



Arribatec Master Terms of Business

Consolidated General, SaaS, Professional Services & Support Terms

ARRIBATEC GENERAL TERMS OF BUSINESS

1. FORMATION AND APPLICABLE TERMS

1.1. Applicable Terms

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

1.1.1. the Sales Order;

1.1.2. the Arribatec General Terms of Business (this document);

1.1.3. the relevant Service Terms and Product Specifications;

1.1.4. the Statement of Work (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

The Service will continue for the duration of the Minimum Term and will then automatically renew on expiry of the Minimum Term, and each subsequent term, for a period equal to the Minimum Term (each a **Renewal Term**).

3. GENERAL OBLIGATIONS

3.1. Provision of Services

Arribatec shall provide the Services, in all material respects, as set out in the applicable Service Terms and Product Specifications and shall perform the Services with reasonable care and skill.

Arribatec 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. Arribatec shall not be obliged to ensure that any Service permits Customer's compliance with Law.

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3.2. Co-operation

Customer shall co-operate promptly with Arribatec and its Personnel to assist Arribatec 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 Arribatec promptly upon Arribatec's reasonable request, within sufficient time to enable Arribatec to provide the relevant Service and (ii) is provided in a format approved by Arribatec and compatible for use with the applicable Service;

3.2.2. providing Arribatec and its Personnel with all access (including to systems, data, databases, and passwords) as is necessary to enable Arribatec 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 Arribatec). 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 Arribatec'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 payable annually in advance commencing on the Subscription Start Date; (ii) Services provided on a time and materials basis are payable monthly in arrears; and (iii) Charges for fixed price Services **will** be payable on the Effective Date of the Sales Order for such Services. Any other Charges are payable within 30 (thirty) days of the invoice date.

4.3. Indexation Based Increases

Arribatec 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

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Customer. No Arribatec 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, Arribatec 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 Arribatec 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 Arribatec 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.

Arribatec 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 Arribatec. If Arribatec is required to take action to collect any Charges, then Customer agrees that Customer will pay Arribatec all costs Arribatec 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 Arribatec 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

Arribatec will invoice in the currency specified in the Sales Order. Arribatec 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

Arribatec (or, where applicable, the Third Party Provider) **will** own all IPRs in and associated with any Arribatec Material (including, for example, the format of reports whether standard or customised). The provision of any Arribatec 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 Arribatec does not constitute the transfer to Arribatec 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

Arribatec (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 Arribatec Material by Arribatec and/or its provision by Arribatec to Customer, and/or the performance by Arribatec of any other obligation under the Agreement. Customer shall promptly take any step and/or execute any document that is reasonably requested by Arribatec 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 Arribatec immediately if it becomes aware of any unauthorised use of any Arribatec Material by any third party, and give Arribatec (at Arribatec's reasonable expense) any assistance in connection with that use as Arribatec may reasonably request; and

5.3.2. not by any act or omission jeopardise the validity or enforceability of any of Arribatec IPRs.

5.4. Licence to use Customer Material

Customer grants to Arribatec throughout the Term a non-exclusive irrevocable, royaltyfree 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 Arribatec that its exercise of that licence will not infringe or contravene any Law or third party rights.

5.5. Indemnification by Arribatec

Arribatec shall defend Customer, at Arribatec'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, Arribatec 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 Arribatec, in connection with such Claims.

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Arribatec 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 Arribatec or one of its approved partners.

If the Services are held or are likely to be held infringing, Arribatec 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.Arribatec.com/terms. The Customer accepts to be bound by these terms or any third party terms (as applicable) for the provision of Third Party Services. Both Arribatec and the Third Party Provider may enforce the terms of the Agreement in respect of the Third Party Services against Customer and Arribatec 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) Arribatec may increase the Charges payable by the Customer to compensate Arribatec for any additional effort required by Arribatec caused by such third party; and (ii) Arribatec 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 Arribatec, 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 Arribatec. Arribatec 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 Arribatec; or (iii) the Authorised Reseller terminates the agreement with Arribatec for the Services procured by Customer.

