

Header Information

The date of this Agreement is **xx** of **XXX, 20XX** (the "Signing Date")

This is an agreement between:

G7 Business Solutions Limited (The Supplier)	
Company no:	
Address:	
Contact:	
Tel:	
E-mail:	
XXXXXXXXXXXXXXXXX (The Customer)	
Company no:	
Address:	
Contact:	
Tel:	
E-mail:	

each a 'Party' and together the 'Parties'.

Definitions

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

“Agreement” means this End-User Agreement, including all Schedules and referenced policies, as amended from time to time.

“AMS” means the Application Managed Service provided by the Supplier to the Customer as Support Services under this agreement.

“Cloud Provider Agreements” means the agreements between the Software Provider and its third-party cloud service providers, including all applicable policies, service terms, and other legal instruments, as referenced in this Agreement and listed in Schedule Two.

“Confidential Information” means any non-public, proprietary or confidential information disclosed by one Party to another under or in connection with this Agreement, as defined in Clause 13.

“Customer” means an individual or entity engaging with the Supplier, who is licensed to use the Services and Software.

“Customer Data” means any data inputted into the Software by a Customer or its users, manually or via an automated process

“Customer Licence” means the licence granted to a Customer under this Agreement to access and use the Software and Services for internal business operations.

“Documentation” means the documents made available by the Supplier describing the Software and Services, including user instructions, policies, and technical manuals.

“ERP-Apps Services” means the hosted Software services created by the Software Provider that includes hosting and access.

“ERP Portal Service” means the content, software, and platform accessible via erpportal.com, erpportal.co.uk, and their subdomains, when connected to a Unit4 ERP7, ERP CR or ERPx system, as described in Schedule One.

“Fees” means the amounts payable by the Customer to the Supplier under this Agreement, as specified in Schedule One.

“First-Line Support” means the initial level of customer support provided by the Supplier, which includes receiving, logging, and categorising support requests from Customers, providing basic troubleshooting and user guidance, and resolving

general usage issues that do not require technical expertise or code-level investigation.

“Normal Working Hours” means the normal working hours of both the Supplier and the Software Provider those being Monday – Friday 0900-1730 UK local time, excluding Bank Holidays.

“Parties” means collectively the Software Provider, the Supplier, and the Customer, and **“Party”** means any one of them.

“Paid-For Users” means the individual users licensed under a Customer Licence for whom subscription fees are paid.

“Product” or **“Service”** means the ERP Portal, and associated modules and offerings made available by the Software Provider as part of the subscription.

“Reseller Rights” means the non-exclusive, non-transferable rights granted to the Supplier by the Software Provider to resell access to the Software and Services to Customers.

“Revenue(s)” means all monetary amounts actually received by the Supplier from the licensing of the Product or Service, as further defined in Schedule One.

“Schedule” means a schedule to this Agreement, forming an integral part thereof.

“Signing Date” means the effective date of this Agreement as set out on page 1.

“Software” means the ERP Portal software as described in Schedule One, made available as a service.

“Software Provider” means ERP-Apps Ltd, the developer and provider of the ERP Portal service.

“Supplier” means G7 Business Solutions Limited, the authorised reseller as approved by the Software Provider.

“Supplier Services” means the services provided by the Supplier to Customers under this Agreement, including installation, configuration, support, and training.

“Support Services” means the Supplier Services pertaining to the support of the Software as specified in Schedule 3.

“Supplier Consultancy Services” means additional services provided by the Supplier to Customers under this Agreement chargeable on a time and materials basis.

“Second-Line Support” means the intermediate level of technical support services provided by the Supplier's support individuals, involving deeper



investigation and resolution of issues that could not be resolved at First-Line Support.

“Third Line Support” means the support services provided by the Software Provider to address issues escalated by the Supplier, as detailed in Schedule Three.

“Third Party Software” means any software, services, or systems including but not limited to Unit4 ERP, Unit4 ERPx, or any other applications or platforms that may be integrated with or operate alongside the Software or ERP-Apps Services under this Agreement.

“VAT” means value-added tax as defined in applicable UK tax legislation.

