

G-Cloud 15, Lot2b Order Management, Orchestration & Fulfilment SaaS

G-Cloud 15 (RM1557.15)

Supplier Terms- ArvatoConnect

Company overview

ArvatoConnect is 100% owned by Bertelsmann SE & Co. KGaA, the ultimate parent company of Bertelsmann Group a global, financially stable company. In 2024 the group's businesses, with over 145k employees, generated revenues of €18.7 billion and €3.2 billion EBITDA globally. Bertelsmann, provide the business with long term stability, investment and also global partnership opportunities. This enables ArvatoConnect to support the UK BPO and Outsourced Services market.

Bertelsmann's strategic focus is on a fast-growing and high-earning digital, international and diversified Group portfolio. Businesses in which Bertelsmann invests have long-term stable growth, global reach, sustainable business models, high market-entry barriers and scalability.

Within UK public sector we are recognised for providing high quality, complex and compliance heavy solutions, not only as a current and proven provider within both central and local government, but also as part of all of the key frameworks, the mandated route through which the public sector procures BPO and CRM services. ArvatoConnect is a clear leader in several vertical markets, supporting a number of the world's leading brands, including the challenging and highly competitive automotive space, where we are engaged delivering FCA regulated services. Our technology partnerships, combined with our deep domain industry expertise have enabled ArvatoConnect to successfully deliver business transformation and digital enablement for our clients, resulting in improved efficiency, reduced cost to serve and, importantly, improved customer satisfaction.

With an embedded culture of partnership supported by a strong, highly experienced leadership team, ArvatoConnect is recognised as one of the leading outsource providers in the outsourcing market. The scope of our services includes

- • BPO and Shared Services.
 - Contact Centre Solutions.
 - Customer Experience Management.
 - Digital Communication Solutions.
 - Automation and AI Consultancy and Implementation.
 - Financial Services Management (FCA Accredited).

The UK HQ is situated in Datchet (Windsor) Berkshire with sites in Newcastle, East Yorkshire and Swansea. The Swansea site is our principal BPO and Shared Services facility.

Supplier Terms

These SAP Terms and Conditions ([EULA](#)) govern the access to and use of one or more SAP applications listed on the applicable Order Form, Client agrees to be bound by the terms and conditions set forth herein. [Supplier Standard Terms
https://www.sap.com/docs/download/agreements/leveled-partner-agreements/dps/partnersupplement-to-data-processing-agreement-english-v8-2021.pdf](https://www.sap.com/docs/download/agreements/leveled-partner-agreements/dps/partnersupplement-to-data-processing-agreement-english-v8-2021.pdf)

Supplier Service Specific Terms

<https://www.sap.com/docs/download/agreements/product-use-and-supportterms/cls/en/service-level-agreement-for-sap-cloud-services-english-v8-2023.pdf> <https://www.sap.com/docs/download/agreements/end-user-agreements/lic/general-termsand-conditions-for-sap-cloud-services-indirect-united-kindgdom-english-v8-2023.pdf>



**Unit4 Business Software Limited Unit4
Supplier Terms and Conditions
G-Cloud 15 Lot2B Software-as-a-Service (SaaS):
RM1557.15 January 2026**

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1. FORMATION AND APPLICABLE TERMS

1.1. Applicable Terms

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

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

1.2. Definitions

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

2. EFFECTIVE DATE AND TERM

2.1. Effective Date and Duration

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

2.2. Renewal and expiry

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

3. GENERAL OBLIGATIONS

3.1. Provision of Services

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

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

3.2. Co-operation

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

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

3.3. Use of Services

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

4. CHARGES AND PAYMENT

4.1. Charges

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

4.2. Timing for Payment of Charges

Unless otherwise stated, Charges for (i) Services provided on a subscription basis are invoiced annually in advance commencing on the Subscription Start Date; (ii) Services provided on a time and materials basis are invoiced monthly in arrears; and Unit4 General Terms of Business v 3.5 January 2026 (EN)

(iii) Charges for fixed price Services will be invoiced on the Effective Date of the Sales Order for such Services.

4.3. Indexation Based Increases

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

4.4. Invoice Procedures

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

4.5. Standard Payment Terms

Any Charges will be paid in full and cleared funds by the Due Date and without deduction, withholding or set off, except only to such extent as is required by Law.

4.6. Late Payment

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

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

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

4.7. Taxes

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

4.8. FX Based Increases

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

5. INTELLECTUAL PROPERTY

5.1. Existing IPRs

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

5.2. New IPRs

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

5.3. Safeguarding of IPRs

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

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

5.4. Licence to use Customer Material

Customer grants to Unit4 throughout the Term a non-exclusive irrevocable, 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 Unit4 that its exercise of that licence will not infringe or contravene any Law or third party rights.

5.5. Indemnification by Unit4

Unit4 shall defend Customer, at Unit4's expense, against any Claims made or brought against Customer by a third party alleging that the use of any Services directly infringes any IPRs of a third party. Further, Unit4 shall indemnify and hold Customer harmless against all costs (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction or an arbitrator or agreed to in a written settlement agreement signed by Unit4, in connection with such Claims.

