Embridge CONSULTING

G-Cloud 15

Terms & Conditions

Lot 2b – Software as a Service (SaaS)

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embridgeconsulting.com

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Introduction

This document contains the Terms & Conditions for provision of software as a service (SaaS), along with the Embridge Consulting Terms & Conditions of service for the resell / implementation / delivery of the software.

Both Terms & Conditions will be applicable with the relevant clauses and sections relating directly to the particular product / service being supplied.

In relation to Professional Services for the implementation of the software, we refer you to our Lot 3 Cloud Support listings and documentation.

Software Term & Conditions

The following pages detail the Terms & Conditions for the provision of specific software.

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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UNIT4 GENERAL TERMS OF BUSINESS

1. FORMATION AND APPLICABLE TERMS

1.1. Applicable Terms

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

1.1.1. the Sales Order;

1.1.2. the Unit4 General Terms of Business (this document);

1.1.3. the relevant Service Terms and Product Specifications;

1.1.4. the Delivery Scope Document (if applicable); and

1.1.5. the Policies.

1.2. Definitions

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

2. EFFECTIVE DATE AND TERM

2.1. Effective Date and Duration

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

2.2. Renewal and expiry

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

3. GENERAL OBLIGATIONS

3.1. Provision of Services

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

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

3.2. Co-operation

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

3.2.1. ensuring that all (if any) relevant Customer Material is accurate in all material respects and (i) is delivered to Unit4 promptly upon Unit4's reasonable request, within sufficient time to enable Unit4 to provide the relevant Service and (ii) is provided in a format approved by Unit4 and compatible for use with the applicable Service;

3.2.2. providing Unit4 and its Personnel with all access (including to systems, data, databases, and passwords) as is necessary to enable Unit4 to provide the relevant Service; and

3.2.3. obtaining and maintaining all necessary licences and consents and compliance with Law in connection with the Agreement.

3.3. Use of Services

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

4. CHARGES AND PAYMENT

4.1. Charges

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

4.2. Timing for Payment of Charges

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

4.3. Indexation Based Increases

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

4.4. Invoice Procedures

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

4.5. Standard Payment Terms

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

4.6. Late Payment

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

4.6.1. withhold any sum owed by Unit4 or any of its Affiliates to Customer or its Affiliates under any agreement;

4.6.2. invoice Customer for any discount that has been applied by Unit4 under the Agreement; and

4.6.3. charge interest on the unpaid sum from the Due Date at an annual rate of 12% per annum unless a lower rate is required by Law, accruing on a daily basis and being compounded quarterly until payment is made.

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

4.7. Taxes

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

4.8. FX Based Increases

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

5. INTELLECTUAL PROPERTY

5.1. Existing IPRs

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

5.2. New IPRs

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

5.3. Safeguarding of IPRs

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

5.3.1. notify Unit4 immediately if it becomes aware of any unauthorised use of any Unit4 Material by any third party, and give Unit4 (at Unit4's reasonable expense) any assistance in connection with that use as Unit4 may reasonably request; and

5.3.2. not by any act or omission jeopardise the validity or enforceability of any of Unit4 IPRs.

5.4. Licence to use Customer Material

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

5.5. Indemnification by Unit4

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

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

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

5.6. **Exclusive Remedy**

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

6. THIRD PARTY ARRANGEMENTS

6.1. **Third Party Services**

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

6.2. **Use of Third Parties by Customer**

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

6.3 **Authorised Resellers**

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

7. DATA, PRIVACY AND DATA PROTECTION

7.1. **Analytics**

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

7.2. **Privacy and Data Protection**

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

8. CONFIDENTIALITY

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

9. LIMITATION OF LIABILITY

9.1. **Applicability**

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

9.2. **Non-excluded Liability**

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

9.2.1. either Party's liability for fraud or fraudulent misrepresentation;

9.2.2. either Party's liability for death or personal injury attributable to negligence;

9.2.3. either Party's liability to the extent that such limitation or exclusion is not permitted by Law;

9.2.4. Customer's liability for payment of undisputed and properly due Charges;

9.2.5. either Party's liability under clause 8 unless such liability arises from the Processing of any Personal Data under this Agreement; and

9.2.6. Unit4's liabilities under clause 5.5.

9.3. **Exclusion of Indirect, consequential and other Damages**

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

9.4. **Limitation of Liability**

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

9.5. **Related Exclusions**

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

9.5.1. the use of any Unit4 Material for a purpose not specified in or otherwise contemplated by the Agreement;

9.5.2. the use of any Unit4 Material with any hardware, software, application or other service not approved by Unit4;

9.5.3. any modification to any Unit4 Material that is not made by Unit4 or a person acting on the express instructions of Unit4;

9.5.4. any unapproved, negligent or reckless acts or omissions of Customer, its Affiliates or its employees or agents in connection with the Agreement; or

9.5.5. any act or omission by any third party engaged by Customer.

9.6. **Claims**

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

9.7. **Exclusion of Implied Terms**

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

9.8. **Cumulative Defaults**

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

9.9. **Separate Limitations**

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

10. TERMINATION AND SUSPENSION

10.1. **Termination for breach**

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

10.1.1. is in material breach of its obligations under the Agreement, and the breach is not capable of remedy; or

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

10.2. **Breaches that are capable of remedy**

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

10.3. **Termination for an Insolvency Event**

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

10.4. **Termination on Notice at a renewal date**

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

10.5. **Suspension**

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

10.6. **Effect of Termination**

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

10.7. **Surviving Provisions**

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

10.8. **No Partial Terminations**

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

retaining others).

10.9. **Payment of outstanding Charges within Minimum Term**

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

11. AUDIT

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

12. PUBLICITY AND AGREED DISCLOSURE

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

13. TRANSFER, ASSIGNMENT AND SUBCONTRACTING

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

14. NOTICES

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

15. GENERAL PROVISIONS

15.1. **Service Changes and Substitutions**

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

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

15.2. **Indemnity Process**

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

15.3. **Export Compliance**

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

15.4. **Relationship of the Parties**

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

15.5. **Renewal Pricing**

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

15.6. **No Third-Party Beneficiaries**

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

15.7. **Waiver**

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

15.8. **Severability**

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

15.9. **Force Majeure**

Neither Party will be liable for any delay or failure in performing its obligations if the delay is caused by Force Majeure. The Parties are not under an obligation to fulfil any obligation if fulfilment is impossible because of Force Majeure. The term Force Majeure includes force majeure of Unit4's suppliers, the failure to properly fulfil obligations by suppliers which Customer has instructed Unit4 to use, as well as any defect in any third party services which Customer has instructed Unit4 to use. If a situation of Force Majeure lasts longer than 90 (ninety) calendar days, either Party will have the right to terminate a Sales Order by giving Notice to the other in accordance with clause 14 (Notices). Any Services which have been delivered or performed by Unit4 before the force majeure event may be invoiced by Unit4 and will be payable by Customer.

15.10. **Non-Solicitation**

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

15.11. **Governing Law**

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

15.12. **Entire Agreement**

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

15.13. **Interpretation**

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

15.14. **Variation**

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

15.15. **Counterparts**

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

15.16. **Electronic Signature**

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

16. DEFINITIONS

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

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

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

	nature including, but not limited to, multiplexing, pooling or through any API connection access.
User	all users (of whatever nature) permitted access to or Use of the Services.
Volume Metric	a specific volume metric or unit of measure (e.g. FTE employee or type of user) used by Unit4 in connection with the Service.

SERVICE TERMS – SAAS

1. GENERAL DESCRIPTION

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

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

2. SERVICE

The Service will comprise:

2.1 a non-exclusive, non-transferable right and licence to permit the agreed number of Authorised Users to Use the Service;

2.2 automatic updates;

2.3 the provision of Support Services;

2.4 availability and disaster recovery services in accordance with the service levels set out in clause 3; and

2.5 provision of one Production Environment and the applicable Test Environments specified in the relevant Product Specification.

3. SERVICE LEVELS

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

Service Availability

3.2 Service Availability measured over a calendar month will be 99.8% or greater.

3.3 Service Availability is calculated as follows:

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

3.4 The measurement point for Service Availability is at the internet connection points of Unit4's cloud infrastructure provider's data centre.

3.5 Unit4 shall make a Service Availability report available monthly upon Customer's request.

Disaster Recovery

3.6 Except as set out in the relevant Product Specification, Unit4's target for recovery in the event of a Disaster is an RTO of 12 hours or less and an RPO of one hour or less.

3.7 Unit4 shall make a RTO and RPO report available to Customer after any Disaster via Community 4U.

4. SERVICE CREDITS

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

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

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

5. RESTRICTIONS ON USE

Customer shall:

5.1 only use the Service for its internal business operations;

5.2 not use the Service to provide services to third parties nor attempt to obtain, or assist any third party in obtaining access to the Service or Unit4 Material;

5.3 not introduce or permit the introduction of any Virus into Unit4's network and information systems; and

5.4 Not:

5.4.1 attempt to copy, build or attempt to build or develop an alternative or competing service that is in any way based or derived from, in whole or in part the Service or Unit4 Material;

5.4.2 merge or combine (together) the Service with any other software or service; or

5.4.3 use robots or robotic process automation without Unit4's prior consent.

6. SERVICE DISCLAIMERS

6.1 Unit4 will not be responsible for delays, delivery failures or other Loss resulting from the transfer of Customer Data over communications networks or facilities, including the internet.

6.2 Unit4 is unable to exercise control over the content of any information passing through the Service. Unit4 disclaims and excludes all liability in respect of any transmission or reception of information by Customer or a User, of whatever kind, or the accuracy of the contents such information, or the scrambling of any information or data.

7. CUSTOMER OBLIGATIONS

Users

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

Access

7.2 The Service shall only be accessed by using a User's unique account and Users shall not use the account of another User or impersonate another person or entity.

7.3 No access controls or other security measures for the Service shall be deactivated, bypassed or otherwise circumvented by Customer.

7.4 The Service can only be accessed through interfaces or other automated means (such as test tools, screen capture technology, scripted browsers, or other programmatic methods) expressly approved by Unit4.

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

Use

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

General

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

7.8 Customer is responsible for:

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

7.8.2 the functional operation and administration of the Service; and

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

8. ADDITIONAL TERMS

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

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

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

9. FAIR USAGE

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

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

9.2 suspend the Service; and/or

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

10. DEFINITIONS

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

Word / Phrase	Meaning
Authorised Users	the number of Users or units of the relevant Volume Metric permitted to access the Service as set out in the Sales Order.
Customer Data	any data inputted by Customer or its Personnel for the purpose of using the Service or facilitating Customer's use of the Service.
Disaster	an unplanned event or circumstance of a significant scale or impact that results in unavailability of the Production Environment and which does not occur as a result of a Service Outage Exclusion e.g. to include but not limited to, natural disasters and weather events, failure of infrastructure (external to the data centre).
Non-Production Environment	an environment, such as preview, testing, quality, development and acceptance that holds non-production data loads.
Planned Maintenance Window	the period of time in which planned maintenance for the Production Environment is scheduled to occur.
Production Environment	the production environment of the Service also called "live" environment, being the environment that Customer uses to run its day to day (live) operations, excluding Non-Production Environments.
Recovery Point Objective (or "RPO")	the maximum targeted time period in which data may be lost, measured backwards from the point in time when Production Environment became unavailable as a result of the Disaster.
Recovery Time Objective (or "RTO")	the amount of time that it takes Unit4 to perform the restoration of the Production Environment to the state before it became unavailable as a result of a Disaster.
Service Availability	the amount of time (given as a percentage) that the Production Environment is available for use (uptime) measured in accordance with clause 3.
Service Credit	a service credit payable in accordance with clause 4 of these Service Terms.
Service Outage	the amount of time (expressed in minutes) in any given month that the Unit4 Production Environment is not available for use (downtime) by Customer and excludes Service Outage Exclusions.
Service Outage Exclusions	- Planned Maintenance Windows; - failure of any circuits or connections provided by third party telecommunication providers or common carriers; - failure of any external internet service provider or an internet exchange point; - acts or omissions of Customer or any Users permitted to access the Production Environment; - behaviour of Customer applications, equipment or managed operating systems; - Force Majeure.
Support Services	the support services to be provided by Unit4 in connection with the Service in accordance with the Support Terms.
Support Terms	the document entitled Service Terms – Support 4U & Success 4U (SaaS) found at www.unit4.com/terms.
Total Time	the total time (expressed in minutes) in any given month (where Service Availability is being calculated).
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

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,

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

5. DEFINITIONS

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

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

SERVICE TERMS – SUCCESS POINTS

1. APPLICABLE TERMS

1.1 Access to Success Catalog and Success Points

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

1.2 Availability of Success Points

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

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

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

1.2.4 During the Minimum Term of a Success Points Package subscription, Customer may bring forward up to 30% (thirty percent) of Success Points which relate to a future subscription year[1]. To bring forward Success Points Customer must raise a request with its Customer Success Manager. Any Success Points brought forward by Customer in accordance with this clause 0 and not redeemed by Customer on the next annual anniversary of the Customer's existing Success4U Professional Subscription Start Date will expire and can no longer be redeemed.

1.3 Success Points Owner

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

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

1.4 Redemption of Success Points

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

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.

Unit4 Service Terms – Support 4U (Unit4 SaaS)

1. General Description and Coverage

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

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

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

2. Named Support Contacts and Customer Service Owner

Required Named Support Contacts

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

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

Additional Technical Contacts

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

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

Training Requirements for Named Support Contacts

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

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

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

4. Case Classification, Qualification, Response and Escalation

Logging Cases

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

Cases will be classified and handled as follows:

4.1 Incidents

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

Fig. 1 (Priority Level Designation Table)

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

Unit4 Initial Response Time Objective

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

24/7 Incident support

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

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

Diagnosis of Incidents

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

Diagnosis and Resolution (Process and Responsibilities)

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

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

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

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

Application Error Correction Obligations

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

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

General Disclaimer

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

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

4.2 Service Requests

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

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

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

4.3 Cases Requiring Database Changes

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

5. Escalation and Complaint Management

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

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

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

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

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

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

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

6. Availability of Improvements and Old Technology

Availability and Responsibility for Applying Improvements and Corrections

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

7. Versions

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

8. Customisations

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

9. Enhanced Support Services & Other Services

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

10. Definitions

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

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

SERVICE TERMS – AI FEATURES

1. Service

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

2. Definitions and Interpretation

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

2.2 The following additional definitions apply:

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

3. Use of AI Features

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

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

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

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

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

4. Unit4 Obligations

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

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

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

5. General

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

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

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

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

7. Co-operating with requests of Customer

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

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

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

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

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

Details of Processing

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 not required to be stored or processed to achieve the objectives of the Service (as set out below), but other Personal Data may be stored or processed by the Service if it is configured in such a way to do so or is inputted into the Service by the Customer.	Current or former employees; contractors or sub-contractors (of any variety), agents or directors; and applicants or prospective employees.
Unit4 Platform Services ("**U4PF**"), Localisation Services and Unit4 Apps	In addition to the above (for "All Services"), Wanda may process: Unit4Id (which identifies the user of IDS); any Personal Data or information submitted by the user into an application to which Wanda may be connected (such information being processed or stored unless User elects to have it deleted); any other conversation and dialog data; metadata where assignable to an individual; and Application Insights Logs (a Microsoft service utilised for performing diagnostics).	In addition to "All Services", depending on the application or service to which Wanda is connected, the U4PF could potentially process Personal Data relating to any living individual that the user chooses to submit.
Unit4 PSA Suite	As with "All Services" (above).	In addition to "All Services", anyone else who is a member of a project team (including non-employees).
Unit4 Talent Management	In addition to the above (for "All Services"), job title; department. By using the Learn module: course enrolments; session enrolments; quiz results and reviews; video engagement data; slide engagement data; text engagement data; badges; certifications. By using the perform module: check-in data; OKR data; performance ratings; feedback and praise. By using the Engage module: answers and feedback on engagement questions.	In addition to "All Services": Current or former job candidates.
Unit4 Property Management	In addition to the above (for "All Services"), customer identity; marking for protected identity; marking for estate; membership (including: member number, status, membership start/end date, reason for entry/resignation, first entry date, main membership, related membership, tenancy points, home savings points); roles/categories of persons; Users (user id, type of user, signature); lease agreement and tenant ownership details (including: identity of the invoice recipient for e-invoice, mandate information deposit, guarantee, warranty); case management information; contractor (assignments for mailing); notes (registered by the Controller); documents (written or electronic) containing any of the above.	In addition to "All Services": agents or directors; Applicants or prospective employees; and consumers (e.g. property applicants and tenants) of management services.
Unit4 Scanmarket	As with "All Services", but other Personal Data may be stored or processed by the Service if it is configured in such a way to do so (e.g. contact information or free-text completed in supplier questionnaires) or is inputted into the Service by the Customer.	In addition to "All Services": employees or other contacts of "Contact" companies.

