

Index of Supplier Terms

1. General Terms of Business
2. Service Terms - SaaS
3. Service Terms - Success Services
4. Service Terms - Success Points
5. Service Terms - S4U Essentials
6. Service Terms - S4U Professional
7. Service Terms - Success4U Essentials for S2C
8. Service Terms - Support 4U (SaaS)
9. Service Terms - AI Features
10. Data Processing Policy
11. Details of Processing
12. Security Measures
13. Subprocessors
14. FTE Calculation
15. Additional Terms of Use for Avalara VAT Reporting (Third Party Service)
16. Additional Terms of Use for GCON4 Services (Third Party Service)
17. Additional Terms of Use for Heycentric (Third Party Service)
18. Additional Terms of Use for GrantsNow (Third Party Service)
19. Additional Terms of Use for Proactis (Third Party Service)

1. FORMATION AND APPLICABLE TERMS

1.1. Applicable Terms

The Agreement between Customer and Unit4 is governed by the following (in descending order of priority):

- 1.1.1. the Sales Order;
- 1.1.2. the Unit4 General Terms of Business (this document);
- 1.1.3. the relevant Service Terms and Product Specifications;
- 1.1.4. the Delivery Scope Document (if applicable); and
- 1.1.5. the Policies.

1.2. Definitions

In the Agreement, capitalised words and phrases have the meanings given to them in the Definitions section of each document.

2. EFFECTIVE DATE AND TERM

2.1. Effective Date and Duration

The Agreement will commence on the Effective Date. The Agreement will continue until all Services have either expired or been terminated in accordance with clause 10.

2.2. Renewal and expiry

Unless otherwise stated in the Sales Order, Services provided on a subscription basis will continue for the duration of the Minimum Term and will then automatically renew on expiry of the Minimum Term for successive recurring terms of three (3) years each (each a **Renewal Term**), unless and until terminated in accordance with the Agreement.

3. GENERAL OBLIGATIONS

3.1. Provision of Services

Unit4 shall provide the Services, in all material respects, as set out in the applicable Service Terms and Product Specifications and Delivery Scope Document (if applicable) and shall perform the Services with reasonable care and skill.

Unit4 shall comply with Law in providing the Service and will not be obliged to provide any Service where it would be in breach of Law. Unit4 shall not be obliged to ensure that any Service permits Customer's compliance with Law.

3.2. Co-operation

Customer shall co-operate promptly with Unit4 and its Personnel to assist Unit4 in fulfilling its obligations and exercising its rights under the Agreement, including:

- 3.2.1. ensuring that all (if any) relevant Customer Material is accurate in all material respects and (i) is delivered to Unit4 promptly upon Unit4's reasonable request, within sufficient time to enable Unit4 to provide the relevant Service and (ii) is provided in a format approved by Unit4 and compatible for use with the applicable Service;
- 3.2.2. providing Unit4 and its Personnel with all access (including to systems, data, databases, and passwords) as is necessary to enable Unit4 to provide the relevant Service; and
- 3.2.3. obtaining and maintaining all necessary licences and consents and compliance with Law in connection with the Agreement.

3.3. Use of Services

Customer shall only use the Services in accordance with Law and the Agreement (save as otherwise permitted in writing by Unit4). Services may be Used by Affiliates of Customer. The terms of the Agreement will apply to Customer's Affiliates as if they were a signatory to it and Customer shall be responsible for Affiliates' use of the Services. Any rights of Affiliates to use or access the Service will terminate automatically on ceasing to be an Affiliate.

4. CHARGES AND PAYMENT

4.1. Charges

The Charges applicable to the Services will be as specified in the Sales Order, or (failing that) will be calculated in accordance with the applicable Prevailing Rates. Prevailing Rates will be applied automatically without notice at the expiry of the initial Minimum Term. Subscriptions for additional Services may be added at any time during the Term at Unit4's Prevailing Rates, prorated based on the number of complete days remaining in the Minimum Term or Renewal Term (as applicable). Any new subscriptions added will and can only terminate on the same date as the Customer's existing subscriptions.

4.2. Timing for Payment of Charges

Unless otherwise stated, Charges for (i) Services provided on a subscription basis are invoiced annually in advance commencing on the Subscription Start Date; (ii) Services provided on a time and materials basis are invoiced monthly in arrears; and (iii) Charges for fixed price Services will be invoiced on the Effective Date of the Sales Order for such Services.

4.3. Indexation Based Increases

Unit4 may increase the Charges applicable to Services annually (to include all items listed in a Sales Order) by the Indexation Rate and apply such increases automatically without Notice to Customer. No Unit4 Charges will be varied during the first year following the Subscription Start Date.

4.4. Invoice Procedures

Invoices may be validly issued where produced and sent electronically irrespective of whether any Customer purchase order has been issued.

4.5. Standard Payment Terms

Any Charges will be paid in full and cleared funds by the Due Date and without

deduction, withholding or set off, except only to such extent as is required by Law.

4.6. Late Payment

If any Charges are not paid by the Due Date, Unit4 may, without prejudice to any other right or remedy it may have under the Agreement, take all or any of the following steps:

- 4.6.1. withhold any sum owed by Unit4 or any of its Affiliates to Customer or its Affiliates under any agreement;
- 4.6.2. invoice Customer for any discount that has been applied by Unit4 under the Agreement; and
- 4.6.3. charge interest on the unpaid sum from the Due Date at an annual rate of 12% per annum unless a lower rate is required by Law, accruing on a daily basis and being compounded quarterly until payment is made.

Unit4 will not enforce this clause 4.6 where Customer has raised a valid dispute before the Due Date, is acting reasonably and in good faith and is cooperating diligently with Unit4. If Unit4 is required to take action to collect any Charges, then Customer agrees that Customer will pay Unit4 all costs Unit4 incurs in collecting any Charges, including reasonable attorneys' fees and costs.

4.7. Taxes

The Charges specified in the Sales Order for the provision of Services by Unit4 do not include value added tax and/or other sales tax, which will be payable by Customer at the rate required by Law.

4.8. FX Based Increases

Unit4 will invoice in the currency specified in the Sales Order. Unit4 reserves the right to increase the Charges applicable to Services annually (to include all items listed in a Sales Order) and apply such increases automatically to meet any costs in processing foreign currency payments and to mitigate against fluctuations in exchange rates.

5. INTELLECTUAL PROPERTY

5.1. Existing IPRs

Unit4 (or, where applicable, the Third Party Provider) will own all IPRs in and associated with any Unit4 Material (including, for example, the format of reports whether standard or customised). The provision of any Unit4 Material to Customer does not constitute the transfer to Customer of any of those IPRs, or (other than permitted by any express licence granted under the Agreement) the grant of any permission to use any of them. All IPRs in and associated with any Customer Material are owned exclusively by Customer. The provision of any Customer Material to Unit4 does not constitute the transfer to Unit4 of any of those IPRs, or (other than permitted by any express licence granted under the Agreement) the grant of any permission to use any of them. Customer Material entered into the Services, including the output data, remains the exclusive property of the Customer.

5.2. New IPRs

Unit4 (or, where applicable, the Third Party Provider) will own any IPRs that come into existence after the Effective Date as a direct or indirect result of the creation of any Unit4 Material by Unit4 and/or its provision by Unit4 to Customer, and/or the performance by Unit4 of any other obligation under the Agreement. Customer shall promptly take any step and/or execute any document that is reasonably requested by Unit4 to give effect to this clause 5.2.

5.3. Safeguarding of IPRs

To safeguard the IPRs referred to in clauses 5.1 and 5.2 Customer shall:

- 5.3.1. notify Unit4 immediately if it becomes aware of any unauthorised use of any Unit4 Material by any third party, and give Unit4 (at Unit4's reasonable expense) any assistance in connection with that use as Unit4 may reasonably request; and
- 5.3.2. not by any act or omission jeopardise the validity or enforceability of any of Unit4 IPRs.

5.4. Licence to use Customer Material

Customer grants to Unit4 throughout the Term a non-exclusive irrevocable, royalty-free licence to use and reproduce Customer Material for the purpose of providing the Services to Customer, exercising its rights and performing its obligations under the Agreement. Customer warrants to Unit4 that its exercise of that licence will not infringe or contravene any Law or third party rights.

5.5. Indemnification by Unit4

Unit4 shall defend Customer, at Unit4's expense, against any Claims made or brought against Customer by a third party alleging that the use of any Services directly infringes any IPRs of a third party. Further, Unit4 shall indemnify and hold Customer harmless against all costs (including reasonable attorneys' fees) finally awarded against 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.

Unit4 will have no indemnification obligation for: (i) Claims arising from the combination of any Services with any other products, services, hardware, data or business processes or use of Services by Customer other than in accordance with the Agreement; and (ii) for any amendment or modification to the Services not carried out by Unit4 or one of its approved partners.

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

5.6. Exclusive Remedy

To the fullest extent permitted by Law, clause 5.5 will constitute the sole and exclusive remedy available to Customer in relation to any Claim by a third party alleging that use of any Services directly infringes any IPRs of a third party.

6. THIRD PARTY ARRANGEMENTS

6.1. Third Party Services

If the Sales Order includes Third Party Services, the Third Party Services shall be provided on the same terms as the Services unless stated otherwise on www.unit4.com/terms. Customer accepts to be bound by these terms or any third party terms (as applicable) for the provision of Third Party Services. Both Unit4 and the Third Party Provider may enforce the terms of the Agreement in respect of the Third Party Services against Customer and Unit4 will be liable for any failure by the Third Party Provider to deliver the Third Party Services in accordance with the Agreement. Except as otherwise set out in a Sales Order, Customer is responsible for payment of any variations in the Charges to Third Party Services.

6.2. Use of Third Parties by Customer

Where Customer engages a third party to provide professional services in connection with the Services: (i) Unit4 may increase the Charges payable by the Customer to compensate Unit4 for any additional effort required by Unit4 caused by such third party; and (ii) Unit4 shall have no responsibility for the performance or quality of the services provided by such third parties.

6.3. Authorised Resellers

If Customer procures the Services from an Authorised Reseller rather than directly from Unit4, clause 4 shall not apply and Customer's payment obligations will be governed by the terms of the Reseller Agreement. Customer may not transfer the administration of the Services subscription to any other party without the prior written consent of Unit4. Unit4 may suspend and/or terminate Customer's right to use the Services if: (i) the Customer does not comply with the terms of this clause 6.3, (ii) the Authorised Reseller does not pay the Charges for the Services to Unit4; or (iii) the Authorised Reseller terminates the agreement with Unit4 for the Services procured by Customer.

7. DATA, PRIVACY AND DATA PROTECTION

7.1. Analytics

Unit4 will be entitled to use any data processed by the Services to produce Analytics and to improve and/or enhance Unit4 Services (or other offerings). Analytics that are made available to a third party will not identify Customer and will not contain any Confidential Information belonging to Customer or Personal Data in relation to which Customer is a Controller. The terms "Personal Data" and "Controller" have the meanings given to them in Unit4's Data Processing Policy.

7.2. Privacy and Data Protection

Each Party shall comply with their respective obligations set out in Unit4's Data Processing Policy.

8. CONFIDENTIALITY

Each Party agrees not to use any Confidential Information belonging to the other Party for any purpose outside the scope of the Agreement and to limit access to Confidential Information to those of its and its Affiliates' directors, officers, employees, contractors and agents who need such access for the purpose of the Agreement. Either Party may disclose Confidential Information if it is compelled by Law to do so, provided it gives the other Party prior Notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance to contest the disclosure. Each Party's confidentiality obligations in this clause 8 will continue for the duration of the Agreement and for a period of three (3) years following any termination of the Agreement.

9. LIMITATION OF LIABILITY

9.1. Applicability

Except for any specific limitations of liability contained elsewhere in the Agreement, this clause 9 sets out the entire aggregate liability of each of the Parties in respect of any Default by it or on its behalf **AND THE ATTENTION OF CUSTOMER IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 9.**

9.2. Non-excluded Liability

Nothing in this Agreement, particularly in this clause 9, limits or excludes:

- 9.2.1. either Party's liability for fraud or fraudulent misrepresentation;
- 9.2.2. either Party's liability for death or personal injury attributable to negligence;
- 9.2.3. either Party's liability to the extent that such limitation or exclusion is not permitted by Law;
- 9.2.4. Customer's liability for payment of undisputed and properly due Charges;
- 9.2.5. either Party's liability under clause 8 unless such liability arises from the Processing of any Personal Data under this Agreement; and
- 9.2.6. Unit4's liabilities under clause 5.5.

9.3. Exclusion of Indirect, consequential and other Damages

Subject to clause 9.2, neither Party will be liable to the other Party for any: indirect, special, incidental or consequential loss or damage; cover or punitive damages; damage to goodwill; loss or spoiling of data; and/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 9.2, Unit4 will not be liable to Customer for any lost profits or revenues of Customer however caused, whether in contract, tort or under any other form of liability, and whether or not advised of the possibility of such damages.

9.4. Limitation of Liability

The entire liability of Unit4 under the Agreement in respect of any Default will in no event exceed an amount equal to the aggregate of the Charges paid by Customer to Unit4 under the Agreement in relation to the specific Service to which any Claim relates in the 12 months preceding the date of Default. In addition, Unit4's liability will be further limited to Losses sustained by the Customer only as a direct result of the Default.

9.5. Related Exclusions

Unit4 will have no liability for a Default arising out of or connected with:

- 9.5.1. the use of any Unit4 Material for a purpose not specified in or otherwise contemplated by the Agreement;
- 9.5.2. the use of any Unit4 Material with any hardware, software, application or other service not approved by Unit4;
- 9.5.3. any modification to any Unit4 Material that is not made by Unit4 or a person acting on the express instructions of Unit4;
- 9.5.4. any unapproved, negligent or reckless acts or omissions of Customer, its Affiliates or its employees or agents in connection with the Agreement; or
- 9.5.5. any act or omission by any third party engaged by Customer.

9.6. Claims

Unit4 will have no liability to Customer in respect of any Loss arising from any Default unless Customer has served Notice of its Claim for those Losses on Unit4 within 24 (twenty-four) months after the date on which the Claim arose.

9.7. Exclusion of Implied Terms

Except as expressly provided in the Agreement, Unit4 excludes to the fullest extent permissible by Law all Implied Terms. Customer accepts responsibility for its selection of the Services and acknowledges that the any application provided as part of the Service is a standard commercial off the shelf application and not a bespoke or custom application prepared to meet Customer's individual requirements (even if Unit4 is aware of such requirements).

9.8. Cumulative Defaults

If multiple Defaults occur that together result in or contribute substantially to the same Loss suffered, they will be deemed to constitute one Default for the purposes of any Claim by Customer.

9.9. Separate Limitations

Each term of this clause 9 is to be construed as a separate limitation or other provision and shall remain in force notwithstanding expiry or termination of the Agreement.

10. TERMINATION AND SUSPENSION

10.1. Termination for breach

Either Party may terminate the Agreement by serving Notice of termination to the other Party if the other Party:

- 10.1.1. is in material breach of its obligations under the Agreement, and the breach is not capable of remedy; or
- 10.1.2. is in material breach of its obligations under the Agreement that is capable of remedy and has not remedied it within 30 (thirty) days after it has received Notice of such breach.

10.2. Breaches that are capable of remedy

A breach by either Party of any of its obligations under the Agreement will be considered capable of remedy if that Party can perform the obligation in all respects other than as to time of performance.

10.3. Termination for an Insolvency Event

Either Party may terminate the Agreement by serving Notice on the other Party if the other Party: (i) becomes the subject of insolvency proceedings or any other proceeding relating, or analogous, to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (ii) goes into administration or an analogous arrangement; or (iii) becomes unable to pay its debts as they fall due.

10.4. Termination on Notice at a renewal date

Either Party may terminate the Agreement by giving at least 60 (sixty) calendar days' Notice in writing, provided that termination will only be effective at the end of the Minimum Term or subsequent Renewal Term. Unless specified otherwise by Unit4, Customer shall provide Notice to Unit4 via the form on Community4U [here](#).

10.5. Suspension

In the event of any actual or threatened Default by Customer in relation to the Agreement or any other contract between the Parties, Unit4 will be entitled to suspend the performance of all or any of its obligations under the Agreement and any other contract between the Parties until the actual or threatened Default (if remediable) has been remedied.

10.6. Effect of Termination

Any termination of the Agreement is without prejudice to the accrued rights and liabilities of either Party and will not automatically terminate any other agreements made in relation to other Sales Orders. Unit4 will not be under any obligation to deliver any Services following the effective date of termination of the Agreement.

10.7. 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 will remain in full force and effect for such period as necessary.

10.8. No Partial Terminations

Customer is not permitted to cancel or terminate part of any Service which is provided on a subscription basis (such as reducing Authorised User numbers during any Minimum Term or Renewal Term or cancelling one subscription Service while

retaining others).

10.9. Payment of outstanding Charges within Minimum Term

Upon any termination by Unit4 in accordance with clause 10.1, Customer will be liable to Unit4 for any Charges set out in a Sales Order that have not yet been invoiced and cover the remainder of the Minimum Term or current Renewal Term (as applicable), after the effective date of termination. This remedy is without prejudice to any other rights or remedies Unit4 may have under the Agreement.

11. AUDIT

Upon reasonable notice and no more than once a year, Unit4 (or a third-party auditor instructed on Unit4's behalf) may conduct an audit of Customer's Use of any Services. Customer shall give prompt and full cooperation and provide all requested data and information to verify compliance with the terms of the Agreement. Customer shall respond to any request for information promptly, but no later than 14 (fourteen) days following such request. If the output of any audit reveals Use which exceeds the quantity of Authorised Users, Customer will be liable to Unit4 for any underpayments that result from non-compliance for the entire period of non-compliance. The pricing for such payments will be based on Unit4's Prevailing Rates at the date of audit and Unit4 will be entitled to issue an invoice for such Charges.

12. PUBLICITY AND AGREED DISCLOSURE

Unit4 may, following the Effective Date, use Customer's name and logo to represent the fact that Customer is a customer of Unit4. If requested by Unit4, Customer shall cooperate with Unit4 to produce a press release to be published within 3 (three) months of the Effective Date and, where requested, enable Unit4 to produce a reference case within 3 (three) months of any project go-live.

13. TRANSFER, ASSIGNMENT AND SUBCONTRACTING

Save as permitted in the Service Terms or Product Specifications, Customer may not transfer, assign, charge, sub-license or sub-contract any of its rights or obligations under the Agreement, in whole or in part, without the prior written consent of Unit4. Unit4 may transfer, assign, charge, sub-license or sub-contract any of its rights or obligations under the Agreement, in whole or in part.

14. NOTICES

All Notices under this Agreement must be in writing and Notices to Unit4 must be addressed to the attention of its Finance Director, with a copy sent by email to LegalNotices@Unit4.com. Notices must be sent by next working day delivery service to the Party's address specified in the Sales Order, or as otherwise notified in writing to the other Party. Any Notices will be deemed to have been received on the second Business Day after mailing. This clause does not apply to the service of any proceedings or other documents in any legal action.

15. GENERAL PROVISIONS

15.1. Service Changes and Substitutions

Unit4 may at any time make any change to any Service that is necessary to comply with Law, or that does not materially affect the nature or quality of the Service.

Unit4 may substitute any Service with another product or service (as the case may be) that is materially similar to it in terms of performance and/or functionality. Unit4 will not require Customer to pay additional Charges for the substituted Service.

15.2. Indemnity Process

Where one Party ("Indemnifying Party") has agreed to indemnify the other Party ("Indemnified Party"), then upon receiving Notice of a Claim, the Indemnified Party must: (i) give Indemnifying Party prompt written Notice of the Claim; (ii) give Indemnifying Party sole control of the defence and settlement of the Claim (provided that Indemnifying Party may not settle or defend any claim unless it unconditionally releases the Indemnified Party of all liability); and (iii) provide to Indemnifying Party, at Indemnifying Party's cost, all reasonable assistance in the defence or settlement of such Claim. Indemnifying Party's indemnification obligation will be offset or reduced to the extent its ability to defend or settle a claim is jeopardised by the Indemnified Party's failure to comply with this clause 15.2.

15.3. Export Compliance

The Services are provided subject to laws and regulations that may prohibit or restrict access by certain persons or from certain countries or territories, including but not limited to sanctions, embargoes and export restraints. The Services may be subject to Export Control Laws. Customer will not directly or indirectly, export, re-export, or release, or make the Services accessible from, any country or jurisdiction, or to any person to which export, re-export, or release is prohibited by applicable Export Control Laws. Customer will comply with all applicable Export Control Laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the jurisdiction in which the Customer is located as set forth in Unit4's systems

15.4. 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.

15.5. Renewal Pricing

The Parties acknowledge that following the expiry or termination of the Agreement, the charges for any future agreement will be based on an amount that is no less than the Charges for the final year of this Agreement plus the Consumer Prices Index or equivalent index (as published by a recognised Authority in the Territory) plus 4%.

15.6. No Third-Party Beneficiaries

Where Customer purchases only Unit4 Services, there are no third-party beneficiaries to the Agreement. In particular, Customer Affiliates cannot bring Claims directly against Unit4. Where Customer purchases Third Party Services, the Third Party Provider may enforce the terms of this Agreement against Customer as if it were a Party to this Agreement. The Parties may amend the terms of the Agreement in accordance with clause 15.1415.14 without the consent of the Third Party Unit4 General Terms of Business v 3.5 January 2026 (EN)

Provider.

15.7. Waiver

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

15.8. Severability

If any provision (or part of a provision) of the Agreement is or becomes illegal, invalid or unenforceable, the legality validity and enforceability of any other provision of the Agreement will not be affected and the provision (or relevant part) will apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

15.9. Force Majeure

Neither Party will be liable for any delay or failure 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 because of Force Majeure. The term Force Majeure includes force majeure of Unit4's suppliers, the failure to properly fulfil obligations by suppliers which Customer has instructed Unit4 to use, as well as any defect in any third party services which Customer has instructed Unit4 to use. If a situation of Force Majeure lasts longer than 90 (ninety) calendar days, either Party will have the right to terminate a Sales Order by giving Notice to the other in accordance with clause 14 (Notices). Any Services which have been delivered or performed by Unit4 before the force majeure event may be invoiced by Unit4 and will be payable by Customer.

15.10. Non-Solicitation

During the term of the Agreement and for 6 (six) months after its expiry or termination, the Parties must not, without the prior written consent of the other Party, employ or solicit for employment, or solicit to provide services, whether as an employee, independent contractor or consultant, any employee; independent contractor; or consultant of the other Party. Nothing in this clause will prevent either Party from hiring an employee of the other Party resulting from an individual responding directly to a genuine recruitment advertisement, either through a recruitment agency or a public advertisement.

15.11. Governing Law

The Agreement is governed exclusively by the laws of the jurisdiction in which the Unit4 entity, which enters into the Sales Order is registered and any disputes, whether contractual or non-contractual, arising out of or in connection with the Agreement, are subject to the exclusive jurisdiction of the courts of the same jurisdiction.

15.12. Entire Agreement

The Agreement constitutes the entire agreement between the Parties and supersedes all other agreements, proposals or representations, written or oral, concerning its subject matter. Customer acknowledges that any purchases of Services 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.

15.13. Interpretation

References to the singular includes the plural and vice versa. Words importing natural persons include bodies corporate and other legal persons and vice versa. Includes or including means without limitation. The headings are for convenience only and do not affect the construction of these terms.

15.14. Variation

Unit4 may update the Service Terms, Product Specifications and Policies from time to time and any such changes will apply from their date of publication provided that any such change either: (i) does not materially degrade the Services; or (ii) is required to comply with Law. Otherwise, no modification, amendment, or waiver of any provision of the Agreement is effective unless in writing and signed by both Parties.

15.15. Counterparts

The Agreement may be executed in counterparts, which taken together will form one agreement.

15.16. Electronic Signature

Sending an executed document (but for the avoidance of doubt not just a signature page) by: (i) e-mail (in PDF or other agreed format) to the correct address; or (ii) electronic signature system (e.g. DocuSign) will take effect as delivery of the relevant document.

16. DEFINITIONS

In the Agreement, the following words and phrases have the following meanings:

Affiliate	(as to any entity) any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership or the ability to exercise that control over more than 50% of the voting interests of the subject entity.
Agreement	the legally binding terms and conditions agreed between Unit4 and Customer in relation to the provision by Unit4 of Services to Customer.
Analytics	statistical analyses, insights, market data and predictive models to assist development of Unit4 Services and third party products or services designed for use with them.
Authorised Reseller	a reseller or other third party authorised by Unit4 to resell Unit4's Services to Customers.