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

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

5.6. Exclusive Remedy

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

6. THIRD PARTY ARRANGEMENTS

6.1. Third Party Services

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

6.2. Use of Third Parties by Customer

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

6.3. Authorised Resellers

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

7. DATA, PRIVACY AND DATA PROTECTION

7.1. Analytics

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

7.2. Privacy and Data Protection

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

8. CONFIDENTIALITY

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

Agreement and for a period of three (3) years following any termination of the Agreement.

9. LIMITATION OF LIABILITY

9.1. Applicability

Except for any specific limitations of liability contained elsewhere in the Agreement, this clause 9 sets out the entire aggregate liability of each of the Parties in respect of any Default by it or on its behalf **AND THE ATTENTION OF CUSTOMER IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 9.** **9.2. Non-excluded Liability**

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

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

9.3. Exclusion of Indirect, consequential and other Damages

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

9.4. Limitation of Liability

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

9.5. Related Exclusions

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

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

9.6. Claims

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

9.7. Exclusion of Implied Terms

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

9.8. Cumulative Defaults

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

9.9. Separate Limitations

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

10. TERMINATION AND SUSPENSION

10.1. Termination for breach

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

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

10.2. Breaches that are capable of remedy

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

10.3. Termination for an Insolvency Event

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

10.4. Termination on Notice at a renewal date

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

10.5. Suspension

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

10.6. Effect of Termination

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

10.7. Surviving Provisions

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

10.8. No Partial Terminations

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

10.9. Payment of outstanding Charges within Minimum Term

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

11. AUDIT

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

12. PUBLICITY AND AGREED DISCLOSURE

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

13. TRANSFER, ASSIGNMENT AND SUBCONTRACTING

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

14. NOTICES

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

15. GENERAL PROVISIONS

15.1. Service Changes and Substitutions

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

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

15.2. Indemnity Process

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

15.3. Export Compliance

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

15.4. Relationship of the Parties

The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

15.5. Renewal Pricing

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

15.6. No Third-Party Beneficiaries

Where Customer purchases only Unit4 Services, there are no third-party beneficiaries to the Agreement. In particular, Customer Affiliates cannot bring Claims directly against Unit4. Where Customer purchases Third Party Services, the Third Party Provider may enforce the terms of this Agreement against Customer as if it were a Party to this Agreement. The Parties may amend the terms of the Agreement in accordance with clause 15.14.15.14 without the consent of the Third Party Provider.

15.7. Waiver

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

15.8. Severability

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

15.9. Force Majeure

Neither Party will be liable for any delay or failure in performing its obligations if the delay is caused by Force Majeure. The Parties are not under an obligation to fulfil

any obligation if fulfilment is impossible because of Force Majeure. The term Force Majeure includes force majeure of Unit4's suppliers, the failure to properly fulfil obligations by suppliers which Customer has instructed Unit4 to use, as well as any defect in any third party services which Customer has instructed Unit4 to use. If a situation of Force Majeure lasts longer than 90 (ninety) calendar days, either Party will have the right to terminate a Sales Order by giving Notice to the other in accordance with clause 14 (Notices). Any Services which have been delivered or performed by Unit4 before the force majeure event may be invoiced by Unit4 and will be payable by Customer.

15.10. **Non-Solicitation**

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

15.11. **Governing Law**

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

15.12. **Entire Agreement**

The Agreement constitutes the entire agreement between the Parties and supersedes all other agreements, proposals or representations, written or oral, concerning its subject matter. Customer acknowledges that any purchases of Services under this Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Unit4 regarding future functionality or features.