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

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 3rd 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 Group (operating) companies	Australia, Austria, Belgium, Canada, Denmark, Estonia, Finland, France, Germany, India, Indonesia, Ireland, Malaysia, the Netherlands, Norway, Poland, Portugal, Singapore, Spain, Sweden, Switzerland, the United Kingdom, the United States of America.	Providing solution and associated services (including support, success, professional services (consultancy), operations).
Community4U	Okta	EU	Facilitating login to Community4U
	Gainsight	Specified in Sub-processors (Sub-Processors) in accordance with the Data Processing Addendum (DPP), storage of data in EU.	Providing platform for Community4U
Unit4 Professional Services (if sub-contracted to a delivery partner)	As specified in the Agreement.	As specified in the Agreement / Details of Processing.	As specified in Order Form or agreed in writing with Customer.
Third Party Products and Services only applicable when purchased by customer	As specified in the Agreement.	As provided in the Agreement or in any further schedules or appendices to the Agreement relating to the Third Party Provider processing.	Software and//or Support Services and/or Cloud Services.
SaaS – All Services	Microsoft Azure	As specified in the Details of Processing and Subprocessors.	Providing solution (cloud infrastructure and services)
	Microsoft Dynamics	As specified in the Details of Processing and Subprocessors.	Providing solution (software services including some cloud infrastructure).
	Microsoft	As specified in the Details of Processing and Subprocessors.	Providing solution (software tooling and MS Office elements)
	Twilio – Sendgrid	United States of America (Privacy Policy)	Sending mail (usage optional – customer may substitute with own solution at own cost)
	Service Now	Specified in Sub-processors (Subprocessors) in accordance with the Data Processing Addendum (DPA), storage of data in EU.	Providing support ticketing system
SaaS – Nordic Cloud	Xpeedio Support Solutions	Sweden	First line of support
	Caddis	Sweden	Support personnel
Account Prediction Service - Optional add on to ERP CR	Kaunt	Denmark	Invoice matching to assist with assignment of invoices
SaaS – Talent Management	Microsoft Azure	Dublin, Ireland	Providing solution - Suite
	Grafana	United States of America	Providing solution – Suite
	Twilio – Sendgrid	United States of America (Privacy Policy)	Sending mail (usage optional – customer may substitute with own solution at own cost)
	Service Now	Specified in Sub-processors (Subprocessors) in accordance with the Data Processing Addendum (DPA), storage of data in EU.	Providing support ticketing system
	Rustici Software	AWS US-East-1	Providing solution - Learn (SCORM only)
	Slack	United States of America	Providing solution – Perform
	Wistia	United States of America	Providing solution – Learn
SaaS – Source-to-Contract by Scanmarket	Amazon Web Services	Ireland, Singapore, Australia (Privacy information) and Subprocessors.	Providing solution (cloud infrastructure and services)
	Microsoft Azure	As specified in the Details of Processing and Subprocessors.	Providing solution (cloud infrastructure and services)
	WalkMe	EU with Subprocessors.	Providing solution (software tooling / adoption)

FTE Employee Calculation

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

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

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

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

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

INTRODUCTION

Solution and Description

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

Web link

Avalara VAT Reporting Software Solution

Additions to Standard Terms (Unit4 General Terms of Business)

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

Indemnification by Customer

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

Privacy and Security.

a. **Use of Customer Data**. Avalara may retain, use, and disclose Customer Data solely (i) to provide the Services; (ii) to provide customer support; and (iii) to comply with Law. Customer Data and Customer's Confidential Information do not include Personal Data relating to an employee or other authorized Representative of Customer that is collected or received by Avalara in connection with the procurement or use of, or payment for, the Services (***for example, the names and email addresses of Customer's account representatives and accounting personnel***). Avalara's use of Personal Data of such an employee or other Representative is governed by the Avalara Privacy Policy available here, which describes how to manage individual communication preferences. Each Party shall be responsible for informing its own directors, officers, employees, consultants, advisors, representatives or agents ("***Representatives***") of the processing of their Personal Data as provided in the Agreement.

b. **Aggregate Data**. Avalara may create, generate, and use Aggregate Data for any lawful purpose. "***Aggregate Data***" means de-identified and anonymized sets of data derived from the data of multiple Avalara customers (including Customer Data) for the purpose of expressing that information in summary form (***for example, price index numbers are aggregated, in contrast to the price of a single commodity***). Aggregate Data does not include any Personal Data relating to Customer, Users, Customer's clients or customers, or other information that could reasonably identify a natural person or Customer. Avalara will not re-identify and de-anonymize any Aggregate Data.

c. **Protection of Customer Data, Personal Data, and Confidential Information**. Each Party is responsible for complying with Law, including applicable data protection legal requirements, for the purposes of the Agreement. Avalara shall implement and maintain commercially reasonable technical, administrative, and physical safeguards and security methods designed to prevent any unauthorized release, access, destruction, modification, or disclosure of Customer Data, Confidential Information, or Personal Data. Avalara may occasionally update, upgrade, change, or add safeguards and security methods as warranted in Avalara's sole discretion, and Avalara will provide notice if Customer needs to take action to facilitate continued interaction with the Services. Avalara shall implement processes and maintain procedures designed to comply with Law and shall facilitate Customer's compliance with its obligations for data security and response to individual data subject requests with respect to Personal Data in Avalara's possession or control, to the extent that Customer is required to comply with any existing or newly enacted Laws regarding privacy including, for example, the General Data Protection Regulation (GDPR) or the California Privacy Rights Act (CPRA); and any amendments and successors to the foregoing. The Agreement and the Documentation are Customer's instructions for processing Customer Data, and Avalara shall not process Customer Data for any other purpose. Avalara shall use commercially reasonable measures to ensure that any Avalara subcontractors implement and comply with reasonable security measures in handling any Customer Data, Personal Data, or Customer's Confidential Information.

d. **Data Processing Agreement.** The Parties agree to comply with the Avalara Services Data Processing Agreement, which is incorporated by this reference and is found here (the "**DPA**") along with all the relevant details of Avalara's processing (Details of Processing, Security Measures and Subprocessors).

e. **Notices**. Avalara shall notify Customer without undue delay in accordance with Laws of unauthorized access, use, or disclosure of any Customer Data or Customer's Confidential Information under Avalara's control. Avalara shall provide Customer with information regarding such incident as required by Law or as reasonably requested by Customer to enable Customer to comply with its obligations under Law. Avalara shall use commercially reasonable efforts to: (i) identify the cause of the incident and (ii) remediate the cause of the incident within Avalara's systems, to the extent such remediation is within Avalara's reasonable control.

Customer Liability

Customer's liability to Avalara for:

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

will be unlimited.

Supplemental Terms for VAT Reporting

The following supplemental terms, found here, apply.

Right to Enforce Terms

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

Embridge Consulting Terms & Conditions

The following pages detail the Terms & Conditions for the provision of Embridge Consulting services for the resell / implementation / delivery of the software. These are provided by Embridge Consulting.

In relation to Professional Services for the implementation of the software, we refer you to our Lot 3 Cloud Support listings and documentation.

1. INTRODUCTION

1.1. Agreement

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

1.1.1. Third Party Terms;

1.1.2. Embridge General Terms of Business (this document);

1.1.3. any appendices, schedules or other documents referred to in the Embridge General Terms of Business;

1.1.4. the Order Form; and

1.1.5. any appendices, schedules or other documents referred to the Order Form that are not included in 1.1.3 above.

The Agreement governs the purchase by the Customer of any Products and/or Services and it becomes effective and binding on the Parties on the Effective Date and continues until it is terminated in accordance with provisions in this Agreement.

The Agreement is the sole agreement between the Parties and is to the exclusion of any other terms and conditions. The Customer hereby represents and warrants that it has read all the terms of the Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1.2. Updating Third Party Terms

Insofar as it is not incompatible with Applicable Law, Embridge or a Third Party Provider may update the Third Party Terms at their sole discretion from time to time. The Customer confirms and agrees that the latest version of the Third Party Terms as updated from time to time will always apply in relation to the Agreement between the Parties. If Embridge receives a written notification from a Third Party Provider of any updates to the Third Party Terms it will promptly notify the Customer.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In the Agreement, capitalised words and phrases have the meanings given to them in the definitions sections included in each document mentioned in clause 1.1.

2.2. Interpretation

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

3. FEES AND PAYMENT

3.1. Fees

The Customer shall pay all fees specified in the Order Form. Unless otherwise agreed: (i) fees are calculated in relation to the Products and/or Services purchased for Use in relation to a quantity of a Volume Metric; and (ii) payment obligations are non-cancellable and fees paid are non-refundable.

Additional fees are payable where the Customer exceeds the quantity of the Volume Metric purchased in an Order Form or agrees to purchase additional Products (or modules thereof) or Services.

Reductions in fees (or annual charges) and partial cancellations are not permitted.

3.2. Annual Renewals and Minimum Terms

3.2.1 Where any Products or Services are payable as an annual subscription, these Products or Services are chargeable annually in advance starting on the Billing Start Date stated in an Order Form and, thereafter, are chargeable annually in advance on the relevant Renewal Date.

3.2.2 Annual subscriptions renew automatically each year on the Renewal Date for a 1 (one) year term unless either Party has given at least sixty (60) calendar days' notice in writing (in advance of the relevant Renewal Date) of its intention to terminate.

3.2.3 Annually billed Products or Services subject to a Minimum Term will renew automatically after the Minimum Term for successive recurring terms equivalent to the Minimum Term unless agreed otherwise in an Order Form or either Party has given at least sixty (60) calendar days' notice in writing (in advance of the next relevant Renewal Date) of any intention to terminate.

3.2.4 Neither Party is entitled to serve any notice of its intention to terminate pursuant to clause 3.2 that is purported to take effect prior to the expiry of the relevant term.

3.2.5 Customer shall provide any written notice to terminate under clause 3.2.2 or 3.2.3 to finance@embridgeconsulting.com. Embridge will acknowledge the notice and confirm cancellation or termination where this complies with the terms of the Agreement.

3.3. Invoicing and Payment

Unless otherwise agreed and where applicable, Embridge has the right to raise an invoice:

3.3.1. for any one-off payments for Products, on the Effective Date; and/or

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

3.3.3. for any Products or Services payable for periods longer or shorter than one year as set out in an Order Form (which may not coincide with the Billing Start Date or Renewal Date), in advance on the Billing Start Date and each Renewal Date with such charges pro-rated to be billed within the applicable annual billing period; and/or

3.3.4. unless stated otherwise in an Order Form or Statement of Work, for Professional Services and associated Expenses monthly in arrears (on a time and materials basis) as consumed; and/or

3.3.5. for any other applicable fees as specified in the relevant Order Form, and

all invoices submitted to the Customer by Embridge are due and payable within 30 calendar days of the invoice date.

3.4. Indexation Based Increases

3.4.1 In addition to increases in fees for the reasons set out in clause 3.1, any fees stated in an Order Form will increase by way of indexation on each Renewal Date. Also, any fees that are stated as due or payable in the future shall be increased by applying upward only indexation for each year which passes prior to those fees being invoiced.

3.4.2 The increase on each Renewal Date will be the annual increase in the Reference Index (a previous year or years being measured at the point the relevant invoice is raised) plus 2% or 4% (whichever is higher). For the avoidance of doubt, increases for indexation are permitted on each Renewal Date within the Minimum Term.

3.4.3 For annually billed Products or Services subject to a Minimum Term the increase in any one year following the Minimum Term:

3.4.3.1 in relation to Embridge Products and Services and Unit4 Products and Services will remain as per clause 3.4.2 above; and

3.4.3.2 in relation to Proactis Products and Services will be dependent on the term of the next fixed period (Proactis standard indexation is 5% per annum).

3.5. Invoice Procedure

Invoices are considered validly issued including where produced and sent electronically and regardless of whether any Customer purchase order has been issued. Further, the internal purchasing procedures of the Customer cannot be used to delay the issuing of invoices in accordance with the terms of this Agreement. Failure to issue a purchase order will not negate Embridge's legal rights to collect any sums due and owing under any undisputed invoice. Embridge shall use its reasonable endeavours to comply with any invoice

procedure provided by the Customer prior to the Effective Date.

3.6. Overdue Fees

If any amounts invoiced hereunder are not received by Embridge by the due date, then Embridge may charge interest at the then current statutory rate of interest in England and Wales. Further, in the case of overdue fees, Embridge may condition future renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above. If Embridge is required to take action to collect any amount due, then the Customer agrees that the Customer shall pay Embridge all costs Embridge incurs in collecting any amounts hereunder, including, but not limited to, reasonable attorneys' fees and costs.

3.7. Suspension of Services for Late Payment

If any amounts invoiced under the Agreement are not received by Embridge and are thirty (30) calendar days or more overdue (or in the case of Professional Services are sixty (60) calendar days or more overdue), Embridge may, without limiting its other rights and remedies, automatically and immediately suspend any Products and/or Services until such amounts are paid in full provided, in all cases, Embridge has given the Customer ten (10) or more calendar days' prior written notice that its account is overdue in accordance with the "Notices" section.

3.8. Payment Disputes

Save in relation to an audit carried out in accordance with clause 13.1 (Audit), Embridge shall not exercise its rights under clauses 3.6 or 3.7 (above) to the extent that the Customer is disputing the applicable charges or fees, within the payment period and is acting reasonably and in good-faith and is cooperating diligently to resolve the dispute.

