

ERP-Apps

Terms and Conditions

Classification: Public

ERP-Apps LTD

*International House
12 Constance Street
London
E16 2DQ*

Registered Company # 13186463



Contact Details

Contact for ERP-Apps:

ERP-Apps Ltd
12 Constance Street
London
Email: info@erp-apps.com

File Details

File Name	ERPApps terms and conditions.docx
Description	ERP Apps Terms and Conditions
Original Author(s)	Adam Davies
Creation Date	05/04/2024
Review Date	11/09/2026
Current Revision Author(s)	Adam Davies
Checked by	Barry Rhodes
Sensitivity	PUBLIC

Release Control

Dist. No.	Release Date	Review Date	Version	Release Notes
1	05/04/2024		1.0	Initial Version
2	05/04/2024		1.1	Corrected numbering
3	12/09/2024	12/09/2025	1.2	Sensitivity and review dates
3	11/09/2025	11/09/2026	1.3	Reviewed
4	27/01/2026	27/01/2027	1.4	Combined several documents for Gcloud



Table of Contents

1	INTRODUCTION	7
1.1	Agreement	7
1.2	Updating Documents	7
2	DEFINITIONS AND INTERPRETATION	8
2.1	Interpretation.....	8
2.2	Order of Precedence.....	8
2.3.1	.....	8
2.3.3	.....	8
2.3	Definitions.....	8
3	FEES AND PAYMENT	11
3.1	Fees.....	11
3.2	Annual Renewals and Minimum Terms.....	11
3.3	Invoicing and Payment	11
3.3.1	.....	11
3.3.2	.....	11
3.3.3	.....	11
3.3.4	.....	11
3.4	Indexation Based Increases	11
3.5	Invoice Procedure.....	11
3.6	Overdue Fees	12
3.7	Suspension of Services for Late Payment	12
3.8	Payment Disputes	12
3.9	Taxes.....	12
3.10	Pass Through of Fees on Resale of Third Party Product or Service	12
4	CONFIDENTIALITY	13
4.1	Protection of Confidential Information	13
4.2	Compelled Disclosure	13
5	PROPRIETARY AND USE RIGHTS	14
5.1	Reservation of Rights in the ERP-Apps Products and ERP-Apps Services.....	14
5.2	Grant of Rights	14
5.2.1	Software Subscription	14
5.2.2	ERPPortal SaaS Right of Access	14
5.2.3	Use of ERP-Apps's Products and Services	14
5.2.4	Restrictions on use	15
6	Customer Responsibilities	16
6.1	Technical & functional responsibilities.....	16
6.2	Customer Obligations	16
6.2.1	Technical & functional responsibilities	16



6.2.2	Account Set-up.....	16
6.2.3	Account Administrator.....	16
6.2.4	Account Security	17
6.3	ERP-Apps Relief from Performance.....	17
7	WARRANTIES AND DISCLAIMER.....	18
7.1	General Warranties	18
7.1.1	.....	18
7.1.2	.....	18
7.1.3	.....	18
7.2	Product Functional Warranty.....	18
7.2.1	.....	18
7.2.2	.....	18
7.2.3	.....	18
7.3	Disclaimer	18
7.4	Customer Responsibility for its Affiliates and Users	18
8	MUTUAL INDEMNIFICATION	20
8.1	Indemnification by ERP-Apps.....	20
8.2	Indemnification by the Customer	20
8.2.1	.....	20
8.2.2	.....	20
8.2.3	.....	20
8.3	Exclusive Remedy	20
9	LIMITATION OF LIABILITY.....	21
9.1	Non-excluded Liability	21
9.1.1	.....	21
9.1.2	.....	21
9.1.3	.....	21
9.1.4	.....	21
9.2	Limitation of Liability.....	21
10	TERM AND TERMINATION	22
10.1	Term of Agreement	22
10.2	Termination for Cause	22
10.3	Effect of Termination.....	22
10.4	Surviving Provisions.....	22
10.5	Payment for termination within Minimum Term	22
11	GENERAL PROVISIONS	23
11.1	Suggestions	23
11.2	Export Compliance	23
11.3	Anti-Bribery and Anti-Corruption.....	23
11.4	Anti-Modern Slavery and Anti-Human Trafficking.....	23
11.5	Agreed Disclosure.....	23



11.6	Relationship of the Parties	24
11.7	No Third-Party Beneficiaries	24
11.8	Notices	24
11.9	Waiver	24
11.10	Severability	24
11.11	Force Majeure	24
11.12	Assignment	25
11.13	Dispute Resolution	25
11.14	Non-Solicitation	25
11.15	Governing Law	25
11.16	Entire Agreement	26
11.17	Variation	26
11.18	Electronic Signature.....	26
12	<i>ERPPortal SaaS Schedule 1</i>	27
12.1	Provision of ERPPortal SaaS	27
12.2	Renewal of ERPPortal SaaS	27
12.3	Additional Customer Obligations and Responsibilities	27
12.4	ERP-Apps Right to Suspend.....	27
12.5	Notice and Takedown.....	27
12.6	Integration with Non-ERP-Apps Applications	28
12.7	Changes to the ERPPortal SaaS Platform.....	28
12.8	Return of Customer Data on Termination	28
13	<i>ERPPortal Acceptable Use</i>	29
13.1	Introduction	29
13.2	Who We Are.....	29
13.3	User Details	29
13.4	Access to the Service	29
13.5	Use of the Service	29
13.6	Suspension and Termination	30
14	<i>AI-OCrv2 SaaS Schedule 2</i>	31
14.1	Provision of AI-OCrv2 Microservice SaaS.....	31
14.2	Renewal of AI-OCrv2 Microservice SaaS.....	31
14.3	Additional Customer Obligations and Responsibilities	31
14.4	ERP-Apps Right to Suspend.....	31
14.5	Notice and Takedown.....	31
14.6	Integration with Non-ERP-Apps Applications	32