15.13. **Interpretation**

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

15.14. **Variation**

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

15.15. **Counterparts**

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

15.16. **Electronic Signature**

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

16. **DEFINITIONS**

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

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

Authorised Users	Users or units of the relevant Volume Metric permitted to Use the Service as set out in the Sales Order.
Authority	any governmental (local, regional, national or supra-national), judicial, arbitral, regulatory or other authority of competent jurisdiction.
Business Day	any day excluding weekends, bank holidays or other public holidays in the Territory.
Charges	all amounts payable by or for Customer in accordance with the applicable law and regulations in the relevant Territory.
Loss Claim	all losses, costs, expenses, damages, indemnities, penalties, fines, judgments, demands, fees, injuries/depletions and liabilities (including damages or compensation paid on legal proceedings or claims, demands, suits or proceedings of any type).
Confidential Information	all information, data, materials, documents, software, code, or other information, whether or not in written form, that is designated as confidential or otherwise confidential by or for the Disclosing Party, or which the Disclosing Party reasonably believes should be understood to be confidential given the nature of the information and the circumstances of its disclosure.
Minimum Term	the minimum term for which Customer commits to the purchase of the Service, which shall be no less than 12 months, and shall include the minimum term for which the Disclosing Party is obligated to provide the Service, or such other period as may be agreed by the Disclosing Party and the Receiving Party.
Notice	any notice, demand, request, consent, or other communication, in writing, that is designated as confidential or otherwise confidential by or for the Disclosing Party, or which the Disclosing Party reasonably believes should be understood to be confidential given the nature of the information and the circumstances of its disclosure.
Party	each of the parties to the Agreement, or its successors or assigns.
Personnel	any persons employed or engaged by Unit4 or Customer (as the parties may agree) as such in the Sales Order.
Customer Policies	Unit4's or any of its suppliers' documentation and information, including policies and/or procedures relating to the Service as may be updated from time to time and made available at www.unit4.com/terms .
Material	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Default Product Specification	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Reseller Agreement	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Delivery Order Scope Document	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Documentation	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
SaaS	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Services Due Date	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Effective Date	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Service Terms	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Export Control	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Success Services	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Subscription Start Date	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Force Majeure	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Term	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Third Party Provider	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Third Party Services	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Unit4	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Indexation Rate	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Unit4 Material	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
IPRs	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.
Use	any breach of any obligation or warranty under the Agreement, in respect of any Unit4 Service or Third Party Service, the description of such application of Service available at www.unit4.com/terms or the occurrence of any event or series of events which gives rise to a claim for damages or compensation.

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.

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

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

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

1. GENERAL DESCRIPTION

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

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

2. SERVICE

The Service will comprise:

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

3. SERVICE LEVELS

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

Service Availability

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

TOTAL TIME – SERVICE OUTAGE

$$\frac{\text{TOTAL TIME} - \text{SERVICE OUTAGE}}{\text{TOTAL TIME}} \times 11111$$

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

Disaster Recovery

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

4. SERVICE CREDITS

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

Number of consecutive months of missed service level	Service Credit entitlement – percentage of the relevant Service charges paid for the month that the Service does not meet the service level
One (first month)	10% of first month
Two	20% of second month

Three	30% of third month
Four or more	40% of fourth and subsequent month(s)

Customer shall be entitled to request a deduction of the aggregate Service Credit amount from the next invoice issued by Unit4, provided such request is received by Unit4 within three months of the Customer becoming entitled to the Service Credit under this clause.

5. RESTRICTIONS ON USE

Customer shall:

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

6. SERVICE DISCLAIMERS

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

7. CUSTOMER OBLIGATIONS

Users

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

Access

- 7.2 The Service shall only be accessed by using a User’s unique account and Users shall not use the account of another User or impersonate another person or entity.
- 7.3 No access controls or other security measures for the Service shall be deactivated, bypassed or otherwise circumvented by Customer.
- 7.4 The Service can only be accessed through interfaces or other automated means (such as test tools, screen capture technology, scripted browsers, or other programmatic methods) expressly approved by Unit4.
- 7.5 Customer shall not attempt to gain unauthorized access to or otherwise interfere with or disrupt Unit4’s or any other customers’ systems, data or operations nor shall Customer engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functioning of the Service.

Use

7.6 Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its Use of the Service, that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is

discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property; and Unit4 reserves the right, without liability or prejudice to its other rights to disable Customer's access to any material that breaches the provisions of this clause.

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General

7.7 Customer shall be responsible for any User's Use and/or misuse of the Service.

7.8 Customer is responsible for:

7.8.1 procuring, maintaining and securing all Customer-side equipment, software, network connections and telecommunications links and services required to access and Use the Service and ensuring they meet the specifications required to access the Service;

7.8.2 the functional operation and administration of the Service; and

7.8.3 the legality, reliability, integrity, accuracy and quality of its data.

8. ADDITIONAL TERMS

8.1 Unit4 will retain sole control over the computing platform configuration, technical system requirements, updates (as defined in the Support Terms) and the timing of such updates.

8.2 Unit4 reserves the right to change the third party provider of the Service platform provided that: (i) Unit4 has given reasonable notice to Customer of such change; (ii) the jurisdiction in which Customer data is stored shall not be changed (without having first obtained Customer consent, which shall not be unreasonably withheld, delayed or conditioned); and (iii) the service provided by the new Service platform provider shall be (in form and content) consistent in all material respects with the previous offering.

8.3 On termination of the Agreement, at Customer's written request, Unit4 shall as soon as reasonably possible, make available to Customer a file containing the last back-up of Customer Data in the native database format along with attachments in their native format. If no such request is received within thirty (30) calendar days of termination of the Service, Unit4 may destroy any Customer Data in its possession or control.

9. FAIR USAGE

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

9.1 disapply the service levels in clause 3; and/or

9.2 suspend the Service; and/or

9.3 apply additional charges in relation to the provision of excess capacity.

10. DEFINITIONS

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

Business.

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

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.