3.9. Taxes

Unless otherwise stated, Embridge's fees do not include Taxes. The Customer is responsible for paying all Taxes associated with its purchases hereunder. If Embridge has the legal obligation to pay or collect Taxes for which the Customer is responsible under this clause, the appropriate amount will be invoiced to and paid by the Customer, unless the Customer provides Embridge with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Embridge is solely responsible for Taxes assessable against it based on its income, property and employees.

4. CONFIDENTIALITY

4.1. Protection of Confidential Information

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

4.2. Compelled Disclosure

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

5. PROPRIETARY AND USE RIGHTS

5.1. Reservation of Rights in the Products and Services

5.1.1. Embridge (and where applicable, its Third Party Provider(s)) own all rights, title and interest in and to the Products, Services, Documentation, Statistical Data, all related IPRs and any data or information provided and/or created by Embridge or its Third Party Provider(s) for the purpose of and/or in connection with performing the obligations under the Agreement ("**the Material**"). Subject to the limited rights expressly granted in this Agreement, Embridge and (where applicable, its Third Party Provider(s)) reserve all rights, title and interest in and to the Material together with all modifications, updates, enhancements and improvements thereto (even if requested and paid for by the Customer), all goodwill associated therewith and all related IPRs whether current or future. No rights are granted to the Customer other than as expressly set forth in the Agreement.

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

5.1.3. To safeguard the IPRs referred to in clause 5.1.1 and 5.1.2 above, The Customer must: (i) notify Embridge immediately if it becomes aware of any unauthorised use of any Material by any third party and give Embridge (at Embridge's reasonable expense) any assistance in connection with that use as Embridge reasonably requires and (ii) not through any act or omission jeopardise the validity or enforceability of any IPRs.

5.1.4. The Customer agrees that any purchases of Products, Services, Documentation and all related IPRs 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 Embridge or its Third Party Provider(s) regarding future functionality or features.

5.1.5. Notwithstanding any other clause of this Agreement, Embridge reserves the right at any time to discontinue the provision of any Embridge Apps at Embridge's sole discretion. In such circumstances the Customer will (or procure that any third party of a managed cloud environment will) promptly remove the relevant App and workflows from the Customer tenant.

5.2. Grant of Rights

[Where SaaS]

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

Embridge shall and shall procure that:

5.2.1. the Products and Services on a SaaS basis are made available to the Customer pursuant to the Agreement for the Term with first access (to an environment to allow any Project to commence) being provided to the Customer as soon as reasonably practicable after the Billing Start Date;

5.2.2. the Products and Services on a SaaS basis are made available in accordance with any applicable Embridge Service Terms or Third Party Terms and Applicable Law; and

5.2.3. Customer Support for the Products and Services on a SaaS basis is made available from the date of first access in accordance with clause

5.2.1.

Embridge and the relevant Third Party Provider(s) will retain sole control over the computing platform configuration, technical system requirements, Updates (as defined in the relevant Support Terms) and the timing thereof.

[OR Where On Premise or Third Party Hosting]

On the purchase of a Software Licence, the Customer is granted a non-exclusive, non-transferable licence to use the Products (including any relevant Documentation) solely for the internal business purposes of the Customer and its Affiliates for fifteen (15) years from the Effective Date. The grant of a Software Licence is subject always to the Customer's compliance with the terms of the Agreement.

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

Embridge shall and shall procure that the Products are made available to the Customer (for example by way of electronic download and release of appropriate licence keys) together with the applicable Customer Support as soon as reasonably possible following the Effective Date.

Subject to the following clause, the Customer is licensed to use the server elements of the applicable Products on a single installation at the Installation Address. The Customer may not split the usage of the Products across multiple server installations unless the Parties specifically agree otherwise.

Unless otherwise agreed or set out in the Order Form, the Customer is permitted to use the server elements of the applicable Embridge Products and the Third Party Products for one environment.

5.3. Use of Products and Services

Where there is no separate Third Party Product EULA or Third Party Services EULA provided, the Products and Services (including any Documentation) may only be used or accessed by:

5.3.1. the Customer and its Affiliates, their respective employees and any sub-contractors for data inputting and reporting for the internal business purposes of the Customer and/or its Affiliates (such sub-contractors being persons acting on behalf of the Customer either under (i) an outsourcing or facilities management arrangement on terms requiring the sub-contractor to comply with the Agreement and notified to Embridge in advance of any such arrangement; or (ii) a consultancy agreement on terms requiring the sub-contractor to comply with the Agreement); and

5.3.2. the Customer, its Affiliates and their respective employees for Configuration purposes in the normal course of the respective businesses of the Customer and/or its Affiliates or by the Customer's sub-contractors for Configuration purposes where such sub-contractors are either approved services partners of Embridge or its relevant Third Party Provider or approved by Embridge expressly in writing for such purpose; and

5.3.3. the Customer's ultimate parent organisation and its Affiliates for their own internal business purposes provided the parent organisation is an Affiliate of the Customer and that (i) each such organisation is not a competitor of Embridge or its relevant Third Party Provider and (ii) this right will automatically cease if any such organisation ceases to be an Affiliate; and/or

5.3.4. any other Users who would reasonably need access to the Products or Services (including any Documentation) in order for the stated business purpose or requirement of the Customer, in using the same, to be fulfilled.

Where a separate Third Party Product EULA or Third Party Services EULA is provided, then it will apply in relation to usage of such Third Party Product and/or Third Party Services by the Customer.

Save as set out in clauses 5.3.1 to 5.3.4 above, the Products and Services, (including any Documentation) may not be used to provide any business processing services to any third party or be used by any third party (whether a business or individual).

5.4. Responsibility for acts or omissions

The Customer is responsible for the acts or omissions of its employees and permitted sub-contractors and for its Affiliates, their respective employees and permitted sub-contractors.

5.5. Restrictions on use

The Customer and any party granted a right to use or access Products or Services shall:

5.5.1. secure and protect the proprietary rights in the Products and/or Services and any copies which are made of it;

5.5.2. ensure that no copies of the Products and/or Services in any form are given to any third party without the express permission of Embridge in writing;

5.5.3. reproduce any copyright notice on all material related to, or part of, the Products and/or Services or any Documentation on which any such copyright notice is displayed;

5.5.4. Not:

5.5.4.1. copy, decompile, disassemble, reverse engineer, frame, mirror or duplicate any part or content of the Products or Services;

5.5.4.2. attempt to derive the source code of the Products or Services;

5.5.4.3. access the Products and/or Services to (a) build a competing product or service; or (b) copy any features, functions or graphics;

5.5.4.4. unless specifically permitted to do so in the Agreement, reproduce, distribute, publicly display, sublicense, lease, rent, assign, loan, transfer or otherwise make available the Products and/or Services to a third party;

5.5.4.5. modify, adapt, alter, translate, or create derivative works of the Products or Services;

5.5.4.6. merge (together) the Products and/or Services with any other software or service;

5.5.4.7. develop an alternative to the Products and/or Services that is based on or derived from, in whole or in part, the Products and/or Services or any Documentation;

5.5.4.8. use the Products and/or Services in violation of any import, export, re-export or other applicable laws or regulations;

5.5.4.9. remove or obscure any copyright notices, proprietary rights notices, trade marks (or trademarks), trade mark credits, trade designation, confidentiality notice, mark, logo, legend or other information included in the Products and/or Services;

5.5.4.10. use robots or robotic process automation without Embridge's prior consent; and

5.5.4.11. purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under the licence to the Products and/or Services without the previous consent in writing of Embridge.

5.6. Escrow

Embridge shall ensure one copy of the source code that comprises or underpins the Embridge Product, is, where reasonably practicable, deposited with one (or more) escrow provider (further details are available in Embridge's escrow policy) and such source code will be updated from time to time with any new Release (as defined in the Embridge Support Terms). The Customer is able to enter into an escrow agreement with the escrow provider and release of the source code for the relevant Embridge Product will be available to the Customer in accordance with the applicable escrow agreement.

Embridge shall procure that one copy of the source code that comprises or underpins the Third Party Product, is, where reasonably practicable, deposited with one (or more) escrow provider (further details are available in the Third Party Provider's escrow policy) and such source code will be updated from time

to time with any new Release (as defined in the Third Party Terms). The Customer is able to enter into an escrow agreement with the escrow provider and release of the source code for the relevant Third Party Product will be available to the Customer in accordance with the applicable escrow agreement.

5.7. Additional and Supplemental Services

Where Embridge has agreed to provide additional or supplemental Services which are contracted and billed on an annual basis (whether or not subject to a Minimum Term), such as Managed Application Services or enhanced or improved support, these Services will be provided in accordance with the relevant Service Description.

[Where SaaS]

5.8. Notice and Takedown

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

In the event of the infringement or imminent infringement of this clause 5.8, Embridge is entitled to refuse Customer access to the Products and/or Services with immediate effect and without prior notice.

The foregoing does not affect any other measures or the exercising of other rights by Embridge in relation to the Customer. Embridge will (and will procure that the Third Party Providers will) act reasonably with regards to the exercise of the rights under this clause 5.8.

5.9. Integration with Non-Embridge Applications

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

5.10. Changes to the platform provider

Embridge reserves the right on behalf of itself and its Third Party Provider(s) to change the platform provider of the Products and Services, provided that: (i) Embridge or the relevant Third Party Provider(s) have given reasonable notice to the Customer of such change; (ii) the jurisdiction in which the Customer Data is stored shall not be changed (without having first obtained Customer consent, which shall not be unreasonably withheld, delayed or conditioned); and (iii) the service provided by the new platform provider shall be (in form and content) consistent in all material respects with the previous offering.

6. PROFESSIONAL SERVICES

6.1. Availability

Customer may request and Embridge may agree, subject to Embridge's reasonable scheduling and availability, to provide Embridge Professional Services. Any such Embridge Professional Services are provided remotely at Embridge's Prevailing Rates, unless an alternative arrangement is agreed to in writing by the Parties and included in the Order Form. Any estimates, timeframes or quotes provided by Embridge are subject to adjustment based on changes in scope or the required level of effort, delays in Customer making available personnel or performing its responsibilities, the testing and validation process, and other circumstances outside of Embridge's reasonable control. Change control notes will be issued to address any changes to scope requested by the Customer so that these are signed off and an estimate of costs provided before such work is carried out.

6.2. Working Time

Unless otherwise stated in an Order Form, all Embridge Professional Services are provided on a time and materials basis on Business Days. An Embridge Professional Services working day consists of a 7.5 hour day and in any case excludes travelling time and lunch. Embridge may charge the Customer for additional time worked in accordance with the then current Embridge policy (which will include an uplift for work carried outside the working hours set out above). The minimum chargeable time is one (1) 7.5 hour day. Weekend working is not included in the agreed day rates.

6.3. Location

The Customer shall permit Embridge's Personnel sufficient access to its premises to enable Embridge to provide the Embridge Professional Services. When working at the Customer's premises, the Customer shall allow Embridge's Personnel to have the use and benefit of a suitable working area and suitable technical equipment. If Embridge agrees to supply Embridge Professional Services on an hourly basis, during standard working hours, for example by telephone, the fee will be the daily rate applicable to the Customer calculated pro rata plus any associated costs.

6.4. Expenses

Unless otherwise agreed in the Order Form, the Customer agrees to pay all Expenses in accordance with Embridge's then current expenses policy. Where travel is required, Embridge expenses are currently fixed at £250 + VAT per day per Embridge resource but can be provided at actual cost at the Customer's election. The £250 + VAT rate excludes foreign travel and flights. No additional expenses will be incurred without the Customer's prior written approval.

6.5. Cancellation at short notice

If the Customer and Embridge have agreed to specific dates for delivery of Embridge Professional Services, and for any reason the Customer cancels or defers the arrangements or the Embridge Professional Services cannot be provided by Embridge due to the Customer's actions or failure to act (including but not limited to the Customer failing to meet the pre-requisites specified by Embridge), the Customer agrees to pay: (i) 50% of the relevant fee if the cancellation/deferment takes place between six (6) and ten (10) Business Days prior to the date of delivery of the Embridge Professional Services and 100% of the fee if the cancellation/deferment (including non-provision of the Embridge Professional Services) takes place five (5) Business Days or less prior to the date of delivery of the Embridge Professional Services; and (ii) any costs which Embridge incurs as a result of the cancellation (for example, travel or accommodation costs).

In the event of deferment/cancellation/non-provision of the Embridge Professional Services due to the acts or omissions of the Customer or its sub-contractors, Embridge shall use all reasonable endeavours to redeploy the affected staff and will only charge this fee where it is unable to redeploy staff on other chargeable work.

6.6. Standard Industry Implementation

Embridge and its Third Party Provider(s) are the owners of all IPRs in their industry standard processes and template documentation and the Customer is granted a royalty-free, non-exclusive, non-sublicensable (except to Customers' Affiliates) license for the duration of the Term to use and adapt such processes and template documentation free of charge in relation to Projects.

In consideration of the grant of such licence by Embridge and its Third Party Provider(s), the Customer hereby assigns by way of future assignment all IPRs in any adaptations of or modifications to the industry standard process and/or template documentation to Embridge and its Third Party Provider(s). Where any industry standard process or template documentation is provided to a Customer as part of the sales process, the Parties acknowledge that there is an assumption that these will be used as the basis for the provision of the Embridge Professional Services.

6.7. Project IPR

Embridge has the right to perform similar Embridge Professional Services for third parties, including any competitors of the Customer. Any IPRs which may be created by Embridge or its Third Party Providers during the provision of Embridge Professional Services or a Project, including, without limitation, ideas, know-how, techniques, enhancements or modifications to Products or Services, source code or Documentation and any software scripts, are the property of Embridge or its Third Party Providers. Embridge retains title and full ownership rights to all such IPRs under any Applicable Law of any jurisdiction; however, the Customer shall be granted a royalty-free, non-exclusive, non-sublicensable (except to Customers' Affiliates), license to use such IPRs for its internal business purposes for the same term as the Customer's license for the relevant Products and/or Services (as applicable).

6.8. User Acceptance Tests for Projects

The Customer is responsible for setting and carrying out User Acceptance Tests.

6.9. Change Control

Embridge shall provide such additional Embridge Professional Services and shall make such changes to the Embridge Professional Services (and consequential pricing or timing issues) as may be agreed between the Parties in accordance with the change control process (if any) agreed prior to the initiation of any Project.

6.10. Sub-contracting

Embridge will only sub-contract delivery of the Embridge Professional Services with the prior approval of the Customer.

6.11. Delivery estimates and Time of delivery

Unless otherwise agreed in an Order Form or a Statement of Work, dates or times for delivery of Projects provided by or agreed with Embridge are estimates and indicative only and time is never 'of the essence' in relation to the delivery of any Embridge Professional Services. Embridge is not liable for any failure to deliver a Project or any agreed deliverables by any specified dates whether agreed before or following any Project initiation.