7. DATA, PRIVACY AND DATA PROTECTION

7.1. Analytics and AI

Arribatec will be entitled to use any data processed by the Services to produce Analytics and to improve and/or enhance Arribatec Services (or other offerings) by providing information to machine learning mechanisms and by making use of algorithms. Analytics that are made available to a third party will not contain any Personal Data nor will they identify Customer. Arribatec will not enter Customer Confidential Information or Personal Data in tooling that allows such data to become part of a publicly searchable database (i.e. Generative AI tooling).

7.2. Privacy and Data Protection

Each Party shall comply with their respective obligations set out in Arribatec'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

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9.2.6. Arribatec'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, Arribatec 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 Arribatec 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 Arribatec 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, Arribatec's liability will be further limited to Losses sustained by the Customer only as a direct result of the Default.

9.5. Related Exclusions

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

9.5.1. the use of any Arribatec Material for a purpose not specified in or otherwise contemplated by the Agreement;

9.5.2. the use of any Arribatec Material with any hardware, software, application or other service not approved by Arribatec;

9.5.3. any modification to any Arribatec Material that is not made by Arribatec or a person acting on the express instructions of Arribatec;

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

Arribatec 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 Arribatec 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, Arribatec 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

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the shelf application and not a bespoke or custom application prepared to meet Customer's individual requirements (even if Arribatec 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 Arribatec, Customer shall provide Notice to Arribatec via the form on www.arribatec.com 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, Arribatec will be entitled to suspend the performance of all or

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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. Arribatec 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 Arribatec in accordance with clause 10.1, Customer will be liable to Arribatec 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 Arribatec may have under the Agreement.

11. AUDIT

Upon reasonable notice and no more than once a year, Arribatec (or a third-party auditor instructed on Arribatec'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 Arribatec for any underpayments that result from non-compliance for the entire period of noncompliance.

The pricing for such payments will be based on Arribatec's Prevailing Rates at the date of audit and Arribatec will be entitled to issue an invoice for such Charges.

12. PUBLICITY AND AGREED DISCLOSURE

Arribatec may, following the Effective Date, use Customer's name and logo to represent the fact that Customer is a customer of Arribatec. If requested by Arribatec, Customer shall cooperate with Arribatec to produce a press release to be published within 3 (three) months of the Effective Date

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and, where requested, enable Arribatec 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 Arribatec. Arribatec 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 Arribatec must be addressed to the attention of its Finance Director, with a copy sent by email to LegalNotices@Arribatec.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

Arribatec 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. Arribatec 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. Arribatec 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

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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 Arribatec'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. No Third-Party Beneficiaries

Where Customer purchases only Arribatec Services, there are no third-party beneficiaries to the Agreement. In particular, Customer Affiliates cannot bring Claims directly against Arribatec. 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 15.13 without the consent of the Third Party Provider.

15.6. Waiver

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

15.7. 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.

15.8. 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 Arribatec's suppliers, the failure to properly fulfil obligations by suppliers which Customer has instructed Arribatec to use, as well as any defect in any third party services which Customer has instructed Arribatec 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 Arribatec before the force majeure event may be invoiced by Arribatec and will be payable by Customer.

15. 9. 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

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responding directly to a genuine recruitment advertisement, either through a recruitment agency or a public advertisement.

15.10. Governing Law

The Agreement is governed exclusively by the laws of the jurisdiction in which the Arribatec 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.

15.11. 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 Arribatec regarding future functionality or features.

15.12. 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.

15.13. Variation

Arribatec 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.

15.14. Counterparts

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

15.15. Electronic Signature

Sending an executed document (but for the avoidance of doubt not just a signature page) by: (i) email (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

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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 Arribatec and Customer in relation to the provision by Arribatec of Services to the Customer.

Analytics statistical analyses, insights, market data and predictive models to assist development of Arribatec Services and third party products or services designed for use with them.

Authorised Reseller means a reseller or other third party authorised by Arribatec to resell Arribatec'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 Arribatec in connection with the Agreement.

Claim a claim, demand, suit or proceedings of any type.

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.

Customer the party identified as such in the Sales Order.

Customer Material documentation, IPRs, materials, data and other information supplied by Customer to Arribatec in relation to the provision or receipt of any Service.

Data Processing Policy Arribatec's data processing policy available at www.arribatce.com/policies

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.

Documentation the online data sheets and documentation made available by Arribatec which describe the Service and contain instructions for Use of the Service, as updated from time to time.