14.7	Changes to the AI-OCRv2 Microservice SaaS Platform.....	32
14.8	Return of Customer Data on Termination	32
15	<i>AI-OCRv2 Microservice Acceptable Use</i>	33
15.1	Introduction	33
15.2	Who We Are.....	33
15.3	User Details	33
15.4	Access to the Service	33
15.5	Use of the Service	33
15.6	Suspension and Termination	34



1 INTRODUCTION

1.1 Agreement

The Agreement governs the purchase by the Customer of any Products and/or Services and it becomes effective and binding on the Parties on the Effective Date. The Agreement is the sole agreement between the Parties and is to the exclusion of any other terms and conditions. The Customer hereby represents and warrants that it has read all the terms of the Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1.2 Updating Documents

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



2 DEFINITIONS AND INTERPRETATION

2.1 Interpretation

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

2.2 Order of Precedence

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

2.3.1 the Order Form and any documents appended thereto

2.3.3 the reseller agreement

2.3 Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the meanings set out below:

“Account” means an account established for a User to access and use the ERP-Apps Products and/or Services.

“Account Administrator” means a User designated by the Customer with authority to administer Accounts and liaise with ERP-Apps or its Re-Seller in accordance with the Agreement.

“Affiliate” means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party, where “control” means ownership of more than fifty per cent (50%) of the voting rights or the ability to direct management or policies.

“Agreement” means this agreement together with all Order Forms, Schedules, appendices and documents incorporated by reference.

“AI-OCRv2 Microservice SaaS” means the AI-powered optical character recognition software-as-a-service provided by ERP-Apps as described in Schedule 2.

“Applicable Law” means all applicable laws, statutes, regulations, directives, codes of practice and guidance having the force of law in any relevant jurisdiction.

“AUP” means ERP-Apps’s acceptable use policy, as updated from time to time.

“Billing Start Date” means the date agreed between the Parties on which billing for the relevant Product or Service commences.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England and Wales.

“Confidential Information” has the meaning given in clause 4.1.

“Customer” means the entity identified as such in the applicable Order Form.



“Customer Data” means all data, content or information inputted into, processed by, or stored within the ERP-Apps Products or Services by or on behalf of the Customer or its Users.

“Customisation” means any modification, configuration or enhancement to an ERP-Apps Product beyond its standard functionality.

“Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data.

“Deviation Schedule” means any schedule expressly agreed between the Parties which varies or overrides specific provisions of the ERP-Apps Terms.

“Documentation” means the technical, functional and user documentation made available by ERP-Apps in connection with the Products or Services.

“Effective Date” means the date on which the Agreement comes into force as stated in the Order Form.

“ERP-Apps” means ERP-Apps Limited (or the relevant ERP-Apps contracting entity identified in the Order Form).

“ERP-Apps Documentation” means Documentation relating to the ERP-Apps Products and/or Services.

“ERP-Apps IPRs” means all Intellectual Property Rights owned by or licensed to ERP-Apps.

“ERP-Apps Product” means any software product (including SaaS products) supplied by ERP-Apps, including ERPPortal and AI-OCrv2, as specified in an Order Form.

“ERP-Apps Services” means any services provided by ERP-Apps, including SaaS, support, maintenance, and Professional Services.

“ERPPortal SaaS” means the ERPPortal software-as-a-service provided by ERP-Apps as described in Schedule 1.

“Expenses” means reasonable out-of-pocket expenses incurred by ERP-Apps in providing Professional Services.

“Force Majeure” has the meaning given in clause 11.11.

“Fees” means the fees payable by the Customer as set out in the Order Form.

“Intellectual Property Rights” or “IPRs” means patents, rights in inventions, copyrights, database rights, trade marks, service marks, trade names, domain names, design rights, know-how, trade secrets and all similar rights, whether registered or unregistered, anywhere in the world.

“Minimum Term” means the minimum subscription or service term specified in the applicable Order Form.

“Non-ERP-Apps Applications” means third-party software or services not provided by ERP-Apps.

“Order Form” means an order form agreed between the Parties specifying the Products, Services, Fees and other commercial terms.

“Party” means either ERP-Apps or the Customer, and “Parties” means both of them.



“Policy Documentation” means ERP-Apps policies applicable to the Products or Services, including the AUP.

“Professional Services” means consultancy, implementation or other professional services provided by ERP-Apps on a time and materials basis unless otherwise agreed.

“Re-Seller” means an authorised ERP-Apps reseller involved in the provision or support of the Products or Services.

“Renewal Date” has the meaning given in clause 3.2.

“Services” means the ERP-Apps Services and any Third Party Services provided under the Agreement.

“Specification” means the functional and technical specification agreed in writing and referenced in the Order Form.

“Support” means the support services described in the applicable service description or SLA.

“Taxes” means all applicable taxes, duties, levies or similar governmental charges, excluding taxes based on ERP-Apps’s net income.

“Term” means the duration of the Agreement as defined in clause 10.1.

“Third Party Product” or **“Third Party Service”** means any product or service provided by a third party and resold or integrated by ERP-Apps.