6.12. Statements of Work

Professional Services may be ordered pursuant to an Order Form or a Statement of Work (or both). Where the Parties agree a Statement of Work (or SOW) it will set out: (i) the tasks and deliverables of both Embridge and the Customer in relation to a particular Project (ii) the charges payable by the Customer to Embridge for completion of the scope of work comprising the Embridge tasks and deliverables; and (iii) any assumptions and qualifications made by Embridge in reaching and agreeing those charges.

If changes to the scope of work are required, or changes to the assumptions occur, or any other variations to the SOW are required, the Parties shall agree (in good faith) the required amendments to the SOW. Where a change process is set out in the SOW to manage variations, the Parties will follow such process. However, if the Parties are unable to agree the necessary changes to the SOW directly or through change management, Embridge is entitled to cease work on the Project and to charge Customer for and recover any costs or expenses incurred up to that date, including those costs and expenses which are in excess of any charges set out in the SOW.

7. CUSTOMER RESPONSIBILITIES (GENERAL)

7.1. Customer Responsibilities

Unless otherwise stated:

7.1.1. the Customer shall promptly provide Embridge with all information and documentation which may reasonably be requested by Embridge in order to allow Embridge to fulfil its obligations;

7.1.2. the Customer shall ensure that to the extent reasonably necessary any Users of the Products and/or Services have received adequate training and that the Users involved in the implementation and operation of the same undertake sufficient training to carry out that role in line with Good Industry Practice and in accordance with any relevant Documentation and reasonable advice given by Embridge (or its partners, agents or sub-contractors as applicable);

7.1.3. the Customer agrees to use the Professional Services of Embridge and its approved services partners exclusively for (i) Professional Services to be provided as part of a Project by Embridge (as opposed to Professional Services to be provided as part of a Project by the Customer) during the implementation of the Embridge Product and (ii) Professional Services relating to implementation of any new Releases (as defined in the Embridge Support Terms or Third Party Support Terms as relevant);

7.1.4. any transfer of data by the Customer into the database used by the Products and/or Services must be carried out using the standard interfacing tools supplied with the relevant Products and Services. Without prejudice to Embridge's other rights and remedies under the Agreement, any work carried out by Embridge arising directly or indirectly from a breach of this clause 7.1.4 will be charged to the Customer at Embridge's Prevailing Rates;

7.1.5. the Customer is responsible for connectivity to its network and the Internet including the agreed mechanism for any remote support access;

7.1.6. the Customer is responsible for the accuracy of the inputs to and the outputs from the Products and/or Services used in conjunction therewith, as well as ensuring the parameters of the Products and/or Services are set correctly for the administration, processing of data and calculations in accordance with any legal, accounting or tax requirements;

7.1.7. the Customer must ensure that its operating systems and database software (as applicable) are at all times compatible with the Products and/or Services and are not malfunctioning in a way that adversely affects the operation of the relevant Products and Services.

7.1.8. comply with its responsibilities and obligations in any applicable Policy Documentation and under Applicable Law; and

7.1.9 the Customer is responsible for ensuring that the necessary equipment and software for the efficient operation of the Products and/or Services is procured and ready for the commencement of Professional Services on a date mutually agreed in advance between the Parties.

[Where SaaS]

7.1.10 the Customer is responsible for providing and installing the appropriate web browser to access the Products or Services, as advised from time to time by Embridge;

7.1.11 the Customer shall: (i) be responsible for procuring and maintaining client-side equipment, software and services required to remotely access and use the Products and/or Services including network connectivity; (ii) be responsible for the functional operation and administration of the application that is provided as part of the Products or Services; and (iii) use the Products and/or Services only in accordance with the Agreement, and relevant policy documentation (including the AUP and Fair Usage Policy) and Applicable Law; For the avoidance of doubt, any (i) unauthorised use of or (ii) Fair Usage thresholds that are exceeded for Embridge Apps (prior to or post termination) shall be invoiced to the Customer.

7.2. Embridge Relief from Performance

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

8. CUSTOMER DATA, PRIVACY AND DATA PROTECTION

8.1. Customer Data

The Customer retains at all times ownership of and all right, title and interest in and to the Customer Data including any IPRs therein. Subject to the limited rights granted by the Customer in this Agreement, Embridge acquires no right, title or interest from the Customer or its licensors in or to Customer Data, including any IPRs therein.

The Customer grants to Embridge throughout the Term a non-exclusive,

irrevocable, royalty-free licence to use the Customer Data (which includes, without limitation, reproduce, extract, transform, load, modify, copy, report on and otherwise exploit the Customer Data), for the purpose of providing the Products and/or Services to the Customer and exercising its rights and performing its obligations under the Agreement.

The Customer shall submit the Customer Data in a format approved by Embridge as compatible for use with the applicable Products and Services. The Customer is solely responsible for the quality, accuracy, reliability, consistency, suitability and legality of its Customer Data and the means by which it acquired the Customer Data and shall use all reasonable efforts to update its Customer Data (used in conjunction with the Products and Services) in a timely manner to correct typographical errors, truncation of data, out-of-date information and other inaccuracies.

8.2. Statistical Data Use

Embridge will own all Statistical Data and nothing in the Agreement will prevent or limit Embridge in using or commoditising the Statistical Data, provided that the use of Statistical Data will not: (i) reveal any Personal Data to third parties; (ii) breach confidentiality undertakings or Applicable Law.

8.3. Privacy and Data Protection

Each Party shall comply with their respective obligations set out in the Privacy Policies and the Embridge Data Processing Terms.

[Where SaaS]

8.4. Return of Customer Data on Termination

On termination of the Agreement and at the Customer's request, Embridge will make available (and will procure that any Third Party Provider makes available) to the Customer a file containing the last back-up of any Customer Data in the native database format along with attachments in their native format. The Customer may also request that such Customer Data is destroyed.

The Customer must provide Embridge with at least thirty (30) calendar days' notice in writing (which may be by any means set out in the relevant Support Terms) of a request for a return of Customer Data on termination of the Agreement. Otherwise, the Customer is deemed to have requested destruction of the Customer Data and Embridge will thereafter, unless legally prohibited, delete and/or destroy and procure the same of all Customer Data in its systems or those of a Third Party Provider otherwise in their possession or under their control.

The Customer may request a file containing the last back-up of Customer Data (taken by Embridge) in its native database format along with attachments in their native format at any time during the Term. The Customer must provide at least thirty (30) calendar days' notice in writing (which may be by email or submitted as a Service Request to Customer Support) of a request for such a copy of its Customer Data.

Embridge reserves the right to charge the Customer on a time and materials basis at Embridge's Prevailing Rates or the Third Party Provider's Prevailing Rates for any work required to destroy and/or deliver any copy of Customer Data under this clause 8.4.

[OR Where On Premise]

8.5. On Premise Data Provisions

The Customer is responsible for the safety, security and integrity of its data at all times. This includes, but is not limited to, ensuring that appropriate back-ups are made of all data on a daily basis in accordance with Good Industry Practice and ensuring that the system can be restored to its previous state in the event of problematic maintenance operations on a production environment. Embridge shall provide a restoration service at the Customer's cost provided up-to-date backups are available. Where Embridge requires assistance from any sub-contractor to the Customer (e.g., a third party licensor or an ISP) to carry out such restoration work, the Customer shall procure such assistance for Embridge at no additional charge to Embridge.

In the event that any data is at any time corrupted, lost or sufficiently degraded as to be unusable and the Customer has complied with its obligations in the previous clause, then Embridge shall assist the Customer to recover or restore such data either by using its own internal resource (to the extent of its ability to do so in this field of operation) or by co-operating with a specialist third party data recovery firm used by the Customer, at any additional charge agreed between the Parties in advance of any work being carried out.

On any termination of the Agreement by Embridge, the Customer shall immediately return the Products and/or Services to Embridge, or at Embridge's request destroy the same and all copies of the whole or any part thereof and within seven (7) calendar days certify to Embridge in writing that it has returned or destroyed the relevant Products and/or Services as applicable. Failure by the Customer to affect the return or destruction will entitle Embridge, upon giving reasonable notice, to enter any premises of the Customer to remove or supervise the destruction of the same. In such circumstances, the Customer hereby irrevocably authorises and licenses Embridge its employees or agents to enter the Customer's premises for that purpose. The Customer is liable for all reasonable costs incurred by Embridge in connection with the recovery of the Products and/or Services such costs to be paid on an indemnity basis.

9. WARRANTIES AND DISCLAIMER

9.1. General Warranties

Each Party warrants that:

9.1.1 it has full capacity and authority and all necessary consents to enter into and to perform the Agreement;

9.1.2 that the Agreement is executed by a duly authorised representative of each Party; and

9.1.3 it has validly entered into this Agreement and has the legal power to do so.

9.2. Customer Additional Warranty

The Customer warrants that its exercise of the licence granted in clause 8.1 above will not infringe nor contravene any Applicable Law or third party rights.

9.3. Product Functional Warranty

Embridge warrants that the Embridge Product or Embridge Services (as relevant), shall perform materially in accordance with the Documentation and the Specification on delivery or first access (as applicable). Following delivery, or first access (as applicable) the support and maintenance obligations will supersede this warranty.

Embridge will procure that any third party licensor provides the Third Party Product or Third Party Services (as relevant), in all material respects as set out in the applicable Third Party Terms and the Specification.

The Customer acknowledges that the Products and Services (as relevant), are standard software and not a bespoke or custom program prepared to meet the Customer's individual requirements (even if Embridge is aware of such requirements). It is therefore the responsibility of the Customer to ensure that the facilities and functions described in the Documentation, Specification and by Embridge in the Order Form meet its requirements including its obligations under Applicable Law. Embridge and its Third Party Providers (as appropriate) are not liable for any failure of the Products and Services (as relevant), to provide any facility or function not specified in the relevant Documentation, Specification or by Embridge in the Order Form. Embridge is not obliged to provide any Products or Services where it would be in breach of Applicable Law.

Embridge on behalf of itself and its Third Party Providers accepts no liability for any failure of the Products and Services to provide any facility or function as a result of:

[Where SaaS]

9.3.1 a modification to the code (or any Customisation) of any Products or Services which have not been carried out by Embridge or its Third Party Providers or any action which is expressly excluded in the Documentation (and any approval will be at the cost and expense of the Customer);

[Where On Premise]

9.3.2 a failure by the Customer to install a new Release, Update or apply a Hot Fix (or similar terminology for the relevant Third Party Product) which has been released to remedy an error or, save where Embridge has agreed otherwise in the Order Form, use of any Release (or similar terminology for the relevant Third Party Product) which is not the

most recent or penultimate Release of the relevant Products or Services; or

9.3.3 any combination of the Products and Services with any software or materials not supplied or approved by Embridge or its Third Party Providers; or

9.3.4 use of the Products and Services in a manner for which they were not intended or other than as permitted under the Agreement.

Embridge does not warrant, and Customer acknowledges, that the operation of the Products and Services is or will be uninterrupted or error free.

In the event of the Product and Services failing to perform in accordance with any of the above warranties, Embridge has no liability or obligation other than to remedy such failure by the provision of Customer Support. It is acknowledged by the Customer that the remedies expressed in the Agreement set out the whole extent of Embridge's (and any Third Party Provider's) liability and obligations in respect of any breach of any warranty.

9.4. Services Warranty

Embridge warrants that the Professional Services shall be provided with reasonable care and skill.

In relation to the Professional Services, the foregoing warranty is subject to Customer notifying Embridge promptly, and in any event within thirty (30) calendar days of the date of performance of the alleged nonconforming Professional Services, and providing all information and assistance reasonably requested by Embridge in connection therewith. Upon receiving such timely notice, as Embridge's entire obligation and Customer's sole and exclusive remedy, Embridge shall use commercially reasonable efforts to re-perform or otherwise remedy the nonconformity at no additional charge to the Customer.

Embridge accepts no liability for any failure of the Professional Services to provide any facility or function as a result of:

[Where SaaS]

9.4.1 a modification to the code (or any Customisation) of any Products or Services which has not been carried out by Embridge or its Third Party Provider(s) or any action which is expressly excluded in the Documentation (and any approval will be at the cost and expense of the Customer);

[Where On Premise]

9.4.2 a failure by the Customer to install a new Release, Update or apply a Hot Fix (or similar terminology for the relevant Third Party Product) which has been released to remedy an error or, save where Embridge has agreed otherwise in the Order Form, use of any Release (or similar terminology for the relevant Third Party Product) which is not the most recent or penultimate Release of the relevant Products or Services; or

9.4.3 any combination of the Product or Services with any software or materials not supplied by Embridge and where relevant approved by its Third Party Providers;

9.4.4 use of the Products or Services in a manner for which they were not intended or other than as permitted under the Agreement; or

9.4.5 incorrect instructions or information from the Customer or the Customer's failure to provide information or documentation.

9.5. Customer Responsibility for its Affiliates and Users

The Customer shall ensure the compliance with the terms of this Agreement (including Use of the relevant Products and Services) by any person permitted access to the applicable Products and Services. The Customer accepts responsibility and liability for (i) the acts and/or omissions of such persons in relation to any breaches by the Customer of the Agreement; or (ii) direct breach of any obligations under the Agreement by such persons. Any rights of Affiliates to use or access the Products and/or Services will terminate automatically on ceasing to be an Affiliate.

9.6. Right to Charge the Fees

Where Embridge has no liability for any failure of the Products and/or Services to provide any facility or function under this clause 9 (**Warranties and Disclaimer**), it reserves the right to charge the Customer the fees for the remainder of any Minimum Term or any successive recurring term.

10. INDEMNIFICATION

10.1. Indemnification by Embridge

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

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

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

If the Embridge Product or Embridge Services are held or likely to be held infringing, Embridge has the option, at its expense to (i) replace or modify the Embridge Product or Embridge Services as appropriate, (ii) obtain a license for the Customer to continue using the Embridge Product or Embridge Services, (iii) replace the Embridge Product or Embridge Services with a functionally equivalent service; or (iv) as a final option having explored options (i) - (iii) but being unable commercially to provide these, terminate the applicable Embridge Product or Embridge Services and refund any prepaid fees applicable to the unusable portion of the applicable Embridge Product or Embridge Services following the effective date of termination.

In relation to any Third Party Product and Third Party Services the above provisions shall be deemed to apply as between the Third Party Provider and the Customer direct, with all references to "Embridge" in respect of any deliverables or obligations replaced with the relevant Third Party Provider.

10.2. Indemnification by the Customer

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

10.2.1 the Customer's, its Affiliates' or their Users' use of the Products and Services in breach of clauses 5.3, 5.4 or 7.1 of the Unit4 Third Party Terms (Service Terms - SAAS) (or equivalent for Proactis Third Party Terms), any EULA, AUP or for any unlawful purpose;

10.2.2 breach of any of Embridge's IPRs or Third Party Provider IPRs;

10.2.3 any claim by a third party that the Customer Data infringes the IPR of such third party;

10.2.4 the responsibilities of the Customer (under Applicable Law or the Agreement) in relation to the input, processing, intended or unintended release and/or storage of Customer Data by the Customer, or any Claims (whether or not bona fide) by Customer's ultimate end users, their legal representatives or other third parties in connection therewith.