1. Introduction

- (a) The Software Provider has developed certain software applications and platforms described in Schedule One ('the Software') which it makes available to subscriber Customers on an annual subscription basis.
- (b) The Supplier wishes to use the Software Provider's Software in order to provide access for the Supplier's Customers to the Software Providers Software.
- (c) The Software Provider has agreed to provide access to the Software to Customers sold to by the Supplier subject to the terms and conditions of this Agreement.
- (d) This Agreement creates a so-called "software as a service" (SaaS) arrangement, providing for the secure delivery of ERP-Apps Services to the Customer's terminal on a subscription over a network (typically the internet) from processors hosted remotely by the SaaS provider, which is different from the more traditional "software as a licence" which is normally installed on the customers' servers.
- (e) Any documentation describing the Software and/or the ERP-Apps Services and made available by the Software Provider or Supplier to the Customer are referred to as 'the Documentation' in this Agreement.
- (f) The Customer accepts that the Software Provider has agreements with cloud service provider(s) in order to be able to fulfil the ERP-Apps Services ('Cloud Provider Agreements'). These Cloud Provider Agreements may consist of numerous agreements operating between the Software Provider and the Cloud Service Provider, such as customer agreements, service level agreements, service terms, acceptable use policies, privacy policies, and trademark guidelines. The Customer acknowledges that the Cloud Provider Agreements may impose obligations on the Customer which the Customer must comply with in addition to the terms of this Agreement.
- (g) The Software Provider currently has a reseller agreement with the Supplier, and this agreement allows the Supplier to license the Software Providers Software to the Customer.

2. Customers

2.1 Subject to the terms of this Agreement, the Software Provider grants to the Supplier the right to licence Customers introduced by the Supplier to use the ERP-Apps Services and the Software and the Documentation during the Term set out in Schedule One but only for the Customer's internal business operations (such licences being referred to as 'Customer Licences').

2.2 The Customer procures that:

- (a) the maximum number of paid-for users that it authorises to access and use the ERP-Apps Services and the Documentation will not exceed the number of subscriptions it has purchased from time to time or the number of per-user fees it has paid for as set out in the relevant Licence Schedule.
- (b) the Software Provider or Supplier on behalf of the Software Provider, will be permitted to check at any time that each paid-for user has kept a secure password for his use of the ERP-Apps Services and the Software and the Documentation, and that password has been changed no less often than set out in the relevant Licence Schedule.
- (c) it will maintain a written, up to date list of current paid-for users and provide that list to within five (5) Business Days of the Suppliers or Software Providers written request at any time.
- (d) it will allow the Software Provider to audit the ERP-Apps Services at the Software Provider's cost in order to confirm the name of each paid-for user, as long as this right is exercised with reasonable prior notice, and in such a way that it does not significantly interfere with the Customer's normal business.
- (e) if any audits reveal that any access has been given to any individual who is not a paid-for user, then without limiting the Customer's other rights, the Software Provider will be entitled to disable such users.
- (f) if any audits reveal that the Customer has underpaid fees to the Supplier, the Software Provider will work with the Supplier to ensure the Customer makes good that underpayment in accordance with the prices set out in Schedule One within a reasonable period.

2.3 The Customer will not access, store, distribute or transmit (i) any viruses like worms or Trojan horses which reduce the effectiveness of the ERP-APPS Service or any network or hardware, or (ii) any material during the course of its use of the ERP-Apps Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.
- (b) makes illegal activity possible or easier.
- (c) contains sexually explicit images.
- (d) promotes violence; or
- (e) causes damage or injury to any person or property,

and the Software Provider will be entitled to prevent the Customer's access to any material that breaches this clause.

2.4 The Customer will not:

- (i) attempt to copy, modify, create works based on, republish, download, transmit, or distribute or commercially exploit all or

any part of the Software and/or the Documentation in any form or media or

- (ii) attempt to reverse compile, disassemble, reverse engineer all or any part of the Software.

or

- (a) access all or any part of the ERP-Apps Services and Documentation in order to build a product or service which competes with the ERP-Apps Services and/or the Software and/or the Documentation; or
- (b) use the ERP-Apps Services and/or the Software and/or the Documentation to provide services to third parties or give them access to these things;

2.5 The Customer will use all reasonable efforts to prevent any unauthorised access to, or use of, the ERP-Apps Services and/or the Software and/or the Documentation and will inform the Supplier straightaway if that happens.

2.6 The Customer must comply in full with all provisions of the Cloud Provider Agreements which affect the Customer and/or for which the Software Provider is responsible under the Cloud Provider Agreements (either directly or because the Software Provider is liable for any acts and failures to act by its own customers under those Cloud Provider Agreements). The current Cloud Provider Agreements to which this responsibility applies (or links for those Cloud Provider Agreements) are set out in Schedule Two. The Software Provider may add to or change this list at any time, and the Customer accepts that the Cloud Provider Agreements may change at any time. The Software Provider will notify in writing, the Customer of any material changes as soon as reasonably possible after notification from the cloud provider of a change in the relevant Cloud Provider Agreement.

2.7 The rights provided under this Clause 2 are granted to the Customer only, and not to any subsidiary or holding company of the Customer.

2.8 The Customer agrees to abide by all other Software Provider's standard terms and conditions of use as laid out in the ERP-Apps Portal Terms and Conditions.