“Usage Limit” means any usage thresholds specified in the Order Form.

“User” means an individual authorised by the Customer to access and use the ERP-Apps Products or Services.



3 FEES AND PAYMENT

3.1 Fees

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

3.2 Annual Renewals and Minimum Terms

Where any Products or Services are payable as an annual subscription (for example ERP-Apps ERPPortal or AI OCR), these Products or Services are chargeable annually in advance starting on the Billing Start Date which will be agreed with The Customer. Such charges renew automatically each year on the Renewal Date (defined to be one calendar year after the later of the Billing Start Date, or most recent Renewal Date) unless either Party has given at least sixty (60) calendar days' notice in writing (in advance of the relevant Renewal Date) of its intention to terminate. Where any charges are subject to a Minimum Term, then neither Party is entitled to serve any notice of its intention to terminate that is purported to take effect prior to the expiry of the Minimum Term.

3.3 Invoicing and Payment

Unless otherwise agreed and where applicable, ERP-Apps has the right to raise an invoice:

3.3.1 for any one off payments for Products (whether relating to SaaS or otherwise) on the Effective Date; and/or

3.3.2 for any Products or Services payable as an annual subscription in advance (to which a Minimum Term may apply) on the Billing Start Date; and/or

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

3.3.4 for any other applicable fees as specified in the relevant Order Form, and all invoices submitted to the Customer by ERP-Apps are due and payable within thirty (30) calendar days of the invoice date.

3.4 Indexation Based Increases

In addition to increases in fees for the reasons set out in clause 3.1, any recurring annual fees payable by the Customer will increase on each Renewal Date. The increase in any one year will be the annual increase in the Consumer Prices Index (as published by a recognized authority i.e. Government, National statistics office or Central Bank) in the country where ERP-Apps has its registered office at the point the renewal invoice is raised, plus 3% whichever is higher.

3.5 Invoice Procedure

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



3.6 Overdue Fees

If any amounts invoiced hereunder are not received by ERP-Apps by the due date, then ERP-Apps may charge late interest on those amounts from the date such payment was due until the date paid. Late interest will be charged monthly at the rate of 8% per annum, unless Applicable Law provides that a lower mandatory rate must be charged, in which case the lower mandatory rate will be charged by ERP-Apps. Further, in the case of overdue fees, ERP-Apps may condition future renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above. If ERP-Apps is required to take action to collect any amount due, then the Customer agrees that the Customer shall pay ERP-Apps all costs ERP-Apps incurs in collecting any amounts hereunder, including, but not limited to, reasonable legal fees and costs.

3.7 Suspension of Services for Late Payment

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

3.8 Payment Disputes

Save in relation to an audit carried out in accordance with clause 12.1 (Audit), ERP-Apps shall not exercise its rights under clauses 3.6 or 3.7 (above) to the extent that the Customer is disputing the applicable charges or fees, within the payment period and is acting reasonably and in good-faith and is cooperating diligently to resolve the dispute.

3.9 Taxes

Unless otherwise stated, ERP-Apps's fees do not include Taxes. The Customer is responsible for paying all Taxes associated with its purchases hereunder. If ERP-Apps has the legal obligation to pay or collect Taxes for which the Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by the Customer, unless the Customer provides ERP-Apps with a valid tax exemption certificate authorized by the appropriate taxing authority. .

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

Where ERP-Apps resells a Third Party Product or Service, save as otherwise set out in an Order Form, ERP-Apps is permitted to pass on any increase in fees levied against ERP-Apps by that Third Party Provider to the Customer. Relevant examples of this include the Bank Details Checking API and the Rossum OCR tool.



4 CONFIDENTIALITY

4.1 Protection of Confidential Information

Confidential information; any information which ought reasonably to be considered confidential however conveyed or presented: that relates to the Fee or to the business, affairs, operations, customers, beneficiaries, processes, budgets, pricing, policies, product information, strategies, developments, trade secrets, Know-How, personnel and suppliers of the disclosing Party, including the disclosing Party's Intellectual Property Rights; and all information derived by the receiving Party from any such information, and any other information clearly designated by the providing Party as being confidential to it (whether or not it is marked "confidential");

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

4.2 Compelled Disclosure

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



5 PROPRIETARY AND USE RIGHTS

5.1 Reservation of Rights in the ERP-Apps Products and ERP-Apps Services

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

5.2 Grant of Rights

5.2.1 Software Subscription

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

5.2.2 ERPPortal SaaS Right of Access

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

5.2.3 Use of ERP-Apps's Products and Services

The ERP-Apps Product (including any ERP-Apps Documentation) may only be used or accessed by:

- 5.2.3.1 the Customer, its Affiliates, their respective employees and any sub-contractors for data inputting and reporting for the internal business purposes of the Customer and/or its Affiliates
- 5.2.3.2 the Customer, its Affiliates and their respective employees for configuration purposes in the normal course of the respective businesses of the Customer and/or its Affiliates or by the Customer's sub-contractors for configuration purposes where such sub-contractors are either approved services partners of ERP-Apps or approved by ERP-Apps expressly in writing for such purpose; and
- 5.2.3.3 the Customer's ultimate parent organisation and its Affiliates for their own internal business purposes provided the parent organisation is an Affiliate of the Customer and that (i) each



such organisation is not a competitor of ERP-Apps and (ii) this right will automatically cease if any such organisation ceases to be an Affiliate; and/or

5.2.3.4 any other Users who would reasonably need access to the ERP-Apps Product (including any ERP-Apps Documentation) in order for the stated business purpose or requirement of the Customer, in using the ERP-Apps Product, to be fulfilled for example Customers, Suppliers and Ex-Employees of the Customer.