SERVICE TERMS – SUCCESS SERVICES



1. GENERAL RESPONSIBILITIES

1.1 Customer shall:

1.1.1 comply with its obligations in the applicable Product Specification, Delivery Scope Document and Policies;

1.1.2 commit sufficient resource to any Project, including a dedicated Customer Project Team, and ensure that the Customer Project Team are available to provide information, input and instructions to Unit4. Customer will use all reasonable endeavours to ensure prompt replacement of members of the Customer Project Team;

1.1.3 use the tools provided by Unit4;

1.1.4 promptly provide all information and documentation reasonably requested by Unit4;

1.1.5 (a) ensure any training specified by Unit4 is completed by the Customer Project Team by the deadlines specified by Unit4 and (b) be responsible for end-user training;

1.1.6 conduct and complete any testing which is stated in a Product Specification and the Customer Handbook as requiring completion by the Customer;

1.1.7 not unreasonably withhold its acceptance of any item, objective or gateway put forward by Unit4 for acceptance, if that item meets the criteria agreed between the Parties; and

1.1.8 notify Unit4 in writing of any objections to the Success Services within 5 Business Days of such Services being performed and in the absence of any such notification, Customer is deemed to have accepted such Services.

2. DELIVERY OF THE SUCCESS SERVICES

2.1 Timing and Method of Delivery

2.1.1 The Success Services will be delivered remotely and on Business Days. Where the Parties separately agree that the Success Services will be provided on-site, Customer shall ensure that Unit4 is provided with full access to facilities (including a suitable working area and internet connection), equipment and systems to enable it to deliver the Success Services.

2.1.2 Dates and times for delivery of Success Services by Unit4 set out in the Agreement are estimates only and time will not be of the essence for delivery of Success Services.

2.2 Additional Success Services

2.2.1 Without limiting clause 3, where additional Success Services are required to be provided by Unit4 as a result of any of the circumstances described in 2.2.1(i) to (iii) occurring, Unit4 reserves the right to charge Customer for such additional Success Services at Unit4's Prevailing Rates by issuing an invoice for such Charges immediately and without notice:

- (i) as a result of Customer's failure to fulfil its obligations under the Agreement;
- (ii) due to assumptions in the Delivery Scope Document or Product Specification (s) being incorrect or ceasing to be correct due to Customer providing incorrect or misleading information to Unit4; or
- (iii) due to the act or omission of Customer, Unit4 are prevented from delivering or delayed in the delivery of Success Services.

2.2.2 Where clause 2.2.1 applies, Unit4 also reserves the right to update any timeline and review the scope of the Success Services specified in a Delivery Scope Document in accordance with the change control process in clause 4.

3. SHORT NOTICE CANCELLATION

3.1 Where specific dates for delivery of Success Services are agreed between Unit4 and Customer and Customer notifies Unit4 that it cancels or postpones part or all of such Services, Unit4 shall be entitled to charge Customer:

3.1.1 20% of the Charges or Success Points, as applicable, relating to the relevant Success Services which have been cancelled or postponed if the notice is received by Unit4 between eleven (11) and fifteen (15)

Business Days before the agreed start date;

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

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

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

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

4. CHANGE CONTROL PROCESS

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

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

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

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

4.4.1 is technically infeasible;

4.4.2 may compromise the security, stability, performance or integrity of any Services;

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

4.4.4 would adversely affect other Unit4 customers; or

4.4.5 would infringe third party IPR.

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

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

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

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

4.6.1 a description of the proposed Change; and

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

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

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

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

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

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

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

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

5. DEFINITIONS

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

Word or phrase	Meaning
Change	any variation, extension or reduction to the agreed scope of Success Services.
Change Control Note	a document which includes the details specified in clause 4.6.
Customer Handbook	a document which describes the Unit4 delivery methodology associated with a Project and is available at www.unit4.com/servicedescriptions .
Customer Project Team	a team of resources representing the Customer in any Project, including: project sponsor, project manager, functional lead, package leads, data migration lead, IT lead/system admin, super users, data experts and technical resources.
Project	a collection of Success Services however defined in the Delivery Scope Document.

SERVICE TERMS – SUCCESS POINTS

1. APPLICABLE TERMS 2. DEFINITIONS

1.1 Access to Success Catalog and Success Points

Capitalized terms used in these Service Terms but not defined in these Service

Terms shall have the meaning given to such terms in Unit4's General Terms of

Success Points Packages are only available to Customers with an existing Business and Service Terms – Success Services. subscription for Success4U Professional.

1.2 Availability of Success Points

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

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

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

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

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

1.3 Success Points Owner

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

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

1.4 Redemption of Success Points

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

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

¹ For example, if Customer has a Minimum Term of three (3) years commencing on 1 January 2026 and an annual allocation of 100 Success Points, it can redeem up to 30 Success Points in that first year. In the second January 2026 and an annual subscription year (1 January 2027 to 31 December 2027), 70 Success Points will be Success Points in the first subscriptions year (1 January 2026 to 31 December 2026) so that it redeems a maximum of 130 Success Points in that first year. available for redemption by Customer.

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

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

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

1.4.6 Unit4 reserves the right to update its Rate Card at any time. When Success Points are redeemed for Success Services in accordance with clause

1.4.1, the Rate Card in effect at the time of redemption will apply to those Services. For any subsequent redemption of Success Points, the Rate Card in effect at the time of that redemption will apply.

