liable for all reasonable costs incurred by Unit4 in connection with the recovery of the Unit4 Product, such costs to be paid on an indemnity basis.
12. Customer shall: (i) be responsible for procuring and maintaining client-side equipment, software and services required to remotely access and use the Unit4 Cloud Hosting Service, including network connectivity; (ii) be responsible for the functional operation and administration of the application that is provided as part of the Unit4 Cloud Hosting Service; and (iii) use the Unit4 Cloud Hosting Service

only in accordance with the Agreement, the Policy Documentation (including the AUP) and Applicable Law.

Customer Support

13. Unit4 Customer Support shall be provided from the Effective Date in accordance with the Unit4 Support Terms.

Unit4 Right to Suspend

14. If Unit4 becomes aware of a User's non-compliance with the Agreement, Unit4 may specifically request that Customer suspends the non-compliant Account. If Customer fails to comply with such request within an appropriate period of time (in Unit4's sole opinion), then Unit4 may suspend the applicable Account. The suspension will remain in effect until the applicable User has remedied the breach that caused the suspension. Unit4 also reserves the right to suspend access to the Unit4 Cloud Hosting Service in the event of a Customer's breach of the AUP or in order to protect the security and integrity of its systems, facilities and equipment. In such event, Unit4 will promptly contact Customer to provide an explanation and coordinate an appropriate resolution.

Notice and Takedown

15. Customer shall behave toward third parties with due care and in a lawful manner, at all times and in all cases, e.g. regarding third party rights such as data protection rights and IPRs. With the aim of avoiding any liability to third parties or limiting the consequences of a liability towards third parties, Unit4 shall at all times be entitled to take measures at its own discretion in relation to an act or omission by or at the risk of Customer, including acts or omissions that infringe or could possibly infringe those third party rights. Unit4 cannot be required to form an opinion on the validity of the claim of third parties or of the Customer's defence, or to become involved in any way in a dispute between Customer and third parties. Customer shall be obliged to remove Customer Data immediately on the first written request of Unit4. If Customer fails to do so, Unit4 shall be entitled to remove the Customer Data or prevent access to Customer Data at its own discretion. In the event of the infringement or imminent infringement of this paragraph 4, Unit4 shall also be entitled to refuse Customer access to Unit4's systems and the Unit4 Cloud Hosting Service with immediate effect and without prior notice. The foregoing does not affect any other measures or the exercising of other rights by Unit4 in relation to the Customer.

Integration with Non-Unit4 Applications

16. The Unit4 Cloud Hosting Service may contain standardised features (APIs) designed to interoperate with other Non-Unit4 Applications. To use such features, Customer may be required to obtain access to such Non-Unit4 Applications from the third party providers of such products. If the provider of any such Non-Unit4 Application ceases to make the Non-Unit4 Application available for interoperation with the corresponding Unit4 Cloud Hosting Service features on reasonable terms (e.g. uses old integration methods or inadequate security protocols), Unit4 may cease providing such Unit4 Cloud Hosting Service features without entitling Customer to any refund, credit, or other compensation. If, for reasons reasonably attributable to a provider of a Non-Unit4 Application, it can no longer reasonably be expected for Unit4 to make the Unit4 Cloud Hosting Service available for interoperation with such Non-Unit4 Application features, Unit4 may cease providing such corresponding Unit4 Cloud Hosting Service features without entitling Customer to any refund, credit, or other compensation.

Changes to the Unit4 Cloud Hosting Service Platform

17. Unit4 reserves the right to change the third party provider of the Unit4 Cloud Hosting Service platform, provided that: (i) Unit4 has given reasonable notice to the Customer of such change; (ii) the jurisdiction in which the 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 Unit4 Cloud Hosting Service platform provider shall be (in form and content) consistent in all material respects with the previous offering.

Return of Customer Data on Termination

18. On termination of the Agreement and at the Customer's request, Unit4 will make available to the Customer a file containing the last back-up of the Customer Data (taken by Unit4) in the native database format along with attachments in their native format. Customer may also request that such Customer Data is destroyed and Unit4 will comply with this request.
19. Customer must provide Unit4 with at least thirty (30) calendar days' notice in writing (which may be by email or submitted as a Service Request to Unit4 Customer Support) with a request for a return of Customer Data on termination of the Agreement. Otherwise, Customer shall be deemed to have

requested destruction of the Customer Data and Unit4 shall thereafter, unless legally prohibited, delete and/or destroy all Customer Data in its systems or otherwise in its possession or under its control.

20. Customer may request a file containing the last back-up of the Customer Data (taken by Unit4) in the native database format along with attachments in their native format at any time during the Term. Customer must provide thirty (30) calendar days' notice in writing (which may be by email or submitted as a Service Request to Unit4 Customer Support) with a request for such a copy of its Customer Data.
21. Unit4 reserves the right to charge Customer on a time and materials basis at Unit4's Prevailing Rates for any work required to deliver any copy of Customer Data not in its native database format.