3. Additional Paid-For Users

3.1 Subject to this Clause, the Customer may, from time to time during any Term, purchase access to the ERP-Apps Services for additional paid-for users above the number set out above in which case the Customer shall notify the Supplier of the Customer's request in writing.

3.2 The Software Provider will consider such request for additional paid-for users and reply to the Supplier approving or disapproving the request. The Supplier will then inform the Customer of the decision.

3.3 If the Software Supplier approves the Customer's request to purchase extra paid-for users, the Customer will pay to the Supplier the extra fees for the additional paid-for users at the rate set out in the applicable Licence Schedule per additional paid for user.

3.4 The Software Provider will during the Term, provide the ERP-Apps Services and make the Documentation available to the Customer in the way that this Agreement says.

3.5 The Software Provider will use commercially reasonable efforts to make the ERP-Apps Services available as laid out in Schedule One.

3.6 Notwithstanding the previous provisions of this Clause 3 the Customer accepts that the Software Provider will not be responsible for any failure to provide the ERP-Apps Services where the Software Provider is not allowed to do so because of any provision of the Cloud Provider Agreements. If the level of ERP-Apps Services which the Software Provider has promised to deliver is greater than the level of ERP-Apps Services which the Software Provider is able to deliver as a result of a change in the operation of the Cloud Provider Agreements, then the Software Provider will notify the Customer and only be required to deliver the level of ERP-Apps Services which it is able to deliver under the Cloud Provider Agreements. In the event that any such change in the Cloud Provider Agreement material effects the ability to provide the service required by the Customer then the Customer would have the right to terminate the contract.

4. Customer Data

4.1 The Customer will own all rights in all of the Customer Data (which is the data inputted by the Customer or its paid-for users). The Customer alone has responsibility for the legality, reliability, accuracy and quality of its Customer Data.

4.2 The Software Provider will follow its archiving procedures for Customer Data which are set out in its Cybersecurity and Resiliency Policy, the Software Provider is free to alter its Back Up Policy when it wants to. The Software Provider will not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (unless they are the Software Provider 's own sub-contractors).

4.3 The Software Provider will, in providing the ERP-Apps Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data.

4.4 Notwithstanding the previous provisions of this Clause 4, the Customer accepts that the Software Provider will not be responsible for any failure to comply with its obligations in relation to Customer Data where the Software Provider is not allowed to do so because of any provision of the Cloud Provider Agreements, and if the Software Provider has promised to perform obligations in relation to Customer Data greater than the obligations which the Software Provider is able to guarantee as a result of the operation of the Cloud Provider Agreements, then the Software Provider will only be required to perform the obligations which it is able to guarantee under the Cloud Provider Agreements.

5. Third Party Providers

To the extent that the Customer accepts that the ERP-Apps Services may enable it to access the website content of, and purchase products and services from third parties via third-party websites and that it does so entirely at its own risk. Any contract entered into, and any transaction completed via any third-party website is between the Customer and that third party, and not the Software Provider. The Software Provider does not endorse or approve any third-party website, and it doesn't approve the content of any of the third-party website made available via the ERP-Apps Services.

6. The Software Provider's Responsibilities

6.1 Subject to Clause 6.2, the Software Provider promises that the ERP-Apps Services will be performed, and the Software shall function in all material respects in accordance with the Documentation and with reasonable skill and care.

6.2 This promise does not apply to any non-performance which is caused by use of the ERP-Apps Services and/or the Software against the Software Provider's instructions or changing of the ERP-Apps Services or the Software by anyone other than the Software Provider or the Software Provider's duly authorised contractors or agents. If the ERP-Apps Services or the Software do not comply with the Software Provider's promise, the Software Provider will, at its cost, use all reasonable commercial efforts to correct any such non-compliance quickly or give the applicable Customer a different way of achieving the objective that compliance would enable. Such correction or substitution will be the Customer's sole and exclusive remedy for any breach of the Software Provider's promise in this Clause 6. However, notwithstanding the previous provisions of this Clause 6 the Software Provider:

- (a) does not promise that the Customer's use of the ERP-Apps Services or the Software will be uninterrupted or error-free; or that the Software, ERP-Apps Services, Documentation and/or the information obtained by the Customer through the ERP-Apps Services will meet the Customer's needs; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks, including the internet, and the Customer accepts that the ERP-Apps Services, Software and Documentation may be subject to limitations, delays and other problems which are typically associated with the use of such communications networks.
- (c) may not be able to fulfil the Software Provider 's promise in this clause because of provisions of the Cloud Provider Agreements, in which case the Software Provider is not responsible for the failure to fulfil that promise.

6.3 The Software Provider promises that it has and will keep all necessary licences, consents, and permissions it needs for the performance of its responsibilities under this Agreement.