Authorised Users	Users or units of the relevant Volume Metric permitted to Use the Service as set out in the Sales Order.		
Authority	any governmental (local, regional, national or supra-national), judicial, arbitral, regulatory or other authority of competent jurisdiction.		
Business Day	any day excluding weekends, bank holidays or other public holidays in the Territory.		
Charges	amounts payable by Customer to Unit4 in connection with the Agreement.	Law	all laws, statutes and regulations in force from time to time applicable to that Party.
Claim	a claim, demand, suit or proceedings of any type.	Loss	all losses, costs, expenses, damages, indemnities, penalties, fines, judgments, demands, fees, injuries/depletions and liabilities (including damages or compensation paid on legal advice to compromise or settle any Claim, and reasonable legal costs or expenses).
Confidential Information	all confidential information disclosed by either Party (" Disclosing Party ") to the other Party (" Receiving Party "), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party (including its directors, officers, employees, contractors or agents) prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.	Minimum Term	in relation to Services provided by Unit4 on a subscription basis, a minimum term for which Customer commits to the purchase of the applicable Service. Unless otherwise stated in the Sales Order, the Minimum Term shall be three years commencing on the Subscription Start Date.
Customer	the party identified as such in the Sales Order.	Notice	notices, demands, requests, consents and other communications.
Customer Material	documentation, IPRs, materials, data and other information supplied by Customer to Unit4 in relation to the provision or receipt of any Service.	Party	each of the Parties to the Agreement and the term "Parties" will be construed accordingly (as referring to both of them).
Data Processing Policy	Unit4's data processing policy available at www.unit4.com/terms .	Personnel	any persons employed or engaged by Unit4 or Customer (as appropriate).
Default	any breach of any obligation or warranty under the Agreement, or any misrepresentation, mis-statement or tortious act or omission (including negligence) arising under or in connection with the Agreement, or the occurrence of any event or series of events which gives rise to an obligation under the Agreement on a Party to indemnify the other Party.	Policies	Unit4's or any of its suppliers' documentation and information containing policies and/or procedures relating to the Services as may be updated from time to time and made available at www.unit4.com/terms .
Delivery Scope Document	a document that specifies the Success Services that will be delivered by Unit4 and which is incorporated into the Sales Order, which may also be described as a statement of work.	Prevailing Rates	Unit4's prevailing rates for a Service in the relevant market from time to time.
Documentation	the online data sheets and documentation made available by Unit4 which describe the Service and contain instructions for Use of the Service, as updated from time to time.	Product Specification	in respect of any Unit4 Service or Third Party Service, the description of such application or Service available at www.unit4.com/terms or www.unit4.com/service-descriptions .
Due Date	the day which is 30 (thirty) days after the date of the relevant Unit4 invoice;	Reseller Agreement	an agreement between Customer and an Authorised Reseller for the purchase of Unit4's Services.
Effective Date	unless otherwise agreed, the date that the last Party signs a Sales Order.	Sales Order	any sales order form or other sales ordering document (including Delivery Scope Document, quote or other document) executed by an authorised signatory of each Party for the provision of Services.
Export Control Laws	export control laws and regulations of the E.U., U.S. and other foreign governments, as well as regulations and sanctions declared by such governments, including the U.S. Department of the Treasury Office of Foreign Assets Control, the U.S. Department of Commerce, the Council of the E.U. and their counterparts under applicable law, including all end user, end use and destination restrictions.	SaaS	software-as-service.
Force Majeure	circumstances beyond a Party's reasonable control, whether or not foreseeable, where such Party can demonstrate it has suffered a significant and unavoidable interruption or delay including but not limited to war, terrorism, epidemic, interruption of electricity, internet, means of telecommunication and strikes.	Services	(as applicable) any products or services provided by Unit4 or any Third Party Providers as described in the relevant Service Terms or Service Descriptions, including SaaS and Success Services.
Implied Terms	all clauses, warranties and other terms (including customer purchase terms provided before or after the Effective Date) which are not set out in the Agreement and might have effect between the Parties or be implied or incorporated into the Agreement or any collateral contract whether by trade, custom, course of dealing, Law or otherwise, including any implied clauses, warranties or other terms as to satisfactory quality or fitness for purpose or that any Unit4 Material will be accurate or complete or that the use of any Unit4 Material will be uninterrupted or error-free.	Service Terms	in respect of any Service, the terms applicable to that specific Service available at: www.unit4.com/terms .
Indexation Rate	(i) the Consumer Prices Index or equivalent index (as published by a recognised Authority in the Territory) plus 4% or (ii) 5%, whichever is higher.	Success Services	pre-defined Service either designed to achieve a described outcome or for a specified duration, and may include implementation services, consultancy, project management, training and other related services.
IPRs	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks (or trademarks) and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and	Subscription Start Date	the date specified in a Sales Order that the charging period for any recurring subscription Service commences and in the absence of any such date being specified in the Sales Order, the Subscription State Date is the first day of the month following the Effective Date.
		Term	the term of the Agreement.
		Territory	where Unit4 has its registered office address in relation to the Agreement.
		Third Party Provider	A provider of Third Party Services.
		Third Party Services	Any SaaS, software, or cloud services developed and owned by a Third Party Provider, or any other services incidental to such products provided by a Third Party Provider to Customer under the Agreement.
		Unit4	the Unit4 contracting entity that is party to the Sales Order.
		Unit4 Material	the Services, and any goods, services, software, Documentation, IPRs, data or information (including Analytics) provided and/or created by or on behalf of Unit4 for the purpose of and/or in connection with the performance of any of its obligations under the Agreement.
		Use	any and all use of and/or access to the Services by Customer whether such use or access is direct or indirect, and of whatever

nature including, but not limited to, multiplexing, pooling or through any API connection access.

User all users (of whatever nature) permitted access to or Use of the Services.

Volume Metric a specific volume metric or unit of measure (e.g. FTE employee or type of user) used by Unit4 in connection with the Service.

1. GENERAL DESCRIPTION

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

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

2. SERVICE

The Service will comprise:

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

3. SERVICE LEVELS

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

Service Availability

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

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

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

Disaster Recovery

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

4. SERVICE CREDITS

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

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

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

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

5. RESTRICTIONS ON USE

Customer shall:

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

6. SERVICE DISCLAIMERS

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

7. CUSTOMER OBLIGATIONS

Users

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

Access

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

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

Use

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

General

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

8. ADDITIONAL TERMS

- 8.1 Unit4 will retain sole control over the computing platform configuration, technical system requirements, updates (as defined in the Support Terms) and the timing of such updates.
- 8.2 Unit4 reserves the right to change the third party provider of the Service platform provided that: (i) Unit4 has given reasonable notice to Customer of such change; (ii) the jurisdiction in which Customer data is stored shall not be changed (without having first obtained Customer consent, which shall not be unreasonably withheld, delayed or conditioned); and (iii) the service provided by the new Service platform provider shall be (in form and content) consistent in all material respects with the previous offering.
- 8.3 On termination of the Agreement, at Customer's written request, Unit4 shall as soon as reasonably possible, make available to Customer a file containing the last back-up of Customer Data in the native database format along with attachments in their native format. If no such request is received within thirty (30) calendar days of termination of the Service, Unit4 may destroy any Customer Data in its possession or control.

9. FAIR USAGE

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

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

10. DEFINITIONS

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

Planned Maintenance Window	the period of time in which planned maintenance for the Production Environment is scheduled to occur.
Production Environment	the production environment of the Service also called "live" environment, being the environment that Customer uses to run its day to day (live) operations, excluding Non-Production Environments.
Recovery Point Objective (or "RPO")	the maximum targeted time period in which data may be lost, measured backwards from the point in time when Production Environment became unavailable as a result of the Disaster.
Recovery Time Objective (or "RTO")	the amount of time that it takes Unit4 to perform the restoration of the Production Environment to the state before it became unavailable as a result of a Disaster.
Service Availability	the amount of time (given as a percentage) that the Production Environment is available for use (uptime) measured in accordance with clause 3.
Service Credit	a service credit payable in accordance with clause 4 of these Service Terms.
Service Outage	the amount of time (expressed in minutes) in any given month that the Unit4 Production Environment is not available for use (downtime) by Customer and excludes Service Outage Exclusions.
Service Outage Exclusions	- Planned Maintenance Windows; - failure of any circuits or connections provided by third party telecommunication providers or common carriers; - failure of any external internet service provider or an internet exchange point; - acts or omissions of Customer or any Users permitted to access the Production Environment; - behaviour of Customer applications, equipment or managed operating systems; - Force Majeure.
Support Services	the support services to be provided by Unit4 in connection with the Service in accordance with the Support Terms.
Support Terms	the document entitled Service Terms – Support 4U & Success 4U (SaaS) found at www.unit4.com/terms .
Total Time	the total time (expressed in minutes) in any given month (where Service Availability is being calculated).
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

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

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 and is available at www.unit4.com/service-descriptions .
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.

1. APPLICABLE TERMS

1.1 Access to Success Catalog and Success Points

Success Points Packages are only available to Customers with an existing subscription for Success4U Professional.

1.2 Availability of Success Points

1.2.1 Success Points can only be redeemed by Customer for Success Services in the Success Catalog. Success Points have no monetary value and may not be redeemed for cash or credit. Success Points cannot be sold, transferred or used in any other way than as permitted in these Service Terms.

1.2.2 Success Point Packages are an annual allocation of Success Points which are available to be redeemed by Customer in each subscription year of the Agreement (calculated as each consecutive twelve (12) month period during the Term commencing on the Subscription Start Date of Success4U Professional).

1.2.3 Success Points which have not been redeemed by Customer in accordance with clause 1.4.1 on the annual anniversary of the Subscription Start Date of Success4U Professional will expire and can no longer be redeemed or be brought forward pursuant to clause 1.2.4.

1.2.4 During the Minimum Term of a Success Points Package subscription, Customer may bring forward up to 30% (thirty percent) of Success Points which relate to a future subscription year¹. To bring forward Success Points Customer must raise a request with its Customer Success Manager. Any Success Points brought forward by Customer in accordance with this clause 0 and not redeemed by Customer on the next annual anniversary of the Customer's existing Success4U Professional Subscription Start Date will expire and can no longer be redeemed.

1.3 Success Points Owner

1.3.1 Customer must allocate 1 (one) Success Points Owner. Only a Success Points Owner is permitted to redeem Success Points and schedule related Success Services.

1.3.2 To change a Success Points Owner, Customer shall submit a written request to its Customer Success Manager.

1.4 Redemption of Success Points

1.4.1 To redeem Success Points for Success Services, the Success Points Owner shall contact their Customer Success Manager. Once Success Points have been redeemed for specific Success Services, the Customer Success Manager will record the redemption on a Unit4 database and email a record of the redemption to the Success Points Owner. Customer's Success Points balance is available on request from its Customer Success Manager.

1.4.2 Once Success Points are redeemed for specific Success Services in accordance with clause 1.4.1, Customer cannot redeem those Success Points for other Success Services.

1.4.3 Success Services will commence and continue for such period as agreed between the Success Points Owner and the Customer Success Manager.

1.4.4 Unless otherwise agreed by Unit4, Customer must schedule the Success Services with Unit4 to enable Unit4 to start delivery of the applicable Success Services within three (3) months of the date that the Success Points were redeemed in accordance with clause 1.4.1.

1.4.5 If Customer does not schedule such Success Services or Unit4 has not started to deliver such Success Services in accordance with clause 1.4.3 (and this is not directly attributable to Unit4's actions or failure to act), the relevant Success Points will expire and cannot be redeemed for other Success Services or be brought forward pursuant to clause 1.2.4.

1.4.6 Unit4 reserves the right to update its Rate Card at any time. When Success Points are redeemed for Success Services in accordance with clause 1.4.1, the Rate Card in effect at the time of redemption will apply to those Services. For any subsequent redemption of Success Points, the Rate Card in effect at the time of that redemption will apply.

2. DEFINITIONS

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

Word or phrase	Meaning
Customer Success Manager	Unit4 representative who will work with the Success Points Owner to allocate and redeem Success Points.
Rate Card	a document which states the number of Success Points which are required to be redeemed for each Success Service.
Success4U Professional	a subscription service, as further described at: www.unit4.com/terms .
Success Catalog	a collection of Success Services, available at www.unit4.com/about-us/services/success4u/success-catalogs .
Success Points	pre-paid credits that can redeemed in exchange for Success Services.
Success Points Packages	bundles of Success Points, provided on a recurring subscription basis.
Success Points Owner	Customer representative who is responsible for purchasing and managing Customer's allocation and redemption of Success Points, as well as scheduling any Success Services which are redeemed using Success Points.

¹ For example, if Customer has a Minimum Term of three (3) years commencing on 1 January 2026 and an annual allocation of 100 Success Points, it can redeem up to 30 Success Points in the first subscriptions year (1 January 2026 to 31 December 2026) so

that it redeems a maximum of 130 Success Points in that first year. In the second subscription year (1 January 2027 to 31 December 2027), 70 Success Points will be available for redemption by Customer.

UNIT4

Service Terms **Success4U – Essentials**



1. Overview

This is a subscription-based Success Service offering that provides Customers with foundational enablement, education, and access to predefined Success Services designed to support effective adoption and use of Unit4 Services (“**S4U Essentials**”).

S4U Essentials includes the following:

- Access to the Success Catalog; and
- End user education entitlement.

S4U Essentials is a self-guided service level designed for customers who do not require additional advisory or planning support to pursue their desired outcomes.

2. Access to the Success Catalog

S4U Essentials includes the ability to view and procure Success Services from the Success Catalog for cash value.

The Success Catalog contains predefined, fixed-scope Success Services, each described in a Service Description that outlines the scope, deliverables, assumptions, and prerequisites. These offerings are delivered as standardized solutions designed to achieve specific outcomes within a clearly defined scope. Built on proven methodologies and best practices, these Services ensure consistency, predictability, and efficiency, making it easier for organizations to plan, procure, and realize value quickly.

3. Education Entitlement

Access will be granted to the standard end-user education content which may include digital learning materials designed to support effective day-to-day use of the Unit4 Services.

Education content will be provided for one hundred (100) named users. You will need to provide the names of your identified named users during your onboarding, and you can update your named users once per year.

Additional education content is available for purchase through the Success Catalog to enable you to expand the scope and depth of enablement across your team.

UNIT4

Service Terms **Success4U – Professional**



1. Overview

This is a subscription-based Success Service offering that provides Customers with enhanced access to Unit4 expertise, guidance, and support throughout their lifecycle with Unit4 ERP and Unit4 Financials, as applicable, depending on which underlying active SaaS subscription the Customer has ("**S4U Professional**").

S4U Professional brings together the following core components to drive value realization:

- Ongoing, integrated partnership with the Customer Experience team
- Tailored success planning;
- Eligibility to purchase Success Points; and
- Access to preferential pricing within the Success Catalog when using the above-mentioned Success Points.

No Success Points are included as standard in the S4U Professional subscription.

Customer is required to provide Unit4 with a named individual who will be a Customer representative in relation to any discussions concerning S4U Professional activities.

2. Success Planning

Unit4 will deliver the following Success Activities to support the creation, refinement, and execution of a plan which describes the steps and milestones necessary to achieve the Customer's desired business outcomes with Unit4 Services (a "**Success Plan**"). These activities help maintain alignment between the Customer's strategic objectives and their use of Unit4 Services. The activities included within the S4U Professional subscription are listed below along with their associated details.

Unit4 will:

- **Conduct a value readiness assessment:** Measures readiness across a holistic set of success-driving factors, helping to make sure the Customer is prepared to maximize their investment with Unit4 and sets the foundation for the creation of the Success Plan. It is reviewed on an annual basis.
- **Define and manage the Success Plan:** Support the creation and ongoing refinement/update of Success Plan, which may include a timeline, key success measures, action items, responsibilities and required resources. The Success Plan is iterative and may be updated throughout the subscription term. It is a planning tool only, and it does not constitute a commitment by Unit4 to deliver services beyond those expressly set out in these Service Terms or applicable Service Descriptions.
- **Provide Success Plan updates:** On a quarterly basis, track progress against goals defined in the Success Plan, while updating based on changing factors, Customer strategies, and product capabilities.
- **Conduct adoption reviews:** Once a year, Unit4 will conduct a deep dive into the adoption and usage of the system, highlighting usage stats and key areas for improvement.
- **Business review meetings:** Twice a year, a meeting in which Unit4 and the Customer walk through the Adoption Review with a presentation of adoption trends and areas for improvement. The Success Plan will be reviewed with a discussion around key success measures, solution-alignment to Customer objectives, and areas for improvement. The Customer should update on priorities, upcoming changes, or any factors that might influence the Success Plan so that next steps are agreed together.
- **Tailored release notification:** On a quarterly basis, highlight newly released or changed features that are relevant to the Customer's industry, location and solution set.
- Guide the Customer to **self-serve** wherever possible.
- Advise on the optimal combination of Success Services to support the Customer's objectives;
- Coordinate internally to facilitate delivery of the Success Services the Customer procures; and
- Provide a designated point of contact.

3. Education Entitlement

Access will be granted to the end-user education content which may include digital learning materials designed to support effective day-to-day use of the Unit4 Services.

Education content will be provided for one hundred (100) named users. You will need to provide the names of your identified named users during your onboarding, and you can update your named users once per year.

Additional System Administration education content is available for purchase through the Success Catalog to enable you to expand the scope and depth of enablement across your super users.

UNIT4

Service Terms Success4U Essentials for Source-to-Contract



Success4U Essentials for Source-to-Contract - Overview

Success4U Essentials for Source-to-Contract brings the following services together to help you achieve your goals from Unit4 Source-to-Contract:

- Support Services;
- In S2C system guides, templates and tutorials;
- Live customer webinars;
- Community4U access; and
- Access to Unit4's Success Catalogue.

The following sections cover the scope of each of the above services.

Customer Support

Success4U Essentials for Source-to-Contract includes access to our standard Support Services detailed [here](#).

Please notice that support to suppliers (relevant for the modules eRFx, eAuction and Supplier Management), and internal participants (invited to events/contracts/projects through email invitation) is not included in our standard support. This support is exclusively available through our Premium Support offering "Quick Call", which is part of the Advanced and Professional packages for Source-to-Contract.

However, Customers with Success4U Essentials for Source-to-Contract will benefit from a free trial of the "Quick Call" service for a period of three months from the date on which Customer first enters live transactions in Unit4 Source-to-Contract. The Customer's account manager will contact the Customer to discuss whether this is a service the Customer would like to continue, and if so, will discuss the applicable Charges for the Customer to upgrade to Success4U Advanced or Professional. If the Customer does not sign a Sales Order with Unit4 to procure such an upgrade the "Quick Call" service will cease to be available to the Customer after the expiry of the trial.

In S2C system guides, templates and tutorials

Success4U Essentials for Source-to-Contract also includes access to guides, templates and tutorials, which will help your users perform the most common tasks within the system. This will help drive adoption and end user satisfaction.

The in-system library contains:

- video tutorials;
- manuals and guides; and
- best practice and tools.

Offering a wide variety of support across all modules, everything from feature videos to quick guides to Excel tools and best practice texts to be used in Source-to-Contract. There is also material which can be used with your suppliers e.g. for creating awareness in connection with onboarding or an event.

All users will have access to the content directly in the S2C system.

Live Customer Webinars

Customers are invited to our customers webinars, which are held several times a year with different themes. Invitations and registration links are made available through our newsletters and directly through Source-to-Contract.

Community4U

You have access to a rich source of documentation, knowledge and peer-to-peer support via our Community4U portal. In many situations, customers can address their questions or issues directly without the need to raise a case with the Support Desk.

Community4U also includes access to our Release notes for each quarterly release. In addition, Customer will have access to our Source-to-Contract roadmap showing the features included in the current quarter, future releases and features under consideration. In addition, Customer can submit their own ideas and vote for ideas already submitted.

Community4U is where the Customer will locate Support4U, where you can raise your support ticket via the section “Customer Support”.

Success Catalogue

Our Success Catalogue is designed to help you pick the services required to achieve the business outcomes articulated in your chosen Success Plan. Each Service within the Success Catalogue has a detailed description available [here](#) so you can be sure of the outcome or Service you will receive.

- Our Success Catalogue Services are designed to use our software products in the optimal manner to enable the outcome we describe. Consequently, these Services are pre-defined and cannot be adjusted.
- All Success Catalogue Services assume remote delivery. On-site delivery may be possible, however costs for travel and expenses will be chargeable. Please speak with your account manager if you require more information.

1. General Description and Coverage

Support Services are provided by Unit4 to Customer so that standard application and technical functions of the Unit4 SaaS solution ("**Service**") continue to perform as set out in the relevant Product Specification or Service Terms. Support Services may include the following activities: Support, Maintenance, self-help, general advisory and other related services.

For all other application or technical functions (including any Customisations whether or not provided by Unit4) and/or issues or errors caused by Customer's information systems and/or third party products or services, Unit4 may assist Customer and any third party suppliers in diagnosing and resolving issues or errors. However, Customer acknowledges that these matters are outside of the coverage of Support Services. Unit4 reserves the right to charge at Unit4's Prevailing Rates.

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

2. Named Support Contacts and Customer Service Owner

Required Named Support Contacts

Customer will appoint at least two (2) Named Support Contacts. The Named Support Contacts must be trained on the Service for which they initiate Cases and will provide a first point of contact and will attempt to resolve issues identified by Customer's Users, qualifying all issues prior to raising them with the Support Desk to be logged as a Case. The Named Support Contacts are the primary point of contact with the Support Desk.

In addition, some Services require at least two (2) Named Support Contacts for each major modular area, e.g. Financials, HR. By way of clarification, the same person may perform the role of Named Support Contact for more than one modular area, provided: (i) that they have completed the necessary training to perform the role on each modular area; and (ii) there is always at least two people trained as Named Support Contacts allocated to each modular area.

Additional Technical Contacts

Further, Customer will appoint at least two (2) technical contacts (who may be the Named Support Contacts). These technical contacts shall provide the first point of contact and will attempt to resolve technical issues (or queries) identified by Customer's Users.

Customer shall also appoint a Customer Service Owner to be the key point of contact in relation to any time sensitive technical / service issues. It is Customer's responsibility to provide up to date contact details for the Customer Service Owner. Unit4 shall not be liable for any failure of the Products that results from a Customer's failure to appoint and provide the details of the Customer Service Owner.

Training Requirements for Named Support Contacts

Where, in Unit4's reasonable opinion, a Named Support Contact requires additional training in order to satisfactorily perform their role in relation to the operation or support of the applicable Service, a reasonable programme of additional education will be proposed by Unit4 to be undertaken at the expense of Customer. The training courses may be online courses or face to face training provided by Unit4 staff at locations notified to Customer by Unit4.

3. Self-Help Resources and "How to" Questions

Unit4 provides Customer with access to on-line resources made available via Community 4U, in each case in English. Customer shall register any "How to" or "How do I?" questions by raising them on the forums section of Community4U by starting a topic to discuss with peers (other Unit4 customers and Unit4 partners). This forums section will be moderated by Unit4 and (where appropriate) responded to.

4. Case Classification, Qualification, Response and Escalation

Logging Cases

Cases shall be logged in English (unless otherwise agreed). Customer's Named Support Contacts are able to submit Cases on a 24x7 basis via Community4U or email. The Case must be logged as either an Incident or a Service Request.

Cases will be classified and handled as follows:

4.1 Incidents

An Incident will get routed to the appropriate resolution groups and Support Desk will manage progress of the Incident towards a Resolution (in the form Unit4 deems most appropriate). Incidents will be classified in accordance with the Priority Level Designation Table.

Fig. 1 (Priority Level Designation Table)

Priority Level Designation	Business Impact Assessment	Initial Response Time Objective
Priority 1 – Critical	Customer's use of the Service (in its production environment or the Cloud Production Environment) is stopped or so severely impacted that their entire organisation cannot reasonably continue to work. For example, Customer's organisation experiences complete loss of service or the loss of operation is critical to their business and the situation becomes an emergency.	1 Business Hour.
Priority 2 – Major	One or several important business processes are disabled by the issue, causing major disruption, but it is not a Priority 1 condition.	2 Business Hours

Priority 3 – Normal	Business processes are affected by the issue, causing minor disruptions, or loss of functionality but it is not a Priority 2 condition.	8 Business Hours
Priority 4 – Minor	Business processes are basically unaffected by the issue, but it may cause minor application usability issues.	2 Business Days

Unit4 Initial Response Time Objective

Unit4 shall use reasonable endeavours to respond within the Initial Response Time Objective.

24/7 Incident support

Unit4 will provide a 24/7 (24 hours a day, 7 days a week) Initial Response Time Objective of 1 hour for Priority 1 Incidents that relate to system availability or environments. For the avoidance of doubt, this excludes application support or issues relating to data or system processing steps.