Due Date the day which is 30 (thirty) days after the date of the relevant Arribatec Invoice

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Effective Date unless otherwise agreed, the date that the last Party signs a Sales Order.

Export Control Laws means 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.

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.

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 Arribatec Material will be accurate or complete or that the use of any Arribatec Material will be uninterrupted or error-free.

Indexation Rate the Consumer Prices Index or equivalent index (as published by a recognised Authority in the Territory) plus 2%, or 4%, whichever is higher.

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 protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law all laws, statutes and regulations in force from time to time applicable to that Party.

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).

Minimum Term in relation to Services provided by Arribatec 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.

Notice notices, demands, requests, consents and other communications.

Party each of the Parties to the Agreement and the term "Parties" will be construed accordingly (as referring to both of them).

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Personnel any persons employed or engaged by Arribatec or Customer (as appropriate).

Policies Arribatec'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.Arribatec.com/terms.

Prevailing Rates Arribatec's prevailing rates for a Service in the relevant market from time to time.

Professional Services means implementation services, consultancy, project management, training and other related services.

Product Specification in respect of any Arribatec Service or Third Party Service, the description of such application or Service available at www.Arribatec.com/terms or www.Arribatec.com/service-descriptions.

Reseller Agreement means an agreement between Customer and an Authorised Reseller for the purchase of Arribatec's Services.

Sales Order any sales order form or other sales ordering document (including Statement of Work, quote or other document) executed by an authorised signatory of each Party for the provision of Services.

Services (as applicable) any products or services provided by Arribatec or any Third Party Providers as described in the relevant Service Terms or Product Specifications.

Service Terms in respect of any Service, the terms applicable to that specific Service available at: www.Arribatec.com/terms.

Statement of Work (or SOW) a document agreed between the Parties setting out details of any Professional Services, to be provided by Arribatec to Customer.

Subscription Start Date the date specified in a Sales Order that the charging period for any recurring Service commences and in the absence of any such date being specified in the Sales Order, the Subscription Start Date is the first day of the month following the Effective Date.

Term the term of the Agreement.

Territory where Arribatec 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.

Arribatec the Arribatec contracting entity that is party to the Sales Order.

Arribatec Material the Services, and any goods, services, software, Documentation, IPRs, data or information (including Analytics) provided and/or created by or on behalf of Arribatec for the

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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 Arribatec in connection with the Service.

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ARRIBATEC SERVICE TERMS – SAAS

GENERAL DESCRIPTION

Arribatec 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.

SERVICE

The Service will comprise:

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

SERVICE LEVELS

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

Service Availability

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

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

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

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Disaster Recovery

- Except as set out in the relevant Product Specification, Arribatec'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.
- Arribatec shall make a RTO and RPO report available to Customer after any Disaster via Community 4U.

SERVICE CREDITS

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

Number of consecutive months of missed service level	Service Credit entitlement – percentage of 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 Arribatec, provided such request is received by Arribatec within three months of the Customer becoming entitled to the Service Credit under this clause.

RESTRICTIONS ON USE

Customer shall:

- only use the Service for its internal business operations;
- 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 Arribatec Material;
- not introduce or permit the introduction of any Virus into Arribatec's network and information systems; and
- Not:
 - 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 Arribatec Material;
 - merge or combine (together) the Service with any other software or service; or
 - use robots or robotic process automation without Arribatec's prior consent.

SERVICE DISCLAIMERS

- Arribatec 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.
- Arribatec is unable to exercise control over the content of any information passing through the Service. Arribatec 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.

CUSTOMER OBLIGATIONS

Users

- 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

- 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.
- No access controls or other security measures for the Service shall be deactivated, bypassed or otherwise circumvented by Customer.
- 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 Arribatec.
- Customer shall not attempt to gain unauthorized access to or otherwise interfere with or disrupt Arribatec'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

- 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 ethically 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 Arribatec 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.

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General

- Customer shall be responsible for any User's Use and/or misuse of the Service.
- Customer is responsible for:
- 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;
- the functional operation and administration of the Service; and
- the legality, reliability, integrity, accuracy and quality of its data.