UNIT4

Service Terms

Success4U – Essentials



1. Overview

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

S4U Essentials includes the following:

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

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

2. Access to the Success Catalog

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

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

3. Education Entitlement

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

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

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

Service Terms

Success4U – Professional



1. Overview

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

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

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

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

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

2. Success Planning

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

Unit4 will:

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

3. Education Entitlement

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

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

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

Service Terms

Success4U

Essentials for

Source-to-Contract



Success4U Essentials for Source-to-Contract - Overview

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

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

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

Customer Support

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

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

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

In S2C system guides, templates and tutorials

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

The in-system library contains:

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

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

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

Live Customer Webinars

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

Community4U

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

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

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

Success Catalogue

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

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

1. General Description and Coverage

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

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

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

2. Named Support Contacts and Customer Service Owner

Required Named Support Contacts

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

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

Additional Technical Contacts

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

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

Training Requirements for Named Support Contacts

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

3. Self-Help Resources and “How to” Questions

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

4. Case Classification, Qualification, Response and Escalation

Logging Cases

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

Cases will be classified and handled as follows:

4.1 Incidents

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

Fig. 1 (Priority Level Designation Table)

Priority Level Designation	Business Impact Assessment	Initial Response Time Objective

Priority 1 – Critical	Customer's use of the Service (in its production environment or the Cloud Production Environment) is stopped or so severely impacted that their entire organisation cannot reasonably continue to work. For example, Customer's organisation experiences complete loss of service or the loss of operation is critical to their business and the situation becomes an emergency.	1 Business Hour.
Priority 2 – Major	One or several important business processes are disabled by the issue, causing major disruption, but it is not a Priority 1 condition.	2 Business Hours
Priority 3 – Normal	Business processes are affected by the issue, causing minor disruptions, or loss of functionality but it is not a Priority 2 condition.	8 Business Hours
Priority 4 – Minor	Business processes are basically unaffected by the issue, but it may cause minor application usability issues.	2 Business Days

Unit4 Initial Response Time Objective

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

24/7 Incident support

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

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

Diagnosis of Incidents

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

Diagnosis and Resolution (Process and Responsibilities)

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

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

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

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

Application Error Correction Obligations

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

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

General Disclaimer

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

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

Service Terms – Support 4U (Unit4 SaaS) v 1.4 April 2025 (EN) 1

4.2 Service Requests

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

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

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

4.3 Cases Requiring Database Changes

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

5. Escalation and Complaint Management

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

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

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

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

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

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

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

6. Availability of Improvements and Old Technology

Availability and Responsibility for Applying Improvements and Corrections

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

7. Versions

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

8. Customisations

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

9. Enhanced Support Services & Other Services

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

10. Definitions

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

Word phrase or	Meaning
Business Hours	9.00 a.m. to 5.00 p.m. on any Business Day.
Case	a request for Support Services that is either an Incident or a Service Request.
Case Support	in relation to a Product, the response to and Resolution of Cases on a reactive basis.
Customer Service Owner	one Named Support Contact nominated by Customer, whose name and contact details (including an email address and telephone number) are provided by Customer to Unit4 (and shall be updated by Customer from time to time) that Unit4 will use as a key point of contact in the event of any time sensitive issues relating to the Product.
Customisation	activities to amend or supplement code of the Service (or make nonstandard additions to the database) and includes: (i) amendment or supplementing code of the Service for the development of reports that are not included in the Service as standard; and (ii) development of capability that is intended to create an interface between the Service and a third party system or solution; and (iii) database objects, such as SQL triggers views; stored procedures; Functions; SQL server views; and custom tables.
Hot Fix	an urgent and often time sensitive revision of Service issued, which contains vital corrections to errors in the Service to stabilize availability or maintain security objectives.
Incident	an issue with the Services that interrupts the current mode of operation and/or business processes of Customer.
Initial Response Time Objective	the objective or target set by Unit4 for responding to an Incident as set out in the Priority Level Designation Table.
Maintenance	in relation to a Product, the provision of proactive maintenance including bug-fixing, security patches and other corrective updates.
Named Support Contacts	those representative Users of Customer named from time to time as support contacts for the Services as defined in these Service Terms.
Priority Level Designation	a priority level (between 1 and 4) designated to an Incident in accordance with the guidance provided in the Priority Level Designation Table.
Priority Level Designation Table	the table of the same name set out at figure 1 of these terms.

Release	a new iteration of a Service that is made available to Customer and for the avoidance of doubt, a list of the current and previous Releases of the Services are available here: www.unit4.com/terms .
Resolution	one or more of the following actions, as appropriate, in response to an Incident: (i) provision of the requested advice; (ii) explanation of how a particular element of functionality should be used; (iii) provision of an alternative method of system operation where an error has been identified and agreed; (iv) provision of a workaround or other solution; and (v) where no alternative method of system operation or workaround is possible, confirmation that an application error has been identified and logged for error correction with Unit4's R&D organisation.
Service Configuration	any solution setup that is accomplished by changing standard menus and functionality within the Service, but excluding Customisation.
Service Request	a request by Customer to change the parameters of Customer's existing Service Configuration or a request for assistance that is not covered under Customer's Support Services.