Save as set out in clauses 5.2.3.1 to 5.2.3.4 above, the ERP-Apps Product (including any ERP-Apps Documentation) may not be used to provide any business processing services to any third party or be used by any third party (whether a business or individual).

5.2.4 Restrictions on use

The Customer and any party granted a right to use or access ERP-Apps Product in accordance with clauses 5.2 and/or 5.3 shall:

5.2.4.1 secure and protect the proprietary rights in the ERP-Apps Product or ERP-Apps Documentation and any copies which are made of it

5.2.4.2 ensure that no copies of the ERP-Apps Product in any form (including configuration flexifields) are given to any third party without the express permission of ERP-Apps in writing

5.2.4.3 reproduce any copyright notice on all material related to, or part of, the ERP-Apps Product or ERP-Apps Documentation on which any such copyright notice is displayed

5.2.4.4 Not:

- copy, decompile, disassemble, reverse engineer, frame, mirror or duplicate any part or content of the ERP-Apps Product;
- attempt to derive the source code of the Product
- access the ERP-Apps Product to (a) build a competing product or service; or (b) copy any features, functions or graphics
- unless specifically permitted to do so in the Agreement, reproduce, distribute, publicly display, sublicense, lease, rent, assign, loan, transfer or otherwise make available the ERP-Apps Product to a third party
- modify, adapt, alter, translate, or create derivative works of the ERP-Apps Product
- merge (together) the ERP-Apps Product with any other software or service (excluding the Unit4 ERP)
- develop an alternative to the Product that is based on or derived from, in whole or in part, the ERP-Apps Product or any ERP-Apps Documentation
- use the Product in violation of any import, export, re-export or other applicable laws or regulations
- remove or obscure any copyright notices, proprietary rights notices, trade marks (or trademarks), trade mark credits, trade designation, confidentiality notice, mark, logo, legend or other information included in the ERP-Apps Product including the “Powered by ERP-apps” icon and link.
- purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under the licence to the ERP-Apps Product without the previous consent in writing of ERP-Apps.



6 Customer Responsibilities

6.1 Technical & functional responsibilities

Technical Environment responsibilities:

- Supply, administration and maintenance of customer-side client devices including the Unit4 ERP or ERPx environment.
- Customer-side networking infrastructure, including connectivity to the ERPPortal Service.
- Security of customer-side network, devices and internet connectivity.
- Ensuring sufficient internet bandwidth
- Customer is fully responsible for the configuration and administration of the functional aspects of the Service, including but not limited to
 - Configuration of the Unit4 ERP application, although consultancy services can be provided.
 - User administration within Unit4 ERP and the ERPPortal
 - Configuration of the connection between the Unit4 ERP Systems and the ERPPortal

6.2 Customer Obligations

6.2.1 Technical & functional responsibilities

Technical Environment responsibilities:

- Supply, administration and maintenance of customer-side client devices including the Unit4 ERP environment.
- Customer-side networking infrastructure, including connectivity to the ERPPortal Service.
- Security of customer-side network, devices and internet connectivity.
- Ensuring sufficient internet bandwidth
- Customer is fully responsible for the configuration and administration of the functional aspects of the Service, including but not limited to
 - Configuration of the Unit4 ERP application, although consultancy services can be provided.
 - User administration within Unit4 ERP and the ERPPortal
 - Configuration of the connection between the Unit4 ERP Systems and the ERPPortal
- If the contract comes to an end, or the ERPPortal service is no longer in use, the customer should follow offboarding procedure as per section 10.

6.2.2 Account Set-up

Customer is responsible for designating its Users, and for ensuring that all Users are adequately trained and understand Customer's access and use obligations and requirement to comply with ERPApps's acceptable use policy. Where applicable each individual User must establish an Account. Customer is responsible for managing its Accounts and disabling a User's Account when ERPPortal access is no longer required, including immediately upon termination of such User's affiliation with Customer. Customer is responsible for its Users' acts and omissions and for all activities occurring under its Users' Accounts.

6.2.3 Account Administrator

Customer will designate one or more Account Administrator(s). The Account Administrator(s) responsibilities include, but are not limited to, coordinating with ERPApps and Re-Seller support teams



regarding the ERPPortal and managing Customer's Accounts. Customer warrants that its Account Administrator(s) will maintain authority to act on Customer's behalf concerning the ERPPortal Service, and that ERPApps can rely on the Account Administrator(s) actions and instructions in connection therewith.

6.2.4 Account Security

Each User is responsible for keeping his or her Account credentials confidential. Users may not share Account credentials. Customer will notify ERPApps immediately upon discovering any known or suspected unauthorized access to, misuse of, or breach of security for the ERPPortal or its Users' Accounts, and will provide all information and take all steps requested by ERPApps.

6.2.4.1 Passwords

We use a package based on industry standards to test the password strength as the user sets it. Length is more important than complexity and by using words rather than random characters it is easier to remember. There is a good summary of the latest NIST guidance here:

<https://www.netsec.news/summary-of-the-nist-password-recommendations-for-2021/>

The user will receive a welcome email when the client add them to the portal to the email address you specify, this will give them a 24hr link to set up their own password (with the complexity set as above). If that expires then they can use the reset password function which sends a link which is valid for an hour.

Passwords are never stored in any data storage, but are hashed using an industry-recommended one-way hashing mechanism. This will be kept up to date as technology changes.