10.3. Exclusive Remedy

This "Indemnity" section states the indemnifying Party's sole liability to, and the

indemnified Party's exclusive remedy against, the other Party for any type of Claim described in clauses 10.1 and 10.2 respectively.

11. LIMITATION OF LIABILITY

11.1. Applicability

Except for any specific limitations of liability elsewhere in the Agreement, this clause 11 sets out the entire aggregate liability of each of the Parties in respect of any Default by it or on its behalf.

11.2. Non-excluded Liability

Nothing in this Agreement, particularly in this clause 11, limits or excludes:

11.2.1 either Party's liability for fraud or fraudulent misrepresentation;

11.2.2 either Party's liability for death or personal injury attributable to negligence;

11.2.3 either Party's liability to the extent that such limitation or exclusion is not permitted by Applicable Law;

11.2.4 the Customer's liability for payment of undisputed and properly due fees; and

11.2.5 either Party's liability under clause 4 (Confidentiality) unless such liability arises from the Processing of any Personal Data under this Agreement. For the avoidance of doubt, clause 11.2.6 below applies to any Processing of Personal Data captured under clause 10 (Indemnification); and

11.2.6 for the Parties respective liabilities under clause 10 above.

11.3. Exclusion of Indirect, Consequential and other Damages

Subject to clause 11.2 (Non-excluded Liability), neither Party is liable to the other Party for any: indirect, special, incidental or consequential loss or damage; cover or punitive damages; damage to goodwill; loss or spoiling of data; 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 11.2, Embridge is not liable to the Customer for any lost profits or revenues of the Customer however caused, whether in contract, tort or under any other form of liability, and whether or not the Party has been advised of the possibility of such damages.

11.4. Limitation of Liability

Subject to clauses 11.12 and 11.3 (above), the entire liability of Embridge under the Agreement in respect of any Default (i) in respect of the supply of Embridge Apps will in no event exceed £5,000 and (ii) in all other cases will in no event exceed an amount equal to the aggregate of the amounts paid or payable by the Customer to Embridge under the Agreement in relation to the specific Product and/or Service to which any Claim relates in the twelve months preceding the date of Default. In addition, Embridge's liability will be further limited to Losses sustained by the Customer only as a direct result of the Default.

Embridge will not have any liability where an Embridge App does not perform (or its performance is adversely impacted) by a new Release Update or Hot Fix of any Third Party Products that it is intended to work with. The Customer is responsible for managed environment issues of Third Party Providers that impact the provision of an Embridge App.

11.5. Related Exclusions

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

11.5.1. The use of any Material for a purpose not specified in or otherwise contemplated by the Agreement.

11.5.2. The use of any Material with any hardware, software, application or other service not approved by Embridge;

11.5.3. Any modification to any Material that is not made by Embridge or a person acting on Embridge's express instructions;

11.5.4. Any unapproved, negligent or reckless acts or omissions of the Customer, its Affiliates or its employees or agents in connection with the Agreement; or

11.5.5. Any act or omission by any third party engaged by the Customer.

11.6. Claims

Embridge will have no liability to the Customer in respect of any Loss arising from any Default unless the Customer has served notice of its Claim for those Losses on Embridge within 24 months after the date on which the Claim arose.

11.7. Exclusion of Implied Terms

Except as expressly provided in this Agreement, Embridge excludes to the fullest extent permissible by Applicable Law all Implied Terms.

11.8. Cumulative Defaults

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

11.9. Separate Limitations

Each term of this clause 11 is to be construed as a separate limitation or other provision and shall remain in force notwithstanding expiry or termination of the Agreement.

12. TERM AND TERMINATION

12.1. Term of Agreement

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

12.2. Termination for Cause

A Party may terminate the Agreement for cause by giving notice of termination to the other Party if the other Party (i) is in material breach of its obligations under the Agreement, and the breach is not capable of remedy; or (ii) is in material breach of its obligations under the Agreement that is capable of remedy but the other Party has not remedied the breach within thirty (30) calendar days' after it received notice of the breach.

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

12.3. Termination for an Insolvency Event

Either Party may terminate the Agreement by giving notice under clause 13.9 to 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, (ii) goes into administration or an analogous arrangement; or (iii) becomes unable to pay its debts as they fall due.

12.4. Termination for Convenience (Embridge Apps Only)

A Party may terminate the Agreement in relation only to the provision of an Embridge App for convenience by providing ninety (90) calendar days prior written notice at any time.

12.5. Suspension

Subject to clause 3.7 above, Embridge is entitled to suspend the performance of all or any of its obligations under the Agreement and any other agreement with the Customer:

12.5.1. if there is an actual or threatened Default by the Customer of the Agreement or any other agreement with the Customer. In such event, Embridge shall promptly contact the Customer to provide an explanation and coordinate an appropriate resolution; and/or

12.5.2. in order to protect the security and integrity of Embridge's or the Third Party Provider's systems, facilities and equipment.

The suspension will remain in effect until the actual or threatened Default that caused the suspension (if remediable) has been remedied.

12.6. 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 Order Forms. Embridge will not be under any obligation to deliver any Products or Services following the effective date of termination of the Agreement.

12.7. 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.

12.8. Payment for Termination

Upon any termination by Embridge under clause 12.2 (Termination for Cause), the Customer will be liable to Embridge for any fees in an Order Form that have not been invoiced and that cover the remainder of the unexpired term of the Order Form after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to Embridge for the period prior to the effective date of termination. This remedy is without prejudice to any other rights or remedies Embridge may have under the Agreement.

13. GENERAL PROVISIONS

13.1. Audit

Upon reasonable notice and no more than once a year, Embridge (or a third-party auditor instructed on Embridge's behalf) may conduct an audit (either remotely or on the Customer's business premises) of the Customer's Use of any Products or Services. Use can be actual usage or creation by the Customer of a right to Use, including the setting up of any User roles within the Products or Services. The costs of any third party auditor will be at Embridge's expense.

The Customer shall give immediate, full and complete cooperation and provide all requested data and information to verify compliance with the terms of the Agreement. The Customer shall respond to any request for information as soon as possible, but no later than fourteen (14) days following such request.

If the output of any audit reveals Use which exceeds the quantity of the Volume Metric purchased in an Order Form, the Customer will be liable to Embridge for any underpayments that result from non-compliance (including unpaid fees) for the entire period of non-compliance. The pricing for such payments will be based on Embridge's Prevailing Rates (i.e., current price list at the point the audit is carried out) and Embridge will have the right to issue an invoice for such underpayments.

If the underpayments exceed five (5) percent of the total cost / value of any Products or Services paid by the Customer in a relevant Order Form, the Customer shall also reimburse Embridge for the costs of conducting the audit. The provisions of clauses 3.8 and 13.14 (Dispute Resolution) do not apply to the resolution of audit and underpayment matters.

13.2. Suggestions and Case Studies

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

Embridge shall have the right to (i) carry out normal public relations and marketing activities referring to the Customer and (ii) compile case studies as part of their ongoing business improvement process and the Customer will not unreasonably withhold consent to participate in these activities provided they do not involve material effort on the part of the Customer.

13.3. Export Compliance

The Products and Services, incorporating Embridge and/or Third Party Provider IPRs or technology and derivatives thereof may be subject to export laws and regulations of other jurisdictions. Customer agrees that such Products and Services shall not be exported from the country of supply, directly or indirectly, separately or as part of a system unless the Customer at its own cost complies with all Applicable Laws and regulations of any governmental, judicial, arbitral, regulatory or other authority of competent jurisdiction. At the Customer's request and expense Embridge may assist the Customer to apply for such licences. Further, the Customer represents that neither it nor its personnel are named on any government denied-party list (or equivalent). The Customer shall not permit Users to access or use the Products and Services in violation of any export law or regulation.

13.4. Anti-Bribery and Anti-Corruption

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

13.5. Anti-Modern Slavery and Anti-Human Trafficking

Both Parties comply with all Applicable Law relating to both modern slavery and human trafficking. Each Party has taken reasonable and commercially appropriate steps to ensure that there is no modern slavery and human trafficking practices within its business or its supply chains.

13.6. Agreed Disclosure

Embridge reserves the right, following the Effective Date, on behalf of itself and its Third Party Providers to use the Customer's name and logo to represent the fact that the Customer is a customer of Embridge and its Third Party Providers both internally and externally (including (i) on Embridge's website or a Third Party Provider's website or (ii) through use of social media).

The Customer agrees to allow Embridge or a relevant Third Party Provider to (i) make a press release and provide sufficient co-operation, such that Embridge or a relevant Third Party Provider may publish the same within 3 months of the Effective Date; and/or (ii) use the Customer's experience to produce a reference case and provide sufficient co-operation such that Embridge may produce such reference case within 3 months of the Project go-live date.

13.7. 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.

13.8. No Third-Party Beneficiaries

Where the Customer purchases only Embridge Products and/or Embridge Services, there are no third-party beneficiaries to the Agreement. In particular, Customer Affiliates cannot bring Claims directly against Embridge. Where the Customer purchases Third Party Products and/or Third Party Services, the relevant Third Party Provider may enforce the terms of this Agreement against the Customer as if it were a Party hereto. The Parties may amend the terms of the Agreement in accordance with clause 13.18 without the consent of the relevant Third Party Provider.

13.9. Notices

Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing. All notices of termination and notices under clauses 10 (Indemnification) and 13.14 (Dispute Resolution) (**Legal Notices**) must be clearly identified as Legal Notices.

All notices to Embridge must be addressed for the attention of its Finance Director at the registered office address given in the Order Form, or as otherwise notified in writing to the other Party (with a copy also sent by email to its Finance Director). Legal Notices to the Customer must be addressed to the Customer at the address given in the Order Form, or as otherwise notified in writing to the other Party. All other notices to the Customer shall be addressed to the relevant system administrator designated by the Customer in the Order Form.

Notices are deemed delivered as follows:

13.9.1. If delivered by hand, at the time the notice is left at the proper address or, if it is not a Business Day, the next Business Day.

13.9.2. If sent by next working day delivery service, on the second Business Day after mailing.

13.10. Waiver

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

13.11. 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 this Agreement is not affected and the provision (or relevant part thereof) will apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

13.12. Force Majeure

Neither Party is liable for any delay in performing its obligations if the delay is caused by Force Majeure. The Parties are not under an obligation to fulfil any obligation if fulfilment is impossible because of Force Majeure. The term Force Majeure includes force majeure of Embridge's suppliers or Third Party Providers, the failure to properly fulfil obligations by suppliers which the Customer has instructed Embridge to use, as well as any defect in Non-Embridge Applications or third party services which the Customer has instructed Embridge to use. If a situation of Force Majeure lasts longer than ninety (90) calendar days, the Parties will have the right to terminate an Order Form by giving notice to the other in accordance with clause 13.9 (Notices). Any Professional Services which have been delivered or performed pursuant to the Order Form before the force majeure event may be invoiced by Embridge and are payable by the Customer.

13.13. Assignment

Except as otherwise specified in the Agreement, the Customer may not assign, transfer, sub-licence or sub-contract any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Embridge.

Embridge may assign, transfer, sublicence or sub-contract any of its rights or obligations under this Agreement in whole or in part, provided it gives written notice of such dealing to the Customer.

13.14. Dispute Resolution

Save in relation to an audit carried out in accordance with clause 13.1 (Audit), should a dispute arise between the Parties in relation to the Agreement then prior to pursuing any legal rights the aggrieved Party must provide written notification of the problem to a Director (or equivalent position) of the other Party. Both Parties shall then use all reasonable endeavours to resolve the dispute within fourteen (14) calendar days. Should the problem remain unresolved then the aggrieved Party must provide written notification of the problem to the Managing Director (or equivalent position) of the other Party. Both Parties shall then use all reasonable endeavours to resolve the dispute within a further twenty-one (21) calendar days. Should there still be no resolution in this thirty-five (35) calendar day period then either Party is entitled to pursue its legal rights.

13.15. Non-Solicitation

During the term of the Agreement and for 6 months after its expiration or termination, both Parties undertake that they shall not, without the prior written consent of the other Party, employ or solicit for employment, or solicit to provide services, as an employee, independent contractor or consultant any:

- employee;
- independent contractor; or
- consultant,

of the other Party (including in the case of Embridge any employee, independent contractor or consultant of its Third Party Provider). Nothing in this clause 13.15 prevents either Party from employing or hiring any individual that has responded directly to a recruitment advertisement through a recruitment agency or a public advertisement.

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

13.16. Governing Law

The Agreement is governed exclusively by the laws of England and Wales and any disputes, whether contractual or non-contractual, arising out of or related hereto, are subject to the exclusive jurisdiction of the courts of the same jurisdiction.

13.17. Entire Agreement

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

13.18. Variation

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

13.19. Counterparts

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

13.20. Electronic Signature

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

14. THIRD PARTY PRODUCTS AND SERVICES

Embridge will offer Third Party Products and Third Party Services for sale alongside Embridge Products and Embridge Services. Such Third Party Products and Services are sold subject to the Third Party Terms and the terms of the Agreement and incorporate any specific terms including any relevant Support Terms, Fair Usage Policy, SLAs, Service Description, Solution Description or other applicable Policy Documentation.

Embridge remains liable for any failure by the Third Party Provider to deliver the Third Party Products and/or Third Party Services in accordance with the Agreement.

Embridge warrants that, where applicable, it has the right to sub-license or grant access to (as applicable) any part of the Third Party Products and/or Third Party Services which it is sub-licensing or granting access to (as applicable) to the Customer or (as appropriate) the right to distribute any Third Party Products and/or Third Party Services which it is providing to the Customer.

Where Embridge resells a Third Party Product or Third Party Service, save as otherwise set out in an Order Form, Embridge is permitted to pass on any increase in fees levied against Embridge by that Third Party Provider to the Customer.

1. SUBJECT OF THESE DATA PROCESSING TERMS

In these data processing terms ("**Data Processing Terms**"):

1.1 The Customer (hereinafter referred to as the "**Controller**") is the Party, who (alone or in conjunction with others) determines the purposes and means of Processing of any Personal Data.

1.2 Embridge (hereinafter referred to as the "**Processor**") is the Party, who acts on behalf of the Controller without being subject to its direct authority.

1.3 The Processor will Process the Personal Data for the Controller (and Controller consents to the same) in accordance with applicable law and these Data Processing Terms including the Data Processing Information.

1.4 The Data Processing Information sets out:

1.4.1 in Section 1, without limitation, the purposes and means of the Processing, the categories of Personal Data that will be Processed and the retention period for such Personal Data and the country(ies) (or place(s)) where the Personal Data will be Processed.

1.4.2 in Section 2, the applicable Security Measures adopted by the Processor, which the Controller confirms are adequate.

1.4.3 in Section 3, the details of any Sub-Processors.

1.5 The Data Processing Information shall be updated from time to time during the term of these Data Processing Terms, if necessary.

2. PROCESSING

2.1 The Processor and the Controller shall, without undue delay, provide each other with all necessary information to enable proper compliance with the Data Protection Legislation.