7. The Customer's Responsibilities

The Customer will:

- (a) provide the Software Provider and/or the Supplier with:
 - (i) all necessary and reasonable co-operation in relation to this Agreement and
 - (ii) all necessary and reasonable access to such information which the Software Provider and/or the Supplier needs.

In order to deliver the ERP-Apps Services, including to Customer Data, and security access information;

- (a) comply with all applicable laws and regulations which apply to its activities under this Agreement.
- (b) carry out all other Customer responsibilities set out in this Agreement on time and efficiently.
- (c) make sure that the paid-for users use the ERP-Apps Services and the Software and the Documentation in accordance with this Agreement and as detailed in the ERP Portal Acceptable Use Policy, and the Customer will be responsible if any paid-for user of the Customer breaches this Agreement.
- (d) comply with and make sure the paid-for users of the Customer comply with any provisions of the Cloud Provider Agreements which affect them and be responsible if any paid-for Users breach any provisions of

the Cloud Provider Agreements or cause the Software Provider to breach such provisions.

- (e) Shall settle each properly submitted and undisputed Supplier invoice within thirty (30) calendar days of the invoice date. Invoices will be considered to be undisputed if no queries are raised within fourteen (14) calendar days of the invoice date.

8. The Supplier's Responsibilities

The Supplier will:

- (a) assist the Customer in the design of the required functionality.
- (b) configure the Software to reflect said design.
- (c) complete the installation of the configured design
- (d) provide ongoing support as detailed in Schedule Three.

9. Charges and Payment

9.1 The Customer will pay the fees due to the Supplier set out in Schedule One in relation to sales of Customer Licences by the Supplier.

9.2 The Supplier shall be responsible for raising invoices to the Customer for the Income due, including value added tax, which shall where applicable be payable at the rate in force at the due time for payment. Invoices will be raised within thirty (30) days of the effective date (Signing Date) as defined in the contract with the Customer or date of subsequent renewal. Invoices will be raised with thirty (30) day payment terms from invoice date.

9.3 If the Supplier has not received payment of an undisputed invoice within thirty (30) days after the due date for any of its invoices under this Agreement, then without limiting any other right or remedy the Supplier may request for the Software Provider to disable the Customer's access to all or part of the ERP-Apps Services while the invoice(s) remain unpaid.

9.4 If the Supplier has not received payment within thirty (30) days after the due date for any fees under this Agreement, then interest will apply to such payments until they are paid at an annual rate equal to three (3) percent above the base rate, or three (3) percent (whichever is greater) for the time being of Barclays Bank PLC in force from time to time.

9.5 All amounts and fees in this Agreement:

- (a) Will be payable in pounds sterling.
- (b) cannot be cancelled or refunded.

- (c) do not include value added tax, which will be added to the applicable invoice(s).

10. Ownership

10.1 The Customer agrees that the Software Provider and/or its licensors own all intellectual property rights in the ERP-Apps Services, the Software and the Documentation. So, this Agreement does not grant the Customer any rights to, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether they are registered or unregistered), or any other rights or licences in respect of the ERP-Apps Services, the Software or the Documentation.

10.2 The Software Provider confirms that it has all the rights in relation to the ERP-Apps Services and the Software and the Documentation that are necessary to grant all the rights it has granted to the Customer under this Agreement.

11. Confidentiality

11.1 Each of the Supplier, the Software Provider and the Customer may be given access to Confidential Information from the other in order to perform its responsibilities obligations under this Agreement (being information that is owned by or confidential to whoever discloses it and is either clearly labelled confidential or identified as Confidential Information by whoever discloses it). Confidential information includes (for the Software Provider) details of the ERP-Apps Services, the Software, and the results of any performance tests of the ERP-Apps Services. Confidential Information also includes any other information which is said to be confidential under the terms of the Cloud Provider Agreements. Confidential Information does not include information that:

- (a) is or becomes publicly known other than through any action or failure to act of the receiving Party.
- (b) was lawfully possessed by the other before the disclosure.
- (c) is lawfully disclosed to the receiving party by someone who hasn't signed this Agreement and who is under no restrictions on disclosure.
- (d) is genuinely independently developed by the receiving Party.
- (e) is required to be disclosed by law.

11.2 Each of the Supplier, the Software Provider and the Customer will keep the other's Confidential Information in confidence and, not reveal it to anyone else, or use the other's Confidential Information for any purpose except the implementation of this Agreement.

11.3 Each of the Supplier, the Software Provider and the Customer will take all reasonable steps to make sure that the other's Confidential Information is not disclosed or distributed by its employees or agents in breach of the terms of this Agreement and/or the Cloud Provider Agreements.

11.4 None of the Supplier, the Software Provider or the Customer will be responsible for any loss, destruction, change or disclosure of Confidential Information caused by any third party.