In order to receive this 24/7 service, Customer must supply all necessary information required by Unit4 and provide appropriate 24/7 contact details.

Diagnosis of Incidents

Customer shall reasonably self-diagnose each Incident and recommend a Priority Level Designation based on the business impact assessment shown in the Priority Level Designation Table. Unit4 shall confirm Customer's Priority Level Designation or notify Customer of a change in the Priority Level Designation to a higher or lower level with justification. If Customer does not agree with Unit4's classification, each Party shall promptly escalate such conflict through the Support Escalation Process, during which time the Parties shall continue to handle the Incident in accordance with the Priority Level Designation given by Unit4.

Diagnosis and Resolution (Process and Responsibilities)

Unit4 will work during Business Hours to provide a Resolution or workaround.

Customer must be available during the investigation into any Incident. Customer will need to be able to answer inquiries from Unit4 and to provide all relevant information. This may include providing detailed step-by-step problem description, screenshots as required to reproduce the Incident.

If the relevant information or access is not made available within the agreed timescale, it may impact Unit4's ability to diagnose the Incident and delay a Resolution. In this case, Unit4 reserves the right to re-schedule the diagnostic work, at its convenience, when suitable Customer resources become available. Customer is responsible for ensuring that it is permitted to share any relevant data or information with Unit4. Customer will be able to review through Community4U: (i) whether the Initial Response Time Objective has been met and (ii) progress of logged Incidents.

Customers are obliged to test the solutions or workarounds provided by Unit4 and, if accepted by Customer (acting reasonably), Customer will close the Incident.

Application Error Correction Obligations

Where it has been established that the cause of an Incident is an error in the application software code, the following procedures will be used to provide corrections:

- Priority 1 – a workaround or solution will be provided to Customer as soon as reasonably possible. In the event that an appropriate workaround or solution is not possible, then a correction will be delivered via a Hot Fix, Update or Release (as applicable) as soon as reasonably possible.
- In the case of other errors, Unit4 will use reasonable endeavours to achieve the following:
 - Priority 2 – provide an accepted workaround or solution and provide a correction in next Update or as a Hot Fix if necessary to do so (in Unit4's sole discretion);
 - Priority 3 – provide an accepted workaround and follow our Non-Critical Defect (NCD) process. This process is outlined on Community4U [here](#);
 - ⇒ Priority 4 – provide an accepted workaround, or, where this is an enhancement request, the case will be closed and Customer directed to the Unit4 Ideation Page on Community4U in accordance with the process on Community4U.

General Disclaimer

Unit4 has no obligation to correct defects or errors relating to:

- Customer's use of any previous (non-current) Release or Update; or
- failure of Customer to utilise the appropriate versions of other third party software required to run in conjunction with the Service as stated by Unit4 from time to time; or
- installation of, or Customisation to, the Service by any person other than Unit4; or
- user error or incorrect use of the Service; or
- failure by Customer to apply any workaround or solution provided or suggested by Unit4; or
- any fault in any hardware or software manufactured by a third party used in conjunction with the Service (that is not provided by Unit4); or
- defects or errors caused by the use of the Service on or with equipment not recommended or approved in writing by Unit4.

4.2 Service Requests

Service Requests will have an initial response time of 2 Business Days after confirmation of receipt by Unit4 of the Service Request.

Customer will be able to choose Service Requests via Community4U using the Service Request Catalogue or submit a free-form Service Request and (in each case) Customer must provide Unit4 with all the required information to allow Unit4 to process the Service Request.

For the avoidance of doubt, Unit4 is not under any obligation to deliver Service Requests.

4.3 Cases Requiring Database Changes

Where there is a need for, or Customer has requested, a data manipulation (expressed as a SQL script) in the database then the following will apply. As all Customer Data is owned by Customer, who is also responsible for its accuracy and integrity, Unit4 requires specific approval by Customer to perform the necessary changes. Customer must provide consent prior to Unit4 taking any corrective action or applying any changes in Customer's database. Unit4 will advise Customer of any steps that it needs to take, and Customer must comply with such advice. Customer acknowledges and agrees that Unit4 is not responsible or liable, directly or indirectly, for any damage or loss (whether to Customer Data or otherwise) caused or alleged to be caused by or in connection with Unit4 providing or performing any agreed changes in relation to any Customer database change or data manipulation request.

5. Escalation and Complaint Management

If there are any disagreements or issues relating specifically to Support Services, Customer Service Owner may escalate the disagreement or issue through the Support Escalation Process.

When a Customer escalates a Case via the process within the case tool and requests a formal resolution, the Support Escalation Process for Incidents and Service Requests will drive the escalation.

If Customer has a complaint in relation to Support Services, the Unit4 Account Representative Function will verify the complaint and manage the process with Unit4's internal service functions and in communication with any applicable Unit4 suppliers or sub-contractors and Customer.

When a Customer makes a complaint in respect of the Services provided by Unit4, the Account Representative Function will own the complaint and drive the resolution. The Unit4 Account Representative Function will:

- verify the complaint;
- allocate it to the right business unit to resolve the complaint; and
- act as a single point of contact.

Customer shall supply a clear description of the complaint or escalation and make all supporting materials available to the Support Escalation Process or the Unit4 Account Representative Function.

Customers who do not have a service level agreement with Unit4 are not eligible to participate in the escalation process.

6. Availability of Improvements and Old Technology

Availability and Responsibility for Applying Improvements and Corrections

Unit4 will from time to time provide improvements and corrections to the Service and these will be incorporated into a Hot Fix, Update or Release. Customer will receive Hot Fixes, Updates and Releases free of charge assuming that all applicable fees have been paid to Unit4. In the event that Customer requires any Professional Services to assist with implementation of a Hotfix, Update or Release, then Unit4 may charge for this time at its Prevailing Rates. Applying Hotfixes, Updates and Releases is mandatory.

7. Versions

Unit4 reserves the right to charge a reasonable fee for any new Version. In order for a revision to the Service to be classified as a Version, Unit4 needs to be able to demonstrate that it is the result of substantial re-development. Purchasing a Version is optional with the previous Version remaining under the Support Services.

8. Customisations

Unless otherwise agreed with Customer, Customisations are not supported by Unit4. Customer has sole responsibility for the Customisations and their maintenance and Unit4 has no responsibility to maintain compatibility or fix any problems resulting from the use of non-standard software. This includes any custom development or Customisation (including Unit4 delivered Customisation as part of a project implementation or bespoke code written by Unit4). If any assistance is required with regard to Customisations and/or bespoke work, Unit4 may be able to assist with resolving issues or with upgrades of the Customisation, but this will be subject to review and extra charge. Customer will be required to purchase Professional Services at Unit4's Prevailing Rates.

9. Enhanced Support Services & Other Services

Where Customers are entitled to enhanced or improved Support Services, these entitlements are described in the Product Specifications on www.unit4.com/terms and/or www.unit4.com/service-descriptions.

10. Definitions

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

Word phrase or	Meaning
Business Hours	9.00 a.m. to 5.00 p.m. on any Business Day.
Case	a request for Support Services that is either an Incident or a Service Request.
Case Support	in relation to a Product, the response to and Resolution of Cases on a reactive basis.
Customer Service Owner	one Named Support Contact nominated by Customer, whose name and contact details (including an email address and telephone number) are provided by Customer to Unit4 (and shall be updated by Customer from time to time) that Unit4 will use as a key point of contact in the event of any time sensitive issues relating to the Product.
Customisation	activities to amend or supplement code of the Service (or make non-standard additions to the database) and includes: (i) amendment or supplementing code of the Service for the development of reports that are not included in the Service as standard; and (ii) development of capability that is intended to create an interface between the Service and a third party system or solution; and (iii) database objects, such as SQL triggers views; stored procedures; Functions; SQL server views; and custom tables.
Hot Fix	an urgent and often time sensitive revision of Service issued, which contains vital corrections to errors in the Service to stabilize availability or maintain security objectives.
Incident	an issue with the Services that interrupts the current mode of operation and/or business processes of Customer.
Initial Response Time Objective	the objective or target set by Unit4 for responding to an Incident as set out in the Priority Level Designation Table.
Maintenance	in relation to a Product, the provision of proactive maintenance including bug-fixing, security patches and other corrective updates.
Named Support Contacts	those representative Users of Customer named from time to time as support contacts for the Services as defined in these Service Terms.
Priority Level Designation	a priority level (between 1 and 4) designated to an Incident in accordance with the guidance provided in the Priority Level Designation Table.
Priority Level Designation Table	the table of the same name set out at figure 1 of these terms.
Release	a new iteration of a Service that is made available to Customer and for the avoidance of doubt, a list of the current and previous Releases of the Services are available here: www.unit4.com/terms .
Resolution	one or more of the following actions, as appropriate, in response to an Incident: (i) provision of the requested advice; (ii) explanation of how a particular element of functionality should be used; (iii) provision of an alternative method of system operation where an error has been identified and agreed; (iv) provision of a workaround or other solution; and (v) where no alternative method of system operation or workaround is possible, confirmation that an application error has been identified and logged for error correction with Unit4's R&D organisation.
Service Configuration	any solution setup that is accomplished by changing standard menus and functionality within the Service, but excluding Customisation.
Service Request	a request by Customer to change the parameters of Customer's existing Service Configuration or a request for assistance that is not covered under Customer's Support Services.
Service Request Catalogue	a standard list of Service Requests from which Customer may choose.
Support Desk	The Unit4 Customer Support Desk, with whom Incidents and Service Requests can be raised.
Support Escalation Process	the escalation process as updated from time to time by Unit4, which can be provided to Customer on request, setting out the escalation pathway for disputes or disagreements about the provision of Support Services.
Support Services	the support services described in clause 1 of these Service Terms.
Update	a scheduled revision of Service issued at greater frequency than a Release, which contain corrections to errors in the Service and or contains small functional enhancements to the Service.
Version	a revision to the Service, such that it resembles a new software product or an enhanced version of the product, which Unit4 may choose to name consistently with the previous one.

1. Service

Where the Services used by the Customer include AI Features (as defined below), these Service Terms apply.

2. Definitions and Interpretation

2.1 In the event of a conflict between these Service Terms and the Agreement (including any agreement between Unit4 and Customer which is not based on Unit4 General Terms of Business), these Service Terms shall prevail.

2.2 The following additional definitions apply:

AI Feature	means a Unit4 machine-based service that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments. Where relevant, use case disclosure information shall be made available by Unit4 from time to time, whether on-line or on request.
AI Law	means any law or regulation applicable to the provision, development, integration or maintenance of AI Features, including the EU AI Act.
EU AI Act	means Regulation (EU) 2024/1689.
Input	means any prompt, data, command or other user input to the AI Features by Customer when using the Services. Input includes the provision by Unit4 of Customer Materials to the AI Features as part of the Services.
Output	means any data, text, content or other output generated from use by Customer of the AI Features that is based on Input.

3. Use of AI Features

3.1 The Parties acknowledge and agree that Customer retains ownership of any Input and Output, provided that Unit4 (or, where applicable, the Third Party Provider), will retain all ownership and IPRs in and associated with Unit4 Material, including the AI Features, and derivative works of Unit4 Material contained within Output.

3.2 Subject to clause 7.1 of the General Terms of Business and, unless otherwise agreed, Unit4 shall not use any Input or Output to develop, train or otherwise improve AI Features generally, however, Unit4 will be entitled to use Input and Output solely to improve and enhance the AI Features provided to the Customer.

3.3 The AI Features and Outputs are provided to Customer “as is” and to the fullest extent permitted by law, Unit4 does not provide any guarantees or warranties arising from or in relation to the AI Features or any Outputs. The Output may contain incorrect, biased or nonsensical output. It is Customer’s sole responsibility to: (a) ensure the accuracy and quality of all Input; (b) evaluate whether the Output of any AI Features is appropriate for Customer’s use; and (c) review and verify the Output before using, distributing or relying on it for any purpose.

3.4 Customer is not permitted to use the AI Features or Output to create, train or improve other AI systems or models.

3.5 Unit4 may, from time to time, change the AI Features or add new AI Features to its Services. Where any new AI Feature is added or a material change to an existing AI Feature is made (each a “**Feature Change**”) Customer will be notified in advance giving the Customer the opportunity to object. If Customer does not object in writing within thirty (30) days of notification, Customer is deemed to have accepted the Feature Change. If Customer does object in writing within thirty (30) days of receipt of the notice, Unit4 and Customer will discuss possible resolutions within a reasonable timeframe and without detriment to the Parties and to their compliance with each of their respective obligations set forth in the Agreement. If the Parties are unable to come to an agreement on possible resolutions within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable Services which cannot be provided by Unit4 without the Feature Change.

4. Unit4 Obligations

4.1 Unit4 shall not combine or commingle Input or Output with data of any other customer of Unit4 and shall logically segregate Input and Output from all such data of other Unit4 customers.

4.2 Unit4 will not enter any Input or Output in any tooling that allows such data to become part of a publicly searchable database (i.e. generative AI tooling).

4.3 Unit4 shall: (a) comply with AI Law; (b) obtain and will continue to maintain all licenses, consents and permissions necessary for the AI Features; (c) conduct an ethical risk assessment in relation to the AI Features and shall regularly review the same; and (d) incorporate privacy by design and by default into the development and operation of the AI Features.

5. General

5.1 Clause 5.5 (Indemnification by Unit4) of the Unit4 General Terms of Business applies to AI Features but not to any Input or Output.

5.2 If a change in Law impacts Unit4’s ability to provide or Customer’s ability to use the AI Features, Unit4 reserves the right to limit or discontinue the AI Features immediately and without notice to Customer.

1. Introduction and scope

Where Unit4 provides Services to its Customers, Unit4 will be acting as Processor and Customer will be acting as (or with full authority on behalf of) the Controller. This Data Processing Policy together with any applicable local addendum on the Unit4 Website ("**Policy**") sets out Unit4's commitments regarding Unit4's Processing of Personal Data of the Customer Data Subjects, as part of the provision by Unit4 of Services to its Customers.

This Policy applies to all Services provided by Unit4 to its Customers under Agreements executed on or after the effective date of this Policy. For the avoidance of doubt this Policy forms part of the Agreement between Unit4 and the Customer.

Unit4 Processes Personal Data on behalf of Customer in accordance with Data Protection Laws. Insofar as necessary, the Agreement will be supplemented with an addendum to the Agreement to set out any additional matters that are specific to Customer and cannot be regulated in this Policy, such Addendum to take precedence over this Policy in the event of any conflict.

This Policy does not apply to the collection of Personal Data through our website or through cookies with respect to which Personal Data Unit4 can be considered a Controller; we refer to our separate [Privacy Statement](#) and [Cookies Statement](#) for more information.

This Policy is available through the Unit4 Website. Unit4 reserves the right to update this Policy from time to time to reflect changes in practices and/or changes to applicable laws and regulations. Notwithstanding the foregoing, the version of the Policy that applies and will continue to apply to a particular Agreement will be the version of the Policy that is published on the Effective Date of the Agreement (subject to updates to the Subprocessors under section 5), unless amendments are required to comply with Data Protection Laws in which case Unit4 will notify the Customer of such changes and the most recent version of the Policy published on the website shall apply.

2. Definitions

The following terms shall apply in this Policy. Capitalised terms used in this Policy but not defined shall have the meaning given to such terms in Unit4's General Terms of Business.

Agreement	means any written contract, any written statement of work, or any other written binding agreement, including any annexes thereto, for the provision of Services by Unit4 to Customer;
CPA	means the Colorado Privacy Act 2021;
CPRA	means the California Consumer Privacy Act 2020 as updated by the California Privacy Rights Act 2023;
Controller	shall have the definition given to data controller by the GDPR;
Customer	means the counterparty to the Agreement with Unit4;
Customer Data Subjects	shall mean the former and current directors, officers and employees and customers of Customer or its Affiliates;
Data Protection Audit	means audits, including data protection compliance questionnaires, carried out by Customer or a third-party on behalf of Customer, with the objective to verify Unit4 compliance with the data protection obligations stated in the Agreement and this Policy;
Data Protection Laws	means, in relation to any Personal Data which is Processed in the performance of the Agreement and in each case only to the extent applicable, the GDPR together with all implementing laws and any other data protection, privacy laws or privacy regulations such as CPA, CPRA, FADP, FIPPA, PPDA, PIPA, PIPEDA, or VCDPA;
FADP	means the Swiss Federal Act on Data Protection revised and updated in 2023;
FIPPA	means, in each case to the extent applicable to the Processing, the Freedom of Information and Protection of Privacy Act, RSBC 1996;
GDPR	means, in each case to the extent applicable to the Processing: (i) Regulation (EU) 2016/679 (" EU GDPR "); (ii) as implemented in the United Kingdom by the EU (withdrawal) Act 2018 and as amended by the Data Protection Act 2018;
PDPA	means the Singaporean Personal Data Protection Act as amended by the Personal Data Protection (Amendment) Act 2020;
Personal Data	means any information relating to an identified or identifiable natural person which natural persons for the purposes of this Policy will be Customer Data Subjects;
Personal Data Breach	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data;
PIPA	means, in each case to the extent applicable to the Processing, the Personal Information Protection Act, SBC 2003 enacted in British Columbia;
PIPEDA	means, in each case to the extent applicable to the Processing, the Canadian Personal Information Protection and Electronic Documents Act 2000;
Process, Processing	means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation

and Processed	or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
Processor	shall have the definition given to data processor by the GDPR;
Services	means services Unit4 provides to Customer under an Agreement;
Subprocessor	means any data processor appointed by Unit4 to process Personal Data on behalf of the Customer;
Unit4	means the Unit4 Affiliate that is the contracting entity to the Agreement; and
Unit4 Website	means www.unit4.com/terms being the website where Unit4 publishes its most up to date terms and conditions;
VCDPA	means, in each case to the extent applicable to the Processing, the Virginia Consumer Privacy Act.

3. Personal Data Processed by Unit4

The subject matter of the Processing is the performance of the Services. Further details of the Personal Data that will be Processed by Unit4 on behalf of Customer, including the duration, purpose and types and categories of Personal Data are set out in the Processing Information on the Unit4 Website.

4. Use of personal data

Unit4 shall not Process the Personal Data other than:

- as necessary to provide the Services and as described and authorised in the Agreement and/or in accordance with the documented instructions of Customer; and
- as required to comply with Data Protection Laws or other laws to which Unit4 is subject, in which case Unit4 shall (to the extent permitted by law) inform Customer of that legal requirement before Processing the Personal Data.

The Customer shall not instruct Unit4 to Process Personal Data in violation of Data Protection Laws. Unit4 will inform Customer if, in Unit4's opinion, an instruction from Customer infringes Data Protection Laws.

5. Subprocessing

Unit4 may appoint certain third parties, including Unit4 Affiliates, to provide (or assist in the provision of) part of the Services to Customer. By signing the Agreement, the Customer agrees that Unit4 may subcontract the Processing of Personal Data to those Subprocessors listed on the Unit4 Website, and agrees to the processing by the Subprocessors in the locations specified on the Unit4 Website. All Subprocessors are subject to appropriate data protection terms between Unit4 and the Subprocessor, which terms are to all material extents no less protective than those set out in this Policy. Unit4 will inform Customer in advance of any intended changes concerning the addition or replacement of Subprocessors and thereby give Customer the opportunity to object to such changes. If Customer does not object in writing within fifteen (15) days of receipt of the notice, Customer is deemed to have accepted the new Subprocessor. If Customer does object in writing within fifteen (15) days of receipt of the notice, Unit4 and Customer will discuss possible resolutions within a reasonable timeframe and without detriment to the Parties and to their compliance with each of their respective obligations set forth in the Agreement. If the Parties are unable to come to an agreement on possible resolutions within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable Services which cannot be provided by Unit4 without the use of the objected-to new Subprocessor.

For the avoidance of doubt, where a Subprocessor fails to fulfil its obligations under the data protection terms, Unit4 shall remain liable to the Customer for the fulfilment of Unit4's obligations under this Policy.

6. Confidentiality and security

Unit4 shall keep the Personal Data confidential and will ensure its staff and Subprocessors are bound by the same confidentiality obligation. Unit4 shall implement appropriate technical and organisational measures to ensure a level of security of the Personal Data appropriate to the risk required pursuant to applicable Data Protection Laws and, where applicable to Unit4, shall take all measures required pursuant to Article 32 GDPR. In assessing the appropriate level of security, Unit4 shall take account of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed. The applicable security measures are further described in documentation published on the Unit4 Website. Any subsequent versions of the documents shall be applicable to the Agreement and its content will be no less stringent than its previous version.

7. Co-operating with requests of Customer

Unit4 shall, upon request and to the extent required under Data Protection Laws, co-operate with requests of Customer that relate to the Processing of Personal Data. In particular Unit4 shall co-operate with requests that relate to Personal Data Breaches, Customer Data Subject rights, Data Protection Impact Assessments and audit rights as described below.

Customer Data Subject rights: Unit4 shall co-operate as requested by Customer to enable Customer to comply with its obligations with any exercise of rights by a Customer Data Subject in respect of Personal Data under Data Protection Laws, provided in each case that Customer shall reimburse Unit4 in full for all costs (including for internal resources and any third party costs) reasonably incurred by Unit4 performing its obligation to assist Customer in its compliance under this section.

Data Protection Impact Assessment: Unit4 shall provide reasonable assistance to Customer with any data protection impact assessments which are required under Data Protection Laws, including Article 35 GDPR, and with any prior consultations to any

supervisory or regulatory body of Customer which are required under Data Protection Laws, including Article 36 GDPR, in each case in relation to Processing of Personal Data by Unit4 on behalf of Customer and taking into account the nature of the processing and information available to Unit4.

Audit rights: On reasonable request and notice, Unit4 will co-operate in the conduct of any Data Protection Audit or inspection reasonably necessary to demonstrate Unit4's compliance with the processor obligations laid down in Data Protection Laws and this Policy related to the Agreement, provided always that this requirement will not oblige Unit4 to provide or permit access to information concerning: (i) Unit4 internal pricing information; (ii) information relating to Unit4's other Customers; (iii) any of Unit4 non-public external reports, (iv) any internal reports prepared by Unit4's internal audit function, or (v) any trade secrets and/or proprietary or otherwise confidential information. The Customer shall avoid causing any damage, injury or disruption to Unit4's equipment, personnel and business in the course of such Data Protection Audit or inspection. A maximum of one Data Protection Audit may be carried out under this section in any twelve (12) month period, unless the audit is following upon a Personal Data Breach caused by Unit4 in the same period. Data Protection Audits shall be conducted at Customer's cost and expense save to the extent that the Data Protection Audit identifies a material non-compliance by Unit4 with the requirements of this Policy.

The Customer's requests provided in this section 7 will be fulfilled in co-operation with and under supervision of Unit4's Chief Information Security Officer, Unit4's Data Protection Officer, and/or similar Unit4 local officials.

8. Deletion or return of Customer Personal Data

Unit4 will, at the choice of Customer, return the Personal Data at the end of the provision of the Services relating to Processing and then delete the Personal Data from its systems, or otherwise simply delete the Personal Data without returning a copy to Customer. Unit4's obligation to delete the Personal Data under this paragraph 8 will not apply to the extent that (i) any law including any Data Protection Law, statute, order, regulation, rule, requirement, practice and guidelines of any government, regulatory authority or self-regulating organisation that applies to the Services in the country where those Services are being provided, or (ii) a competent court, supervisory or regulatory body, require the retention of such Personal Data by Unit4. If no choice has been made by Customer within 30 days of the end of the provision of the Services, Unit4 will automatically delete the Personal Data.

9. Incident management

Unit4 shall notify Customer without undue delay after becoming aware of a Personal Data Breach, providing Customer with sufficient information to enable Customer to meet any obligations to report a Personal Data Breach under Data Protection Laws. Upon request by Customer, Unit4 shall fully co-operate with Customer and take such reasonable steps as are directed by Customer to assist in the investigation, mitigation and remediation of each Personal Data Breach, in order to enable Customer to comply with its obligations under Data Protection Laws such as Article 33(3) GDPR ("**Remediation Measures**"). If Unit4 or a Unit4 Affiliate has caused the Personal Data Breach, Unit4 shall bear its own costs of the Remediation Measures. If Customer has caused the Personal Data Breach, Customer shall compensate Unit4 for the reasonable costs incurred by Unit4 in relation to any Remediation Measures. The Remediation Measures shall: (i) be completed within a reasonable period after Unit4 has become aware of a Personal Data Breach, and (ii) be carried out within the regular business hours of the local office where the Remediation Measures are required to be taken.