6.2.4.2 2FA

We use google's 2FA on the back end. This can only be switched on by the client at the organisational level so all users must use it. Users may choose any 2FA application.

6.2.4.3 Single Sign On

Single sign on is possible with our Integration Pack. Currently we support Azure AD. Other authentication methods may be developed on request however there may be a charge for this depending on the requirements.

6.2.4.4 GDPR

To meet GDPR requirements users are able to delete themselves from the portal.

6.3 ERP-Apps Relief from Performance

If ERP-Apps is prevented or delayed from performing any of its obligations under the Agreement by reason of any act, default or omission of the Customer its agents or sub-contractors, then ERP-Apps is not deemed to be in breach of any terms of the Agreement which it might otherwise be in breach of as a result of the said act, default or omission.



7 WARRANTIES AND DISCLAIMER

7.1 General Warranties

Each Party warrants that:

- 7.1.1 it has full capacity and authority and all necessary consents to enter into and to perform the Agreement
- 7.1.2 that the Agreement is executed by a duly authorised representative of each Party; and
- 7.1.3 it has validly entered into this Agreement and has the legal power to do.

7.2 Product Functional Warranty

ERP-Apps warrants that the ERP-Apps Product shall perform materially in accordance with the ERP-Apps Documentation and the Specification on delivery or first access (as applicable).

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

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

- 7.2.1 a modification to the ERP-Apps Product code (or Customisation) which has not been carried out by ERP-Apps or its approved software partners or any action which is expressly excluded in the ERP-Apps Documentation (and any approval will be at the cost and expense of the Customer);
- 7.2.2 any combination of the ERP-Apps Product with any software or materials not supplied or approved by ERP-Apps or its approved ReSeller partners
- 7.2.3 use of the ERP-Apps Product in a manner for which it was not intended or other than as permitted under the Agreement

ERP-Apps does not warrant, and Customer acknowledges, that the operation of the ERP-Apps Product is or will be uninterrupted or error free.

In the event of the ERP-Apps Product failing to perform in accordance with any of the above warranties, ERP-Apps has no liability or obligation other than to remedy such failure by the provision of Support. ERP-Apps Support Service is a third line support service, first line support to the Customers users will be provided by the Customer unless otherwise agreed.

Second line support will be provided by the ReSeller organisations via the ReSellers Helpdesk Portal.

It is acknowledged by the Customer that the remedies expressed in the Agreement set out the whole extent of ERP-Apps's liability and obligations in respect of any breach of any warranty.

7.3 Disclaimer

Except as expressly provided in the agreement, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. ERP-Apps shall have no liability for any and all claims, demands, suits, damages, liabilities, costs and expenses (including reasonable legal fees and court costs) arising out of or resulting in whole or in part from the Customer's use of any third-party software as part of the provision of the Services by ERP-Apps.

7.4 Customer Responsibility for its Affiliates and Users



The Customer shall ensure the compliance with the terms of this Agreement of any person permitted access to the applicable ERP-Apps Product. Customer accepts responsibility and liability for (i) the acts and/or omissions of such persons in relation to any breaches by the Customer of the Agreement; or (ii) direct breach of any obligations under the Agreement by such persons. Further details can be found in our acceptable use policy.



8 MUTUAL INDEMNIFICATION

8.1 Indemnification by ERP-Apps

ERP-Apps shall defend the Customer, at ERP-Apps's expense, against any claims, demands, suits or proceedings ("**Claims**") made or brought against the Customer by a third party alleging that the use of any ERP-Apps Product directly infringes any IPR of a third party or misappropriates such third party's trade secrets. Further, ERP-Apps shall indemnify and hold the Customer harmless against all costs (including reasonable attorneys' fees) finally awarded against the Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by ERP-Apps, in connection with such Claims.

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

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

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

8.2 Indemnification by the Customer

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

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

8.3 Exclusive Remedy

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



9 LIMITATION OF LIABILITY

9.1 Non-excluded Liability

Nothing in this Agreement, particularly in this clause 10 limits or excludes either Party's liability to the extent that such limitation or exclusion is not permitted by Applicable Law, including:

9.1.1 fraud and fraudulent misrepresentation

9.1.2. death or personal injury attributable to negligence

9.1.3. liability for payment of undisputed and properly due fees

9.1.4. the Parties respective liabilities under clause 9.

Exclusion of Indirect, consequential and other Damages

Subject to clause 9.1, neither Party is 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 (excluding a Data Breach); 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 9.1, ERP-Apps is not liable to the Customer for any lost profits or revenues of the Customer however caused, whether in contract, tort or under any other form of liability, and whether or not the Party has been advised of the possibility of such damages.

9.2 Limitation of Liability

Subject to and save as set out in clauses 9.1.1 to 9.1.4 (above), the total aggregate liability of ERP-Apps under the Agreement, whether in contract or tort or under any other form of liability, is limited to (i) the amount paid by Customer hereunder in the twelve months immediately preceding the events giving rise to the liability or (ii) or €500,000 (as may be converted into a local currency at the time of the event giving rise to the liability), whichever is the lower.



10 TERM AND TERMINATION

10.1 Term of Agreement

The Agreement commences on the Effective Date and continues until terminated by either Party in accordance with its terms.

10.2 Termination for Cause

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

10.3 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 Order Forms. ERP-Apps will not be under any obligation to deliver any ERP-Apps Product and/or ERP-Apps Service following the effective date of termination of the Agreement.

10.4 Surviving Provisions

Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement will remain in full force and effect for such period as necessary.