ADDITIONAL TERMS

- Arribatec 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.
- Arribatec reserves the right to change the third party provider of the Service platform provided that: (i) Arribatec 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.
- On termination of the Agreement, at Customer's written request, Unit4 shall as soon as reasonably possible, make available to the 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, Arribatec may destroy any Customer Data in its possession or control.

FAIR USAGE

In providing the Service, Arribatec will allocate such amount of system resources as is appropriate in Arribatec'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 Arribatec for similar customers, for example because Customer is generating an unusually large volume of reports or extracting large volumes of data, Arribatec may take any of the following actions at its sole discretion:

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

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DEFINITIONS

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

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.
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 Arribatec 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 Exclusions	• Planned Maintenance Windows; • failure of any circuits or connections provided by third party telecommunication providers or common carriers;

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	• 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 Arribatec in connection with the Service in accordance with the Support Terms.
Support Terms	the document entitled Service Terms Arribatec Prime Contractor Support & Arribatec Premium Support found at www.arribatec.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.

SERVICE TERMS PROFESSIONAL SERVICES

1. GENERAL DESCRIPTION

For the purposes of these Service Terms, services may include any of the following activities to be provided by Arribatec to Customer: implementation services, consultancy, project management, training and other related services ("**Arribatec Professional Services**" or "**Services**").

Customer may choose to use the Service to assist in delivering a particular outcome ("**Project**"). Details of any Project and the corresponding Service will be set out in (a) the applicable Product Specification and/or (b) the Statement of Work ("**SOW**") agreed by Arribatec and the Customer.

2. REQUIREMENTS FOR DELIVERY OF THE SERVICE

The Customer will:

2.1 commit sufficient resource to the Project and ensure that key Customer Personnel are available at all relevant times to provide input and instructions as needed to Arribatec, including timely replacement of such Customer Personnel;

2.2 provide all information reasonably requested by Arribatec in a timely manner;

2.3 ensure it complies with the assumptions and its obligations as set out in the SOW;

2.4 confirm its acceptance of any item or objective put forward by Arribatec for acceptance, if that item meets the agreed criteria (as set out in the SOW); and

2.5 keep Arribatec informed on any developments which may potentially affect the delivery of any Project.

3. DELIVERY OF THE SERVICE

3.1 Arribatec will deliver the Service in all material respects as set out in the SOW.

3.2 The Service will be delivered on Business Days unless otherwise agreed in writing by the Parties.

3.3 The number of hours of Service to be provided on a Business Day will be the relevant country and excludes travelling time and lunch.

3.4 The Service will commence on the date and continue for the duration set out in the SOW or as otherwise agreed by the Parties.

3.5 Dates and times set out in the SOW or otherwise agreed between the Parties are estimates only and time will not be of the essence for delivery of the Service.

3.6 Unless otherwise agreed, the Service will be provided remotely. For Service to be provided at a Customer location, Customer shall ensure that Arribatec is provided with full access to facilities, equipment and systems to enable it to deliver the Service.

3.7 Provided Arribatec remains responsible for the delivery of the Service, it shall be entitled to sub-contract the delivery of the Service.

4. TERM AND PAYMENT

Unless stated otherwise in a Sales Order:

4.1 Charges specified in a Sales Order for Services are estimates only and Arribatec will invoice the Customer for Services based on the actual time expended by Arribatec;

4.2 the Service Charges and any expenses will be payable on a time and materials (Business Day) basis monthly in arrears ;

4.3 additional Charges may apply if the Service is provided on non-Business Days;

4.4 Arribatec will charge a full day for any part day worked, unless explicitly otherwise agreed in advanced; and

4.5 expenses are incurred by Arribatec Personnel in accordance (which can be provided on request).

5. CHANGE IN SCOPE OF THE SERVICE

5.1 If changes to the Service are agreed between the Parties or changes to the SOW are required, the Parties will follow the change control process set out in the SOW. If no change control process is set out in the SOW, the Parties will cooperate in good faith to agree the required changes.

5.2 The Parties will also cooperate in good faith to agree the change in Charges applicable as a result of the required changes. If the Parties are unable to agree, Arribatec shall be entitled to charge for the Service at Prevailing Rates.

5.3 If the Parties are unable to agree the changes to the SOW or applicable Charges, Arribatec shall be entitled to either (i) continue to provide the Services based on the existing SOW; or (ii) cease work and recover any costs or expenses up to that date.