10. International transfers of Customer Personal Data

Customer authorises Processor and its Subprocessor(s) to make international transfers of Personal Data in accordance with this Policy so long as Processor and/or Subprocessor(s) as applicable take(s) steps to ensure that such transfers are made in compliance with applicable Data Protection Laws (including making transfers on the basis of appropriate safeguards such as approved standard contractual clause agreements). At Customer's request, Unit4 shall inform Customer of the applicable basis for the cross-border transfer of the Personal Data.

11. Liability

The Customer warrants that all Personal Data made available to Unit4 for the purposes of provision of the Service has been and shall be Processed by Customer in accordance with Data Protection Laws.

Save for this section 11, the indemnities, liabilities and exclusions or limitations thereof set out in the Agreement, shall also apply to the obligations of the parties pursuant to this Policy and the Agreement, and in case of any conflict will prevail.

12. Contact us

If you have any queries about this Policy or about the privacy practices of Unit4 Group, please send an email privacy@unit4.com and be sure to indicate the nature of your query.

Nature and Purpose of Processing

As defined in the Data Processing Policy of Unit4, the Unit4 Affiliate involved in the rendering of Services to Customer will Process Customer Personal Data as necessary and solely for the purposes of performing the Services pursuant to the Agreement, and as further instructed by Customer or Customer Affiliate in its use of the Services.

Types of Services and the Personal Data that is Processed

Customer (Affiliate) may submit Personal Data to the Unit4 Affiliate to enable it to render the Services, the extent of which is determined and controlled by Customer (Affiliate) in its sole discretion, and which may include the following types of Personal Data, depending on the type and scope of the Services:

Service	Personal Data that may be processed might include:	Data Subjects:
All Services	Names; addresses; contract details; telephone numbers (including mobile); email address(es); other contact information; date of birth; age; place of birth; nationality or citizenship; residency; domicile; spoken language(s); passport number; national security number or social security number or ID card reference; marital status; beneficiary details under benefits; gender; employment information (including: salary; position; pay scale; pay step; competences, employer, address information, personal notes, photos, username); tax information; benefits information; performance information; ethnicity/race; individual compensation budgets; union membership; next of kin provided (name; address; birthdate; phone number; emergency contact details); start and end dates of employment; bank account or credit card details; personal service company details (name; registration number and registered office); directorships; VAT numbers; documents (written or electronic) containing any of the above, homepage address; applicant details (including: profession, annual income, employed year, number of persons in household, previous landlord, assessment of credit report, date of credit assessment); applicant and other attributes (defined by the Controller). Other Personal Data is <u>not</u> required to be stored or processed to achieve the objectives of the Service (as set out below), but other Personal Data may be stored or processed by the Service if it is configured in such a way to do so or is inputted into the Service by the Customer.	Current or former employees; contractors or sub-contractors (of any variety), agents or directors; and applicants or prospective employees.
Unit4 Platform Services ("U4PF"), Localisation Services and Unit4 Apps	In addition to the above (for "All Services"), Wanda may process: Unit4Id (which identifies the user of IDS); any Personal Data or information submitted by the user into an application to which Wanda may be connected (such information being processed or stored unless User elects to have it deleted); any other conversation and dialog data; metadata where assignable to an individual; and Application Insights Logs (a Microsoft service utilised for performing diagnostics).	In addition to "All Services", depending on the application or service to which Wanda is connected, the U4PF could potentially process Personal Data relating to any living individual that the user chooses to submit.
Unit4 PSA Suite	As with "All Services" (above).	In addition to "All Services", anyone else who is a member of a project team (including non-employees).
Unit4 Talent Management	In addition to the above (for "All Services"), job title; department. By using the Learn module: course enrolments; session enrolments; quiz results and reviews; video engagement data; slide engagement data; text engagement data; badges; certifications. By using the perform module: check-in data; OKR data; performance ratings; feedback and praise. By using the Engage module: answers and feedback on engagement questions.	In addition to "All Services": Current or former job candidates.
Unit4 Property Management	In addition to the above (for "All Services"), customer identity; marking for protected identity; marking for estate; membership (including: member number, status, membership start/end date, reason for entry/resignation, first entry date, main membership, related membership, tenancy points, home savings points); roles/categories of persons; Users (user id, type of user, signature); lease agreement and tenant ownership details (including: identity of the invoice recipient for e-invoice, mandate information deposit, guarantee, warranty); case management information; contractor (assignments for mailing); notes (registered by the Controller); documents (written or electronic) containing any of the above.	In addition to "All Services": agents or directors; Applicants or prospective employees; and consumers (e.g. property applicants and tenants) of management services.
Unit4 Scanmarket	As with "All Services", but other Personal Data may be stored or processed by the Service if it is configured in such a way to do so (e.g. contact information or free-text completed in supplier questionnaires) or is inputted into the Service by the Customer.	In addition to "All Services": employees or other contacts of "Contact" companies.

Unit4 Symfact	As with “All Services”, but other Personal Data may be stored or processed by the Service if it is configured in such a way to do so (e.g. contract counterparty information or free-text within contracts) or is inputted into the Service by the Customer.	In addition to “All Services”: employees or other contacts of contract counterparties.
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Retention Period

Unless otherwise agreed in writing, the Processor will keep the Personal Data **for the duration of the Agreement**.

Location of Processing

Service	Location of Processing or, if not listed, where or how such information is made available by or obtained from Unit4.
All Services	The locations where Unit4 Services are provided may vary depending on the Service. Where not specified below, location details will be published on the Unit4 website or provided on request.
Unit4 SaaS	Unit4 operates across multiple data centres worldwide. Unit4 will deploy the customer in the most logical geopolitical location dependent on where the Customer resides and the solution used by Customer.
Unit4 platform services (“U4PF”), localisation services and Unit4 Apps.	U4PF are cloud services that use shared infrastructure and 3 rd party services that might not provide geopolitical zone isolation. Wherever possible the Services will follow the Unit4 SaaS geopolitical deployment. Wanda Processes data predominantly within the EU but can be anywhere globally where there is an Azure data centre.
Unit4 Support and Success	Unit4 Support operates in the following locations United Kingdom, Ireland, Portugal, Poland, Norway, Netherlands, Spain, Sweden, Denmark, France, US, Canada, Germany, Singapore, India, Australia, Indonesia, and Malaysia. Support within Business Hours is carried out by teams within the closest and most logical geopolitical zone dependent on where the Customer resides, but experts in other jurisdictions may be needed to help with complicated matters. Further location details will be provided on request.
24/7 Support	Where Unit4 provides 24/7 support of any Incidents, support could be provided from any of the support locations listed above as well as other locations as required to support Unit4’s business needs.
Unit4 Professional Services	Unit4 Professional Services are generally provided in the Territory or the Customer’s location of registered office/principal place of business (as applicable) and/or from central locations depending on what is agreed between the Parties.

Contact Details

For questions or comments about the Data Processing Information the contact person is:

Processor: By letter (addressed to Global Data Protection Officer copy to Corporate Legal Department) P.O. Box 5005, 3528 BJ Utrecht, the Netherlands or by email to privacy@unit4.com or to the Unit4 address for notices provided in the Agreement.

Unit4 Business Security Measures (Internal business operations summary)

Description of the technical and organizational security measures implemented by the Processor in its organization. More details about the Security Policy and Security Program can be found at www.unit4.com/terms.

Physical Security, Unit4 premises:

- Physical access control is managed by Unit4 workplace experience.
- All offices have security systems in place in respect of controlling access, e.g. manned reception desks, access-controlled doors, alarmed fire doors, intruder detection systems and/or lockable offices.
- Unit4 operates access controls with the help of what people know, such as password or personal access code; and/or with the help of what people carry, such as a security pass.
- Communication rooms have additional physical controls.
- Access to secure areas or sensitive/confidential information is restricted to prevent unauthorized access by way of lockable offices or lockable cabinets and operating clear desk policies.
- Visitors are controlled at reception.
- Shredders or other suitable secure disposal methods for sensitive documents are used.

Virtual and computing Security:

- Line managers will ensure employees and contractors return all Unit4 assets in their possession upon termination of their employment or contract agreement. Records of return of assets are maintained.
- Unit4 classifies and protects information according to its classification of public, proprietary, confidential or sensitive.
- Media (including hard drives) are disposed of securely and safely when no longer required. All sensitive material (hard disks, floppies, etc.) is removed by guaranteed removal software, (not by reformatting or deletion) before disposal or physical destruction.
- Anti-malware is in place using the latest version of industry standard solutions to provide virus and anti-malware protection.
- Controls are in place for assigned rights.
- Logging and access control is utilized.
- Business Continuity and Disaster Recovery plans have been prepared which include information security considerations.
- Recovery measures are in place allowing for restoration of data in a timely manner in case of an incident.

Information Security Policies and Documentation:

- The Global Leadership Team for Unit4 and/or its respective local management teams have oversight of both global and local information management and security plans including any information security policies that meet identified information security risks and supports the business goals.
- Information security and management is assigned globally to the Chief Information Security Officer and Global Data Protection Officer, who manage resources to deliver strategic and overall compliance with information security policy and process.
- Unit4 has implemented security policies that are approved by top management, reviewed and updated regularly to comply with good industry practice.
- These policies address security risks and support business goals.
- Responsibility for the information security management system lies with the Chief Information Security Officer, with oversight from Unit4 top management as defined in the Information Security Policy.
- Unit4 provides all employees with training in relation to security; data protection; business principles and ethics.
- Unit4 has published on www.unit4.com/terms: Data Processing Policy; Privacy Statement; and other information relevant to privacy at Unit4 including a Data Handling FAQ.
- Unit4 has appointed a Global Data Protection Officer.
- Unit4 enters into non-disclosure and confidentiality agreements with Third Parties when sharing confidential information relation to its business.
- Unit4 ensures all employees and contractors enter into standard confidentiality clauses in their contracts.
- Unit4 employs staff and contractors globally. Unit4 staff and contractors are vetted in accordance with Good Industry Practice and applicable regional requirements.

Data privacy and security by design

- Unit4 SaaS applications are designed with data privacy and security in mind. Unit4 is continually improving the security of its solutions, by applying lessons learned from annual penetration tests and audits.
- Unit4 and the data center operators who provide infrastructure on which Unit4 SaaS is provided hold various security certifications, for details please refer to the applicable Service Description.

Data breach notification

- Unit4 shall notify the Customer within the timescales agreed with the Customer in the Agreement. Customer should make sure that the contacts listed in Unit4 Support Portal are always up to date, as they will be used for all communication.

Unit4 SaaS on Microsoft Azure (summary)

Technical and organizational security measures have been implemented by the Processor in relation to Unit4 SaaS on Azure. Unit4 utilizes several mechanisms to protect data in the cloud. Below is an overview of applied controls.

Network level security

- Secure data transmission over public networks – all traffic is secured using industry standard protocols such as SFTP, SSL/TLS and HTTPS.
- Logical authentication and authorization mechanisms in place.
- Next generation firewall technology to ensure inbound and outbound traffic is controlled.

Database level security

- Logical authentication and authorization mechanisms in place.
- Every customer has their own secure database ensuring that customer data is not co-mingled. See Data Segregation.
- Databases and database backups are encrypted using whole database encryption technology such as Transparent Database Encryption.
- Non-transactional data and files will be secured by standard symmetric encryption such as AES.
- Azure Key Vault is used to maintain control of keys used by cloud applications and services to encrypt data.

Vulnerability Management

- Cloud infrastructure, cloud services, products, devices and internal resources is closely monitored by a specialized team.
- Penetration testing of applications and infrastructure is carried out on a periodic basis.
- Vulnerability scanning is carried out periodically to detect and assess potential vulnerabilities in our applications and infrastructure.
- Unit4 is continuously monitoring and risk assessing the effectiveness of our vulnerability program to improve and secure our applications and infrastructure.

Disaster Recovery

- High availability infrastructure.
- Tested periodically.

Threat detection, mitigation and response

- Unit4 is diligent in threat detection and response with centralized monitoring systems that provide continuous visibility and timely alerts.
- Security patches and updates are routinely applied helping protect systems from known vulnerabilities.
- Intrusion and malware detection systems are utilized to detect and mitigate risks from outside attacks.
- In the event of malicious activity, our incident response team follows established procedures for incident management, communication and recovery.

Data segregation

Unit4 takes the responsibility of protecting customer data very seriously and uses both technical and organizational controls to do so.

- Customer databases are encrypted with customer unique encryption keys.
- Data from multiple customers may be stored on the same cloud resource, however Unit4 uses logical isolation to segregate each customer's data from that of others. Unit4 SaaS is designed to counter risks inherent in a multitenant environment. See Database level security.

Data encryption in transit

- Unit4 provides, as a standard, secure access to all its services by encrypting all data in transit traveling on public networks.
- Only secure protocols are used such as HTTPS over TLS and using secure cipher suites.

Access control

- Customers are fully empowered to conduct front-end access control to their application. This means that the responsibility for creating new accounts, account termination and review is with the customer.
- Unit4 will retain limited back-end access to customer data (by direct database connection). Access by Unit4 shall be strictly limited to activities necessary for installing, implementing, maintaining, repairing, troubleshooting or

upgrading the solution. All access is logged and limited to a small group of Cloud Engineers, Professional Services and Support Consultants.

- Access logs are saved in the centralized monitoring solution for 365 days. In case of data breaches, Unit4 can provide the access logs on request.

Unit4 SaaS hosted on Nordic Cloud data center (summary)

Technical and organizational security measures have been implemented by the Processor in relation to Unit4 SaaS delivery hosted in our Nordic Cloud data center offering. Unit4 utilizes several mechanisms to protect hosted data. Below is an overview of applied controls.

Network level security

- Secure data transmission over public networks – all traffic is secured using industry standard protocols such as SFTP, SSL/TLS and HTTPS.
- Logical authentication and authorization mechanisms in place.
- Next generation firewall technology is in place to ensure inbound and outbound traffic is controlled.

Datacenter security

- The Nordic Cloud data center offering is a Tier 3 data center offering with Full N+1 redundancy.
- Security features to protect the data centers includes Perimeter fences; Camera Surveillance, Stringent access control (Biometric); Stringent visitor control procedures; Airlocked access points and 24/7 monitoring of the facilities by guards.

Vulnerability Management

- Cloud infrastructure, cloud services, products, devices and internal resources is closely monitored by a specialized team.
- Penetration testing of applications and infrastructure is carried out on a periodic basis.
- Vulnerability scanning is carried out periodically to detect and assess potential vulnerabilities in our applications and infrastructure.
- Unit4 is continuously monitoring, and risk assessing the effectiveness of our vulnerability program to improve and secure our applications and infrastructure.

Disaster Recovery

- Redundancy built into the infrastructure to eliminate possible single points of failure.
- Disaster Recovery capabilities are tested periodically.

Threat detection, mitigation and response

- Unit4 is diligent in threat detection and response with centralized monitoring systems that provide continuous visibility and timely alerts.
- Security patches and updates are routinely applied helping protect systems from known vulnerabilities.
- Intrusion and malware detection systems are utilized to detect and mitigate risks from outside attacks.
- In the event of malicious activity, our incident response team follows established procedures for incident management, communication and recovery.

Data segregation

Unit4 takes the responsibility of protecting customer data very seriously and uses both technical and organizational controls to do so.

- Data from multiple customers may be stored on the same resource, however Unit4 uses logical isolation to segregate each customer's data from that of others. Unit4 SaaS Nordics is designed to counter risks inherent in a multitenant environment.

Data encryption in transit and at rest

- Unit4 provides, as a standard, secure access to all its services by encrypting all data in transit traveling on public networks.
- Only secure protocols are used such as HTTPS over TLS and using secure cipher suites.
- Stored data is written to the disk encrypted with 256-bit Advanced Encryption Standard (AES).
- Encryption keys are managed by Unit4.

Access control

- Customers are fully empowered to conduct front-end access control to their application. This means that the responsibility for creating new accounts, account termination and review is with the customer.
- Unit4 will retain limited back-end access to customer data (by direct database connection). Access by Unit4 shall be strictly limited to activities necessary for installing, implementing, maintaining, repairing, troubleshooting or upgrading the solution. All access is logged and limited to a small group of Cloud Engineers, Professional Services and Support Consultants.

- Access logs are saved in the centralized monitoring solution for 365 days. In case of data breaches, Unit4 can provide the access logs on request.
- Physical access to our Nordics Data centers follows the principle of least privilege. The data centers are tier 3 and has strict access control in place, requiring keycard, pin and biometric verification before secure areas can be accessed.

Unit4 SaaS on Amazon Web Services (summary)

Technical and organizational security measures have been implemented by the Processor in relation to Unit4 SaaS on AWS.

Unit4 utilizes the Amazon Web Services Center for Internet Security (CIS) AWS Foundations Benchmark standard, which is a set of best practices that automatically detects when AWS accounts and deployed resources do not align with security best practices within the CIS security controls. Any anomalies are reported with follow up actions in place to ensure compliance. This covers the Inventory and Control of Enterprise Assets, Inventory and Control of Software Assets, Data Protection, Secure Configuration of Enterprise Assets and Software, Account Management, Access Control Management, Continuous Vulnerability Management, Audit Log Management, Email and Web Browser Protections, Malware Defenses, Data Recovery, Network Infrastructure Management, Network Monitoring and Defense, Security Awareness and Skills Training, Service Provider Management, Application Software Security, and Incident Response Management.

Additional Elements for Unit4 Platform Services (summary)

Technical and organizational security measures have been implemented by the Processor in relation to Unit4 Platform Services (SaaS). Unit4 Platform Services utilizes several mechanisms to protect data in the cloud. Below is an overview of applied controls.

Network level security

- Secure data transmission over public networks – all traffic is secured using industry standard protocols such as SFTP, SSL/TLS and HTTPS.

Database level security

- All data stored in storage accounts are encrypted at rest.
- All storage accounts require secure transfer – all traffic is secured using industry standard protocols such as SSL/TLS and HTTPS.
- All data stored in Azure Cosmos DB is encrypted at rest and in transport.
- All Azure SQL Servers are enabled with Transparent Data Encryption (TDE).
- All Azure SQL Servers are running with Threat detection and auditing enabled.
- Azure Key Vault is used to secure sensitive information such as service principal credentials.

Messaging level security

- All data stored by Azure Service Bus instances are encrypted at rest.
- All traffic (in transit) on the Azure Service Bus is secured using industry standard protocols such as SSL.

Authentication

- All services follow the principle of least privilege and authentication towards services and their APIs are secured using industry standard mechanisms.
- OpenID Connect and the underlying OAuth 2.0 protocol is used to securely perform authentication of users and/or client services with trusted parties and validate identity and access using claims-based tokens.
- HMAC (Hash-based Message Authentication) is used as an alternative method to secure communication between services.

Sub-processors

The Sub-processors set out below may act as Sub-processors in accordance with the [Data Protection Policy](#).

Service	Sub-processor	Processing location (where relevant see third party service privacy policies for additional information)	Type of service by Sub-processor / part of solution Sub-processor used with
General Delivery (All services)	Unit4 Group (operating) companies	Australia, Austria, Belgium, Canada, Denmark, Estonia, Finland, France, Germany, India, Indonesia, Ireland, Malaysia, the Netherlands, Norway, Poland, Portugal, Singapore, Spain, Sweden, Switzerland, the United Kingdom, the United States of America.	Providing solution and associated services (including support, success, professional services (consultancy), operations).
Community4U	Okta	EU	Facilitating login to Community4U
	Gainsight	Specified in Sub-processors (Sub-Processors) in accordance with the Data Processing Addendum (DPP), storage of data in EU.	Providing platform for Community4U
Unit4 Professional Services (if sub-contracted to a delivery partner)	As specified in the Agreement.	As specified in the Agreement / Details of Processing .	As specified in Order Form or agreed in writing with Customer.
Third Party Products and Services only applicable when purchased by customer	As specified in the Agreement.	As provided in the Agreement or in any further schedules or appendices to the Agreement relating to the Third Party Provider processing.	Software and/or Support Services and/or Cloud Services.
SaaS – All Services	Microsoft Azure	As specified in the Details of Processing and Subprocessors .	Providing solution (cloud infrastructure and services)
	Microsoft Dynamics	As specified in the Details of Processing and Subprocessors .	Providing solution (software services including some cloud infrastructure).
	Microsoft	As specified in the Details of Processing and Subprocessors .	Providing solution (software tooling and MS Office elements)
	Twilio – Sendgrid	United States of America (Privacy Policy)	Sending mail (usage optional – customer may substitute with own solution at own cost)
	Service Now	Specified in Sub-processors (Subprocessors) in accordance with the Data Processing Addendum (DPA), storage of data in EU.	Providing support ticketing system
SaaS – Nordic Cloud	Xpeedio Support Solutions	Sweden	First line of support
	Caddis	Sweden	Support personnel
Account Prediction Service - Optional add on to ERP CR	Kaunt	Denmark	Invoice matching to assist with assignment of invoices
SaaS – Talent Management	Microsoft Azure	Dublin, Ireland	Providing solution - Suite
	Grafana	United States of America	Providing solution – Suite
	Twilio – Sendgrid	United States of America (Privacy Policy)	Sending mail (usage optional – customer may substitute with own solution at own cost)
	Service Now	Specified in Sub-processors (Subprocessors) in accordance with the Data Processing Addendum (DPA), storage of data in EU.	Providing support ticketing system
	Rustici Software	AWS US-East-1	Providing solution - Learn (SCORM only)
	Slack	United States of America	Providing solution – Perform
	Wistia	United States of America	Providing solution – Learn
SaaS – Source-to-Contract by Scanmarket	Amazon Web Services	Ireland, Singapore, Australia (Privacy information) and Subprocessors .	Providing solution (cloud infrastructure and services)
	Microsoft Azure	As specified in the Details of Processing and Subprocessors .	Providing solution (cloud infrastructure and services)
	WalkMe	EU with Subprocessors .	Providing solution (software tooling / adoption)

FTE Employee Calculation

Unless otherwise specified in an Order Form, a Customer's FTE Employee Volume Metric is calculated by multiplying the number of workers in each category (full-time, part-time, temporary, volunteers etc.) by the applicable percentage rate specified for each category, and then adding the resulting numbers for each category of worker together for a total sum as set out in the following example:

	Step 1 Identify different Worker types	Step 2 Identify total # workers per type for coming 12 months	Step 3 Apply the applicable %	Step 4 Calculate Total # Full-Time Equivalents	
	Full-Time Equivalents	1000	100%	1000	
	Part-time Equivalents	200	75%	150	
	Temporary workers	200	50%	100	
	Volunteers	0	10%	0	
		1400		1250	Equivalents

The following definitions apply for FTE Employees and it is the Customer's responsibility to provide evidence that a worker should be calculated in a lower category, otherwise all workers will be considered Full-Time Equivalents:

<i>Full-Time Equivalent</i>	A worker (employee or contractor) that is regularly scheduled for more than 24 hours per week regardless of the method of payment or actual hours worked, whether or not eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Equivalent will be considered non-temporary if they are hired to work for a period of more than 4 months in a given year.
<i>Part-Time Equivalent</i>	A worker (employee or contractor) that is regularly scheduled for 24 hours per week or less regardless of the method of payment or actual hours worked, whether or not eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Equivalent will be considered non-temporary if they are hired to work for a period of more than 4 months in a given year.
<i>Temporary</i>	Someone that is hired to work for a period of less than 4 months in a given year irrespective of the number of hours worked.
<i>Volunteer</i>	Someone that is works on a non-paid basis for a period of less than 2 months or maximum 4 hours per week.

Additional Terms of Use for Avalara – VAT Reporting (Third Party Service)

INTRODUCTION

Solution and Description

Avalara VAT Reporting solution provided alongside Unit4 Services for processing VAT returns.

Web link

[Avalara VAT Reporting Software Solution](#)

Additions to Standard Terms (Unit4 General Terms of Business)

For information, the Avalara Service Terms and Conditions (“**Avalara Terms**”) are found [here](#) and in the event of a conflict with the Unit4 General Terms of Business, the Avalara Terms take precedence. In particular, we would draw your attention to the following clauses:

Indemnification by Customer

Customer shall indemnify and defend Avalara and its Affiliates and their respective directors, officers, and employees against Losses incurred as a result of a third-party demand, claim, or action that (1) Customer’s use of the Service in breach of the Agreement infringes the IPRs of a third party; (2) results from Customer’s breach of its obligations under the Agreement; or (3) results from Customer’s violation of Law.

Privacy and Security.