Service Request Catalogue	a standard list of Service Requests from which Customer may choose.
Support Desk	The Unit4 Customer Support Desk, with whom Incidents and Service Requests can be raised.
Support Escalation Process	the escalation process as updated from time to time by Unit4, which can be provided to Customer on request, setting out the escalation pathway for disputes or disagreements about the provision of Support Services.
Support Services	the support services described in clause 1 of these Service Terms.
Update	a scheduled revision of Service issued at greater frequency than a Release, which contain corrections to errors in the Service and or contains small functional enhancements to the Service.
Version	a revision to the Service, such that it resembles a new software product or an enhanced version of the product, which Unit4 may choose to name consistently with the previous one.

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Data Processing Policy

1. Introduction and scope

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

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

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

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

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

2. Definitions

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

Agreement	means any written contract, any written statement of work, or any other written binding agreement, including any annexes thereto, for the provision of Services by Unit4 to Customer;
CPA	means the Colorado Privacy Act 2021;
CPRA	means the California Consumer Privacy Act 2020 as updated by the California Privacy Rights Act 2023;
Controller	shall have the definition given to data controller by the GDPR;
Customer	means the counterparty to the Agreement with Unit4;
Customer Data Subjects	shall mean the former and current directors, officers and employees and customers of Customer or its Affiliates;
Data Protection Audit	means audits, including data protection compliance questionnaires, carried out by Customer or a third-party on behalf of Customer, with the objective to verify Unit4 compliance with the data protection obligations stated in the Agreement and this Policy;
Data Protection Laws	means, in relation to any Personal Data which is Processed in the performance of the Agreement and in each case only to the extent applicable, the GDPR together with all implementing laws and any other data protection, privacy laws or privacy regulations such as CPA, CPRA, FADP, FIPPA, PPDA, PIPA, PIPEDA, or VCDPA;

FADP	means the Swiss Federal Act on Data Protection revised and updated in 2023;
FIPPA	means, in each case to the extent applicable to the Processing, the Freedom of Information and Protection of Privacy Act, RSBC 1996;
GDPR	means, in each case to the extent applicable to the Processing: (i) Regulation (EU) 2016/679 (“ EU GDPR ”); (ii) as implemented in the United Kingdom by the EU (withdrawal) Act 2018 and as amended by the Data Protection Act 2018;
PDPA	means the Singaporean Personal Data Protection Act as amended by the Personal Data Protection (Amendment) Act 2020;
Personal Data	means any information relating to an identified or identifiable natural person which natural persons for the purposes of this Policy will be Customer Data Subjects;
Personal Data Breach	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data;
PIPA	means, in each case to the extent applicable to the Processing, the Personal Information Protection Act, SBC 2003 enacted in British Columbia;
PIPEDA	means, in each case to the extent applicable to the Processing, the Canadian Personal Information Protection and Electronic Documents Act 2000;
Process, Processing	means any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation

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

3. Personal Data Processed by Unit4

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

4. Use of personal data

Unit4 shall not Process the Personal Data other than:

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

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

5. Subprocessing

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

forth in the Agreement. If the Parties are unable to come to an agreement on possible resolutions within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable Services which cannot be provided by Unit4 without the use of the objected-to new Subprocessor.

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

6. Confidentiality and security

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

7. Co-operating with requests of Customer

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

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

Data Protection Impact Assessment: Unit4 shall provide reasonable assistance to Customer with any data protection impact

assessments which are required under Data Protection Laws, including Article 35 GDPR, and with any prior consultations to any

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

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

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

8. Deletion or return of Customer Personal Data

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

9. Incident management

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

(i) be completed within a reasonable period after Unit4 has become aware of a Personal Data Breach, and (ii) be carried out within the regular business hours of the local office where the Remediation Measures are required to be taken.

10. International transfers of Customer Personal Data

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

11. Liability

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

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

12. Contact us

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

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Nature and Purpose of Processing

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

Types of Services and the Personal Data that is Processed

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

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

Unit4 Property Management	In addition to the above (for “All Services”), customer identity; marking for protected identity; marking for estate; membership (including: member number, status, membership start/end date, reason for entry/resignation, first entry date, main membership, related membership, tenancy points, home savings points); roles/categories of persons; Users (user id, type of user, signature); lease agreement and tenant ownership details (including: identity of the invoice recipient for e-invoice, mandate information deposit, guarantee, warranty); case management information; contractor (assignments for mailing); notes (registered by the Controller); documents (written or electronic) containing any of the above.	In addition to “All Services”: agents or directors; Applicants or prospective employees; and consumers (e.g. property applicants and tenants) of management services.
Unit4 Scanmarket	As with “All Services”, but other Personal Data may be stored or processed by the Service if it is configured in such a way to do so (e.g. contact information or free-text completed in supplier questionnaires) or is inputted into the Service by the Customer.	In addition to “All Services”: employees or other contacts of “Contact” companies.