11.5 The Customer acknowledges that details of the ERP-Apps Services, and the results of any performance tests of the ERP-Apps Services and/or pilot, constitute the Software Provider's Confidential Information. The Customer also acknowledges that any performance measurements or statistics relating the Supplier Services constitute the Supplier's Confidential Information.

12. Responsibility and Accountability

12.1 The Customer will indemnify and hold harmless the Supplier against claims, actions, losses, damages, expenses and costs (including without limitation court costs fees and reasonable legal fees) arising out of or in connection with the Customer's use of the ERP-Apps Services and Supplier Services, the Software and/or Documentation including any failure by the Customer to comply with the Cloud Provider Agreements.

12.2 In no circumstances will the Supplier, its employees, agents and sub-contractors be legally responsible to the Customer if the alleged infringement is based on:

- (a) a modification of the ERP-Apps Services, the Software or Documentation by anyone other than the Software Provider; or
- (b) the Customer's use of the ERP-Apps Services, the Software or Documentation in a way that goes against the instructions given by the Software Provider; or
- (c) the Customers continued use of the ERP-Apps Services, Software or Documentation after notice of the alleged or actual infringement from the Software Provider or any appropriate authority.
- (d) any provision of the Cloud Provider Agreements with which the Software Provider is unable to comply, or which the Software Provider is obliged to enforce.

13. Limitation of Legal Responsibility

13.1 This Clause 13 sets out the entire financial legal responsibility of the Supplier (including any liability for the actions or failures to act of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of this Agreement;
- (b) any use made by the Customer of the ERP-Apps Services, the Supplier Services, the Software and Documentation or any part of them; and
- (c) any statement, action, or failure to act in a way that the law says shows a lack of reasonable care or 'negligence' (known as a 'Tort').

13.2 Unless stated otherwise in this Agreement:

- (a) the Customer is solely responsible for results obtained from the use of the ERP-Apps Services, the Software and the Documentation, and for conclusions drawn from such use. The Supplier has no liability for any damage caused by errors or omissions in any information, or instructions provided to the Customer in connection with the ERP-Apps Services or the Software, or any actions taken by the Supplier at the Customer's direction.
- (b) all promises, warranties, representations, conditions and all other terms of any kind which could be read into this Agreement by statute or the common law which the Courts apply are excluded to the fullest extent permitted by applicable law. Any other restrictions, conditions, policies, or terms reducing liability to which the Software Provider is bound as a result of the Cloud Provider Agreements, shall also be assumed to apply to the Software Provider's liability to the Customer in this Agreement, notwithstanding any foregoing term in this Clause 13.

13.3 Nothing in this Agreement excludes the liability of the Software Provider or Supplier:

- (a) for death or personal injury caused by the Supplier's or the Software Provider's negligence; or
- (b) for fraud or fraudulent misrepresentation.

13.4 Subject to Clause 13.2 and Clause 13.3:

- (a) The Supplier and the Software Provider will not ever be liable to the Customer for any loss of profits, loss of business, loss of goodwill or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss and
- (b) The Supplier's total legal responsibility in connection with this Agreement will be limited to the amount paid to the Supplier by the Customer in the then current calendar year in which such liability arises.



14. Term and Termination

14.1 This Agreement will, unless it is terminated earlier under this Clause 14, commence on the date set out in Clause 24 and continue for the period set out in Clause 24:

14.2 Without prejudice to Clause 14.1;

- (a) The Software Provider may terminate or suspend this Agreement by written notice if any of the Cloud Provider Agreements are terminated or suspended against the Software Provider and/or the Software Provider is obliged to terminate or suspend this Agreement by reason of anything it says in the Cloud Provider Agreements. The Software Provider will always make reasonable efforts to ensure an alternative suitable Cloud Provider Agreement can be put in place to ensure continuation of the provision of the Software.
- (b) without limiting any other rights to which the Software Provider, the Supplier or the Customer may be entitled, the Software Provider, the Supplier or the Customer may terminate this agreement without liability to the other if:
- (c) the other commits a significant breach of any of the terms of this Agreement and (if such a breach can be put right) fails to put right that breach within thirty (30) days of that party being notified in writing of the breach; or
- (d) an order is made, or a resolution is passed for the winding up of the other, or circumstances arise which entitle a court to make a winding-up order in relation to the other party; or
- (e) an order is made for the appointment of an administrator to manage the affairs, business and property of the other; or
- (f) a receiver is appointed of any of the other Party's assets or business, or if circumstances arise which allow a court or someone owed money to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other Party's assets; or
- (g) the other makes any arrangement with its creditors to delay or put off payment of its debts, or seeks the protection of the courts against people it owes money to; or
- (h) the other stops or threatens to stop trading.