10.5 Payment for termination within Minimum Term

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



11 GENERAL PROVISIONS

11.1 Suggestions

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

11.2 Export Compliance

The ERP-Apps Product and/or ERP-Apps Services, other ERP-Apps technology and derivatives thereof may be subject to export laws and regulations of other jurisdictions.

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

11.3 Anti-Bribery and Anti-Corruption

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

11.4 Anti-Modern Slavery and Anti-Human Trafficking

Both Parties comply with all Applicable Law relating to both modern slavery and human trafficking. Each Party has taken reasonable and commercially appropriate steps to ensure that there is no modern slavery and human trafficking practices within its business or its supply chains. In relation to ERP-Apps, more information can be found in ERP-Apps's Slavery and Human Trafficking Statement.

11.5 Agreed Disclosure

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



11.6 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.

11.7 No Third-Party Beneficiaries

Where the Customer purchases only ERP-Apps Products and/or ERP-Apps Services, there are no third-party beneficiaries to the Agreement. Where Customer purchases Third Party Products and/or Third Party Services, the Third Party Provider may enforce the terms of this Agreement against the Customer as if it were a Party hereto. The Parties may amend the terms of the Agreement in accordance with clause 12.18 without the consent of the Third Party Provider.

11.8 Notices

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

11.9 Waiver

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

11.10 Severability

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

11.11 Force Majeure

Neither Party is liable for any delay in performing its obligations if the delay is caused by Force Majeure. The Parties are not under an obligation to fulfil any obligation if fulfilment is impossible because of Force Majeure. The term Force Majeure includes force majeure of ERP-Apps's suppliers, the failure to properly fulfil obligations by suppliers which the Customer has instructed ERP-Apps to use, as well as any defect in Non-ERP-Apps Applications or third party services which the Customer has instructed ERP-Apps to use. If a situation of Force Majeure lasts longer than ninety (90) calendar days, the Parties will have the right to terminate an Order Form by giving notice to the other in accordance with clause 12.9 (Notices). Any Services or Additional Services which have been delivered or performed pursuant to the Order Form before the force majeure event may be invoiced by ERP-Apps and are payable by the Customer.



11.12 Assignment

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

11.13 Dispute Resolution

Save in relation to an audit carried out in accordance with clause 12.1 (Audit), should a dispute arise between the Parties in relation to the Agreement then prior to pursuing any legal rights the aggrieved Party must provide written notification of the problem to a Director (or equivalent position) of the other Party. Both Parties shall then use all reasonable endeavours to resolve the dispute within fourteen (14) calendar days. Should the problem remain unresolved then the aggrieved Party must provide written notification of the problem to the Managing Director (or equivalent position) of the other Party. Both Parties shall then use all reasonable endeavours to resolve the dispute within a further twenty-one (21) calendar days. Should there still be no resolution in this thirty-five (35) calendar day period then either Party is entitled to pursue its legal rights.

11.14 Non-Solicitation

During the term of the Agreement and for 6 months after its expiration or termination, both Parties undertake that they shall not, without the prior written consent of the other Party (whether by the relevant Party, its employees, agents, third parties or otherwise howsoever) employ or solicit for employment, or solicit to provide services, as an employee, independent contractor or consultant any:

- employee;
- independent contractor; or
- consultant,

of the other Party, who has never been used previously by the first Party but was introduced to the first Party as a result of this Agreement, and with whom the first Party has had contact under this Agreement in the previous 12-month period.

Each Party acknowledges that a breach by it of the provisions of this clause requires the expenditure of time and expense by the other Party in replacing any such employee for which the other is entitled to recover as liquidated damages an amount equal to 50% of the gross annual salary or annual fee(s) of the individual concerned as at the time of the breach. This provision is without prejudice to the other Party's right to seek injunctive relief.

11.15 Governing Law

The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.



11.16 Entire Agreement

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

11.17 Variation

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

11.18 Electronic Signature

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



12 ERPPortal SaaS Schedule 1

12.1 Provision of ERPPortal SaaS

1. ERP-Apps shall make the ERPPortal SaaS available to the Customer pursuant to the Agreement for the Term with first access (to an environment to allow the Project to commence) being provided to the Customer as soon as reasonably practicable after the Effective Date.
2. ERP-Apps shall make the ERPPortal SaaS available in accordance with the applicable SLA, Service Description, applicable Policy Documentation and Applicable Law.
3. ERP-Apps will retain sole control over the computing platform configuration, technical system requirements, Updates (relating to the ERPPortal SaaS) and the timing thereof.
4. Support shall be provided via the ReSeller partner from the date the Service is made available in accordance with paragraph 1 of this Schedule 1.

12.2 Renewal of ERPPortal SaaS

5. ERPPortal SaaS will renew automatically after the Minimum Term for successive periods of one year.

12.3 Additional Customer Obligations and Responsibilities

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

12.4 ERP-Apps Right to Suspend

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

12.5 Notice and Takedown

8. Customer shall behave toward third parties with due care and in a lawful manner, at all times and in all cases, e.g. regarding third party rights such as data protection rights and IPRs. With the aim of avoiding any liability to third parties or limiting the consequences of a liability towards third parties, ERP-Apps is, at all times, entitled to take measures at its own discretion in relation to an act or omission by or at the risk of Customer, including acts or omissions that infringe or could possibly infringe those third party rights. ERP-Apps cannot be required to form an opinion on the validity of the claim of third parties or of the Customer's defence, or to become involved in any way in a dispute between Customer and third parties. Customer shall remove Customer Data immediately on the first written request of ERP-Apps. If Customer fails to do so, ERP-Apps is entitled to remove the Customer Data or prevent access to Customer Data at its discretion. In the event of the infringement or imminent infringement of this paragraph 4, ERP-Apps is entitled to refuse Customer access to ERP-Apps's systems and the ERPPortal SaaS with immediate effect



and without prior notice. The foregoing does not affect any other measures or the exercising of other rights by ERP-Apps in relation to the Customer.