- a. **Use of Customer Data.** Avalara may retain, use, and disclose Customer Data solely (i) to provide the Services; (ii) to provide customer support; and (iii) to comply with Law. Customer Data and Customer’s Confidential Information do not include Personal Data relating to an employee or other authorized Representative of Customer that is collected or received by Avalara in connection with the procurement or use of, or payment for, the Services (**for example, the names and email addresses of Customer’s account representatives and accounting personnel**). Avalara’s use of Personal Data of such an employee or other Representative is governed by the Avalara Privacy Policy available [here](#), which describes how to manage individual communication preferences. Each Party shall be responsible for informing its own directors, officers, employees, consultants, advisors, representatives or agents (“**Representatives**”) of the processing of their Personal Data as provided in the Agreement.
- b. **Aggregate Data.** Avalara may create, generate, and use Aggregate Data for any lawful purpose. “**Aggregate Data**” means de-identified and anonymized sets of data derived from the data of multiple Avalara customers (including Customer Data) for the purpose of expressing that information in summary form (**for example, price index numbers are aggregated, in contrast to the price of a single commodity**). Aggregate Data does not include any Personal Data relating to Customer, Users, Customer’s clients or customers, or other information that could reasonably identify a natural person or Customer. Avalara will not re-identify and de-anonymize any Aggregate Data.
- c. **Protection of Customer Data, Personal Data, and Confidential Information.** Each Party is responsible for complying with Law, including applicable data protection legal requirements, for the purposes of the Agreement. Avalara shall implement and maintain commercially reasonable technical, administrative, and physical safeguards and security methods designed to prevent any unauthorized release, access, destruction, modification, or disclosure of Customer Data, Confidential Information, or Personal Data. Avalara may occasionally update, upgrade, change, or add safeguards and security methods as warranted in Avalara’s sole discretion, and Avalara will provide notice if Customer needs to take action to facilitate continued interaction with the Services. Avalara shall implement processes and maintain procedures designed to comply with Law and shall facilitate Customer’s compliance with its obligations for data security and response to individual data subject requests with respect to Personal Data in Avalara’s possession or control, to the extent that Customer is required to comply with any existing or newly enacted Laws regarding privacy including, for example, the General Data Protection Regulation (GDPR) or the California Privacy Rights Act (CPRA); and any amendments and successors to the foregoing. The Agreement and the Documentation are Customer’s instructions for processing Customer Data, and Avalara shall not process Customer Data for any other purpose. Avalara shall use commercially reasonable measures to ensure that any Avalara subcontractors implement and comply with reasonable security measures in handling any Customer Data, Personal Data, or Customer’s Confidential Information.
- d. **Data Processing Agreement.** The Parties agree to comply with the Avalara Services Data Processing Agreement, which is incorporated by this reference and is found [here](#) (the “**DPA**”) along with all the relevant details of Avalara’s processing (Details of Processing, Security Measures and Subprocessors).
- e. **Notices.** Avalara shall notify Customer without undue delay in accordance with Laws of unauthorized access, use, or disclosure of any Customer Data or Customer’s Confidential Information under Avalara’s control. Avalara shall provide Customer with information regarding such incident as required by Law or as reasonably requested by Customer to enable Customer to comply with its obligations under Law. Avalara shall use commercially reasonable efforts to: (i) identify the cause of the incident and (ii) remediate the cause of the incident within Avalara’s systems, to the extent such remediation is within Avalara’s reasonable control.

Customer Liability

Customer's liability to Avalara for:

- (i) indemnification provisions stated above;
- (ii) breach of the Privacy and Security clauses stated above;
- (iii) infringement or misappropriation of Avalara's IPRS; and
- (iv) breach of confidentiality,

will be unlimited.

Supplemental Terms for VAT Reporting

The following supplemental terms, found [here](#), apply.

Right to Enforce Terms

Avalara may directly enforce any of the agreed terms directly against the Customer or, in the event that this is not permitted by Law, Unit4 is permitted to enforce such terms on Avalara's behalf.

Additional Terms of Use for GCON4 Services (Third Party Service)

INTRODUCTION

Solutions covered by this document include GCON4:

- MFL;
- Finance Localizations;
- Exchange Rate Loader; and
- iConnect.

The MFL, Finance Localizations and Exchange Rate Loader are delivered on premises or in the Unit4 cloud environment, so adopt the corresponding Unit4 terms and conditions relating to the delivery of the Service.

MFL - Solution and Description

GCon4 MFL is a tool that reduces time to perform data migration and data maintenance for Unit4 ERP which can be deployed both on premises or in Unit4's cloud. The solution inherits the properties of the relevant Unit4 Service when comprising part of a cloud deployment.

Description: All relevant information about the product can be found in the product website: <https://www.gcon4mfl.com/> and <https://mfl-doc.gcon4.com/masterfiles/intro.html>

GCON4 Finance Localizations - Solution and Description

UBW finance localizations allow compliance with local tax and reporting regulations for Latin America. Localizations can be deployed both on premises or in Unit4's cloud. The solution inherits the properties of the relevant Unit4 Service when comprising part of a cloud deployment.

Description: All relevant information about the product can be found in the product website: <https://gcon4.com/en/section/ubw/>

GCON4 Exchange Rate Loader - Solution and Description

Exchange Rate Loader enables Customer to be automatically updated with the latest exchange rates in Unit4 ERP from the leading exchange rate providers OANDA, Currencylayer, Thomson Reuters or Eikon REFINITIF. Localizations can be deployed both on premises or in Unit4's cloud. The solution inherits the properties of the relevant Unit4 Service when comprising part of a cloud deployment.

Description: All relevant information about the product can be found in the product website: <https://gcon4.com/en/section/gcon4-exchange-rates-loader-unit4-business-world-erp-agresso/>

iConnect - Solution and Description

GCON4 iConnect is a tool that reduces time to perform data migration and data maintenance for Unit4 ERPx only deployed in the cloud by GCON4.

Web link

[GCON4 iConnect | Unit4 ERPx Data Management Tool | GCON4](#)

SECTION A - Additions to Standard Terms (Unit4 General Terms of Business)

No additional legal terms, the SLAs applicable are aligned to Unit4's standard SLAs for Unit4 ERP.

The relevant Service Description is found here: <https://iconnect-doc.gcon4.com/articles/introduction/intro.html>

SECTION B - Additions to Unit4 – Details of Processing, Security Measures and Sub-Processors

Data Processing Information (Including Sub-processors)

Part 1 – DETAILS OF PROCESSING

1. NATURE AND PURPOSE OF THE PROCESSING:

Personal data is processed in order to provide the Services.

2. TYPES OF SERVICES AND THE PERSONAL DATA THAT IS PROCESSED:

Customer may submit Personal Data to enable GCON4 to render the Services (set out below), the extent of which is determined and controlled by the Customer in its sole discretion, and which may include all the types of Personal Data found in the Details of Processing for Unit4 ERP on www.unit4.com/terms.

PURPOSE OF THE PROCESSING	PROCESSING ACTIVITIES	CATEGORIES OF PERSONAL DATA PROCESSED	DATA SUBJECTS	Location	Length
Support Services	Access	Name, address, contact details.	Customers Employees Suppliers	EU	During contract term
Data Migration /Maintenance	Hosting Transformation Temporal Storage	See as for Unit4 ERP	Customers Employees Suppliers	EU	During contract term

3. DESCRIPTION OF THE PROCESSING AND MEANS:

Processor will Process the aforementioned Personal Data in connection with the provision of the Services.

4. RETENTION PERIOD

The Processor will keep the Personal Data **for the duration of the Agreement as long as GCON4 is included in the Agreement.**

5. LOCATION OF PROCESSING:

List of GCON4 affiliates.

GCON4 Spain S.L. incorporated and registered in Spain with company number B-95776712 whose registered office is at Bilbao (Vizcaya), calle ERcilla nº 8 1º, Derecha, Spain.

6. CONTACT DETAILS

For questions or comments about the Agreement and Schedules the contact person is

GCON4 España S.L by telephone [661 527 179] or by sending your request to the e-mail address info@gcon4.com

Part 2 - SECURITY MEASURES

GCON4 has an information security management systems (ISMS) certified under ISO 27001:2013. GCON4 shall apply the security measures established in its ISMS and in particular the following measures:

- **Backup and restore procedures:** The Sub-Processor has an external backup system with the following points:

- The procedure is documented, and the incidents are recorded.
- The personnel assigned to these tasks have adequate training on the subject and on the defined procedure.
- The procedure is supervised and monitored with the appropriate verification alerts.
- Copies are made to external media these media are inventoried.
- Access control measures in backup copies, implementing encryption on the copies made on media.
- On a half-yearly basis, a restoration test is carried out to check the system and verify that all the data is well copied.

Classification of the information and access controls to it:

- The information of the Processor is identified and separated from the rest of the data and information of the Sub-Processor.
 - Adequate permissions and access controls are deployed over the information of the Processor.
- Desktop: the Sub-Processor has the following measures:
- Updated antivirus.
 - Operating systems and programs with security support from the manufacturer and updated with the latest patches.
 - Limitation of permissions and limitation on the applications that can be installed by users.
 - Encryption of hard disks.
 - Device access control (if using passwords, these are changed at least every 3 months).
 - Automatic screen blocking in case of inactivity of the system.
 - Firewall enabled.
 - When remote access is necessary, it is encrypted with a solution that guarantees the confidentiality of the information and that identifies and registers the access and the user accessing.

Networks and communications:

- Perimeter firewall.
- All network elements have an adequate security policy, which includes that access to them for management and administration is done through a secure channel.
- If there are remote accesses, they are made by VPN or similar.
- If wireless networks exist, they are encrypted (WPA2 or higher) and adequately isolated and/or secured (DMZ, physical isolation, etc.)

Security Updates: The Processor keeps all systems dealing with personal data updated with the latest patches and updates from the manufacturer. This includes operating systems, programs, etc. but also other elements such as mobile phones, network elements (e.g. switches, routers, firewalls, etc.), printers, etc.

External security audit: At least once a year, the IT Manager undergoes an external security audit to assess the IT Manager's general privacy program and in particular the IT Manager's information security management system.

Security incidents and data security breaches: The Sub-Processor have a protocol for managing security incidents and breaches that allows for the identification, adoption of appropriate mitigation and corrective measures, as well as the timely management and reporting of such incidents to the Processor.

Rights exercise management protocol: The Sub-Processor have a system to manage the exercise of rights that may be carried out by those individuals affected.

Supports and means: The Sub-Processor have the appropriate protocols to ensure the inventory and traceability of the media and means that process data. The Sub-Processor have policies and procedures that allow for the appropriate disposal of the data in the event of reuse of the medium or an appropriate protocol for the destruction of the medium.

Training and awareness: The Sub-Processor have developed a training and awareness program for its personnel.

Part 3 – SUB-PROCESSORS

List of potential subprocessors and locations of processing are as follows:

NAME OF SUB-SUB-PROCESSOR	REGISTERED BUSINESS ADDRESS	ACTUAL LOCATION OF THE PROCESSING	LINK TO THEIR SECURITY POLICY
Microsoft Azure	One Microsoft Way, Redmond, WA 98052, Estados Unidos.	Europe or Azure region depending of customer localization	Azure Data Subject Requests for the GDPR and CCPA - Microsoft GDPR Microsoft Learn

Additional Terms of Use for HeyCentric (Third Party Service)

INTRODUCTION

Solution and Description:

HeyCentric (Income Manager) – description provided in section A below.

Web link: [HeyCentric Web Payments Solutions | HeyCentric](#)

SECTION A - Additions to Standard Terms

HeyCentric (Income Manager)

Support

Support Services will be provided directly by HeyCentric to the Customer. The support services to be provided by HeyCentric will be provided in accordance with the Unit4 Support Terms – Standard Support.

When the Customer has a problem with the Service Software, it will send a problem report to the HeyCentric help desk by e-mail to support@heycentric.com. Problems can also be reported by logging a ticket request onto the HeyCentric Freshdesk support desk using the login credentials they receive on sign up. All support requests received will be added to the support database which will generate a "Ticket number" which the originator can use to track progress and correspond with HeyCentric.

Cloud SLA

Cloud server hosts

The HeyCentric product is sold as a SaaS service and hosted in the Azure cloud. It is accessible 24X7 for 365 days of the year.

HeyCentric guarantees the functioning of all cloud server hosts with a 99.9% availability for all hosted systems.

Routine maintenance tasks

Maintenance to ensure servers are securely patched and configured optimally will be carried out for a period of no greater than 6 hours during a calendar month. The weekly Maintenance Services window commence on Saturday 05:00 GMT / BST for production systems and Sunday 04:00 GMT / BST for non-production. All routine maintenance shall be performed within this window, unless agreed otherwise with the Customer / Partner.

Service Credits

The following service credits relate specifically to the availability of network connectivity and hardware uptime; applications-related issues are not within scope. The Service Credits are as follows:

- First month of missed uptime: 10% of the monthly cloud hosting figure. This is directly applied to the month that the missed SLA was experienced.
- Second consecutive month of missed uptime: 20% of the month cloud hosted figure. This is directly applied to the month that the missed SLA was experienced.
- Third consecutive month of missed uptime: 30% of the month cloud hosted figure. This is directly applied to the month that the missed SLA was experienced.
- Fourth consecutive month of missed uptime: 40% of the month cloud hosted figure. This is directly applied to the month that the missed SLA was experienced.

The maximum service credit in respect of relevant charges during a calendar month shall be 40% of the relevant charges payable during that calendar month, irrespective of the number of incidents during that calendar month.

Disaster Recovery

The Disaster Recovery times are set as follows:

- The Service Recovery Time Objective (RTO) is a maximum of 12 hours.
- The service Recovery Point Objective (RPO) is a maximum of 1 hour.

Service Description

ETL - File Imports/ File Exports:

HeyCentric's unique file transportation solution will retrieve and transport external files from source to the HeyCentric import platform, with multiple file types such as CSV, DAT, TXT (Windows & UNIX), XML and XLSX all being handled seamlessly by the system.

The HeyCentric file import mechanism will cater for income management files (including settlement files from multiple payment service providers), non-income management files as well as invoices and balances from 3rd party debtor systems.

Automation:

HeyCentric wants to understand the data being imported. Business users manually allocating income is no longer the reality. Using HeyCentric's AI tools means the software receives and segregates income accordingly using pre-defined allocation rule sets and applies machine logic to matching routines. These matching rules are fully configurable by the business user, with significant time having been invested in producing tools that allow users to dictate how income is segregated.

Receipting:

HeyCentric Receipting has been designed to provide the best possible options for an organisation and maximising their reach to citizens and businesses alike. HeyCentric's Face-to-Face solutions allows an organisation to receive payments via cash, cheque and debit/credit card

eReturns:

The eReturns module allows business users record and register income to the system in a timely and efficient manner. The business has instant visibility over its remote sites that may take income on an ad hoc basis. eReturns reduces labour intensive tasks and our innovate solutions can include pluggable card devices that integrate with the HeyCentric eReturns app seamlessly.

Business Transaction Processing (Allocations, Reallocations & Reversals:

This transaction management module allows businesses allocate, re-allocate, reverse and refund payments where necessary.

Take on Data **Unit4 Upgrade sites only**

All upgrades to HeyCentric will require data migration from the existing Unit4 Income Management solution. This process is made seamless using HeyCentric and is standard as part of the upgrade process. In addition to the data migration process Unit4 customers will also be provided with a "Take on Unallocated Income" & "Take on Receipt" wizard. This ensures that applicable receipt transactional data entered in legacy IM can be brought into HeyCentric IM.

Enquiries & Reporting:

HeyCentric uses the latest cutting-edge user interface technology that provides the business user with enquiry functionality and report appropriately. This provides the organisation with instant visibility over their income.

Fixed Registers:

The core building blocks that power the HeyCentric solution and store the following system attributes and definitions. Including Revenue Codes; Payment Types; Additional Segregators; External System Import & Export File Types; External Debtors; External Ranges; External Payment References.

SECTION B - Additions to Unit4 – Details of Processing, Security Measures and Sub-Processors

Data Processing Information (Including Sub-processors)

Part 1 – DETAILS OF PROCESSING

1. NATURE AND PURPOSE OF THE PROCESSING:

Personal data is processed in order to provide the Services:

The subject matter of the processing relates to Personal Data used or accessible in the course of provision of an Income Management solution by HeyCentric Limited, with ancillary links to third party telephony (Sybernet Limited) and card transactional capacity (Stripe Payments Europe Ltd). The third-party telephony and card transaction providers are subject to change depending on the end customer's requirements and will be assessed on a case by case basis.

2. TYPES OF SERVICES AND THE PERSONAL DATA THAT IS PROCESSED:

Customer may submit Personal Data to enable HeyCentric to render the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include the following type of Personal Data depending on the type and scope of the Services:

This may include: names; addresses; contact details; telephone numbers (including mobile); email address(es); other contact information; date of birth; age; place of birth; nationality or citizenship; residency; domicile; spoken language(s); passport number; national security number or social security number or ID card reference; marital status; beneficiary details under benefits; gender; employment information (including: salary; position; pay scale; pay step; competences and personal notes); tax information; benefits information; union membership; next of kin provided (name; address; birthdate; phone number; emergency contact details); start and end dates of employment; bank account or credit card details; personal service company details (name; registration number and registered office); directorships; VAT numbers; documents (written or electronic) containing any of the above.

3. DESCRIPTION OF THE PROCESSING AND MEANS:

Processor will Process the aforementioned Personal Data in connection with the provision of the Services:

Personal Data will be entered into the HeyCentric system to allow customers to organise and manage processes related to the operational functioning and management and / or administrative processes of their internal revenue collection processes. Processes carried out by HeyCentric may include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) in relation to intended functionality of the HeyCentric software including processing of:

- Revenue management;
- Payment processing (non PCI-DSS in nature);
- Bank Statement processing; and
- Third-Party system processing.

The Processing by HeyCentric will involve access to the Personal Data for the purposes of providing SaaS services, and other consultancy services (to the extent applicable) and administering the contract generally.

4. RETENTION PERIOD

HeyCentric will keep the Personal Data **for the duration of the Agreement as long as HeyCentric is included in the Agreement.**

5. LOCATION OF PROCESSING:

HeyCentric (Hosting)	Customer Location:	Personal Data is Stored in:
	United Kingdom	United Kingdom
	EU	United Kingdom/EU
	Canada	Canada
	Elsewhere	Canada or UK
	Customer Location:	Support is provided from
	United Kingdom	United Kingdom and Poland
HeyCentric Support	Support is provided from the United Kingdom only.	
Professional Services	Professional Services will be delivered from the location dictated by the end Customer (for on-site work) and from the United Kingdom for off-site work.	

CONTACT DETAILS:

For questions or comments about the Agreement and Schedules the contact person is

By letter (addressed to Data Protection Officer), HeyCentric Limited, Kestrel Court,

Portishead, BS20 7AN or by email to info@heycentric.com.

Part 2 - SECURITY MEASURES

HeyCentric have both ISO27001 and ISO9001 certifications.

Firewall technology coupled with industry standard security measures are in place, such as the patching of operating systems, firewalls and other such technologies in a timely manner.

HeyCentric software will be subject to annual Pen Testing. This is conducted by an independent CREST accredited cyber security company named SureCloud. Whilst the independent company used it subject to change, any testing will always be conducted by a CREST accredited entity.

Part 3 – SUB-PROCESSORS

List of potential sub-processors and locations of processing are as follows:

Service	Sub-processor (company name, location etc.)	Processing location	Type of service by Sub-processor
Cloud Hosting	Microsoft Azure	As per section 5 above	Hosting
HeyCentric Income Management Solution	Microsoft Azure	HeyCentric Income Management Solution	Microsoft Azure
Telephony	Sybernet Limited	Farnborough, Enfield	Telephony Hosting
PSP & Acquirer	Stripe Payments Europe Ltd	EEA	Payment processing

SECTION C - ISV Heycentric Additional Fees

All transactions taken through HeyCentric Web Payments, HeyCentric Telephony payment services and HeyCentric Chip and Pin are subject to transaction and network fees. You will not be invoiced by Unit4 for these fees, but these are taken at source by Stripe.

These transaction and network fees are accounted for within the HeyCentric Income Management solution and categorised accordingly to make these standard card costs easily identifiable and reportable.

Transaction Fees - utilising Stripe payment platform

Indicative transaction fees are as follows:

- £0.11 fixed per transaction (which includes RADAR anti-fraud check)
- 0.445% for web payments and telephone transactions (which includes settlement fees)
- 0.475% for chip & pin transactions (which includes settlement fees)

As well as these fees all card transactions are subject to Network fees (see below). These are driven by the type of card, the card issuer, the native currency of the card and the network or location that the payment is made through.

Network fees

Any network fees are added to the transaction as a direct pass-through cost (as they are completely beyond our control). The permutations on these are wide-ranging, but we have demonstrated some indicative examples below:

- VISA / Mastercard Consumer Debit Card = 0.200% per transaction, £0.02 fixed fee per transaction
- Mastercard Consumer Credit Card = 0.200% per transaction, £0.02 fixed fee per transaction.
- VISA Consumer Credit Card = 0.300% per transaction, £0.02 fixed fee per transaction.
- VISA Commercial Debit Card = 0.300% per transaction (capped at £1.50 over £20k), £0.05 + £0.02 fixed fee per transaction.
- Mastercard Commercial Credit Card = 1.350% per transaction, £0.02 fixed fee per transaction.
- VISA Commercial Credit Card = 1.4% per transaction, £0.02 fixed fee per transaction.
- AMEX Credit Card = 2.5% per transaction, £0.02 fixed fee per transaction.

Network fees can vary depending on VISA, Mastercard and AMEX's published rates. Note that these rates can go both down as well as up depending on the status and rates published by each of the payment providers. These examples are given to try and cover as many scenarios as possible, but there might be other scenarios that are not covered within this commentary. However, these rates will generally be accurate for the scenarios that they cover.

Benefits to using Stripe as payment service provider and acquirer include transparency on transaction costs, anti-fraud protection product Radar, meta data tagging of transactions as they are being made to enhance auto reconciliation processes, ability to refund transactions simply from within the HeyCentric Income Management solution and management of chargebacks within the solution.

Additional Terms of Use for GrantsNow (Third Party Service)

INTRODUCTION

Solution and Description

GrantsNow is an online platform that enables its customers to manage their pre-awards processes. GrantsNow is provided by Fusion Practices Limited (Co. No. 07103004) whose registered office is at 24 St. John Street, London, England, EC1M 4AY (**Fusion Practices**).

Web link

<https://grantsnow.co.uk/>

SECTION A - Additions to Standard Terms (Unit4 General Terms of Business)

The service description for the GrantsNow solution can be found in the Schedule.

Unit4'S General Terms of Business apply to the GrantsNow solution subject to the following variations:

Service Level Agreement	Please see the Service Description below. GrantsNow is intended to be available 24 hours a day, 7 days a week except for: (a) any planned downtime which includes weekly maintenance every Sunday between the hours of 3am (GMT) to 9am (GMT) (the Standard Maintenance Window), (b) emergency maintenance if deemed necessary and (c) down time caused by Force Majeure. Fusion Practices Limited will use commercially reasonable efforts to notify Customer four (4) days in advance of downtime planned for a Standard Maintenance Window. Service Availability is at least 99% of the time each quarter, excluding any downtime during a Standard Maintenance Window. Fusion Practices host GrantsNow on the Oracle PaaS Cloud Service. The Service Levels for hosting are available here: https://docs.oracle.com/enus/iaas/Content/General/Reference/servicelevelobjectives.htm .
Service Description	Please see the Service Description below.
Other relevant information	Please see the Service Description below.

Data Processing Information (Including Sub-processors)

Part 1 – DETAILS OF PROCESSING

1. NATURE AND PURPOSE OF THE PROCESSING:

Personal data is processed in order to provide the Services.

2. TYPES OF SERVICES AND THE PERSONAL DATA THAT IS PROCESSED:

Customer may submit Personal Data to enable Fusion Practices to render the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include the following type of Personal Data depending on the type and scope of the Services:

Name, Address, Designation, Compensation details, Email id & Phone number.

3. DESCRIPTION OF THE PROCESSING AND MEANS:

Processor will Process the aforementioned Personal Data in connection with the provision of the Services.

4. RETENTION PERIOD

The Processor will keep the Personal Data **for the duration of the Agreement as long as Fusion Practices is included in the Agreement**.

5. LOCATION OF PROCESSING:

United Kingdom

Fusion Practices reserves the right to change the hosting provider to another party within the EU, by notifying the customer 90 days in advance.

6. CONTACT DETAILS

For questions or comments about the Agreement and Schedules the contact person is:

Name: Ian McGowan

Designation: Sales Director

Email Id: ian.mcgowan@grantsnow.co.uk

Mobile Number: +44 77100 41194 / +44 2071 019621

Part 2 - SECURITY MEASURES

User access to the application (authentication) is managed by Oracle IDCS which provides identity management, single sign-on (SSO), and identity governance for GrantsNow. Access to areas within the application (authorization) is managed by a custom robust security module, which is used to manage access for individual users by the admins.