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

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

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

Contact Details

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

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

Security Measures (Technical and Organisational)

Unit4 Business Security Measures (Internal business operations summary)

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

Physical Security, Unit4 premises:

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

Virtual and computing Security:

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

Information Security Policies and Documentation:

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

Data privacy and security by design

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

Data breach notification

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

Unit4 SaaS on Microsoft Azure (summary)

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

Network level security

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

Database level security

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

Vulnerability Management

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

Disaster Recovery

- High availability infrastructure.
- Tested periodically.

Threat detection, mitigation and response

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

Data segregation

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

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

Data encryption in transit

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

Access control

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

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

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

Unit4 SaaS hosted on Nordic Cloud data center (summary)

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

Network level security

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

Datacenter security

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

Vulnerability Management

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

Disaster Recovery

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

Threat detection, mitigation and response

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

Data segregation

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

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

Data encryption in transit and at rest

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

Access control

- Customers are fully empowered to conduct front-end access control to their application. This means that the responsibility for creating new accounts, account termination and review is with the customer.
- Unit4 will retain limited back-end access to customer data (by direct database connection). Access by Unit4 shall be strictly limited to activities necessary for installing, implementing, maintaining, repairing, troubleshooting or upgrading the solution. All access is logged and limited to a small group of Cloud Engineers, Professional Services and Support Consultants.
- Access logs are saved in the centralized monitoring solution for 365 days. In case of data breaches, Unit4 can provide the access logs on request.

- Physical access to our Nordics Data centers follows the principle of least privilege. The data centers are tier 3 and has strict access control in place, requiring keycard, pin and biometric verification before secure areas can be accessed.

Unit4 SaaS on Amazon Web Services (summary)

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

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

Additional Elements for Unit4 Platform Services (summary)

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

Network level security

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

Database level security

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

Messaging level security

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

Authentication

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

Sub-processors

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

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

SaaS – Source-to-Contract Scanmarket by	Slack	United States of America	Providing solution – Perform
	Wistia	United States of America	Providing solution – Learn
	Amazon Web Services	Ireland, Singapore, Australia (Privacy information) and Subprocessors .	Providing solution (cloud infrastructure and services)
	Microsoft Azure	As specified in the Details of Processing and Subprocessors .	Providing solution (cloud infrastructure and services)
	WalkMe	EU with Subprocessors .	Providing solution (software tooling / adoption)

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in business or people



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

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

INTRODUCTION

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Web link

Additions to Standard Terms (Unit4 General Terms of Business)