2.2 The Processing of Personal Data takes place in the country/place or countries/places set out in Section 1 of the Data Processing Information and Controller gives its explicit permission for the Processing of the Personal Data in the countries/places mentioned in Section 1 of the Data Processing Information. If Processing will take place in another place (s) / country (s), the Processor will inform the Controller of this.

2.3 Where Processing of Personal Data takes place in a country outside the UK for which the UK has not provided an adequacy decision, Processing will only take place provided that there are appropriate safeguards that provide an adequate level of protection for Personal Data. In such a case, to ensure appropriate contractual safeguards, the Parties will comply with their respective obligations in the Standard Contractual Clauses (or such other appropriate safeguards that the Data Protection Authority or a competent regulator decides provides for a sufficient level of protection) and the Controller hereby consents and instructs the Processor to carry out such Processing.

3. RESPONSIBILITIES OF THE PROCESSOR

3.1 The Processor will Process the Personal Data in a proper and careful manner in accordance with these Data Processing Terms and will ensure compliance with the Data Protection Legislation.

3.2 The Processor will only Process Personal Data in accordance with the performance of the Agreement and the written instructions provided by the Controller, unless the Processor is legally obliged to Process the Personal Data in a manner contrary to this. In the latter case, the Processor will inform the Controller of the relevant legal provisions and its obligations thereunder.

3.3 The Processor will only Process Personal Data for the purposes for which it has received instructions and to fulfil the obligations delegated under these Data Processing Terms. The Processor will not use the Personal Data for other purposes.

3.4 The Processor will not provide the Personal Data to a third party (other than the Data Subject or other persons approved by the Controller or the Processor to Process the Personal Data), unless this exchange takes place on the instructions of the Controller or in the context of the performance of the Agreement, these Data Processing Terms (including the Data Processing Information) or when this is necessary to comply with a legal obligation or court order.

3.5 The Processor will not alter, edit, amend or otherwise change the Personal Data without the Controller instructing it to do so.

3.6 The Processor shall give its reasonable cooperation to the Controller to fulfil requests of a Data Subject in relation to his/her rights under the Data Protection Legislation such as, but not limited to, (i) granting Data Subjects access to their Personal Data; (ii) rectifying or erasing Personal Data at the request of the Data Subject; (iii) presenting evidence of the rectification or erasure of his Personal Data; (iv) providing the Personal Data, which the Data Subject has provided to the Controller and the Controller has passed to the Processor and; (v) transmitting any Personal Data of the Data Subject to another Controller (data portability). If a request is made to return or provide a copy of the Personal Data, the Processor will provide the Personal Data in a structured, widely used and machine-readable format.

3.7 In the event the Processor receives a request or objection from a Data Subject (which could be a request for (without limitation) information, access, rectification, data transfer, introducing a processing restriction, or transfer of the Personal Data), the Processor will forward that request immediately to the Controller.

3.8 The Processor shall maintain a record of all categories of Processing activities carried out on behalf of Controller, in accordance with the Data Protection Legislation. The Processor shall provide the Controller with all necessary information in relation to the same.

3.9 The Processor shall support the Controller in complying with the legal information obligations of a Data Protection Authority or Data Subjects and, if necessary, shall, if it concerns technology of the Processor, assist the Controller where a Privacy Impact Assessment is required by the Data Protection Legislation.

3.10 If the Controller is subject to specific request for information from a Data Subject or third party (other than the Data Subject or other persons approved by the Controller or the Processor to Process the Personal Data) entitled to make such a request, the Processor will assist the Controller with this. The Processor shall not take any steps in relation to any enquiry received from a Data Subject or a third party (other than the Data Subject or other persons approved by the Controller or the Processor to Process the Personal Data), except in accordance with any previous instructions of the Controller. If a Data Subject contacts the Processor to enforce his or her claims related to Data Protection Legislation, the Processor shall forward this request promptly to the Controller.

4. RESPONSIBILITIES OF THE CONTROLLER

4.1 The Controller is responsible for the lawful Processing of the Personal Data and compliance with the Data Protection Legislation including, but not limited to, the protection of the rights of the Data Subjects.

4.2 The Controller shall be solely responsible for determining the purposes for which and the way in which the Personal Data is to be Processed.

4.3 The Controller is responsible for informing the Data Subjects and guaranteeing the rights that the Data Subjects can exercise based on the Data Protection Legislation and other applicable privacy laws and regulations and for communication with the Data Subjects.

4.4 The Controller warrants that the collected Personal Data is adequate, relevant and not excessive in relation to the purposes for which the Personal Data is transferred and (further) Processed.

4.5 The Controller shall make available all information that the Processor may need for the Processing, in a timely fashion and in the agreed format set forth in Section 1 of the Data Processing Information.

4.6 The Controller shall be responsible and liable (as between the parties themselves and to the Data Subjects and the Data Protection Authority) for: (i) ensuring Data Subjects have given the appropriate consent to the Processing (whether by the Processor or any Sub-Processors) and/or ensuring they have the lawful basis to do so; and (ii) any claims or complaints resulting from the Processor's actions to the extent that those actions are the result of the Controller's instructions.

5. SUB-PROCESSORS

5.1 The Processor may be required to appoint certain third parties to provide (or assist in the provision of) part of the Products and/or Services to the Customer. By signing this Agreement, the Customer agrees that the Processor may subcontract the processing of personal data to such Sub-Processors.

5.2 The Processor will engage the Sub-Processor(s) listed in Section 3 of the Data Processing Information or in an Order Form by entering into the Agreement.

5.3 The Controller hereby consents to changes in Sub-Processors. The Processor will inform the Controller in writing in advance of any intended changes, for example regarding replacement of any Sub-Processor or any additional Sub-Processor. The Controller may object to such changes in writing, within ten (10) Business Days of written notification of such a change to the Sub-Processors. If the Customer does not object in writing within ten (10) business days of

written notification, the Customer is deemed to have accepted the change to the Sub-Processors. If the Customer does object in writing within ten (10) business days of written notification, the Processor and the Customer will discuss the 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 and/or any Order Form. If the Parties are unable to come to an agreement on possible resolutions within a reasonable period of time, which shall not exceed forty (40) business days, the Customer may terminate the relevant Service which cannot be provided by the Processor without the use of the objected to new Sub-Processor.

5.4 The engagement of a Sub-Processor does not affect the obligations of the Processor towards the Controller in any way. Access to the relevant Personal Data may only be granted when the Sub- Processor complies (or assures compliance) in all material respects with the obligations of these Data Processing Terms. The Processor will execute a written agreement with Sub-Processors in relation to the sub-processing of any Personal Data, which will comply with the Data Protection Legislation and, where practicable, be on materially the same terms as these Data Processing Terms.

5.5 Section 3 of the Data Processing Information lists the current Sub-Processors, the Processing location and the description of the work. The Processor will, if necessary and within a reasonable time after a change, update this Section during the term of the Agreement.

5.6 Where the Processor sub-contracts any of its obligations to a Sub-Processor who has been approved by the Controller (under the Agreement or if different by subsequent approval), the Processor shall remain liable under these Data Processing Terms for the actions of those Sub-Processors.

5.7 Where the Processor sub-contracts any of its obligations to a Sub-Processor, Controller may (in some circumstances) provide instructions to the Sub-Processor in relation to the Processing of its Personal Data by the Sub-Processor. In such circumstances, Processor shall not be responsible for a breach of these Data Processing Terms that results from the Sub-Processor acting on the instructions of Controller, whether or not Processor is aware of the same.

6. SECURITY AND DATA BREACHES

6.1 The Processor will take the technical and organizational security measures that comply with Data Protection Legislation and industry good practice necessary to ensure the availability, integrity and confidentiality of the Personal Data and to protect it against loss or unlawful Processing.

6.2 The technical and organizational security measures are described in Section 2 of the Data Processing Information and comply with generally accepted security standards. The Controller acknowledges that it considers the arrangements set out in Section 2 of the Data Processing Information are sufficient for the appropriate security of the Personal Data in accordance with Data Protection Legislation.

6.3 The Processor shall notify the Controller without undue delay after becoming aware of a Data Breach.

6.4 The notification mentioned in paragraph 6.3 shall contain at least:

6.4.1 the nature of the Data Breach including, where possible, the categories and approximate number of Data Subjects and the categories and approximate number of Personal Data records concerned;

6.4.2 the name and contact details of the data protection officer or another contact person where more information can be obtained;

6.4.3 the likely consequences of the Data Breach;

6.4.4 the measures taken or proposed to be taken by the Processor to address the Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

6.5 The Processor shall support the Controller in fulfilling its statutory information obligations towards any supervisory authorities and/or the Data Subjects, in case of a Data Breach.

6.6 The Processor shall inform the Controller immediately if the Processor considers that any Processing instruction given by the Controller infringes any Data Protection Legislation.

7. ADDITIONAL CONFIDENTIALITY PROVISIONS

7.1 The Processor shall keep the Personal Data that it Processes under the Agreement confidential and shall take all necessary measures to ensure the confidentiality of the Personal Data. The Processor will also impose the obligation of confidentiality on its personnel and person engaged by it who have access to the Personal Data.

7.2 The confidentiality obligation referred to in this article shall not apply if the Controller has given written permission to provide the Personal Data to a third party, or in case of a legal obligation to provide the Personal Data to a third party.

8. DATA PROTECTION AUDITS

8.1 The Processor enables the Controller to review the compliance of the Processor with these Data Processing Terms or to allow a review through independent auditors, at the cost of the Controller, without the use of any company confidential information of the Processor and without disturbing the operations of the Processor. In case the audit shows that the Processor is not in compliance with its obligations under these Data Processing Terms, the Processor shall remedy or rectify the shortcomings identified by the review as soon as reasonably possible. In such a case the Processor will bear the reasonably incurred and justifiably demonstrable costs of the auditor (payment only being made on presentation of a valid invoice from the auditors for such costs).

8.2 An audit can take place no more than once a year, unless there is sufficient evidence that shows that the Processor is not complying with its obligations under these Data Processing Terms. The Processor shall provide the Controller with all information reasonably necessary to perform the audit.

8.3 In the event of an investigation by a Data Protection Authority or another competent authority ("**Authority**"), the Processor will provide all reasonable cooperation and inform the Controller as soon as possible.

8.4 The Processor shall designate an individual to be the point of contact who will support the Controller in the fulfilment of disclosure obligations arising from Processing and the Processor shall inform the Controller of the contact details for the point of contact.

9. CHANGES

9.1 Where any changes to the performance of an obligation under the Agreement has material consequences in respect of the Processing of Personal Data, the Processor will provide the Controller with a notification of the proposed amendments to these Data Processing Terms (such notification may be electronic mail, or via another channel). The Controller will provide any objections, in respect of material changes only, to the amended terms within 7 days of receipt (of notification) and if it does not object, the Controller will be deemed to have accepted the changes and the updated version will apply on the effective date indicated.

9.2 Amendments to the Data Processing Information may be made by the Processor from time to time and published on its website. These changes will be notified to the Controller (such notification may be by electronic mail, or via another channel), stating the version number and the date of entry of the updated version. Material changes to the Data Processing Information will not be made without providing the Controller the opportunity to object.

10. MUTUAL LIABILITY

10.1 The Processor shall be liable to the Controller for fines and / or penalties imposed on the Controller by or on behalf of a Data Protection Authority and for claims relating to any loss or damage suffered by a Data Subject, where it has been established that these penalties and / or penalty payments or claims are directly attributable to a failure by the Processor to Process Personal Data in accordance with Data Protection Legislation or other applicable privacy legislation.

To avail itself of this paragraph 10.1, the Controller shall:

10.1.1 inform the Processor immediately in writing of the existence and the subject matter of the claim of a Data Subject or of any investigation or other instruction that could lead to determining the intention or decision of the Data Protection Authority to impose a penalty or order for a penalty;

10.1.2 to act and communicate to the Data Protection Authority or to the Data Subject in consultation with the Processor;

10.1.3 object and / or appeal against imposed fines if there is reason to do so; and

10.1.4 leave the handling of the case, including the making of any settlements, entirely to the Processor. To this end, the Controller will grant the necessary powers of attorney, information and cooperation to the Processor to defend itself against these legal actions, if necessary in the name of the Controller.

10.2 The Controller shall be liable to the Processor for fines and / or penalties imposed on the Processor by or on behalf of the Data Protection Authority and for claims for loss or damage suffered by a Data Subject, where it has been

established that these penalties and / or penalty payments or claims are attributable to the failure by the Controller to comply with Data Protection Legislation or other applicable privacy legislation.

To avail itself of this paragraph 10.2, the Processor shall:

10.2.1 inform the Controller in writing without delay of the existence and the subject matter of a claim of a Data Subject or of any investigation or other instruction that could lead to determining the intention or decision of the Data Protection Authority to impose a penalty or order for a penalty;

10.2.2 to act and communicate to the Data Protection Authority or to the Data Subject in consultation with the Controller;

10.2.3 object and / or appeal against imposed fines if there is reason to do so; and

10.2.4 leave the handling of the case, including the making of any settlements, entirely to the Controller. To this end, the Processor will grant the necessary powers of attorney, information and cooperation to the Controller to defend itself against these legal actions, if necessary in the name of the Processor.

10.3 Insofar as the Parties share liability (whether joint and severally or otherwise) towards third parties, including Data Subject(s), or have a fine jointly imposed upon them by the Data Protection Authority, the Parties shall remain liable to each other under paragraphs 10.1 and 10.2 for such part of such liability to third parties and of any such joint fine that is proportionate to its degree of responsibility for the event giving rise to such liability or joint fine, taking account of the decision of any court or competent tribunal, the Data Protection Authority and the contribution made by any breach by a Party of its obligations under these Data Processing Terms.

11. TERM AND TERMINATION

11.1 These Data Processing Terms will take effect on the date of the Agreement

11.2 Upon termination or expiry of the Agreement, the Processor shall return, or at the Controller's request either destroy or save, any Personal Data in the manner set forth in Section 1 of the Data Processing Information. In case any Personal Data are held or stored in a computer system or in any other form which reasonably cannot be handed over to the Controller, the Processor will destroy the Personal Data on its systems immediately, unless the Parties agree otherwise in writing.

Data Processing Information Schedule

Section 1:

Embridge shall comply with any further written instructions with respect to processing by the Customer.

Any such further instructions shall be incorporated into this Schedule.