All API communication within the application and for public APIs is governed by OAuth2.0 which is an industry-standard protocol for authorization.

GrantsNow is hosted on Oracle Cloud infrastructure, which is designed to protect customer workloads with a security-first approach across compute, network, and storage—down to the hardware.

Part 3 – SUB-PROCESSORS

List of potential subprocessors and locations of processing are as follows:

Sub-processor: Oracle Corporation UK Limited (Co No 01782505)

Registered Office: Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA

Location of Processing: United Kingdom

Website: <https://www.oracle.com/>

Service Description

Infrastructure & Integrations

GrantsNow is hosted on Oracle Cloud Infrastructure, which is used by 1000's of companies globally. The data centres are located in South London & Newport, South Wales and offer a highly secure and reliable Cloud platform, meeting all UK regulations.

More can be seen at: <https://www.oracle.com/uk/cloud/>

- ⇒ Seamless integrations via APIs with your Finance, HR (ERP) and post-award systems
- ⇒ Integration with any Finance or ERP system via APIs or automated file transfers
- ⇒ Offers users a unified look and feel with Oracle Cloud ERP enabling faster adoption.
- ⇒ Pre-built plug and play integrations with any system reduces implementation time
- ⇒ Full integration with other third-party systems on your behalf

Key Functionality

1. Opportunities

- ⇒ Searchable database of funding opportunities from all leading Funders
- ⇒ Featured Opportunities, based on user's profile and preferences.
- ⇒ Easy sharing and collaboration
- ⇒ Application of Interest on Opportunities
- ⇒ Automatic transfer of details to project proposal

2. Pre-Awards

a. Proposal

- ⇒ Seamless proposal creation with data taken directly from a chosen Opportunity
- ⇒ Support of subprojects for multiple inter-departmental collaborations
- ⇒ Support for multiple funders per project
- ⇒ Effortless Record Duplication: Minimize Data double-entry effort
- ⇒ Record External Partners or in-kind contribution

b. Costing and Pricing

- ⇒ Supports multiple cost models (fEC/TRAC, Horizon etc)
- ⇒ Flexible Costing Engine Capable of incorporating future TRAC changes with ease.
- ⇒ Cost-to-funding comparisons
- ⇒ HR Integration for staff costing for accurate staff costing.
- ⇒ Multiple costing versions to explore different options.
- ⇒ Funding rules that can be configured for your needs.
- ⇒ Configurable costing to incorporate your institution-relevant rates.

c. Intelligent Workflow Management

- ⇒ Configuration of your institution's workflow needs.
- ⇒ Ability to insert extra steps per proposal (peer review etc.)
- ⇒ Full visibility of the approval process including configurable alerts for outstanding items

d. Printing and Submission

- ⇒ Print Proposal report based on Institution specific template.
- ⇒ Funder-specific Submission Reports for funder portals

- ⇒ FEC report for cost and funding comparison
- ⇒ Multi-currency support in report printing

e. Document Storage

- ⇒ Attach documents at any stage of the process
- ⇒ Associate and store key documents associated with the project and workflow stages in a logical and structured manner
- ⇒ Supports all type of file formats

3. Post-Awards

- ⇒ Capture Multiple projects and awards
- ⇒ Adjust Costing based on actual Award values received from the Funder
- ⇒ Approval workflow for Award & Research Project setup
- ⇒ Seamless Integration with ERP / Finance System to transfer Award data & Reporting
- ⇒ Award vs Estimate vs Expenditure report
- ⇒ Staff time allocation report (by project)
- ⇒ Staff Utilisation report (by project)
- ⇒ Equipment / Facility Usage report
- ⇒ Staff Project Roles (by Faculty or Dept)
- ⇒ Fully customisable dynamic reports as per customers' requirements
- ⇒ Ability to export to PowerBi or other external reporting applications

4. Ethics

- ⇒ Independent or Project based ethical process.
- ⇒ Capture response from Individual or as a Collaboration
- ⇒ Dynamic forms capability for generation of customisable forms
- ⇒ Assign risk scores to responses.

5. Profiles

- ⇒ Recording of personal profile (qualifications, biography, research interests and areas, ORCID, etc.)
- ⇒ Integration features to support showcasing via your website, to foster collaboration.
- ⇒ Automatic linking of each researcher to their Profile from your CRIS System
 - Awards
 - Contracts
 - Outputs
 - Impact case studies

6. Reporting Suite

- ⇒ Flexible and dynamic user-defined data search and reporting facilities built into the system, with content exportable in Excel, PDF, CSV and XML formats.
- ⇒ Ability to create user defined templates in Microsoft Word format to present data in your desired style.
- ⇒ Regular SQL data extract available for use by your Business Intelligence solution
- ⇒ Ability to create user defined Info-lets and charts based on reports
- ⇒ Generate automated (scheduled) and manual reports effortlessly, ensuring you stay up to date with the latest information.

7. Contracts

- ⇒ Comprehensive contract management system that captures and stores contracts of various types, including parties involved, associated documents, and related notes.
- ⇒ Contract assessment checklist to gather essential information during contract initiation.
- ⇒ Contract development process streamlined through workflow management.
- ⇒ Automated generation of external documents utilizing templates and contract metadata.
- ⇒ Integration with Digital signature software for E.g. Docu-Sign

TRAINING CAPABILITIES

Our approach to user training adheres to a blended methodology that ensures that all users are targeted with the most appropriate content in several different ways. This approach fully equips an organisation for a successful product rollout within the context of a wider communication program to detail the system change and the overall strategic direction of the business.

Training will be provided prior to using GrantsNow and to allow time for staff to ask questions. As part of the roadmap the following will be in place:

- ⇒ Train the trainer material
- ⇒ Face to face training during implementation stage.
- ⇒ Follow up remote video training provided live by the trainers
- ⇒ Help buttons and user help guides throughout the platform
- ⇒ A rolling programme of training for any substantial new updates
- ⇒ Video demonstrations on every function of the product

SUPPORT MODEL

GrantsNow follows an ITIL approach that falls into 3 key pillars:

- ⇒ Level 1: The service desk (a single point of contact for end users) – this is usually provided by the client
- ⇒ Level 2: Technical & Functional Experts (Configuration, reports, integrations)
- ⇒ Applications & IT Ops team – delivering enhanced functionality and product releases.

Support Level	Roles and Responsibilities	
	Buyer	Fusion Practices
Level 1	Client to operate a focused Level 1 support layer (comprised of a skilled-up help desk team) To start with this includes identifying the tickets, severity levels, priorities - Password Resets, New account/user, Access requests etc	GrantsNow will work with your team to resolve the issues. The focus is to develop and enhance the knowledge database with the key focus of "Shift Left" – making buyer self-sufficient in resolving level 1 incidents/tickets GrantsNow will also undertake level 1 incidents in scenarios like unforeseen bandwidth issues resulting from the your staff unavailability during holidays etc.
Level 2	Categorising the tickets, assigning them to the queue on a timely basis	Functional and technical application support team to monitor the tickets assigned to the queue and work based on the priority/severity assigned.
Level 3	Work alongside GrantsNow	Coordinate with our Product development team to manage the schedules for test environments (P2T), Bug fixes, enhancements and other product related issues.

Support team will cover the following UK hours.

Core Hours: 0900 - 1700 - Monday – Friday inclusive

A dedicated helpline that includes telephone, email, and a portal to log tickets will be provided to your help desk and users for effective and faster communication. GrantsNow support will be an integrated support model that will focus on enhancing your team with the application knowledge, taking ownership for resolving issues and at the same time working together as one team.

BACKUP, RESTORE AND DISASTER RECOVERY OPTIONS

GrantsNow is a database application built on the Oracle Autonomous Database. Oracle's Autonomous Database automatically backs up our database. We can restore and recover our database to any point-in-time in this retention period so that client's data remains safe. Oracle uses physical destruction and logical data erasure processes so that data doesn't persist in decommissioned hardware. Oracle's Media Sanitation and Disposal policy defines requirements for removal of information from electronic storage media (sanitization) and disposal of information which is no longer required to protect against unauthorized retrieval and reconstruction of confidential data. Electronic storage media include laptops, hard drives, storage devices, and removable media such as tape.

GrantsNow is a database application that is hosted on the Oracle Cloud Platform as a Service (PaaS). Oracle provides High performance and availability above 99.95%

- ⇒ High performance: Delivers 80% lower latency and more than 5X throughput than other cloud providers by utilizing database-optimized hardware, automated tuning, and indexing.
- ⇒ Always online: Provides more than 99.95% availability using a combination of Oracle's Gen 2 Cloud Infrastructure, Oracle RAC, Autonomous Data Guard, and daily automatic backups.
- ⇒ Protection from human error: Oracle Flashback, provided with Autonomous Transaction Processing, instantly rewinds accidental changes to application schemas, protecting users from human errors. It supports recovery at all levels including row, transaction, and table—and across the entire database.

ON-BOARDING AND OFF-BOARDING SUPPORT

Following steps are considered by Fusion Practices while on-boarding new client for successful cloud transformation journey:

- ⇒ From our experiences we understand that the first month post Go-live is very critical. Introducing new processes, new product will call for a lot more queries from the end users. During the Hypercare/warranty stage, we will retain some of the implementation team at no extra cost to buyer to help adopt new system.
- ⇒ Further during Hypercare period, some of the project delivery team members will transition into support team, with project roles being backfilled. All Project documents such as configuration workbook, technical specification etc. will be duly updated

in the newly created knowledge repository folder structure Fusion Practices focuses on the delivery and support of service, and value to the business, users, and customers.

- ⇒ Training would be conducted for seamless cloud transition. Here we would leverage our training expertise and provide knowledge transfer sessions to key users.

BUSINESS CONTINUITY

We deploy GrantsNow on the Oracle Cloud Services, which is a resilient computing infrastructure designed to maintain service availability and continuity in the case of an incident affecting the services.

Data centres retained to host Oracle Cloud Services have component and power redundancy with backup generators in place, and Oracle may incorporate redundancy in one or more layers, including network infrastructure, program servers, database servers, and/or storage. We periodically make backups of any production data in the Oracle Cloud Services for minimising data loss in the event of an incident.

Backups are stored at the primary site used to provide the Oracle Cloud Services and may also be stored at an alternate location for retention purposes. A backup is typically retained online or offline for a period of at least 60 days after the date that the backup is made.

Additional Terms of Use for Proactis (Third Party Service Provider)

The following additional terms will be incorporated into any Agreement with Unit4 for the supply of Services delivered by the Third Party Provider known as Proactis:

Variations	The Proactis solution does not automatically renew after expiry of the Minimum Term and Customer must agree such renewal with Unit4 for and on behalf of the Third Party Provider prior to expiry. Return of Customer data during the Minimum Term of the Third Party Service is a chargeable activity, save where this is Personal Data and must be returned in accordance with Law. Where return of Customer data is in a format that is different to that in the Third Party Provider's "Exit Strategy", then this is also chargeable. The Exit Strategy is set out below.
Service Level Agreement	See below
Service Description	See below
Other relevant information	Support information provided below

Unit4 will procure the delivery of the Third Party Service in accordance with the SLA and service terms below. Customer will comply with the applicable terms of these documents.

Rego

Service Level Agreement (“SLA”)



Service Level Agreement

I. Availability

Availability is the period that the application(s) can actually be accessed by the Client. The Availability of the application(s) is defined as 99.5% of 7 days a week, 24 hours a day, 365 days per year, with the exception of any Scheduled Maintenance or downtime due to Force Majeure¹.

Scheduled Maintenance is the time period in which regular or scheduled maintenance can take place on the system and/or the application(s). Scheduled Maintenance shall be conducted between 6:00pm and 8:00am (Europe – GMT +1; United Kingdom – GMT; United States – EST) during weekdays and the full days on weekends and Proactis holidays. Except in the case of critical hotfixes, Proactis will inform the Client of any Scheduled Maintenance on the system or the application(s) at least forty-eight (48) hours in advance.

Proactis will monitor the Availability and provide a rebate, calculated as shown below, should the Availability performance fall below this target.

Proactis will provide monthly reports on the achieved Availability of the application when requested. Availability is calculated as follows:

$$\{(T - DT) / T\} * 100\%$$

Where:

T: total Availability for the month, and
DT: total downtime during the month

In which:

- only the components of Rego managed by Proactis are included in the calculation;
- non-Availability for planned downtime during the Scheduled Maintenance is not included in the calculation;
- non-Availability due to Force Majeure is not included in the calculation;
- non-Availability due to any failure in the elements of the Internet is not included in the calculation;
- non-Availability of non-production environments, including but not limited to, development, stage or test environments are not included in the calculation; and
- non-Availability due to modifications that the Client has implemented itself via a user's access to the application(s); or Client's failure to take avoidance actions or affirmative actions as specified by Proactis; or Client data issues where data is erroneous, corrupted, invalid or not in an agreed upon format are not included in the calculation.

¹ Force Majeure shall mean events or conditions beyond a Party's reasonable control and shall include, but is not limited to, embargoes, government measures, power failures, disruption of the internet outside the domain control of Proactis, major calamities in the hosting environment, war, revolution and/or any similar situation, defective goods, equipment or materials the usage of which the Client has prescribed to Proactis, explosion, water damage, lightning and storm damage, flooding and/or earthquakes/tremors. Both Availability and Support Services and Response Time do not apply under circumstances of Force Majeure.

If Availability deviates for two successive months from the agreed standard due to an attributable shortcoming of Proactis, Proactis will draw up an improvement plan. If, for the subsequent two month period the agreed standard is not met, Proactis will apply a discount structure to the SaaS fee in conformity with the following table. The relevant discount will be calculated on the monthly amount for the month(s) in which the breach has been observed:

Service levels	Measured Availability	Discount
Availability of the Application(s)	99.5% - 100%	0%
Availability of the Application(s)	97% - 99.5%	10%
Availability of the Application(s)	95% - 97%	15%
Availability of the Application(s)	< 95%	20%

II. Support Services and Response Time

During the term of the Agreement, the Proactis service desk will be available to the Client for the reporting and management of issues relating to the maintenance and support of the application(s).

Standard Support Times

The Proactis service desk will provide technical assistance for the application(s) electronically and via telephone during its normal working hours identified in the standard support time chart below. Standard support is not available on Proactis holidays.

Standard Support Time Chart			
Region	Local Hours	Time Zone	Language Support
Europe	Monday through Friday 9:00am – 5:30pm	GMT +1H (Brussels)	English, French, German
United Kingdom	Monday through Friday 9:00am- 5:30pm	GMT	English
United States	Monday through Friday 8:00am -8:00pm	EST	English

Recording an Issue

During the term of the Agreement, Proactis shall investigate any issues reported by the Client of any defect in the application(s) which involves a material failure of the application(s) or degradation of any material functionality specified the application(s) documentation.

An issue begins at the time of notification to the Proactis service desk and ends at the time when the issue has been signed off or a suitable workaround has been provided. Notification to Proactis service desk begins upon Proactis' receipt of a Client phone call; Proactis' receipt of a Client email; or Proactis' receipt of a ticket in the official Proactis ticketing system. Details of any issue will be stored in an automated system. Proactis will provide support services only for the then-current or immediately prior release of the application(s).



Priority of Issues

Issues can be categorized as follows in terms of priority:

Priority	Issue type
1 Critical	• Failure: application is not operational nor accessible and this affects 100% of the application(s) users. • No workaround exists.
2 High	• Not all application modules are available. • Application Interfaces (with customer systems) are not operational. • Significant performance loss of critical functionality. • Loss of application availability or critical functionality affects more than 25% and less than 100% of application(s) users which causes a major impact to the business operations of the Clients.
3 Medium	• Function loss within an application module where a workaround exists. • Application Interfaces (with customer systems) are functioning, but issues exist. • Performance loss on other components of the application which do not have a material effect on the availability of the application or system.
4 Low	• Function of an application module does not appear to be working as expected. • A workaround exists. • Other issues such as: requests for technical or functional assistance with routine operation of application(s); requests for information on application updates; upgrade requests; requests for support or guidance where information can be found in standard documentation; requests for non-standard support such as training, development of additional documentation, etc.

Response Time

As soon as reasonably possible after the notification of an issue, the resolution process shall begin. Target response and follow up times for each priority level are listed in the chart below. These are not resolution times but expected windows for Proactis to provide updates to Clients. Once an issue has been assigned to the development team, the target response and follow up times will no longer apply. The defect will become part of the development cycle and scheduled into a maintenance or full feature release based on priority, development hours required, and overall impact on Clients' business processes. The priority level of an issue will be determined by Proactis. Proactis will handle the issues as shown in the table below:

Priority	Initial Target Response Time*	Ongoing Follow Up Target Response Times*	Target Resolution Time*
1 Critical	1 hour	Commencing from the Initial Response Time, Proactis will provide progress updates every 2 hours.	A workaround or solution will be provided as soon as reasonably possible, with a target resolution time within 8 hours.
2 High	2 hours within standard support times	Commencing from the Initial Response Time, Proactis will provide progress updates at least once a day within standard support times.	A workaround or solution will be provided as soon as reasonably possible, with a target resolution time within 5 Working Days.

3 Medium	4 hours within standard support times	Not Applicable	In accordance with release planning
4 Low	8 hours within standard support times	Not Applicable	In accordance with release planning

* Proactis shall use commercially reasonable efforts to provide an initial response, including a proposed action plan, within the response times listed above. Proactis shall also use commercially reasonable efforts to provide ongoing follow ups within the ongoing follow up response times listed above and to provide a proposed action plan for resolution within the target resolution times listed above. Proactis does not guarantee a “fix” within the response times or resolution times set forth herein. Additionally, Proactis does not issue discounts or service credits related Support Services and Response Times.

Because Proactis monitors the SaaS service, it is possible that an issue is detected by Proactis before it is reported by the Client. In such cases, therefore, immediate action will be taken by Proactis.

Where, in the reasonable opinion of Proactis, an issue resolution is not possible because the issue is outside the Proactis service desk responsibility in compliance with the terms of the Agreement between the parties, the issue shall be re-categorized. Proactis shall, however, use reasonable endeavors to further investigate the cause(s) of the issue and promptly report its findings to the Client where practicable. Should the task of investigation be, in Proactis’ sole reasonable opinion, lengthy or complex with an outcome that the incident was outside of the Proactis Service Desk Responsibility, Proactis will consult with the Client to determine if the Client requests that Proactis further investigate the incident in return for a reasonable sum payable by the Client for Proactis’ expended time. If the parties agree to the additional work and the associated fees, the parties will create a mutually agreed upon writing signed by both parties.

Additional Terms

If the configuration and structure (functional management) of the application(s) is the responsibility of the Client, the failing operation of the application(s) that is attributable to the Client shall be treated in the same manner as other issues, however these issues fall outside this SLA document and any work performed by Proactis as a result hereof can be charged to the Client based on actual costs.

This Service Level Agreement, including both Availability and Support Services and Response Time, applies only to the Proactis application(s) and does not include Customer’s hardware, third party applications or software, or non-Proactis interfaces.

This Service Level Agreement, including both Availability and Support Services and Response Time, only applies where Client has the paid all applicable Fees under their Agreement; has not breached any of its obligations to Proactis under the terms of the Agreement; is using the applications under normal operations in accordance with the application documentation and Proactis instructions; and where Customer has provided its users adequate training.

If Client is unavailable for consultation or fails to provide all information reasonably requested by Proactis, Proactis will not be liable for adhering to these response or resolution times.

In the eventuality any of the situations listed above under the “Additional Terms” occurs, then Proactis may determine that a resolution to a reported issue may not be possible. Then Proactis may, in its sole discretion, re-categorize the issue as closed. Alternatively, if Proactis chooses, in its sole discretion, to remedy the issue, then Proactis will consult with the Client to determine if Proactis should further investigate the incident in return for a reasonable sum payable by the Client for Proactis’ expended time. If the parties agree to the additional work and the associated fees, the parties will create a mutually agreed upon writing signed by both parties.



Hosted System Information

The following Hosted Services High Level Design and Exit Strategy documents apply to the Customer in relation to the provision of the Third Party Service provided by the Third Party Provider:

Proactis UK Hosted Services High Level Design

This document is intended to provide a high-level overview of the UK hosted infrastructure and applications used to deliver our solutions to our customers.

Version 26.1 January 2026

Data Centre Reliability

- 99.95% Guaranteed Service Level Agreement
- 24-hour AC power; UPS with generator backup
- 3 backup generators with a combined capacity of 3.75MVA, each has capability to run data centre independently
- N+1 mains supply
- UK STOR Programme (put power back into the Grid)
- N+1 chilling systems
- Climate control for heating, ventilation and air conditioning (HVAC) is computer monitored
- Physical diverse and resilient network connectivity
- High Availability Network Devices (Firewalls/Switches/Load Balancers)
- DR Recovery Time Objective (RTO) six hours, Recovery Point Objective (RPO) 30 minutes

Data Centre Security

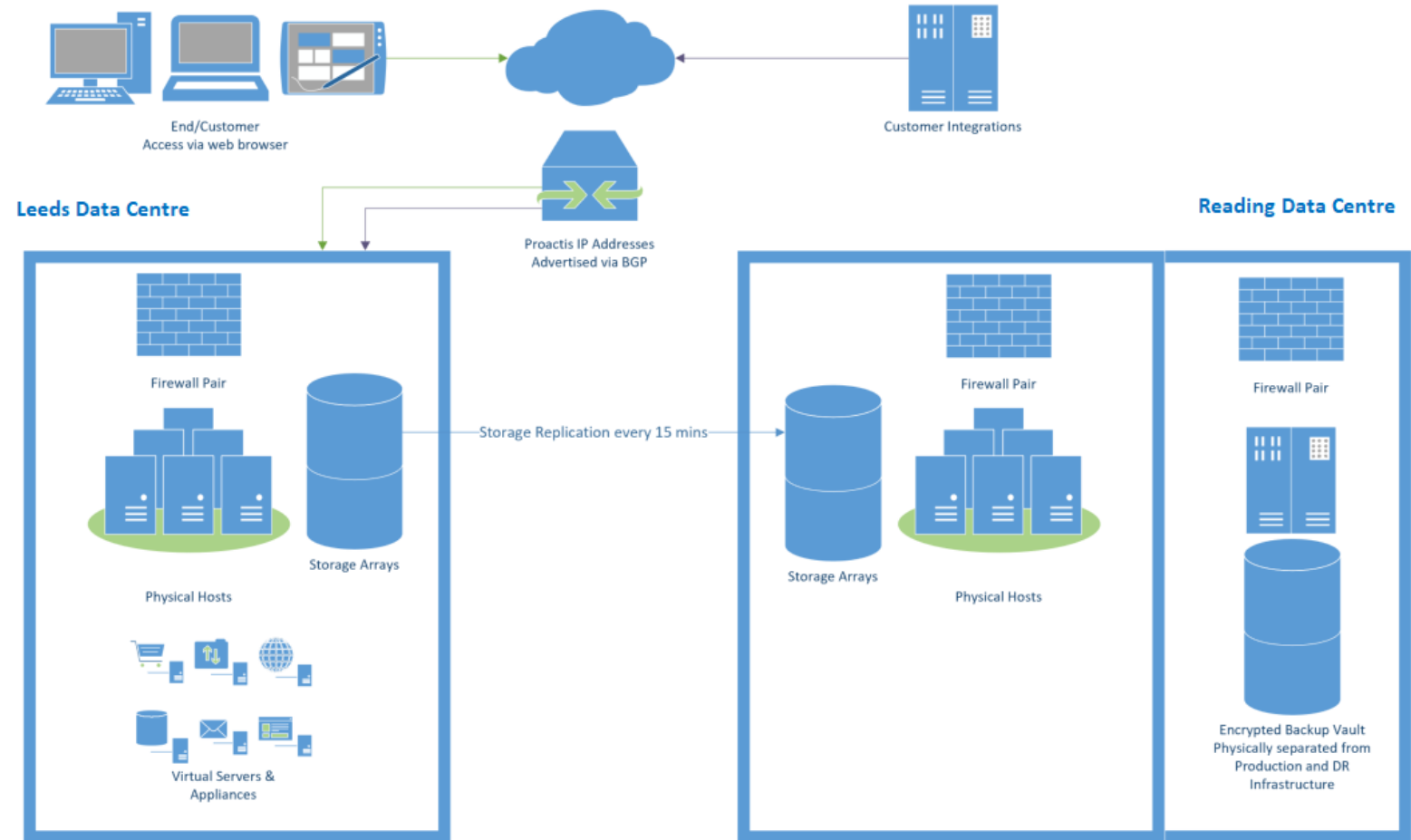
- ❶ ISO 27001, ISO9001 accredited, Cyber Essentials Plus, SSAE16 (SAS 70), PCI Compliant
- ❷ Entire plant under 24-hour surveillance
- ❸ Expert onsite monitoring team
- ❹ Physical vetting through single access point
- ❺ Dedicated data centre entry point controlled by both key card and PIN readers
- ❻ Mantraps employed at entrance to data floor (physical person verification to mitigate tailgating)
- ❼ Technical space subdivided by key card
- ❽ Cabinets always locked and secured
- ❾ CCTV monitors
- ❿ Encrypted backups