14.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement will immediately terminate and the Customer shall immediately cease all use of the ERP-Apps Services and/or the Documentation.
- (b) the Customer will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the Software Provider.

(c) the rights of the Software Provider, the Supplier and the Customer as at termination will not be affected.

14.4 The Supplier and the Customer shall from the Effective Date until six (6) months after the termination of this Agreement, shall not canvass the employment or services of or employ or engage directly or indirectly as a contractor or an employee any employee or sub-contractor of the other.

(a) The only exceptions to this clause are where any such employment or engagement is (i) agreed in advance in Writing by both parties, which agreement shall not be unreasonably withheld or delayed; or (ii) as a result of an advertisement published in any media (including newspapers and/or electronic media) of general circulation (including advertisements posted on the Internet) where proof of such general recruitment campaign can be supplied if requested and the relevant employee or sub-contractor responded independently to such advertisement.

(b) Each party acknowledges that a breach by it of the provisions of clause 14.4 (other than where the exceptions set out in clause 14.4 (a) apply) requires the expenditure of time and expense by the other party in replacing any such employee or sub-contractor for which the other party is entitled to recover as liquidated damages an amount equal to forty (40)% of the gross annual salary or fee of the individual concerned as at the time of the breach. The parties agree that this shall be either party's sole remedy in respect of any such individual breach.

15. Force majeure

15.1 The Supplier and the Software Provider will have no legal responsibility to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, strikes, or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil unrest, deliberate damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or equipment, fire, flood, storm, pandemic or default of suppliers or sub-contractors, and anything its says in the Cloud Provider Agreements, as long as the Customer is notified of such an event and its expected duration.

16. Waiver and Severance

16.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or remedy, nor shall it prevent the further exercise of that or any other right or remedy.

16.2 If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

17. Entire Agreement

17.1 This agreement is the whole agreement between the Parties and replaces any previous agreements, whether oral or in writing, between us in respect of the subject matter.

17.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

18. Assignment

18.1 The Customer will not, without obtaining the written approval of the Software Provider and/or Supplier in advance, assign, transfer, charge, or sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

18.2 The Software Provider and/or Supplier may at any time assign, transfer, charge, or sub or deal in any other manner with all or any of its rights or obligations under this Agreement.

19. No Partnership or Agency

Nothing in this Agreement creates a partnership between the Supplier, the Software Provider and the Customer or allows each to act as agent for or bind the other in any way.

20. Third Party Rights

This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Notices

21.1 If either Party wants to give a notice to the other, it shall be in writing and signed. It should be delivered personally, or by sending it by pre-paid recorded delivery or registered post to the other party to the address at the beginning of this Agreement, or by email, to an email address nominated by each party or, if no email address has been nominated, the most recently used email address between the Parties.

21.2 If the notice is given by post, it will be treated as having been received on the second business day after posting (this excludes weekends and public holidays). If the notice is delivered personally, it will be treated as having been received on the day it is received, unless this is not a business day, in which case it will be treated as having been received on the next business day. If notice is given by email it will be treated as having been received twenty-four (24) hours after it is sent, as long as it sent to the correct email address and no notice is received to indicate that the email has not been received by the other Party.

22. Applicable Law and Disputes

22.1 This Agreement and any dispute or claim relating to or connected with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

22.2 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it.

22.3 If any such dispute cannot be settled amicably through negotiations between the Parties, or either or both is or are unwilling to engage in this process, either Party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation.

22.4 Any dispute shall not affect the Parties' ongoing obligations under this Agreement.

22.5 The Parties agree that the courts of England and Wales are the only place where disputes or claims relating to or connected with this Agreement (including non-contractual disputes or claims) may be decided.

23. Agreement Period

This Agreement shall commence on the Signing Date and remain in effect while the agreement remains in place between the Supplier and the Customer. In the event that the agreement between the Software Provider and the Supplier changes in any way which has an impact on this agreement, the Supplier will notify the Customer within thirty (30) days.

Alternatively, this Agreement may be terminated at any time in accordance with section 14 of this Agreement.

In the event that this Agreement between the Supplier and the Customer is terminated for any reason then the Customer is at liberty to approach the Software Provider direct to replace any Supplier Services that have been terminated.

24. Annual Price Increases of Saas Licence(s)

The increase in the Saas fee in any one year will be either:

- (a) 3%; or
- (b) The annual increase in the CPI as published two months prior to the renewal date of the relevant year plus 1%, whichever is the higher.



This Agreement has been entered into on the Signing Date. Each of the Parties agrees to these terms and conditions by signing below:

1. Signed by:

On behalf of **G7 Business Solutions Limited**

Date:

2. Signed by:

On behalf of **The Customer**

Date:

Schedule One

1. ERP Portal

The Software

'ERP Portal Service' means the content served by the URLs erpportal.com and erpportal.co.uk, any subdomains to these URLs and it's underlying software when connected to a Unit4 ERP, ERP CR or Unit4 ERPx system.