Description (Products other than Embridge Apps)	Details
Subject matter of the processing	The Processor (Embridge) will as part of this Agreement have access to the personal data of the Controller's (Customer) personnel dealing with this project and the personal data contained in the wider tendered integrated system for finance, payroll, HR and procurement systems. Third Party Providers as Sub-Processors will as part of this Agreement have access to the personal data of the Controller's (Customer's) personnel dealing with this project and the personal data of suppliers contained in the wider tendered integrated system for finance, payroll, HR and procurement systems.
Place of processing	UK but see section 3 of this schedule for details on potential international data transfers.
Duration of the processing	This will be within the agreed contractual dates.
Nature and purpose of the processing	To facilitate the fulfilment of the Processor's obligations arising under this Agreement. The collection, recording, organization, storing, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction and processing of Personal Data provided by the Customer for the purposes of providing a fully integrated HR, payroll, finance and procurement system.
Type of Personal Data	Personal and special category personal data will be stored on the integrated HR, payroll, finance and procurement systems to which the Processor will have access to during the term of the Agreement. The types of personal data can include, but are not limited to; supplier names (can include but is not limited to company, individual, self-employed), present addresses (delivery and home office), email addresses, phone numbers, supplier invoice details, bank details, VAT number, DUNS number, employee name, applicant names, address (current and former), date of birth, sex, telephone number, email address, religious belief, sexual orientation, marital status, political opinion, disability, race, and with or without dependents name, gender, bank details (current and former), NI number, salary history, including pension history, termination record, bonus nomination, sickness record (including medical/self-certificates), activity code, contract of employment, changes to terms and conditions, travel and subsistence record and any other personal and special category personal data the Controller or its users submit to the Controller's systems in the course of their use of these systems.
Categories of Data Subject	The categories of data subject that the Processor may process include but are not limited to employment and recruitment records, pay and pension records, health records, bank details and supplier details (can include but is not limited to company, individual, self-employed, staff, prospective staff and tenderers).
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	At the end of the term of the Agreement (howsoever arising) the Processor will, upon the Controller's request delete and/or destroy or transfer all files, records, documents, information and other materials relating to the contract that are in its possession or under its control and/or any personal data within the integrated HR, payroll, finance and procurement system. Any transfer will be generated in an accessible format stipulated by the Processor, to the Controller or to the Controller's representative. The Processor may need to make a charge for this deletion, destruction and/or transfer. If no request is made by the Controller at the end of the term of the Agreement, the Controller is deemed to have requested destruction of any personal data and Embridge will thereafter, unless legally prohibited, delete and/or destroy any personal data. No Personal Data should be retained beyond the term of the Agreement.

Description (Embridge Apps)	Details
Subject matter of the processing	The Customer may install the Embridge Apps on a managed cloud environment provided by a third party (including a Third Party Provider). Any such third party (including a Third Party Provider) will not be a Sub-Processor of Embridge, even if they are listed in Section 3 below.
Place of processing	UK but see section 3 of this schedule for details on potential international data transfers.
Duration of the processing	This will be within the agreed contractual dates.
Nature and purpose of the processing	To facilitate the fulfilment of the Processor's obligations arising under this Agreement which may involve the reviewing of Personal Data in the course of contract management provided by Embridge. Customer Personal data will be entered into Embridge's CRM, finance and internal support systems as contact details to enable contractual management of this Agreement. Personal data sets include: name, work e-mail address, work telephone number, work business address. The App may access Personal Data as part of a workflow process to make changes or synchronise master or transactional data within the application software in order to maintain up to date information and support specific business processes within the application software itself. This Personal Data could contain any of the sets of data set out below. Anonymised data may be used from time to time with the prior consent of the Customer to inform future functionality and design updates of the App.
Type of Personal Data	Personal and special category personal data will be stored on the integrated HR, payroll, finance and procurement systems to which the App may interact with and have access to during the term of the Agreement. The types of personal data can include, but are not limited to; supplier, customer, contractor and employee names (can include but is not limited to company, individual, self-employed), present addresses (delivery and home office), email addresses, phone numbers, invoice details, bank details, VAT number, DUNS number, employee name, applicant names, address (current and former), date of birth, sex, telephone number, email address, religious belief, sexual orientation, marital status, political opinion, disability, race, and with or without dependents name, gender, bank details (current and former), NI number, salary history, including pension data or history, payroll data, termination record, bonus nomination, sickness record (including medical/self-certificates), activity code, HCM information including contract of employment, recruitment and training data, rates, changes to terms and conditions, travel and subsistence record and any other personal and special category personal data the Customer or its users submit to the these systems in the course of their use of the systems.
Categories of Data Subject	The categories of data subject that the Processor can access include but are not limited to suppliers, customers, contractors and employees (can include but is not limited to company, individual, self-employed, staff, prospective staff and tenderers).
Plan for return and destruction of the data once the processing is complete UNLESS requirement under member state law to preserve that type of data	The App itself does not store or retain any Personal Data other than during the period of a workflow transaction itself. At the end of the term of the Agreement (howsoever arising) the Processor will only retain such contact details as are necessary for audit and contract management checks for as long as is necessary.

Section 2: Security Measures

The Processor shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

- is in accordance with the law and these terms;
- as a minimum demonstrates good industry practice.

Data processing information is / will be provided for each Sub Processor and may be updated from time to time and will comply with the relevant data protection laws.

The Processor shall work with their sub-contractors as necessary to procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches in line with their ISO27001 commitments.

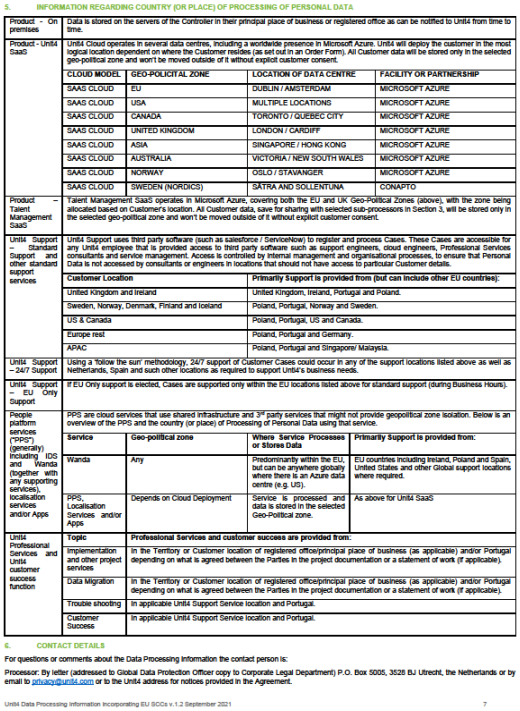
The Processor shall operate an access control regime to ensure all users and administrators of the Processor's System are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Processor shall retain an audit record of accesses. The Processor shall retain audit records collected for a period of at least 6 Months.

Section 3: Sub-Processors

Unit4 Business Software Limited

Data processing information is readily available on the website here: www.unit4.com/terms. Unit4 via the Processor or direct will inform the Controller in advance of any changes to sub-processors and the Controller will have the opportunity to object to such changes in writing. From a practical perspective, if the Controller objects then parties would need to discuss the requirements of the Controller continuing to use the SaaS or solutions.

Controllers must download the following Data Processing information (latest version) on the website of Unit4: https://www.unit4.com/terms-and-conditions, a copy is provided herein for reference only:



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

Product - On premises	Data is stored on the servers of the Controller in their principal place of business or registered office as can be notified to Unit4 from time to time.			
Product - Unit4 SaaS	Unit4 Cloud operates in several data centres, including a worldwide presence in Microsoft Azure. Unit4 will deploy the customer in the most logical location dependent on where the Customer resides (as set out in an Order Form). All Customer data will be stored only in the selected geo-political zone and won't be moved outside of it without explicit customer consent.			
	CLOUD MODEL	GEO-POLICITAL ZONE	LOCATION OF DATA CENTRE	FACILITY OR PARTNERSHIP
	SAAS CLOUD	EU	DUBLIN / AMSTERDAM	MICROSOFT AZURE
	SAAS CLOUD	USA	MULTIPLE LOCATIONS	MICROSOFT AZURE
	SAAS CLOUD	CANADA	TORONTO / QUEBEC CITY	MICROSOFT AZURE
	SAAS CLOUD	UNITED KINGDOM	LONDON / CARDIFF	MICROSOFT AZURE
	SAAS CLOUD	ASIA	SINGAPORE / HONG KONG	MICROSOFT AZURE
	SAAS CLOUD	AUSTRALIA	VICTORIA / NEW SOUTH WALES	MICROSOFT AZURE
	SAAS CLOUD	NORWAY	OSLO / STAVANGER	MICROSOFT AZURE
	SAAS CLOUD	SWEDEN (NORDICS)	SATRA AND SOLLENTUNA	CONAPTO
Product – Talent Management SaaS	Talent Management SaaS operates in Microsoft Azure, covering both the EU and UK Geo-Political Zones (above), with the zone being allocated based on Customer's location. All Customer data, save for sharing with selected sub-processors in Section 3, will be stored only in the selected geo-political zone and won't be moved outside of it without explicit customer consent.			
Unit4 Support – Standard and other standard support services	Unit4 Support uses third party software (such as salesforce / ServiceNow) to register and process Cases. These Cases are accessible for any Unit4 employee that is provided access to third party software such as support engineers, cloud engineers, Professional Services consultants and service management. Access is controlled by internal management and organisational processes, to ensure that Personal Data is not accessed by consultants or engineers in locations that should not have access to particular Customer details.			
	Customer Location		Primarily Support is provided from (but can include other EU countries):	
	United Kingdom and Ireland		United Kingdom, Ireland, Portugal and Poland.	
	Sweden, Norway, Denmark, Finland and Iceland		Poland, Portugal, Norway and Sweden.	
	US & Canada		Poland, Portugal, US and Canada.	
	Europe rest		Poland, Portugal and Germany.	
	APAC		Poland, Portugal and Singapore/ Malaysia.	
Unit4 Support – 24/7 Support	Using a 'follow the sun' methodology, 24/7 support of Customer Cases could occur in any of the support locations listed above as well as Netherlands, Spain and such other locations as required to support Unit4's business needs.			
Unit4 Support – EU Only Support	If EU Only support is elected, Cases are supported only within the EU locations listed above for standard support (during Business Hours).			
People platform services ("PPS") (generally including IDS and Wanda (together with any supporting services), localisation services and/or Apps	PPS are cloud services that use shared infrastructure and 3rd party services that might not provide geopolitical zone isolation. Below is an overview of the PPS and the country (or place) of Processing of Personal Data using that service.			
	Service	Geo-political zone	Where Service Processes or Stores Data	Primarily Support is provided from:
	Wanda	Any	Predominantly within the EU, but can be anywhere globally where there is an Azure data centre (e.g. US).	EU countries including Ireland, Poland and Spain, United States and other Global support locations where required.
	PPS, Localisation Services and/or Apps	Depends on Cloud Deployment	Service is processed and data is stored in the selected Geo-Political zone.	As above for Unit4 SaaS
Unit4 Professional Services and Unit4 customer success function	Topic	Professional Services and customer success are provided from:		
	Implementation and other project services	In the Territory or Customer location of registered office/principal place of business (as applicable) and/or Portugal depending on what is agreed between the Parties in the project documentation or a statement of work (if applicable).		
	Data Migration	In the Territory or Customer location of registered office/principal place of business (as applicable) and/or Portugal depending on what is agreed between the Parties in the project documentation or a statement of work (if applicable).		
	Trouble shooting	In applicable Unit4 Support Service location and Portugal.		
	Customer Success	In applicable Unit4 Support Service location and Portugal.		

6. CONTACT DETAILS

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

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

Unit4 Data Processing Information incorporating EU SCCs v.1.2 September 2021 7

To use the solutions it is flagged that the Controller does need to permit transfer of data outside of the UK and EU, this is particularly the case with People Platform Services. People Platform Services will involve processing globally and the processing location of Unit4 sub-processors is set out in the Data Processing information (latest version) on the website of Unit4: .https://www.unit4.com/terms-and-conditions

Please note that the Azure data centres are in London/Cardiff and that Unit4 support will primarily be provided from the UK, Ireland, Portugal and Poland. However, in the case of P1 incidents, logged outside of business hours, this may require processing by one of Unit4's other locations. Having said this, the extent of the personal data involved in such support tickets will be limited. EU only support is not included in the pricing submitted.

Clause 2.3 of the data processing terms specifies that where processing does take place outside the EEA, where the EC has not provided an adequacy decision, that processing will only take place provided there are appropriate safeguards that provide an adequate level of protection for personal data. The parties agree to use the SCCs.

Proactis Limited

Locations of Services for UK customers • Harrogate, (primary) • Reading, (secondary). No UK customer data is transferred to any of the other data centres that Proactis operate, be those in the EEA or outside of that entity.

Sub-sub-processor is Redcentric plc, Proactis' hosting service provider.

Proactis' security measures are as described in the Information Security Assurance Report and are kept under review. The document is made available to the Customer on request and will be dated with the date last updated.

Description	Details for Proactis S2C service
Subject matter of the Processing	The Customer/Controller uses Proactis' Source to Contract solution ('S2C'). This application is used to carry out the functions of the tendering process, from the initial advertisement to the awarding of the contract. Catalogue imports of items which can be uploaded into the system to allow for users within the same organisation as the Controller to purchase. Documents can be raised or received electronically in conjunction with purchase requests or order fulfilment. The software can also manage supplier relationships and contracts, through optional modules within the S2C software.
Duration of the Processing	The processing will last for the length of the relevant customer contract between Proactis' Reseller and the Customer/Controller.
Nature and purposes of the processing	The nature of the processing within S2C includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction of data (whether or not by automated means) The purpose for the processing is to carry out the functions of tendering process, from the initial advertisement to the awarding of the contract. Contract Management processes and Supplier Management processes are other, optional, functions within the S2C product which the Controller can use. The Contract Management module allows for the storage of a contract and tasks associated with contracts, such as reminding of when a contract is due for renewal. The Supplier Management module, if used, will allow the Controller to capture Supplier details in the S2C product Data access is restricted to those registered users of the software and Proactis staff, in respect to the development and support of such software, for the purposes of maintaining / correcting errors within the product that the Controller reports.
Type of Personal Data	The data sets include: name, email address, telephone number, business address, and are used within the product for basic operations of the software. Tender documents can be uploaded to the software, which are compiled entirely by the Buying organisation (the Controller) which can include other content and personal (or sensitive personal) data which Proactis has no control over being included nor is necessarily needed for the functionality of the S2C product.

	Contract documents can be uploaded to the software, which can contain an address (usually this is a business address), contact name, email address and telephone number. Supplier information can also be uploaded to the software, which can include a name, email address, telephone number, address (for Sole Trader organisations this can be classified as personal data). Invoice documents can be uploaded to the software, which can contain an address (usually this is a business address), contact name, email address and telephone number. A description of the goods / services the Invoice covers may contain personal data. Similarly, on the electronic invoice lines, there will be description fields available which can include other content and personal (or sensitive personal) data which Proactis has no control over being included nor is necessarily needed for the functionality of the S2C product. The catalogue management functions (the uploading, deleting and updating of items) do not contain personal data.
Categories of Data Subject	Controller Staff (including volunteers, agents, and temporary workers), Controller's suppliers or potential suppliers; Proactis employees
Data Protection Officer	Based on Proactis' current activities and business purpose, there is no legal requirement for an official DPO. The Proactis Compliance and Quality Manager has assumed those responsibilities, and is contactable at compliance@proactis.com or at: Proactis, Riverview Court, 1 Castle Gate, Wetherby, LS22 6LE, UK Please mark any posted documents 'for the attention of the Compliance Manager'
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data retention periods will be as per contract between Proactis and Controller, unless required by other laws.