Proactis Security

- ❶ Restricted User Access
- ❷ 2 Form Factor Authentication
- ❸ App Servers in DMZ (separate VLAN's)
- ❹ Vulnerability/Penetration Scanning
- ❺ Annualised Independent 3rd Party Penetration Testing
- ❻ No unencrypted data in transit
- ❼ External IP Filtering (on supported products)
- ❽ Protected Backbone (datacentre owned, no public access)
- ❾ Automated reporting to check configuration and user security
- ❿ Segregated access per Job Function (based on the principle of least privilege)
- ⓫ Patch management processes in place which cover infrastructure devices and operating systems
- ⓬ Ethical Hacking Team
- ⓭ Documented Change Control Process in place

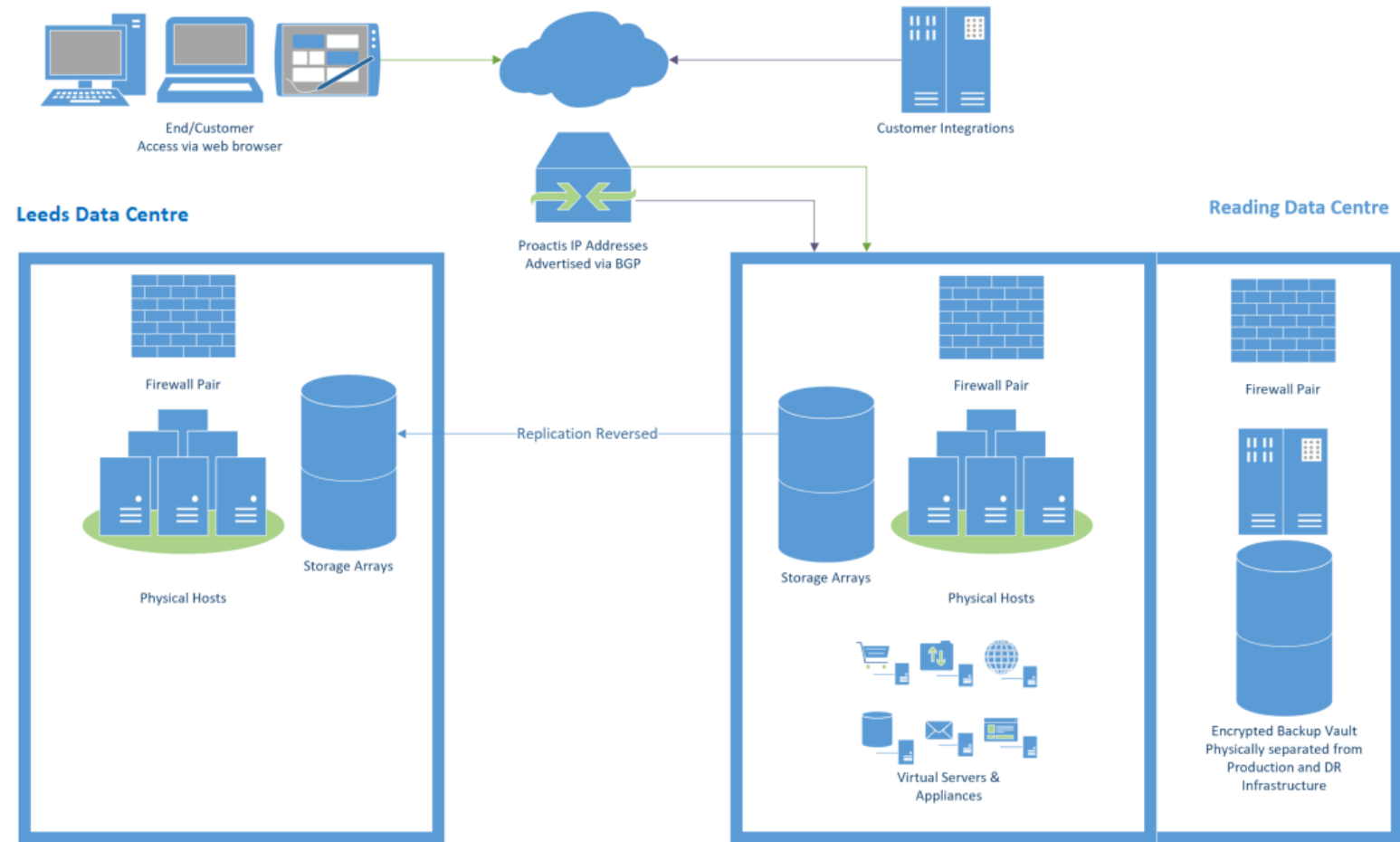
Leeds – Production Site

- End Users access via web browsers over HTTPS
- Integrations to Endpoints via Web API (HTTPS) or SFTP
- Virtualisation and storage area network (SAN) technologies to deliver the solutions to clients.
- All data is encrypted at rest using AES-256-XTS algorithm.
- The environment is constantly monitored to ensure there are no capacity issues.
- All network devices (Firewalls/Load Balancers/Switches) used to deliver service are configured in High Availability pairs to ensure no single point of failure.
- Environment is replicated to secondary site every 15 minutes.



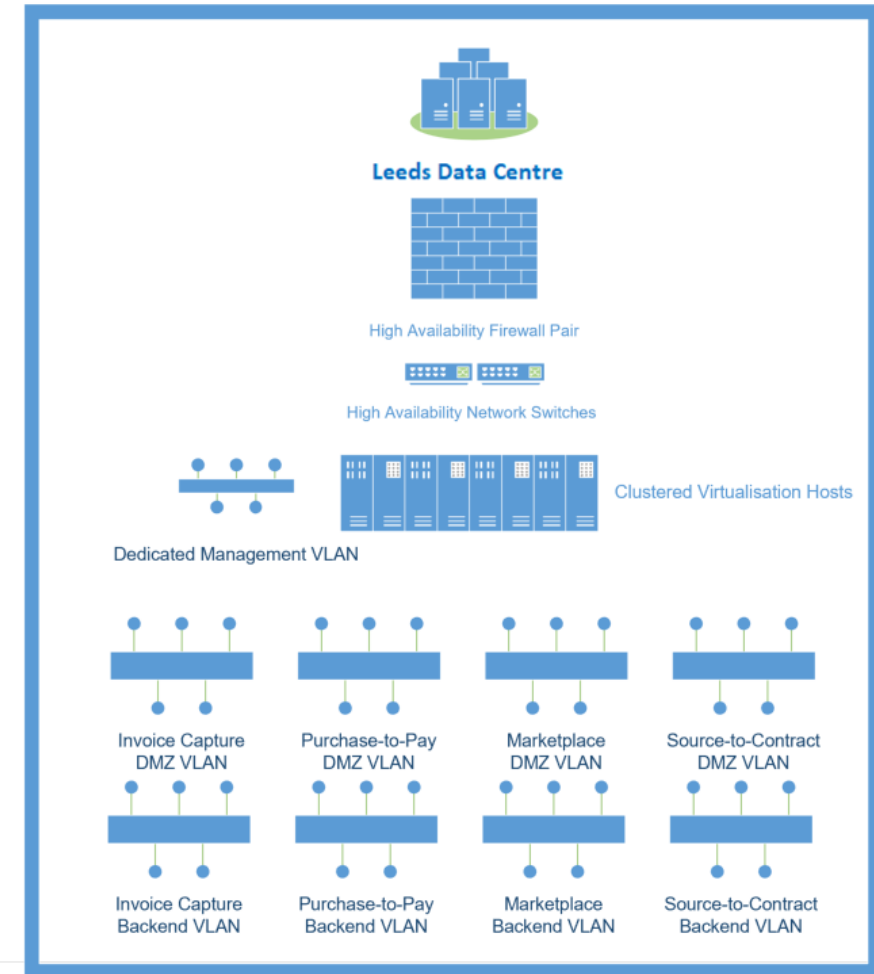
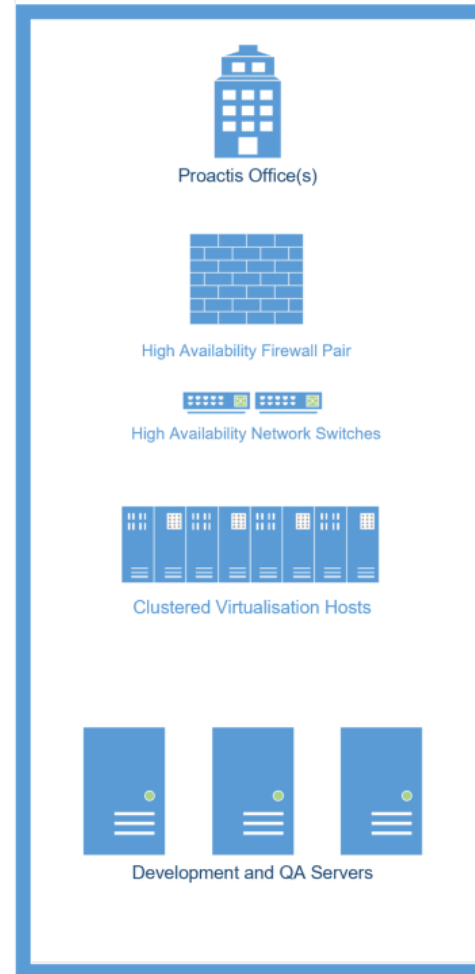
Reading – Secondary Site

- The secondary data centre is configured as a warm standby
- VMWare Site Recovery Manager (SRM) is used to transfer service to Reading in a DR event.
- Internet IP addresses can be rerouted to the Reading data centre.
 - Integration endpoints automatically re-established as IP addresses for connectivity are unchanged.
 - No DNS changes required.
- Virtual Servers/Appliances automatically started in a controlled fashion.
- Replication reversed, Reading -> Leeds data centre.
- A planned failback to primary data centre would occur once the issues have been resolved.
- Backups continue to the backup vault.



Corporate/Hosting/Network Separation

- Development and QA servers are hosted on internal office network using corporate logins.
- Dedicated hosted logins are provided to staff based on the principles of least privilege.
- No connection through to the hosted systems
- Isolated VLANs for different Product Groups, each with a DMZ for web facing servers, restricted backend network for databases/storage and individual user/services account credentials



Exit Strategy UK & EU

IT Availability Services Process

Version:

1.5

Date Reviewed:

October 2025

Classification:

Operational

Next Review Date:

October 2026

Table of Contents

1	Exit Strategy - Standard	3
2	Exit Strategy - Enhanced	4
2.1	Enhanced Exit Strategy – Options	4
2.2	Enhanced Exit Strategy - Costs	5
3	Decommissioning	6

1 Exit Strategy - Standard

The suggested outline Exit Strategy is as follows:

1. Customer to identify last usage of the system within boundaries of contracted provision and ensure (using inbuilt functions) that documents are exported from the system up until the termination of contract.
2. Date to be agreed between Proactis and the customer as to the final extract of data. For customers who are hosted by Proactis, the first extract will be provided free of charge. Any subsequent requests for copies would incur additional fees.
3. Customer to provide an encrypted external drive to Proactis for the purposes of transporting data. It is highly recommended that the service used for this are either via private courier or requiring signature through normal mail processes. If agreed between the parties, SFTP may be used instead.
4. Proactis will extract the customers' data and provide it in the format of a standard database backup. The type and version of the backup would be informed at the point of extract.
5. Proactis will then return the data on the encrypted device or via SFTP site to the customer and request that it is extracted and restored. The customer is responsible for the provisioning of the platform required to restore the data.
6. Confirmation is to be provided to Proactis by the Customer within 14 days of receipt of the encrypted device.
7. Once the customer has confirmed data is restored or after 14 days (whichever is sooner), Proactis will destroy all data relating to that customer. Further extracts will not be possible after this point.
8. If the customer requires any consultancy from Proactis after this process, then a full statement of works must be scoped and agreed by both parties and the data sent back to Proactis in the format it was originally provided. This will likely involve an enhanced offboard process, outlined in Section 4.

2 Exit Strategy - Enhanced

This strategy is based around additional requirements from standard where the customer has requested specific extracts of data or assistance from Proactis to help onboard data into a 3rd. party system.

If Proactis are able to extract the data in the format which is required, additional charges will be incurred.

Our suggested outline for the Enhanced Exit Strategy is as follows:

1. **Analyse and define the requirements.** This will include identifying the data to be extracted, its destination and format. This will include identifying the timescales for extraction of data.
2. **Specification.** Given the requirements, Proactis will produce a specification of how the required data will be extracted. The Customer would be required to sign off the specification and agree any charges before commencement of works.
3. **Development of any custom extracts.** This stage includes internal testing of the routines.
4. **User Acceptance Testing.** The extraction routines would be tested in a dry-run scenario so that the customer can verify that it meets their requirements. Sign-off is expected from the Customer before the final extraction takes place.
5. **Extraction.** This is the final extraction of data. This may be done in stages depending on the type of data. The extraction process should be agreed at the initial analytical stage of the project.
6. **Package and Transmission.** Customer to supply an encrypted external drive to Proactis for the purposes of transporting data. It is highly recommended that the service utilised for this are either via private courier or requiring signature through normal mail processes. If agreed between the parties, SFTP may be used instead.

2.1 Enhanced Exit Strategy – Options

- **Customer pre-requisites**
 - If the data is to be imported into a new destination system, Customers must provide all necessary information about the destination system and any associated data mappings.
 - Customers must allocate the necessary resources to assist Proactis with gathering and analysis of requirements, to read, understand and sign-off the specification, to complete the user acceptance testing within the agreed time frames and to assist with the receipt of the final data extraction.

- **Data Presentation**

The Customer's data will be presented in the format specified by the requirements. This is likely to include compressed and encrypted data files on suitable media. Where a single extract is very large it may be broken down into manageable segments.

- **Format of the data**

The Customer's data will be presented in the format specified by the requirements.

- **Access Control and Security**

The same access controls are applied to live data in transit as to live data contained within our production system. Proactis has an Access Control Policy which applies to all live data.

During the extraction process, the live data will be transferred directly from Proactis production system directly onto the relevant media. This media is subject to Proactis' standard security policy. The security of the data on the destination system is the Customer's responsibility.

Data will be compressed and encrypted using a suitable level of encryption before placing it on the media. Decryption and decompression instructions and keys will be sent separately from the data itself by alternative means agreed with the Customer.

2.2 Enhanced Exit Strategy - Costs

A minimum of 10 days effort at standard T&M (Time and Materials) rates will be charged for any enhanced offboard. Depending on the scope of work, this may be higher. Costs will be agreed at the analytical stage of the project.

3 Decommissioning

Upon termination of the contract, the services provided by Proactis will be appropriately and securely de-commissioned. Proactis will delete and destroy all customer data held on Proactis systems within 14 days of the Standard Exit Process (or when the customer has confirmed restoration, whichever is the sooner) or at the end of the Enhanced Exit Process when the customer has confirmed completion.

Following the final extraction of live data, the Customer's inactive data will be held and maintained as live data until the Customer's data is fully decommissioned. Decommissioning will commence on termination of the contract unless otherwise agreed between Proactis and the Customer prior to normal contract termination. The decommissioning process is as follows:

1. Receipt of decommissioning notice from Customer or Customers Proactis Account Manager. On receipt of this notice, Proactis will look to double check that the notice is valid and from a trusted Customer source if necessary.
2. Proactis will confirm back to the Customers agreed contacts that a decommissioning notice has been received and that the decommissioning process is about to begin. This will include the timescales for the process. Proactis will request acknowledgement of receipt of this confirmation.
3. On receipt, Proactis will begin execution of the decommissioning process. This process includes:
 - Identification of all data to be deleted and any data which falls outside the normal deletion procedures.
 - Specification and development of any customs procedures required to delete data outside the standard deletion procedures.
 - Testing of any custom procedures.
 - Execution of deletion procedures.
 - Testing to ensure all data has been fully and correctly deleted from the production system.
 - Destruction of any backups.
4. Proactis will confirm back to the Customer when the decommissioning process is complete.

The support for the Third Party Service will be provided in accordance with the Unit4 Support Terms. Additional information about support provided by the Third Party Provider can be found below for optional direct contact. Please see the following guide for further information:

Proactis Support System

Customer Guide

Proactis Ltd

Author:

Head of Technical Customer Support

Version:

V1.0

Table of Contents

1	Introduction	3
1.1	Readership	3
1.2	Version History	3
2	The Proactis Support Portal	4
2.1	Logging in to the Support Portal	4
2.2	Password Reset	5
2.3	Menu Items	5
2.3.1	Home	6
2.3.2	View Open Cases	6
2.3.3	View Closed Cases	6
2.3.4	Reporting	7
2.4	Raising a Case	8
2.4.1	Raise an Issue	8
2.4.2	Submit a Request	9
2.4.3	Ask a question	10
2.5	Reporting	12
2.6	Requesting a new Support Contact	12
2.7	Escalating a Case	12

1 Introduction

1.1 Readership

This document is intended for use by Customers, Partners and Resellers of Proactis for all aspects of the support function.

1.2 Version History

Date	Version	Description	Reviewed By
03/11/2023	V0.1	Initial Draft	Gavin Shaw
04/11/2023	V1.0	Minor amendments and release	Dave Leech

2 The Proactis Support Portal

In the Proactis Support System, tickets can either be logged by using the Customer Portal

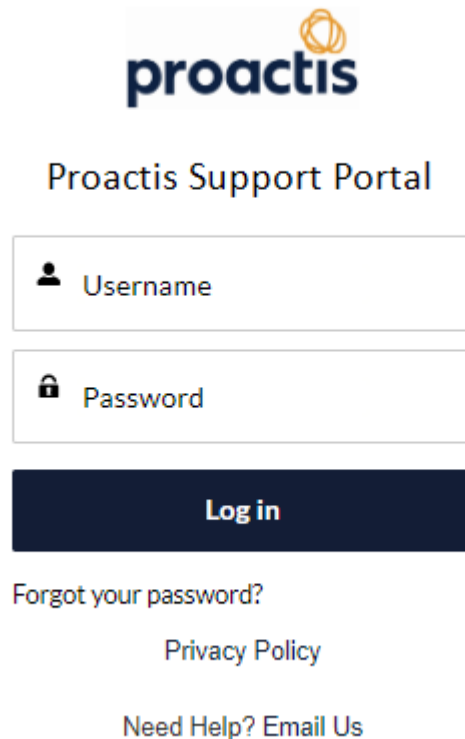
<https://proactisservicedesk.com/> or you can email support@proactisservicedesk.com.

Any emails sent from registered users will also be logged to view in the portal.

We recommend that customers use the portal where possible which allows you to select the service the query relates to which in turn will route your case promptly to the appropriate team.

2.1 Logging in to the Support Portal

If using the Support Portal, you will need to have a username and password set up to be able to login.



The image shows the Proactis Support Portal login interface. At the top is the Proactis logo, which consists of the word "proactis" in a dark blue sans-serif font with an orange circular icon above the "i". Below the logo is the text "Proactis Support Portal" in a smaller, dark blue font. The login form consists of two input fields: the first is labeled "Username" with a person icon to its left, and the second is labeled "Password" with a lock icon to its left. Below these fields is a dark blue button with the text "Log in" in white. At the bottom of the form are three links: "Forgot your password?", "Privacy Policy", and "Need Help? Email Us", all in a smaller, dark blue font.

2.2 Password Reset

If you have forgotten your Support System password, click [Forgot your password?](#) on the login page. You will need to enter your email address and click [Reset Password](#).

PASSWORD RESET

To reset your password, we'll need your username.
We'll send password reset instructions to the email address
associated with your account.

 Username

[Reset Password](#)

[Cancel](#)

2.3 Menu Items

Across the top of the screen you will be presented with 4 menu options.

 YOUR NAME ▾

HOMEVIEW OPEN CASESVIEW CLOSED CASESREPORTING



Welcome to your Proactis Support Portal

RAISE AN ISSUE



SUBMIT A REQUEST



ASK A QUESTION



REPORTING

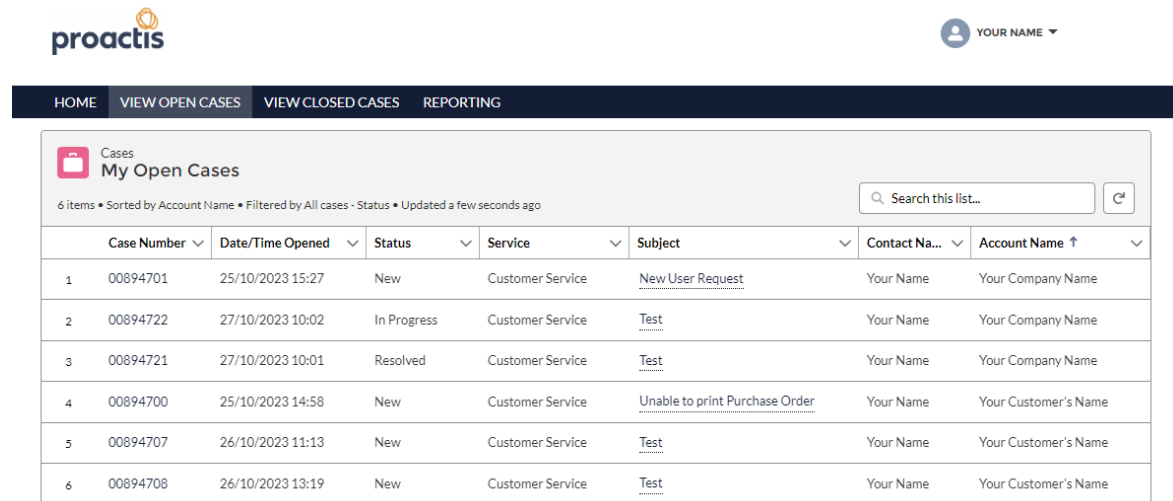


2.3.1 Home

Clicking this option will return you back to the Homepage from any other screen.

2.3.2 View Open Cases

Clicking the View open cases option will open a list view of all your current open cases.



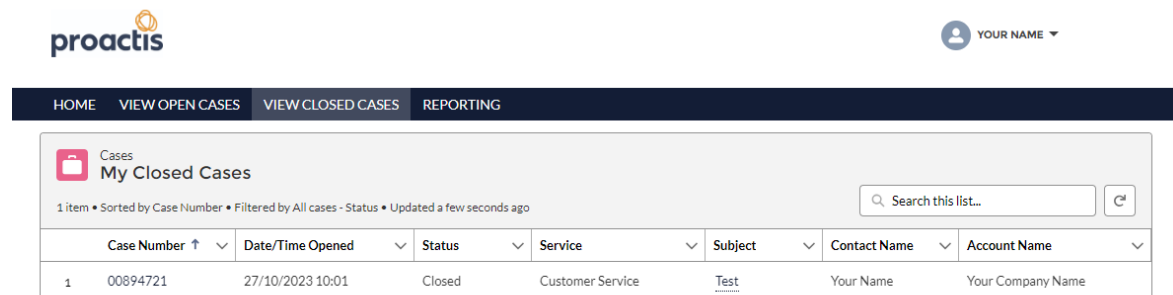
My Open Cases

6 items • Sorted by Account Name • Filtered by All cases - Status • Updated a few seconds ago

Case Number	Date/Time Opened	Status	Service	Subject	Contact Na...	Account Name
1 00894701	25/10/2023 15:27	New	Customer Service	New User Request	Your Name	Your Company Name
2 00894722	27/10/2023 10:02	In Progress	Customer Service	Test	Your Name	Your Company Name
3 00894721	27/10/2023 10:01	Resolved	Customer Service	Test	Your Name	Your Company Name
4 00894700	25/10/2023 14:58	New	Customer Service	Unable to print Purchase Order	Your Name	Your Customer's Name
5 00894707	26/10/2023 11:13	New	Customer Service	Test	Your Name	Your Customer's Name
6 00894708	26/10/2023 13:19	New	Customer Service	Test	Your Name	Your Customer's Name

2.3.3 View Closed Cases

Clicking the View closed cases option will open a list view of all your previously closed cases.