Transition Out Period

22. Upon termination of the Agreement by Customer, Unit4 shall, provided that it has received a request in writing from the Customer no less than one (1) month prior to the scheduled termination date, continue to provide the Unit4 Cloud Hosting Service to the Customer pursuant to the terms of the Agreement for a transitional period of up to six (6) months (the "**Transition Out Period**"). Access to the Unit4 Cloud Hosting Service during the Transition Out Period will be subject to the payment of fees, prorated on a monthly basis and payable in advance, based on the annual fees charged to Customer for the Unit4 Cloud Hosting Service during the twelve-month period immediately preceding the termination date plus an additional ten percent (10%).
23. During the Transition Out Period, Customer may request that Unit4 supports an orderly transition to another service provider, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Unit4 Cloud Hosting Service and will be subject to a fee based on a time and materials basis at Unit4's Prevailing Rates, with such services being set out in a separate Order Form.
24. Notwithstanding the foregoing, in the event of termination of the Agreement by Unit4 for breach by Customer, Unit4 may withhold the provision of Transition Out Period services and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for further Transition Out Period services, and (iii) receipt by Unit4 of a certificate from an officer (director) of the Customer certifying ongoing compliance with the terms of the Agreement during the Transition Out Period.

Schedule 3

Professional Services Terms (if applicable – see clause 1.2)

Availability

1. Customer may request and Unit4 may agree, subject to Unit4's reasonable scheduling and availability, to provide Unit4 Professional Services. Any such Unit4 Professional Services will be provided remotely at Unit4's Prevailing Rates, unless an alternative arrangement is agreed to in writing by the parties and included in the Order Form. Any estimates, timeframes or quotes provided by Unit4 are subject to adjustment based on changes in scope or the required level of effort, delays in Customer making available personnel or performing its responsibilities, the testing and validation process, and other circumstances outside of Unit4's reasonable control.

Working Time

2. Unless otherwise stated, all Unit4 Professional Services will be provided on a time and materials basis on Business Days. A Unit4 Professional Services working day consists of the number of hours set out in Unit4's Working Day Policy (depending on the Territory) and in any case excludes travelling time and lunch. Unit4 may charge the Customer for additional time worked in accordance with the then current Unit4 policy (which will include an uplift for work carried outside the working hours set out above). The minimum chargeable time is one (1) working day.

Location

3. The Customer will permit Unit4's personnel sufficient access to its premises to enable Unit4 to provide the Unit4 Professional Services. When working at the Customer's premises, the Customer shall allow Unit4's personnel to have the use and benefit of a suitable working area and suitable technical equipment. If Unit4 agrees to supply Unit4 Professional Services on an hourly basis, during standard working hours, for example by telephone, the fee shall be the daily rate applicable to the Customer calculated pro rata plus any associated costs.

Expenses

4. Unless otherwise agreed in the Order Form, the Customer agrees to pay all Expenses in accordance with Unit4's then current expenses policy.

Cancellation at short notice

5. If the Customer and Unit4 have agreed to specific dates for delivery of Unit4 Professional Services, and for any reason the Customer cancels or defers the arrangements or the Unit4 Professional Services cannot be provided by Unit4 due to the Customer's actions or failure to act (including but not limited to the Customer failing to meet the pre-requisites specified by Unit4), the Customer agrees to pay: (i) 50% of the relevant fee if the cancellation/deferment takes place between six (6) and ten (10) Business Days prior to the date of delivery of the Unit4 Professional Services and 100% of the fee if the cancellation/deferment (including non-provision of the Unit4 Professional Services) takes place five (5) Business Days or less prior to the date of delivery of the Unit4 Professional Services; and (ii) any costs which Unit4 incurs as a result of the cancellation (for example, travel or accommodation costs). In the event of deferment/cancellation/non-provision of the Unit4 Professional Services due to the acts or omissions of the Customer, Unit4 will use all reasonable endeavors to redeploy the personnel affected and will only charge this fee if it is unable to redeploy such Personnel on other chargeable work.

Standard Industry Implementation

6. Unit4 is the owner of all IPRs in its industry standard processes and template documentation and the Customer is granted a royalty-free, non-exclusive, non-sublicensable (except to Customers' Affiliates) license for the duration of the Term to use and adapt such processes and template documentation free of charge in relation to Projects. In consideration of the grant of such license by Unit4, the Customer hereby assigns by way of future assignment all IPRs in any adaptations of or modifications to the industry standard process and/or template documentation. Where any industry standard process or template documentation is provided to a Customer as part of the sales process, the parties acknowledge that there is an assumption that these will be used as the basis for the provision of the Unit4 Professional Services.