Microsoft Ireland Operations Limited

Data processing information is readily available on the website here: https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA

Microsoft via the Processor or direct will inform the Customer in advance of any changes to sub-processors and the Controller will have the opportunity to object to such changes in writing. From a practical perspective, if the Controller objects then parties would need to discuss the requirements of the Controller continuing to use the SaaS or solutions or Apps.

Please note that the Microsoft Azure data centres are in London and Cardiff and that all Embridge support will be provided from the UK. However, Microsoft may transfer Customer Data outside the UK and any such transfers are hereby approved provided they are governed by an International Data Transfer Addendum to the European Commission's standard contractual clauses for international data transfers issued by the UK Information Commissioner's Office under S119A(1) of the UK Data Protection Act 2018.

Microsoft's security measures are as described in https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA

Please note that you authorise Microsoft to:

(i.) to create aggregated statistical, non-personal data from data containing pseudonymized identifiers (such as usage logs containing unique, pseudonymized identifiers); and

(ii.) to calculate statistics related to Customer Data

in each case without accessing or analyzing the content of Customer Data and limited to achieving the purposes below, each as incidental to providing the Products and Services to Customer.

Those purposes are:

· billing and account management;

· compensation such as calculating employee commissions and partner incentives;

· internal reporting and business modeling, such as forecasting, revenue, capacity planning, and product strategy; and

· financial reporting.

DEFINITIONS

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

Acceptable Use Policy (or AUP)	Embridge's or any of its Third Party Provider's acceptable use policies relating to the Products and/or Services purchased by the Customer, as applicable (and which for Unit4 Products and Services is available here: www.unit4.com/terms
Account	a unique account established for each individual User to access the relevant Products and/or Services
Affiliate	means 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 Embridge and the Customer (in relation to the purchase by the Customer of Products and/or Services set out in an Order Form) including the Embridge General Terms of Business and any ancillary documentation referred to therein including (such as SLAs, Service Descriptions, applicable Policy Documentation, GDPR documentation), the Order Form and any Statement of Work.
Applicable Law	all laws, statutes and regulations in force from time to time applicable to the Parties.
Bespoke Development	a commissioned project or package of activities (agreed between the Parties in an Order Form) to amend or supplement code of a Product.
Billing Start Date	the day specified in the Order Form on which any annually subscribed Products or Services first become due and payable.
Business Day	9.00 a.m. to 5.00 p.m. Monday to Friday, excluding public holidays in the Territory.
Claim	a claim, demand, suit or proceedings of any type.
Confidential Information	all confidential information (including Personal Data) disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party (including its directors, officers, employees, contractors or agents) prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
Configuration	any solution setup that is accomplished by changing standard menus and functionality within the application itself. For the avoidance of doubt, Configuration excludes Customisation and Bespoke Development.
Customer	the customer Party whose details are set out in an Order Form.
Customer Data	all data or information submitted by the Customer directly or indirectly to Embridge (whether owned by the Customer or a third party).
Customer Support	Embridge Customer Support and/or Third Party Customer Support, as applicable.
Customisation	activities (usually delivered as Professional Services) to amend or supplement code of the Embridge Product or Third Party Product that is not sufficiently extensive to be classified as Bespoke Development (Customisation includes for example Custom Reports and Integration Development).
Custom Reports	activities (usually delivered as Professional Services) to amend or supplement code of the Embridge Product or Third Party Product for the development of reports that are not included in the standard Embridge Product or standard Third Party Product.
Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of Personal Data or access to Personal Data transmitted, stored or otherwise Processed.
Data Processing Information	information sheets setting out how Embridge or a Third Party Provider Processes Personal Data, as applicable (which for Unit4 Products and Services is available here: www.unit4.com/terms and for Embridge are set out in the Data Processing Information Schedule).
Data Protection Legislation	all Applicable Law relating to the processing of personal data, in particular the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") where relevant and the General Data Protection Regulation (EU) 2016/679 as implemented in the United Kingdom ("**UK GDPR**"); and (ii) to the extent it relates to the processing of personal data any Applicable Law which amends, supersedes or replaces existing law.
Data Subject	a natural person, directly or indirectly identified or identifiable by reference to an identifier such as his name, an identification number location data, an online identifier or one or more elements specific to his physical, physiological, mental, economic, cultural or social identity.
Default	Any breach of any obligation or warranty under the Agreement, or any misrepresentation, mis-statement or tortious act or omission including negligence) arising under or in connection with the Agreement, or the occurrence of any event or series of events which gives rise to an obligation under the Agreement on a Party to indemnify the other Party.
Disclosing Party	in relation to the disclosure and receipt of Confidential Information, the Party and/or its respective Affiliates disclosing the Confidential Information.
Documentation	the data sheets and documentation available for the Products and Services, as relevant and as updated from time to time.
Effective Date	unless otherwise agreed, the date that the last Party signs an Order Form being the date that the Agreement takes effect.
Expenses	Embridge's reasonably incurred expenses for accommodation, subsistence and travel for supplying Professional Services at any premises other than Embridge's.
Embridge	the Embridge contracting entity that is Party to the Order Form.
Embridge Apps	applications and small workflows developed by Embridge. Any integration service and associated workflows utilising LEO, Embridge's digital integration platform, do not fall within this definition.
Embridge Customer Support	any support services provided by (or on behalf of) Embridge to the Customer under the Agreement in relation to the Products purchased by the Customer and provided by the Embridge managed service team ("Embridge Managed Service Team").
Embridge Data Processing Terms	the terms relating to the Processing of Personal data included in the Agreement.
Embridge General Terms of Business	these terms applicable to the sale of Products and Services;
Embridge Products	any Embridge software solution purchased by the Customer in an Order Form including any Embridge Apps and "Embridge Products" shall be construed accordingly.
Embridge Professional Services	any Professional Services provided by (or on behalf of) Embridge to the Customer under the Agreement.
Embridge Services	any services provided by Embridge ancillary to the Embridge Product or Third Party Product including (but not limited to) Embridge Customer Support and Embridge Professional Services.
Embridge Service Terms	any specific terms and conditions that apply to the delivery of any Embridge Products or Embridge Services, including any Support Terms, Fair Usage Policy, SLA, Service Description, Solution Description or applicable Policy Documentation.

Embridge Customer Support Terms	the applicable terms and service descriptions applicable to Embridge Customer Support available on request.
Extended Legacy Tiered Support	the continued provision of support, but not maintenance via Embridge Customer Support to unsupported Releases of Products, provided only in accordance with agreed Support Terms.
Fair Usage Policy	policy on Customer's fair use of the Third Party Products and Third Party Services relating to SaaS and/or FTE employee calculation (which for Unit4 Products and Services is available here www.unit4.com/terms).
Force Majeure	circumstances beyond a Party's reasonable control, whether or not foreseeable, where such Party can demonstrate it has suffered a significant and unavoidable interruption or delay including war, terrorism, pandemic, epidemic, interruption of electricity, internet, means of telecommunication, strikes and unavailability of Personnel and any delay caused by any act or omission of the other Party.
Good Industry Practice	using standards, practices, methods and procedures and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.
Implied Terms	All clauses, warranties and other terms (including customer purchase terms provided before or after the Effective Date) which are not set out in the Agreement and might have effect between the Partes or be implied or incorporated into the Agreement or any collateral contract whether by trade, custom, course of dealing, Applicable Law or otherwise, including any implied clauses, warranties or other terms as to satisfactory quality or fitness for purpose or that any Material will be accurate or complete or that the use of any Material will be uninterrupted or error-free.
Incident	an issue with the Products that interrupts the current mode of operation and/or business processes of the Customer.
Installation Address	the address where the Customer chooses to install the on premise edition of the Product (as provided to Embridge from time to time). In the absence of any such address being provided by the Customer, the Installation Address shall be taken to mean the Customer's registered office address as provided in the Order Form.
Integration Development	activities (usually delivered as Professional Services) involving the development of capability that is intended to create an interface between the Products and any third party system or solution.
Intellectual Property Rights or "IPRs"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks (or trademarks) and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Loss	all losses, costs, expenses, damages, indemnities, penalties, fines, judgments, demands, fees, injuries/depletions and liabilities (including damages or compensation paid on legal advice to compromise or settle any Claim, and reasonable legal costs or expenses).
Managed Application Services	delivery of Embridge Professional Services on an annual or monthly charging basis to assist Customers in the application management of a specific Product.
Minimum Term	in relation to the purchase of a Product or Services subject to a Minimum Term, the minimum term set out in the Order Form for which the Customer commits to the purchase of the applicable Product or Service and runs from the Billing Start Date. In the absence of any agreement to the contrary in the Order Form, the default "Minimum Term" shall be three (3) years (or 36 months).
Non-Embridge Applications	all applications, products and/or services whether online or offline used or accessed by the Customer that do not form part of the Products or Services provided by Embridge or its Third Party Providers.
Order Form	any ordering document (including order form, statement of work, quote or other document) executed by an authorised signatory of each Party for the provision of Products and Services subject to the terms of the Agreement. The term "Order Forms" shall be construed accordingly.
Party	each of the Parties to the Agreement and the term "Parties" shall be construed accordingly (as referring to both of them).
Personal Data	any information relating to a Data Subject and that is provided by Customer or any of its Affiliates or Personnel.
Personnel	any persons employed or engaged by Embridge or the Customer (as appropriate).
Policy Documentation	Embridge's or its Third Party Provider's or sub-suppliers' additional documentation and information containing established policies and/or procedures and/or information relating to the Products and/or Services purchased by the Customer, as applicable (which for Unit4 Products and Services is available here: www.unit4com/terms).
Prevailing Rates	Embridge's prevailing rates for Products and/or Services as may be provided to the Customer by Embridge from time to time.
Privacy Policy	Embridge's or its Third Party Provider's privacy policies relating to the Products and/or Services purchased by the Customer, as applicable (which for Unit4 Products and Services is available here: www.unit4com/terms).
Proactis Products and Services	Third Party Products and Third Party Services provided by Proactis Limited.
Process / Processing	any operation or set of operations that is performed with Personal Data, whether or not by automatic means, such as but not limited to collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
Products	(as applicable) any Embridge Products and/or Third Party Products.
Professional Services	any or all of the following services: general consultancy; implementation consultancy; installation services; project management services; technical assistance; data migration; design; addressing issues and faults; development of software; scheduled training; customised training courses; production of documents or related materials; or any other time based activity.
Project	a defined piece of work comprising Professional Services usually to implement or upgrade an Embridge Product or Third Party Product.
Receiving Party	in relation to the disclosure and receipt of Confidential Information, the Party and/or its respective Affiliates receiving the Confidential Information from the Disclosing Party.
Reference Index	the Consumer Prices Index (as published by a recognized authority i.e., Government, National Statistics Office or Central Bank) in the Territory.
Release	a new iteration of a Product that is made available to the Customer
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 where no alternative method of system operation or workaround is possible, confirmation that an application error has been identified and logged for error correction either with the Embridge R&D team or with the Third Party Provider's R&D organization (as relevant). Errors will be categorised and, reasonable endeavours will be used by Embridge or the Third Party Provider (as relevant) to provide a solution in accordance with their own priority levels and designated outcomes.

Renewal Date any anniversary of the Billing Start Date.

Services (as applicable) any Embridge Services and/or Third Party Services.

Service Terms (as applicable) any Embridge Service Terms or Third Party Terms.

Service Description the applicable Service Description describing the delivery of the cloud service in relation to a Product (which for Unit4 Products and Services is available here: www.unit4.com/terms and for Proactis is their document entitled Hosting Service Terms as amended by a Schedule of Variation thereto)

Service Level Agreement (or SLA) the SLA (as applicable), being the KPIs applicable to the Products which are appended to the Embridge Customer Support Terms

Service Request a request by the Customer to change the parameters of Customer's existing Product Configuration or a request for assistance in both cases that are not covered under Customer's standard support package.

Significant Revision a significant revision to a Product, such that it resembles a new software product or a greatly enhanced version of the product, which a Third Party Provider may choose to name consistently with the previous one.

Software Licence a long term licence to Use the Products set out in an Order Form.

Software Subscription an annual subscription licence to Use the Products as set out in an Order Form.

Solution Description where available and published for Third Party Products and Services (which for Unit4 Products and Services is available here: www.unit4.com/terms or www.unit4.com/service-descriptions) the solution description setting out a description of the functionality of the specific Product or Service or (alternatively) functional sheets or specifications / solution descriptions provided by Embridge from time to time.

Specification the Solution Description for the applicable Product or Service (where there has been a documented tender process) the functionality set out in Embridge's response to tender as modified by any subsequent clarification documentation provided by Embridge to the Customer.

Statement of Work a document that is agreed between the Parties relating to the delivery of Professional Services which sets out (i) the tasks and deliverables of both Embridge and the Customer in relation to a particular Project (ii) the charges payable by the Customer to Embridge for completion of the scope of work comprising the Embridge tasks and deliverables; and (iii) any assumptions and qualifications made by Embridge in reaching and agreeing those charges.

Statistical Data the aggregated and statistical data (or any analysis thereof) derived from the provision of any Product and/or Service, including, without limitation, the number of records stored, the number and types of transactions, configurations and reports processed in the Product.

Support Terms as applicable, additional terms that apply to Embridge Customer Support and the Third Party Customer Support.

Taxes any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.

Term the term of the Agreement.

Territory where Embridge has its registered office address.

Third Party Provider a provider of Third Party Products and/or Third Party Services.

Third Party Customer Support the support services provided by a Third Party Provider in relation to any Product in accordance with their standard support terms and which are provided to Embridge

Third Party Services any Third Party Provider cloud services, support services, consulting services or other services provided by a third party subject to the terms of the Agreement.

Third Party Products any Third Party Provider proprietary software products that are delivered to the Customer under a direct licence from Embridge.

Third Party Terms (also referred to as "Terms of Use") any specific third party terms and conditions that apply to the delivery of any Third Party Products or Third Party Services including any relevant Support Terms, Fair Usage Policy, SLA, Service Description, Solution Description or EULA (in the case of Proactis as amended by a Schedule of Variation thereto), applicable Policy Documentation as may be updated from time to time and are provided on request.

Usage Limit the limit on usage by the Customer of the relevant Product or Service. This may include limits and/or restrictions on (inter alia) allocated cloud storage, API calls, concurrency and Transactions (each as set out in the applicable Service Description or Fair Usage Policy).

Unit4 Products and Services Third Party Products and Third Party Services provided by Unit4 Business Software Limited.

Update a scheduled revision of a Product issued at greater frequency than a Release, which contain corrections to errors in the Product and or contains small functional enhancements to the Product.

Use any and all use of and/or access to the Products or Services whether such use or access is direct or indirect, and of whatever nature including, but not limited to, multiplexing, pooling or through any API connection access.

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

User Acceptance Tests user acceptance tests defined (within a reasonable timeframe) by the Customer and in agreement with Embridge to test the compliance of the Products and Services with the Specification, or in the absence of a Specification the Documentation, to ensure that the Products or Services will deliver the functionality set out in the Specification in all material respects.

Volume Metric a specific volume metric or unit of measure e.g., FTE employee, student or type of user (FTE employees in the case of Unit4 Products and Services being calculated in accordance with the Fair Usage Policy);