Fees to The Customer

INSERT QUOTE

Terms of this Agreement

In addition to all other sections of this agreement the Customer shall be responsible for abiding by the ERP Portal Terms and Conditions.

The Software Provider will be responsible for;

- (a) The hosting of the live and test applications
- (b) Maintenance of domain names
- (c) Maintenance of security certificates
- (d) Maintaining service levels at outlined in the next section

Schedule Two

All agreements with Microsoft Azure as outlined: <https://azure.microsoft.com/en-gb/support/legal/>

Privacy Agreement with GoCardless as outlined: <https://gocardless.com/privacy/>

Truelayer terms of service: https://truelayer.com/legal/enduser_tos/

Bank Account Checker Privacy Notice:
<https://www.bankaccountchecker.com/privacy>

Schedule Three

Support Services

The Supplier will be responsible for providing the Customer with First-Line Support and Second-Line Support as part of the Supplier Services from the date that the Agreement commences until the Agreement is terminated as provided for elsewhere in this Agreement. This is provided that the Customer has an active arrangement in place for AMS support with the Supplier and has a valid subscription in place with the Software Provider.

For calls that are designated as Third-Line Support which includes, but is not limited to, issues with the underlying Software Suppliers core code or issues that need escalating to the cloud service provider(s), the Supplier will liaise with the Software Provider to resolve these issues and keep the Customer informed as to their progress. Please note that Third-Line Support issues are not subject to the Suppliers response or resolution SLAs as the control of these calls lie outside of the Suppliers ability to control or influence. For the avoidance of doubt and in essence the SLA clock “stops” while this level of call is passed to, and handled by, the Software Provider.

Support Services apply to the functionality of the Software itself. Where a support issue is shown to relate to the underlying data processed by the Software, or issues with third-party software itself then the Customer is responsible for resolving these issues with the data or contacting the third-party software author to do so. The only exception to this is where the third party is Unit4.

Existing Supplier AMS Customers

For existing Supplier Customers, who have a standard active AMS contract in place, any calls regarding ERP-Apps placed with the Supplier or any calls the Supplier places with the Software Provider, will be logged against the Customers contracted monthly hours in the same way as would be for an existing support call. Going forward, the addition of ERP-Apps support may indicate that the monthly contracted hours should be increased but this will be monitored and discussed, if necessary, between the Supplier and Customer outside of this Agreement.

New Supplier Customers or Existing Supplier Customers with no AMS agreement

- By signing this Agreement, the Customer also agrees to purchase 10 hours AMS support on an annual basis commencing from, and renewing on the anniversary of, the effective date (Signing Date) of this Agreement, and at the prevailing rate of the G7 rate card in effect at this date. This will be on a “use it or lose it basis” and can only be used for support of the ERP-Apps application. It will be billed for in advance at the start of this Agreement. This sum will not be refundable in any

Commented [MT1]: NOTE – The AMS contract will need an addendum to add ERP-Apps to Schedule B, Part 1 – Supported Software. Green is AMS customer. Blue is non AMS



circumstances including termination of the Agreement. However, if the Customer chooses to move to a rolling agreement for AMS, which could then also include support of the Unit4 system, any unused hours here would be rolled into this agreement

- Should the Customer exceed the annual support hours during any annual support period, then
 - (a) the Supplier reserves the right to ask that the Customer enters into a regular monthly AMS agreement for a contracted number of hours per month to be discussed; or
 - (b) the Customer agrees to purchase the necessary Supplier Consultancy Services to resolve the issue(s); or
 - (c) in exceptional circumstances, and at the discretion of the Supplier the Customer may be allowed to purchase one (1) additional renewal of the hours within the first year of the Agreement on the same terms as the initial ad-hoc AMS agreement here within.

Terms and Conditions for Ad-Hoc AMS Agreement

1. SERVICES TO BE PROVIDED

- 1.1 The Supplier will provide support and receive and monitor all calls from the Customer during Normal Working Hours and will be responsible for progressing calls relating to the operation of the Software Providers Software.
- 1.2 Support services shall/ may include (without limitation) the following:
 - provision of a central point of contact for Software queries and faults for the Customer,
 - telephone support,
 - support call logging and statistics monitoring,
 - user advice desk to resolve the 'How do I do' type queries,
 - analysis of Software issues and courses of action for resolution,
 - liaison with the Software Provider on behalf of the Customer during the resolution of Software issues,

As above, any Software queries will be handled via the AMS where they relate to the Software Providers Software.