Project IPR

7. Unit4 has the right to perform similar Unit4 Professional Services for third parties, including any competitors of the Customer. Any IPRs which may be created by Unit4 during the provision of Unit4 Professional Services or a Project, including, without limitation, ideas, know-how, techniques, enhancements or modifications to Unit4 Products and/or Unit4 Services, source code or Unit4 Documentation and any software scripts, shall be the property of Unit4. Unit4 retains title and full ownership rights to all such IPRs under any Applicable Law of any jurisdiction; however, the Customer shall be granted a royalty-free, non-exclusive, non-sublicensable (except to Customers' Affiliates), license to use such IPRs for its internal business purposes for the same term as the Customer's license for the Software Products.

User Acceptance Tests for Projects

8. The Customer is responsible for setting and carrying out User Acceptance Tests.

Change Control

9. Unit4 shall provide such additional Unit4 Professional Services and shall make such changes to the Unit4 Professional Services (and consequential pricing or timing issues) as shall be agreed between the Parties in accordance with the change control process (if any) agreed prior to the initiation of any Project.

Sub-contracting

10. Unit4 may sub-contract delivery of the Unit4 Professional Services to one of its approved services partners.

Delivery estimates and Time of delivery

11. Unless otherwise agreed in a Deviation Schedule, any dates or times for delivery of Projects provided by or agreed with Unit4 are estimates and indicative only and time is never 'of the essence' in relation to the delivery of any Unit4 Professional Services. Unit4 will not be liable for any failure to deliver a Project or any agreed deliverables by any specified dates whether agreed before or following any Project initiation.

Statements of Work

12. Where the Parties agree a Statement of Work (or SOW) it will set out: (i) the tasks and deliverables of both Unit4 and the Customer in relation to a particular Project (ii) the charges payable by the Customer to Unit4 for completion of the scope of work comprising the Unit4 tasks and deliverables; and (iii) any assumptions and qualifications made by Unit4 in reaching and agreeing those charges. If changes to the scope of work are required, or changes to the assumptions occur, or any other variations to the SOW are required, the Parties will agree (in good faith) the required amendments to the SOW. Where a change management or change control process is set out in the SOW to manage variations to the SOW, the Parties will follow such process. However, if the Parties are unable to agree the necessary changes to the SOW directly or through change management, Unit4 will be entitled to cease work on the Project and to charge Customer for and recover any costs or expenses incurred up to that date, including those costs and expenses, which are in excess of any charges set out in the SOW.

Schedule 4

Purchases of Third Party Products and Services (if applicable – see clause 1.2)

Purchases of Third Party Products and Services

1. Unit4 will from time to time offer Third Party Products and Services for sale alongside Unit4 Products and Unit4 Services. Further information about such Third Party Products and Services is found in the Third Party Information and Terms Policy. Such Third Party Products and Services are sold either:
 - 1.1. subject to the terms of the Agreement, with all references to “Unit4” in respect of any deliverables or obligations replaced with the relevant Third Party Provider (set out in the Order Form) and (where applicable) all references to: (i) “Unit4 Products” replaced with Third Party Products; (ii) Unit4 Services or Unit4 Global Cloud Service (as applicable) replaced with Third Party Services; (iii) Unit4 Documentation replaced with Third Party Documentation and (iv) all applicable definitions in Appendix B - Definitions are read and construed as if they applied (mutatis mutandis) to the Third Party Products and/or Third Party Services. Any references to “Unit4” in respect of payment shall remain references to Unit4 and any other references shall be construed so as to apply (equally) to both Unit4 and the relevant Third Party Provider. Unit4 hereby agrees to procure that the Third Party Provider delivers the Third Party Products and/or Third Party Services in accordance with the Agreement (as amended as applicable to refer to the Third Party Provider) together with any specific terms and conditions set out in the Order Form that apply to the particular Third Party Products and/or Third Party Services (which for the avoidance of doubt form the Agreement between the Parties). Both Unit4 and the Third Party Provider may enforce the terms of the Agreement against the Customer as if each of them were a party thereto (although the consent of the Third Party Provider is not required for Unit4 and Customer to amend or vary the Agreement) and Unit4 will remain liable for any failure by the Third Party Provider to deliver the Third Party Products and/or Third Party Services in accordance with the Agreement; or
 - 1.2. on Third Party Terms (which for the avoidance of doubt forms the Agreement between the Parties). Unit4 will be entitled to receive payment in accordance with the payment terms. Customer will comply with all the Third Party Terms and both Unit4 and the Third Party Provider may enforce the terms of the Agreement against the Customer as if each of them were a party thereto (although the consent of the Third Party Provider is not required for Unit4 and Customer to amend or vary the Agreement) and Unit4 will remain liable for any failure by the Third Party Provider to deliver the Third Party Products and/or Third Party Services in accordance with the Agreement.
 - 1.3. Unit4 warrants that, where applicable, it has the right to sub-license or grant access to (as applicable) any part of the Third Party Products and/or Third Party Services which it is sub-licensing or granting access to (as applicable) to the Customer or (as appropriate) the right to distribute any Third Party Products and/or Third Party Services which it is providing to the Customer.