My Closed Cases

1 item • Sorted by Case Number • Filtered by All cases - Status • Updated a few seconds ago

Case Number	Date/Time Opened	Status	Service	Subject	Contact Name	Account Name
1 00894721	27/10/2023 10:01	Closed	Customer Service	Test	Your Name	Your Company Name

2.3.4 Reporting

Clicking the Reporting option will open a list view of all your cases. You can use the filters to select the criteria for cases you wish to export.

YOUR NAME ▾

HOMEVIEW OPEN CASESVIEW CLOSED CASESREPORTING

Case Reporting ⓘ

Company
Your Company Na... ▾

Created Date Filter
Current Year ▾

Start Date
01-Jan-2023 📅

End Date
03-Nov-2023 📅

Case Status
All ▾

Export to CSV

Owned By Team ▾	Service ▾	Case Number ▾	Contact Name ▾	Subject ▾	Priority ▾	Status ▾	Date Opened
Agnes Custodio	Customer Service	00894722	Your Name	Test	Critical	In Progress	27-Oct-2023
Agnes Custodio	Customer Service	00894721	Your Name	Test	Critical	Closed	27-Oct-2023
L1 - Support	Customer Service	00894701	Your Name	New User Request	Medium	New	25-Oct-2023

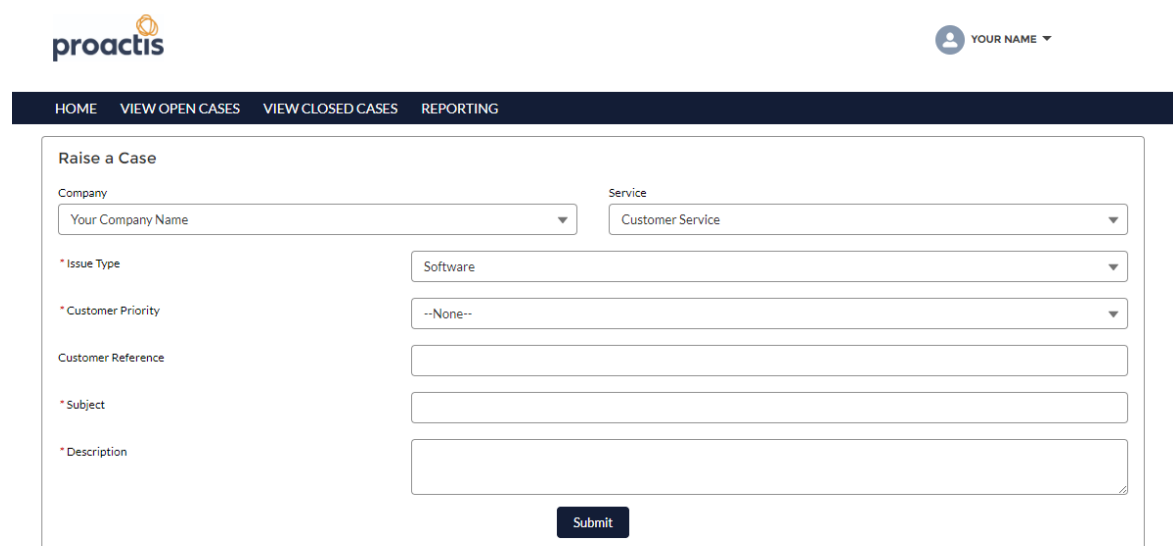
2.4 Raising a Case

There are 3 options on the Homepage you can use to raise a case, these are:

- Raise an Issue
- Submit a Request
- Ask a Question

2.4.1 Raise an Issue

This option can be used to report any potential system issues. You will be asked to enter some mandatory information as below.



The screenshot shows the Proactis user interface for raising a case. At the top left is the Proactis logo, and at the top right is a user profile icon labeled 'YOUR NAME'. Below this is a dark navigation bar with links: HOME, VIEW OPEN CASES, VIEW CLOSED CASES, and REPORTING. The main content area is titled 'Raise a Case' and contains a form with the following fields:

- Company:** A dropdown menu with 'Your Company Name' selected.
- Service:** A dropdown menu with 'Customer Service' selected.
- * Issue Type:** A dropdown menu with 'Software' selected.
- * Customer Priority:** A dropdown menu with '--None--' selected.
- Customer Reference:** A text input field.
- * Subject:** A text input field.
- * Description:** A larger text input field with a small icon in the bottom right corner.

A dark 'Submit' button is located at the bottom center of the form.

The service drop down will show all your available Proactis products. You can select the issue type and your priority for the case. The Subject would be a short summary of the issue and the Description can be used to provide a full description. Upon clicking submit the case will be raised and you'll be taken into the case.



YOUR NAME ▾

HOME VIEW OPEN CASES VIEW CLOSED CASES REPORTING

Case Number
00894701

Subject
New User Request

Close Case

Case Details

Case Number
00894701

Subject
New User Request

Description
Please create a new Contact and give them access to all our Customers

Name: Joe Bloggs
Email: joe@example.com
Job Title: Consultant

Account Name
Your Company Name

Issue Type
Software

Contact Name
Your Name

Service
Customer Service

Status
New

Date/Time Opened
25/10/2023 15:27

Customer Reference

Add Comment

Write a new comment...

Comment

Your Name (Customer) replied to customer service.
25 October 2023 at 15:28
Sorry I made a mistake.
Please only grant access to customer X at this time.

Your Name (Customer) created a case.
25 October 2023 at 15:27

If you wish to add an attachment you can add a comment and click the paper clip icon to add an attachment to the case.

2.4.2 Submit a Request

This option can be used to request any Proactis provided service. You will be asked to enter some mandatory information as below.



YOUR NAME ▾

HOME VIEW OPEN CASES VIEW CLOSED CASES REPORTING

Raise a Case

Company
Your Company Name ▾

Service
Customer Service ▾

* Issue Type
Software ▾

* Customer Priority
--None-- ▾

Customer Reference

* Subject

* Description

Submit

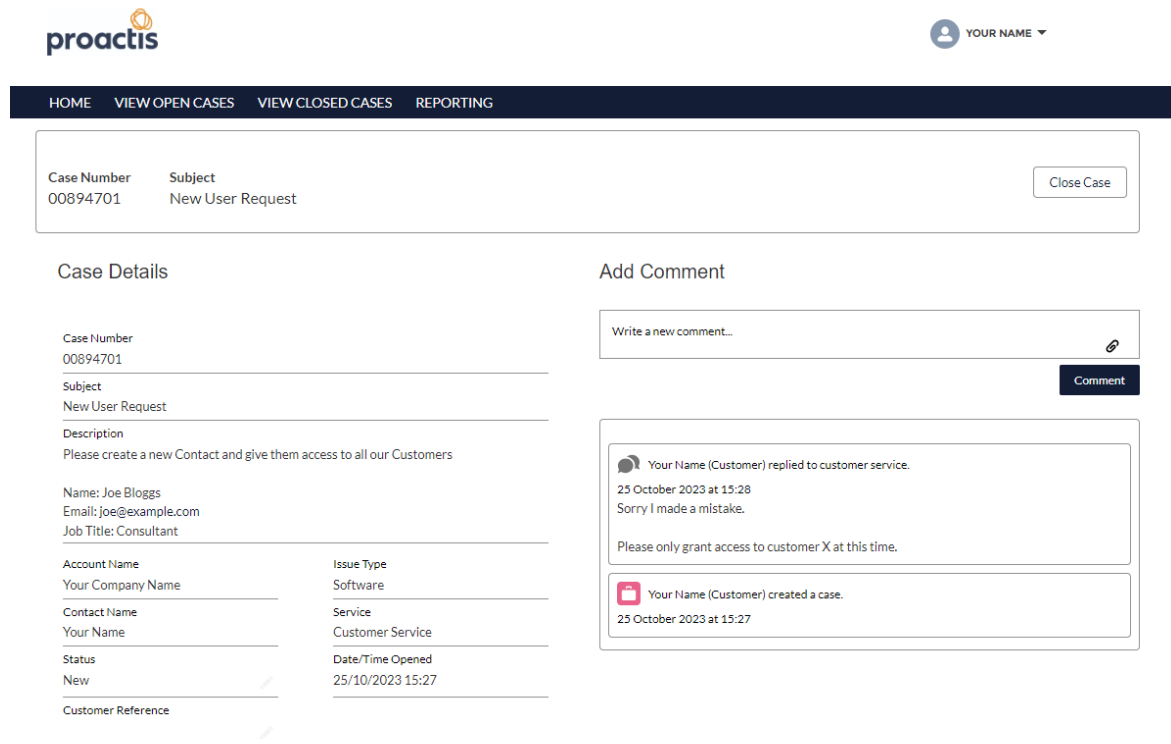
The service drop down will show all your available Proactis products. You can select the issue type and your priority for the case. The Subject would be a short summary of your request and the



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Description can be used to provide a full description. Upon clicking submit the case will be raised and you'll be taken into the case.

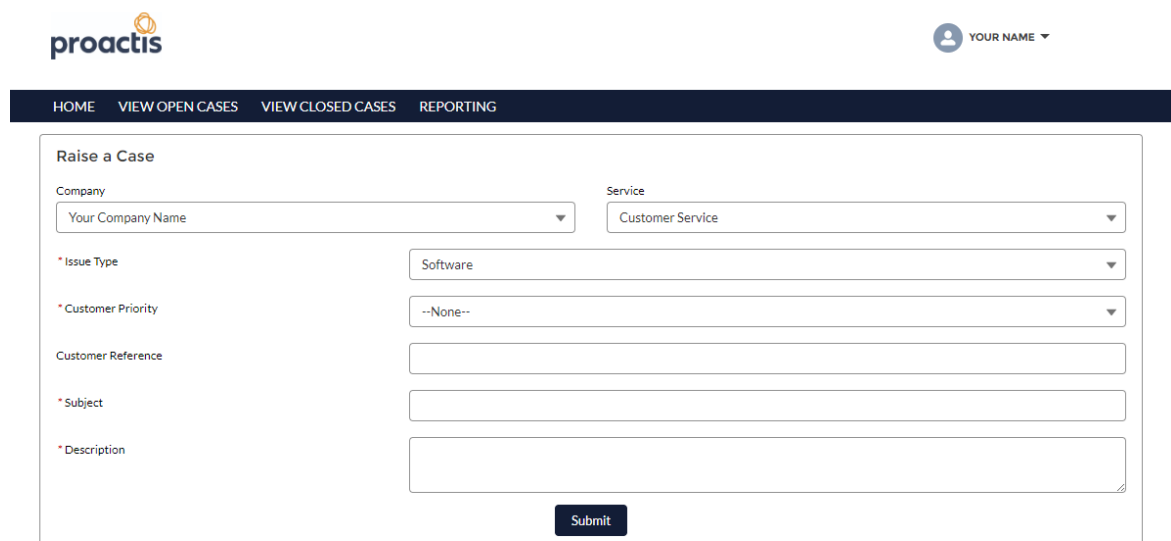


The screenshot shows the Proactis user interface. At the top, there's a header with the Proactis logo and a user profile icon labeled 'YOUR NAME'. Below this is a navigation bar with links: HOME, VIEW OPEN CASES, VIEW CLOSED CASES, and REPORTING. The main content area is divided into two columns. The left column, titled 'Case Details', contains a summary of the case: Case Number 00894701, Subject New User Request, and a description 'Please create a new Contact and give them access to all our Customers'. It also lists contact information for Joe Bloggs and account details. The right column, titled 'Add Comment', features a text input field with a placeholder 'Write a new comment...', a 'Comment' button, and a list of previous comments. The first comment is from 'Your Name (Customer)' replying to customer service, dated 25 October 2023 at 15:28, with the text 'Sorry I made a mistake. Please only grant access to customer X at this time.' The second comment is from 'Your Name (Customer)' creating a case, dated 25 October 2023 at 15:27.

If you wish to add an attachment you can add a comment and click the paper clip icon to add an attachment to the case.

2.4.3 Ask a question

This option can be used to ask any questions about our Proactis products. You will be asked to enter some mandatory information as below.



The screenshot shows the 'Raise a Case' form in the Proactis interface. The form is titled 'Raise a Case' and contains several input fields. At the top, there are dropdown menus for 'Company' (selected 'Your Company Name') and 'Service' (selected 'Customer Service'). Below these are dropdown menus for '* Issue Type' (selected 'Software') and '* Customer Priority' (selected '--None--'). There are also text input fields for 'Customer Reference', '* Subject', and '* Description'. A 'Submit' button is located at the bottom right of the form.

The service drop down will show all your available Proactis products. You can select the issue type and your priority for the case. The Subject would be a short summary of your question and the Description can be used to provide a full description. Upon clicking submit the case will be raised and you'll be taken into the case.



YOUR NAME ▾

HOMEVIEW OPEN CASESVIEW CLOSED CASESREPORTING

Case Number00894701SubjectNew User RequestClose Case

Case Details

Case Number

00894701

Subject

New User Request

Description

Please create a new Contact and give them access to all our Customers

Name: Joe Bloggs

Email: joe@example.com

Job Title: Consultant

Account Name

Your Company Name

Contact Name

Your Name

Status

New

Customer Reference

Issue Type

Software

Service

Customer Service

Date/Time Opened

25/10/2023 15:27

Add Comment

Write a new comment...

Comment

Your Name (Customer) replied to customer service.

25 October 2023 at 15:28

Sorry I made a mistake.

Please only grant access to customer X at this time.

Your Name (Customer) created a case.

25 October 2023 at 15:27

If you wish to add an attachment you can add a comment and click the paper clip icon to add an attachment to the case.

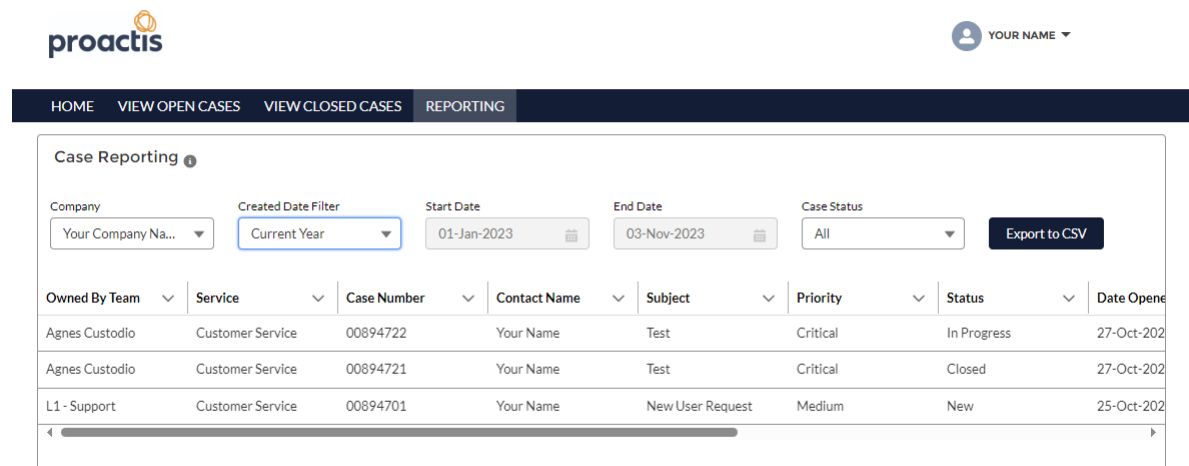


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2.5 Reporting

The fourth option available on the homepage is Reporting. This will take you to the reporting page in the same manner as the Quick link menu at the top of the page.

Clicking the Reporting option will open a list view of all your cases. You can use the filters to select the criteria for cases you wish to export.



Case Reporting

Company: Your Company Na... | Created Date Filter: Current Year | Start Date: 01-Jan-2023 | End Date: 03-Nov-2023 | Case Status: All | [Export to CSV](#)

Owned By Team	Service	Case Number	Contact Name	Subject	Priority	Status	Date Opened
Agnes Custodio	Customer Service	00894722	Your Name	Test	Critical	In Progress	27-Oct-2023
Agnes Custodio	Customer Service	00894721	Your Name	Test	Critical	Closed	27-Oct-2023
L1 - Support	Customer Service	00894701	Your Name	New User Request	Medium	New	25-Oct-2023

2.6 Requesting a new Support Contact

To request a new support contact, please use the Request option when logging a case. In order to create a contact, we require the following information:

- First name
- Surname
- Email Address
- Job Title
- Telephone Number
- Preferred Language

2.7 Escalating a Case

Should you need to escalate a case for any reason at all, email case-escalations@proactis.com

We recommend forwarding a received email to this address, so we can quickly identify the corresponding case.

Third Party Services - Details of Processing

The following shall be added to the end of Section 3 (Unit4 Sub-Processors) of the Data Processing Information:

Third Party Subprocessor Details of Processing

Proactis or (Sub-Processor)

1. THE PERSONAL DATA THAT WILL BE PROCESSED:

The data sets include: name and email address within the product for basic operations of the software

The scanned invoice documents can contain an address (usually this is a business address), contact name, email address and telephone number. A description of the goods / services the Invoice covers may contain personal data.

2. NATURE AND OBJECTIVE(S) OF PROCESSING:

The nature of the processing within IC includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction of data (whether or not by automated means)

The purpose for the processing is to carry out the functions of the invoice scanning process which will then allow the scanned document to be associated with the relevant document in the purchase to pay solution being used.

3. DESCRIPTION OF THE PROCESSING AND MEANS:

The Subprocessor will Process the aforementioned Personal Data in connection with the following activities (the activities below are mentioned as an example only)

- scanning paper documents to an electronic form and capturing data from them
- hosting electronic documents as part of an audit trail
- transfer of data to other software or systems for the purpose of making payments or generating reports
- making backups
- technical management consisting of monitoring system resources and security
- application management consisting of investigating and correcting faults, adding new features

The resources to be used are document scanners, computer servers and user workstations as well as the network infrastructure that connects them and the software that runs on them.

4. RETENTION PERIOD

The Subprocessor will keep the Personal Data for the duration of the Agreement as long as Proactis is included in the Agreement.

After the agreed retention, the Subprocessor will return the Personal Data to the Controller, on a migration-capable format set by Unit4 or immediately destroy the Personal Data without retaining a copy, upon first request of Unit4. Insofar as the Personal Data have been recorded in a computer system and / or in another form as a result of which these cannot reasonably be returned, Subprocessor will completely delete the Personal Data and provide a copy of the Personal Data to Unit4 without retaining any copy.

5. INFORMATION REGARDING COUNTRY (OR PLACE) OF PROCESSING OF PERSONAL DATA

Personal Data will be stored and processed entirely in the UK.

6. CONTACT DETAILS

For questions or comments about the Agreement and Schedules the contact person is

Proactis: By letter (addressed to Compliance Officer copy to Managing Director) Riverview Court, Castle Gate, Wetherby, LS22 6LE, UK or by email to compliance@proactis.com

7. SECURITY MEASURES

DESCRIPTION OF THE TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES IMPLEMENTED BY THE SUB-PROCESSOR:

IMPLEMENTED SECURITY POLICY, UPDATING AND IMPLEMENTING THE UPDATED SECURITY POLICY

CONFIDENTIALITY CLAUSE IN EMPLOYMENT CONTRACTS;

INTRUDER ALARM;

SECURE METHOD FOR STORAGE OF DATA FILES;

LOGICAL ACCESS CONTROLS WITH THE HELP OF WHAT PEOPLE KNOW, SUCH AS PASSWORD OR PERSONAL ACCESS CODE;

LOGICAL ACCESS CONTROLS WITH THE HELP OF WHAT PEOPLE CARRY, SUCH AS A SECURITY PASS;

CONTROL ON ASSIGNED RIGHTS;

LOGGING AND CONTROLLING THE ACCESS TO THE SYSTEM (INCLUDING MONITORING SIGNS OF UNAUTHORISED ACCESS TO THE PERSONAL DATA);

RECOVERY MEASURES;

THE PSEUDONYMISATION AND ENCRYPTION OF PERSONAL DATA;

THE ABILITY TO ENSURE THE ONGOING CONFIDENTIALITY, INTEGRITY, AVAILABILITY AND RESILIENCE OF PROCESSING SYSTEMS AND SERVICES;

THE ABILITY TO RESTORE THE AVAILABILITY AND ACCESS TO PERSONAL DATA IN A TIMELY MANNER IN THE EVENT OF A PHYSICAL OR TECHNICAL INCIDENT;

A PROCESS FOR REGULARLY TESTING, ASSESSING AND EVALUATING THE EFFECTIVENESS OF TECHNICAL AND ORGANIZATIONAL MEASURES FOR ENSURING THE SECURITY OF THE PROCESSING.

Measures by the Sub-Processor to ensure that only authorized personnel have access to the Personal Data:

- Authorizations: [...]

Proactis database access is provided on the principle of Least Privilege which is defined in the Proactis Network Access and Authentication policy. Access is reviewed upon job role change to ensure only those individuals who should have access do have access. This approach applies across the Proactis infrastructure.

- Logging: [...]

Proactis has different levels of logging depending on the part of the environment being accessed. As an example, any failed attempt to log into a SQL instance will immediately generate an email alert to the hosting team. Any access into the product is stored in that products audit logs. Any successful or failed attempts to log into servers are logged within the relevant security logs.

- Measures to protect the Personal Data against loss or alteration and against unauthorized or unlawful pro-cessing, access or disclosure:

Proactis has organisational and technical measures in place, which are externally audited against as per its ISO 27001 certification on an annual basis. Proactis has also undertaken a company-wide review to ensure that its processes and products are GDPR compliant. Training has been rolled out to all staff and retrospective Data Protection Impact Assessments (DPIAs) have been carried out on existing products. If there have been any findings, these have been addressed.

As part of the development process, Proactis incorporates the concept of Privacy by Design and by Default with new functionality builds, including the previously-mentioned DPIAs. The data itself is hosted within an ISO27001 accredited UK data centre. Access to this is strictly limited to those who require access as per their role. This access control is reviewed when individuals change role or leave, as well as on an annual basis.

Redcentric plc are Proactis' Hosted Services Provider and under the GDPR, they are considered to be a sub-processor. They provide and manage primary and secondary datacentres, internet connectivity and the privately tenanted infrastructure on which Proactis services are built. This includes Firewalls, Routers, Load Balancers, Switches, Storage and Physical Servers.

Being privately tenanted, this means the infrastructure provided is utilised exclusively by Proactis to provision their hosted services. The virtual infrastructure built within the physical environment to deliver service to the client is configured and maintained by Proactis and is not accessible by Redcentric or their staff.

Paper records are issued to specific locations and the Managed Services Team are trained on how to accept or reject batches. Archives are collected from a controlled environment on the day of destruction. Measures are in place to ensure that security is maintained and records kept.

Once the documents have been securely shredded, a formal Waste Transfer Note is provided, which includes full details of the consignment, company, volume of the consignment and there are a verification mechanism in place to ensure that the same volume of archives are received at the secure disposal sight. Each customer has their own destruction run and their own Waste Control Note

- Security systems for storage: [...]

The data centres have protected physical access points, including anti-ram moats in place. Manned security, CCTV, access cards and man-traps are also present. These are monitored or manned 24x7x365.

The secondary datacentre is where backups are stored. The backup vaults are encrypted to 256-bit standard and are located in Reading (the primary being in Harrogate). Full backups are used to deliver the backup strategy, and each week a random selection of backup sets are restored and tested for data integrity.

- Security connections: [...]

Next generation firewalls are deployed by our Hosting Provider on network edges. This includes traffic passing to and from both the internet and between internal networks. Redcentric's next-generation firewall services are designed to address the changing nature of the threat landscape, rules are set and traffic is classified by application, source and type to identify threats. PROACTIS controlled rules are then applied to prevent unauthorised network access providing protection against advanced persistent threats (APT's), automated and targeted attacks.

In product, a 1-way salted hash password, which is encrypted, is used.

- Measures for detecting weak spots and incident management:

Proactis has internal and external vulnerability tests carried out, using industry-leading software. Reports are produced, outlining the successes and highlight any potential areas which may require strengthening. Any such items are identified, investigated and passed to the relevant remediation commensurate to their criticality. Any medium and above level findings are reported direct to Board Level.

Proactis has the ability to perform these test and scans whenever required and do so, generally on any major product or infrastructure change. However, Proactis also employs a 3rd party CESG-CHECK registered company to perform independent penetration and vulnerability testing.

8. PROACTIS HOSTING SUB-PROCESSORS

Subprocessor (company name, location etc)	Processing location	Type of service by sub-processor
RedCentric PLC, Central House, Beckwith Knowle, Harrogate, HG3 1UG	Harrogate, UK (primary) and Reading, UK (backup)	Hosting of servers and network infrastructure