Indemnification by Customer

!"#\$%&'() *!H>L9+r-1+>K3?4K1)7-^iaxw]' @U39+7@6-2,568' 5>+.)/0123-456783,945362-3*5-+.) /0123-4567=3?4D+1=3,94536+3-164536D_1-
Yl L36?5:09810s1-836+~,~M56>9:567L984311-~\$ Oba\co'aZ5:+583I2)7->36:6:I2,6Kbac^th]jyl]aonf^oq]hbmno^hba]pozghf\^g9-
¥+I2,1J4K1QKUI2,a]zgeaotj^?41-,>+I2,U18636K+KY2-2-:4*5:*5:9+8-36K1+65 L38?UI51+6U856>9:I164+6:>3I2,UD54K-1+836+r,?J3-2+UI164?3-
J4K>45>453,>98I164JDI164@)*34 U816816+436+J(85D+,8@)*X' |4 K1)* 18J>36 K12 :3:,,7683-1)*K+:!^igcxz,U92:I1D5r?179+I65?U6>,T6^D,U-
1+836+r,gl^h[hzg'aeno^hba]on45*145*(}-J3-,2-3*5:36J+6:),9:1+6Us44+?K35, Q-58,f:ijf 3D567>+9 IKYL9X'+82-3*5-+8K+4>39,:5>4-
+8K+J4^K+39]po[]hea2,8761-+K8+9-r^1 xzl4I19273>1?567184K1Ts08hq\58>,38,645>L98f,?+=1-*5'95856>DJ56>+648J+++
17+41(6^>4I+6:] *p,~L98:5,6345?UL984311-D54K3f53^k?51:1:3-6:363-4]98 *5>fg9?567L98431:564K1)7-4+ \b_el'91^
@,,18^amno^hba]poehb[fg\cea|4+,^2_o^abod83616+)*23+4P?3-4Kea=1-*5>189:ogcwM~14+5,83?5-3>1^18)*:3~>9-54j c-+I2,:1I*@?3-
6+:s?+4K5-:Z>3^1-l>rU4K^?)*3^67+83-6+1:48D54K-1821>-3?L9843Ic4+JK+4D,¤-
2Rr,U5:1645?Uh]oi2,UDfI/K1s+843>K+67UI16>18~@D5r,1L9843I]1>45360179,+4536MQ~s0-+:odi^+,36785:1;654<=1-
*5>18?3 ,1 98561 364^adwrU4+-2+8K+K56?1VMh^il+U-14+56J981J66h^iaqh]awhgcw}iaxw]M->52^+)*UI>33*9-23813?1¥2-
1[K,[+6:548]5>@f+>Ks+-4U8KP5:1645?U4K1>+9813?4K1+6K9:~L36: 4J3-+~, [K+6U1¥5:16345>I164@81>9-54UI1+89-1856K+6:,567+6UL984311-
,i^8-Ur,1:oaeh]t^c^j^h]mno^hba]pomhcgq^ac^g^fficqh]b^ghcnc^a]xz_8:185761:4ca]\^ad^c^noax>41:3^1,5I2,-
]«(4:[\^_tjul]aonf^oq]hbmno^hba]pov]a]eihqg^ohvfgw\^ghconc^a~4K1)*+1+7sabac^onei]J43+8366+49-+,21-8^gzaoh]\wac^ojN"5chq{\|}-
4+7:8+I]xz496:93 45368 6483?:5*¤ Xs28JL36I1642-3>14+5c^def\gbdhL,5+418+6:4K15:)*8-17+~:56789>8567J=1>9-54U6+->5^2-
r,?L3>843gl^hehb[f_ |g^i{\|}mno^hba]f73-61 MN 7,~+^12,UD>43>+s3]5*1+:6:15I4+:1-5*1:\p8567+9842-,r1+-:I:58?3^ba',~16455>-^1-
184+S1 ,I+U56+45364+-1inoahqs*+UI2,UD63-L984311-@)*P3-4K1L+,5?3-65+s-5*+>U057K48)>4MLs0)PcJ,;58>,381L984311-rU-
1823685r,ID,U4++K+456?3-I+453^ohv\^ghcgo|>->59-18431K+,T*)\e^g18+6:I+564+562-3>1:9-18:185761:4)*^2-
3>1 gcxzaw\^a6:1:817bac^c^iahenbac,6-18,83456743+?36+6>>3-:~+6>1D54KY+D83?96+94K3-
51:+U966>5:164+6:dmno^hba]poefga64851+89,Kgwc1W-1>9-521>45*1:5-1>43-8J3>41:I+^2- -+~:8:16r,f 8567.)/-149-68,^ghci\81?3-436+2 OP+-
KK7]8^igcxz56>95--18+6:=9r2-3>1^9]po[hK1:j^iaN(Ol+,89-1UI\qh]\c_f\|qnf363>3YK6+^jklmn:16>1 ,531)*3J56?3-I5675~JDqD8çr,I-
15^?39 S1+896:56898]61>4536D54+3KK3:-4+3,',MI2,f6L~:17-+~1-*5>18a4s@f+>Ks+-@T6^>5-+P^hb598]78^K^1-
\po]a]ohc\^faehc^h]hf?>K65>+6OI3?4K12-3>1-ogJ?3-4K4+8345^K,;1-:DU^2+I+U?3-IM39I1:5+U93685643?+>ch]ehc^h]hfdl1~arU86Y],634-
1Z5:1645?U+6452,1)*~*13-34K1^1@ K+6pD>-5r1867 45>9,~JD1D39,1?5>1-8J+6:n.1,~D@)*^ghc\]amno^hba]poD6:5Jn2-5*+4+,UM5P432-
3*5:14Kn][hoa]N\g-] 6:564 >98431,4K12-3>9-D54K\$P@)^ _Js1-836+~,~14U58^c^a^gcxza3-8:>1~I2,I4+34^c^mno^hba]pok1>+9813?4KK9-
23,qP@,~+U56>9:567J?3-65?]ao[hcol+,8J:1841f9?^K Dia=1-*5>156-+>984311-8)*,4K843-r]U85673?4K15---+h^i\poehc^h]hf>s-8-
++1183?47+41I2,3U1J,6J3> *1643 5*1J+K+ççI4K3-51:-I1643-U+>3-369>45365-34-34r,1*+64}5691:f5>>1,984+6+7>«^-
^12,U~I+U85+6:]K1KK:1Jac^r,U\po^? K3-3-88D 1:1h718+8]--Z}JJJ

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Customer Liability

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(D)FO4-&MNQ RHJSI!<"*\$2-8+\$G H I JKLIMG H%#. #6,)%-/\$6-+& %/-#+6 &4-#P%\$ D)+P18U VWXY9Z < U 9:[(\)+22%-#/4 &4-5%)"/6#+,7-
/8%)6/\$#%-#/4 &/ +&),,):9,.,+;E)O/#) \$9 !" .:+0-+#\$-%.1C& 8+,\$ %%& %'#\$)6C1) < 9:=>1#, [N42%](#) "-C#8,-%.1,)%-/\$3-0\$6E1#-,?@AB3#+,9=>26 "-
3P#)+14-T81 .\:] %C)+4 "-+4#4)1+