12.6 Integration with Non-ERP-Apps Applications

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

12.7 Changes to the ERPPortal SaaS Platform

10. ERP-Apps reserves the right to change the third party provider of the ERPPortal SaaS platform, provided that: (i) ERP-Apps has given reasonable notice to the Customer of such change; (ii) the jurisdiction in which the Customer Data is stored shall not be changed (without having first obtained Customer consent, which shall not be unreasonably withheld, delayed or conditioned); and (iii) the service provided by the new ERPPortal SaaS platform provider shall be (in form and content) consistent in all material respects with the previous offering.

12.8 Return of Customer Data on Termination

Customers are able to download their own data in the form of a user file and logging data from the portal at any time, data is retained for a short time and then automatically deleted. Details of this data retention can be found in the online portal documentation.



13 ERPPortal Acceptable Use

13.1 Introduction

This Acceptable Use Policy relates to any use of access of the ERP-Apps ERPPortal by the Reseller, Customers Staff or the Customers Users.

This policy is also provided with the ERP Portal documentation accessible by all administration users and is available in multiple languages there.

13.2 Who We Are

Erpportal.com is operated by **ERP-Apps Ltd**, a UK Limited company registered in England under company number **13186463**.

Some important details about us:

Our registered office is at: **International House 12 Constance Street E16 2DQ London United Kingdom**

Our VAT number is: **GB425908777**

Our email address is: info@erp-apps.com

13.3 User Details

All Users of the ERPPortal will not:

- Allow anyone else to use their user credentials for the ERPPortal system
- Leave their user accounts logged in at an unattended and unlocked computer whilst logged into the ERPPortal system.
- Use someone else's user credentials to access the ERPPortal system, except in the case of test accounts on the Stage (non production) system.
- Leave their ERPPortal password unprotected (for example writing it down).
- Perform any unauthorised changes to systems or information.
- Attempt to access data that they are not authorised to use or access.

13.4 Access to the Service

Access to the system will only be by user login via browser.

Automated testing tools or programmatic access will not be used without prior consent from ERP-Apps.

13.5 Use of the Service

By accessing the service, users agree not to:



- Probe, scan or test the vulnerability of any system or network, unless done in compliance with an authorised penetration test.
- Breach or otherwise circumvent any security or authentication measures.
- Attempt to access, tamper with back-end parts of the Service.
Interfere with or disrupt any user, host or network, for example by sending a virus, overloading, flooding, spamming or mail-bombing any part of the Service.
- Promote or advertise products or services other than your own without appropriate authorisation.
- Resell the Service unless specifically authorised to do so.
- Publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence or terrorist activity, including terror propaganda.
- Publish or share malicious code.
- Advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual orientation, disability or impairment.
- Harass or abuse ERP-Apps personnel or representatives or agents performing services on behalf of ERP-Apps.
- Violate the law in any way, including sharing material that's fraudulent, defamatory or misleading via the service.
- Violate the privacy or infringe the rights of others.

13.6 Suspension and Termination

If we think you have breached this policy, we will take whatever steps we think are necessary.

These might include:

- Stopping your use of the application temporarily or permanently
- Sending you a warning
- Taking legal action
- Telling the right authorities.
- We exclude legal responsibility and cost for actions we take to deal with your breach of our policy.



14 AI-OCRv2 SaaS Schedule 2

14.1 Provision of AI-OCRv2 Microservice SaaS

1. ERP-Apps shall make the AI-OCRv2 Microservice SaaS available to the Customer pursuant to the Agreement for the Term with first access (to an environment to allow the Project to commence) being provided to the Customer as soon as reasonably practicable after the Effective Date.
2. ERP-Apps shall make the AI-OCRv2 Microservice SaaS available in accordance with the applicable SLA, Service Description, applicable Policy Documentation and Applicable Law.
3. ERP-Apps will retain sole control over the computing platform configuration, technical system requirements, Updates (relating to the AI-OCRv2 Microservice SaaS) and the timing thereof.
4. Support shall be provided via the ReSeller partner from the date the Service is made available in accordance with paragraph 1 of this Schedule 1.

14.2 Renewal of AI-OCRv2 Microservice SaaS

5. AI-OCRv2 Microservice SaaS will renew automatically after the Minimum Term for successive periods of one year.

14.3 Additional Customer Obligations and Responsibilities

6. Customer shall: (i) be responsible for procuring and maintaining client-side equipment, software and services required to remotely access and use the AI-OCRv2 Microservice SaaS, including network connectivity; (ii) be responsible for the functional operation and administration of the application that is provided as part of the AI-OCRv2 Microservice SaaS; and (iii) use the AI-OCRv2 Microservice SaaS only in accordance with the Agreement, Policy Documentation (including the AUP) and Applicable Law.