- 1.3 The Supplier shall promptly answer all communications, whether by e-mail, telephone, or via the Suppliers AMS portal, placed by the Customer and endeavour in all instances to provide an initial response during Normal Working Hours within 45 minutes and shall in doing so endeavour to identify the resolution of the reported fault, but where such initial response would, under

this Clause, fall outside Normal Working Hours then the Supplier shall not be obliged to provide said response until the start of the next applicable working day.

- 1.4 If the Supplier is unable to resolve a fault which is attributable to a Software error or a lack of functionality which ought to have been provided by the Software Provider in the Software then the Supplier's obligations hereunder shall be limited to reporting the nature and content of such a fault to the Software Provider, provided that the Customer has a valid subscription in place with the Software Provider. At the Customer's request the Supplier will use reasonable endeavors to provide a work around although that may not be possible.
- 1.5 If the Supplier is unable to resolve a fault which is attributable to a failure in any hardware or which is capable of remedy only through the acquisition of additional hardware or software, then the Supplier shall not be liable to provide Support Services in relation thereto until such time as the Customer has resolved this issue.
- 1.6 The Supplier shall, for the avoidance of doubt, not be responsible for providing any Support Services relating to third party software.
- 1.7 The Supplier shall not begin work on any fault or request outside the Normal Working Hours.
- 1.8 The Supplier will provide the Customer with details of the time spent on all calls on a weekly and monthly basis.



2. SERVICE LEVELS

Call Resolution

The Supplier shall endeavour to provide the following resolution of reported Software support calls.

URGENT	HIGH	MEDIUM	LOW
Application System Down/Agreed Business Critical Process not working	Important Business Process not working	Operational Process Not working	Minor bugs, faults or loss of some functionality
ERP-Apps software is inaccessible or a mutually agreed business critical feature is not working, and no work around is available resulting in the customer not being able to continue their normal course of business	An important business process is not working causing major inconvenience, but the customer is not prevented from carrying out their normal course of business	A feature of the system is not working causing the customer some, but not major inconvenience	Minor issue
Response – 1 hour Resolution – 4 hours	Response – 1 hour Resolution – 1 day	Response – 1 hours Resolution – 3 days	Response – 4 hours Resolution – Within such a period as is reasonable in the circumstances or as agreed with the customer

In certain circumstances the identified resolution may require the call to be routed to a more suitable third party, for example, the Software Providers Support Centre.

2.1 Call Tracking

All calls will be logged in the Suppliers AMS Helpdesk system, and a call reference will be issued to Customer for call resolution tracking.

2.2 Call Acceptance

Calls will only be accepted by the Supplier from Customer nominated contacts, a list of which is to be provided by the Customer prior to the start of this

Agreement.

2.3 Call Prioritisation

Calls will be prioritised by date within severity level.

2.4 Call Escalation

The call escalation process is as follows:

2.6.1.1. For urgent faults. If the call is not resolved within the service level the call will be escalated to a Supplier manager. The Supplier manager will inform the Customer of the progress of the resolution and estimate the time that the call will be resolved. The Supplier manager or his appointed deputy will update the Customer every hour until resolution.

2.6.1.2. For high faults. If the call is not resolved within the service level the call will be escalated to a Supplier manager or his appointed deputy. The Supplier manager will inform the Customer of the progress of the resolution and estimate the time that the call will be resolved. The Supplier manager or his appointed deputy will update the Customer twice daily until resolution.

2.6.1.3. For medium faults. If the call is not resolved within the service level the call will be escalated to a Supplier manager or his appointed deputy. The Supplier manager will inform the Customer of the progress of the resolution and estimate the time that the call will be resolved. The Supplier manager or his appointed deputy will update the Customer daily until resolution.

2.6.1.4. For low faults. If the call is not resolved within the service level the call will be escalated to a Supplier manager or his appointed deputy. The Supplier manager will inform the Customer of the progress of the resolution and estimate the time that the call will be resolved. The Supplier manager or his appointed deputy will update the Customer weekly until resolution.

Target Response and Resolution times

Where the request requires a system patch by the Software Provider the deployment timeframe and service level target will be adjusted to account for the additional time required as outlined in the Software Providers Patching Policy which can be supplied upon request.

The times set out above are based on Normal Working Hours.

In the event that a release, or update is provided by the Software Provider which contains corrections to errors which cannot otherwise be rectified in the Customer's current release, or update, the Supplier would recommend that the Customer takes the new release, or update, but, in the meantime, would investigate workarounds if still required.

Where a support request is in relation to Third Party Software, the Supplier would pass this back to the Customer to resolve / liaise with the third party. The only exception to this would be the Unit4 software for Customers with AMS Support Services in place.

Schedule Four

Policies available on request:

ERP-Apps Portal Terms and Conditions

ERP-Apps Portal Acceptable Use Policy

ERP-Apps Cybersecurity and Resilience Policy