6. RESCHEDULING AND CANCELLATION

6.1 If specific dates for delivery of the Service have been agreed by the Parties and Customer cancels or postpones part or all of the Service or Arribatec is unable to provide the Service because of acts or omissions of Customer, Arribatec shall be entitled to charge Customer:

(i) 50% of the relevant fee if notice of the cancellation / postponement is received by Arribatec between six (6) and ten (10) Business Days prior to the agreed date for delivery of the Service; and

(ii) 100% of the relevant fee if notice of the cancellation / postponement is received by Arribatec five (5) Business Days or less prior to the agreed date for delivery of the Service.

6.2 In addition, Arribatec shall be entitled to charge Customer for any costs incurred by it as a result of the cancellation / postponement.

6.3 Arribatec will use its reasonable endeavours to redeploy the affected Personnel to mitigate any liability of Customer under this clause 6.

7. USER ACCEPTANCE TESTS

Customer is responsible for setting and carrying out any user acceptance tests for the Services or in relation to deliverables forming part of any Project. The Parties will follow the acceptance testing procedures set out in the SOW or in other documentation provided to Customer. If no acceptance testing procedures are provided to Customer, then Customer shall perform and complete such tests as soon as reasonably possible on being made aware that the Services or deliverable are ready for testing.

ARRIBATEC SUPPORT SERVICES TERMS

General Description and Coverage

Support Services are provided by Arribatec to the Customer so that standard application and technical functions of the Arribatec 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 Arribatec) and/or issues or errors caused by the Customer's information systems and/or third party products or services, Arribatec may assist the Customer and any third party suppliers in diagnosing and resolving issues or errors. However, the Customer acknowledges that these matters are outside of the coverage of Support Services. Arribatec reserves the right to charge at Arribatec's Prevailing Rates.

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

Named Support Contacts and Customer Service Owner

Required Named Support Contacts

The 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, the 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 the Customer's Users.

The 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 the Customer's responsibility to provide up to date contact details for the Customer Service Owner. Arribatec 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 Arribatec'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 Arribatec to be undertaken at the expense of the Customer. The training courses may be online courses or face to face training provided by Arribatec staff at locations notified to the Customer by Arribatec.

Self-Help Resources and "How to" Questions

Arribatec provides the Customer with access to on-line resources made available via www.arribatec.com, in each case in English. It should also be noted that relating to Unit4, the Customer can register any "How to" or "How do I?" questions by raising them on the forums section of Unit4 Community4U by starting a topic to discuss with peers (other Unit4 customers and partners). This forums section will be moderated by Unit4 and (where appropriate) responded to by Unit4.

Case Classification, Qualification, Response and Escalation

Logging Cases

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

Cases will be classified and handled as follows:

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 Arribatec 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	The 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, the Customer's organisation experiences complete loss of service or the loss	1 Business Hour

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	of operation is critical to their business and the situation becomes an emergency.	
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

Arribatec Initial Response Time Objective

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

Diagnosis of Incidents

The 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. Arribatec shall confirm the Customer's Priority Level Designation or notify the Customer of a change in the Priority Level Designation to a higher or lower level with justification. If the Customer does not agree with Arribatec'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 Arribatec.

Diagnosis and Resolution (Process and Responsibilities)

Arribatec will work during Business Hours to provide a Resolution or workaround. The Customer must be available during the investigation into any Incident. The Customer will need to be able to answer inquiries from Arribatec 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 Arribatec's ability to diagnose the Incident and delay a Resolution. In this case, Arribatec reserves the right to re-schedule the diagnostic work, at its convenience, when suitable Customer resources become available. The Customer is responsible for ensuring that it is permitted to share any relevant data or information with Arribatec. The Customer will be able to review through Arribatec's web-based cloud hosted ticketing system: (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 Arribatec and, if accepted by the Customer (acting reasonably), the 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:

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1. Priority 1 - a workaround or solution will be provided to the 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, Arribatec will use reasonable endeavours to achieve the following:

2. 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 Arribatec's sole discretion);
3. Priority 3 - provide an accepted workaround and follow our Non-Critical Defect (NCD) process. This process is outlined here;
4. Priority 4 - provide an accepted workaround, or, where this is an enhancement request this will be logged with the Arribated Development team for review and feedback and the case will be closed. If relating to a Unit4 enhancement and the Customer will be directed to the Unit4 Ideation Page on Community4U in accordance with the process on Community4U.