14.4 ERP-Apps Right to Suspend

7. If ERP-Apps becomes aware of a User's non-compliance with the Agreement, ERP-Apps may specifically request that Customer suspends the non-compliant Account. If Customer fails to comply with such request within an appropriate period of time (in ERP-Apps's sole opinion), then ERP-Apps may suspend the applicable Account. The suspension will remain in effect until the applicable User has remedied the breach that caused the suspension. ERP-Apps also reserves the right to suspend access to the AI-OCRv2 Microservice SaaS in the event of a Customer's breach of the AUP or in order to protect the security and integrity of its systems, facilities and equipment. In such event, ERP-Apps shall promptly contact Customer to provide an explanation and coordinate an appropriate resolution.

14.5 Notice and Takedown

8. Customer shall behave toward third parties with due care and in a lawful manner, at all times and in all cases, e.g. regarding third party rights such as data protection rights and IPRs. With the aim of avoiding any liability to third parties or limiting the consequences of a liability towards third parties, ERP-Apps is, at all times, entitled to take measures at its own discretion in relation to an act or omission by or at the risk of Customer, including acts or omissions that infringe or could possibly infringe those third party rights. ERP-Apps cannot be required to form an opinion on the validity of the claim of third parties or of the Customer's defence, or to become involved in any way in a dispute between Customer and third parties. Customer shall remove Customer Data immediately on the first written request of ERP-Apps. If Customer fails to do so, ERP-Apps is entitled to remove the Customer Data or prevent access to Customer Data at its discretion. In the event of the infringement or imminent infringement of this paragraph 4, ERP-Apps is entitled to



refuse Customer access to ERP-Apps's systems and the AI-OCRv2 Microservice SaaS with immediate effect and without prior notice. The foregoing does not affect any other measures or the exercising of other rights by ERP-Apps in relation to the Customer.

14.6 Integration with Non-ERP-Apps Applications

9. The AI-OCRv2 Microservice SaaS may contain standardised features (APIs) designed to interoperate with other Non-ERP-Apps Applications. To use such features, Customer may be required to obtain access to such Non-ERP-Apps Applications from the third party providers of such products. If the provider of any such Non-ERP-Apps Application ceases to make the Non-ERP-Apps Application available for interoperation with the corresponding AI-OCRv2 Microservice SaaS features on reasonable terms (e.g. uses old integration methods or inadequate security protocols), ERP-Apps may cease providing such AI-OCRv2 Microservice SaaS features without entitling Customer to any refund, credit, or other compensation. If, for reasons reasonably attributable to a provider of a Non-ERP-Apps Application, it can no longer reasonably be expected for ERP-Apps to make the AI-OCRv2 Microservice SaaS available for interoperation with such Non-ERP-Apps Application features, ERP-Apps may cease providing such corresponding AI-OCRv2 Microservice SaaS features without entitling Customer to any refund, credit, or other compensation.

14.7 Changes to the AI-OCRv2 Microservice SaaS Platform

10. ERP-Apps reserves the right to change the third party provider of the AI-OCRv2 Microservice SaaS platform, provided that: (i) ERP-Apps has given reasonable notice to the Customer of such change; (ii) the jurisdiction in which the Customer Data is stored shall not be changed (without having first obtained Customer consent, which shall not be unreasonably withheld, delayed or conditioned); and (iii) the service provided by the new AI-OCRv2 Microservice SaaS platform provider shall be (in form and content) consistent in all material respects with the previous offering.

14.8 Return of Customer Data on Termination

Data is only retained in a cache for a short time (configurable by the organisation) and then automatically deleted. Details of this data retention can be found in the online documentation.



15 AI-OCRv2 Microservice Acceptable Use

15.1 Introduction

This Acceptable Use Policy relates to any use of access of the ERP-Apps AI-OCRv2 Microservice by the Reseller, Customers Staff or the Customers Users.

15.2 Who We Are

Erpportal.com is operated by **ERP-Apps Ltd**, a UK Limited company registered in England under company number **13186463**.

Some important details about us:

Our registered office is at: **International House 12 Constance Street E16 2DQ London United Kingdom**

Our VAT number is: **GB425908777**

Our email address is: info@erp-apps.com

15.3 User Details

All Users of the AI-OCRv2 Microservice will not:

- Perform any unauthorised changes to systems or information.
- Attempt to access data that they are not authorised to use or access.

15.4 Access to the Service

Access to the system will only be via the Rossum application

Automated testing tools or programmatic access will not be used without prior consent from ERP-Apps.

15.5 Use of the Service

By accessing the service, users agree not to:

- Probe, scan or test the vulnerability of any system or network, unless done in compliance with an authorised penetration test.
- Breach or otherwise circumvent any security or authentication measures.
- Attempt to access, tamper with back-end parts of the Service.
Interfere with or disrupt any user, host or network, for example by sending a virus, overloading, flooding, spamming or mail-bombing any part of the Service.
- Promote or advertise products or services other than your own without appropriate authorisation.



- Resell the Service unless specifically authorised to do so.
- Publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence or terrorist activity, including terror propaganda.
- Publish or share malicious code.
- Advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual orientation, disability or impairment.
- Harass or abuse ERP-Apps personnel or representatives or agents performing services on behalf of ERP-Apps.
- Violate the law in any way, including sharing material that's fraudulent, defamatory or misleading via the service.
- Violate the privacy or infringe the rights of others.
-

15.6 Suspension and Termination

If we think you have breached this policy, we will take whatever steps we think are necessary.

These might include:

- Stopping your use of the application temporarily or permanently
- Sending you a warning
- Taking legal action
- Telling the right authorities.
- We exclude legal responsibility and cost for actions we take to deal with your breach of our policy.