General Disclaimer

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

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

Service Requests

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

The Customer will be able to choose Service Requests via Arribatec's web-based cloud hosted ticketing system using the Service Request Catalogue or submit a free-form Service Request and (in each case) the Customer must provide Arribatec with all the required information to allow Arribatec to process the Service Request.

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

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Cases Requiring Database Changes

Where there is a need for, or the Customer has requested, a data manipulation (expressed as an SQL script) in the database then the following will apply. As all Customer Data is owned by the Customer, who is also responsible for its accuracy and integrity, Arribatec requires specific approval by the Customer to perform the necessary changes. The Customer must consent prior to Arribatec taking any corrective action or applying any changes in the Customer's database.

Arribatec will advise the Customer of any steps that it needs to take, and the Customer must comply with such advice. The Customer acknowledges and agrees that Arribatec 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 Arribatec providing or performing any agreed changes in relation to any Customer database change or data manipulation request.

Escalation or Complaint Management

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

When a Customer escalate 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 the Customer has a complaint in relation to Support Services, the Arribatec Account Representative Function will verify the complaint and manage the process with Arribatec's internal service functions and in communication with any applicable Arribatec suppliers or subcontractors and the Customer

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

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

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

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

Availability of Improvements and Old Technology

Availability and Responsibility for Applying Improvements and Corrections

Arribatec be will from time to time provide improvements and correction to the service and these will be incorporated into a Hot Fix, Update or Release. The Customer will receive Hotfixes, Updates

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and Releases free of charge assuming that all applicable fees have been paid to Arribatec. In the event that the Customer requires any professional services to assist with the implementation of a Hotfix, Update or Release, then Arribatec may charge for this time at its Prevailing Rates. applying Hotfixes, Updates and Releases is mandatory.

Versions

Arribatec 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, Arribatec 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 the Customer, Customisations are not supported by Arribatec. The Customer has sole responsibility for the Customisations and their maintenance and Arribatec 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 Arribatec delivered Customisation as part of a project implementation or bespoke code written by Arribatec) If any assistance is required with regards to Customisations and/or bespoke work Arribatec may be able to assist with resolving issues or the upgrades of the Customisation, but this will be subject to review and extra charge. The Customer will be required to purchase Professional Services at the Arribatec 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.arribatec.com/terms and./or www.arribatec.com/service-descriptions.

10. Definitions

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

Word or Phrase	Meaning
Business Hours	9.00 a.m. to 5.30 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 the Customer, whose name and contact details (including an e-mail address and telephone number) are provided by the Customer to Arribatec (and shall be updated by the Customer from time to time) that Arribatec 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:

	1. amendment or supplementing code of the Service for the development of reports that are not included in the Service as standard; and 2. development of capability that is intended to create an interface between the Service and a third party system or solution: and 3. 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 stabilise availability or maintain security objectives.
Incident	an issue with the services that interrupts the current mode of operation and/or business process is of the Customer.
Initial Response Time Objective	the objective or target set by Arribatec 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 the 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 one of these terms.
Release	A new iteration of a Service that is made available to the Customer and for the avoidance of doubt, a list of the current and previous Releases of the Services which are available here: www.arribatec.com
Resolution	One or more of the following actions, as appropriate, in response to an incident; 1. provision of the requested advice; 2. explanation of how a particular element of functionality should be used; 3. provision of an alternative method of system operation where an error has been identified and agreed; 4. provision of a work round or other solution; and 5. where no alternative method of system operation or work around is possible, confirmation that an application error has been identified and logged for error correction with Arribatec'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 a Customer to change the parameters of a Customer's existing Service Configuration or a request for assistance that is not covered under the Customer's Support Services.
Service Request Catalogue	A standard list of service requests from which the Customer may choose.
Support Desk	The Arribatec Customer Support Desk, with whom incidents and Service Requests can be raised.

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Support Escalation Process	The escalation process as updated from time to time by Arribatec which can be provided to the 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 one 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 gnu software product or an enhanced version of the product, which Arribatec may choose to name consistently with the previous one.