



arcus global

Arcus

**Terms & Conditions applicable to Products and Services under G-Cloud
15 Framework Ref: RM1557.15**

LOTs 1a, 2a, 2b and 3

Terms to be added as Special Terms to Schedule 6 of the Framework - Call Off Order Form

Arcus Global G-Cloud 15 pricing is dependent on the following Clauses from the Arcus Global Supplier Terms being added as Special Terms to Order Form - Schedule 6 of the Framework Ref: RM1557.15. This is done to make sure that the Clauses listed below rank above the CCS General Terms of the Framework RM1557.15 in the order of precedence as described in the Order Form.

Clause 3 - Customer Responsibilities
Clause 6 - Intellectual Property Rights
Clause 10 - Termination

Limitation of Liability is set at 125% of the annual charges payable to Arcus Global Limited under the Call-off contract
There are no SLA credits or penalties

Arcus Global – General Terms

1

Definitions and interpretation

1.1 In this Agreement the following words and phrases shall have the following meanings:

1.1.1 **"Access Requirements"** means the access requirements set out in the Order Form;

1.1.2 **"Agreement"** has means a contract between the Customer and Arcus Global on the terms of the Order Form, the Arcus Global Terms (as set out in clause 2.1 below) and (where applicable) the Framework Terms;

1.1.3 **"Arcus Global Product"** means the Arcus Global software set out in the Order Form;

1.1.4 **"Arcus Global Terms"** means these Arcus Global General Terms and (where applicable under the Order Form) the attached Professional Services Terms, Products Terms, Resale Terms and Support Terms;

1.1.5 **"Charges"** means the Professional Services Charges, Product Charges and Support Charges (as applicable);

1.1.6 **"Claim"** means a claim brought against the Customer that the normal use or possession of the Products or the Documentation in accordance with this Agreement infringes a third party's copyright;

1.1.7 **"Customer Data"** means all data held in the Product and belonging to the Customer and/or its licensors;

1.1.8 **"Customer Failure"** means a breach by the Customer of any Customer Responsibilities, and shall be considered Authority Cause for the purposes of Clause 5 of the CCS General Terms of the RM1557.15 Framework;

1.1.9 **"Customer Responsibilities"** means the responsibilities of the Customer set out in this Agreement;

1.1.10 **"Confidential Information"** means any information which is designated by the party disclosing it to be confidential (including, in respect of Arcus Global, the Products and the Documentation);

1.1.11 **"Contract Year"** means each period of 12 months starting on the date of this Agreement or an anniversary of the date of this Agreement;

1.1.12 **"Data Tools"** means tools, processes and applications including reporting tools, business intelligence applications, machine learning models, data discovery, ETL processes, and predictive analytics;

1.1.13 **"Deliverable"** means a deliverable provided by Arcus Global under this Agreement, including the deliverables set out in the Order Form;

1.1.14 **"Derived Data"** data generated from Customers' use of the Products, such as metadata, performance reports, usage logs and similar data, derived via data analytics tools. Derived Data will not contain any Personal Data.

1.1.15 **"GDPR"** means the General Data Protection Regulation (GDPR) as it applies in the UK, tailored by the Data Protection Act 2018;

1.1.16 **"Documentation"** means any instruction manuals and other information associated with the Products which may be provided by Arcus Global to the Customer, whether in electronic form or otherwise;

1.1.17 **"Framework Terms"** means the terms of CCS General Terms of the RM1557.15 Framework;

1.1.18 **"Licence Restrictions"** means the licence restrictions for a Product set out in the Order Form;

1.1.19 **"Minimum Term"** means the period set out in the order form excluding any optional extensions;

1.1.20 **"Order Form"** means an order form executed by Arcus Global and the Customer including any reference appendixes or schedules defined as Schedule 6 under CCS General Terms of the RM1557.15 Framework;

1.1.21 **"Personal Data"** means personal data (as defined in the GDPR) processed by Arcus Global on behalf of the Customer under this Agreement;

1.1.22 **"Product"** means a Arcus Global Product and/or Third Party Product as appropriate;

1.1.23 **"Product Charges"** means the charges for the Products and Services set out in the Order Form;

1.1.24 **"Project Plan"** means any project plan set out or referenced in the Order Form and agreed by both Parties.

1.1.25 **"Professional Services"** means the professional services set out in the Order Form;

1.1.26 **"Professional Services Charges"** means the charges for the Professional Services set out in the Order Form;

1.1.27 **"Renewal Period"** has the meaning in respect of each Product set out in the Order Form;

1.1.28 **"Services"** means the services provided by Arcus Global under this Agreement, including (where applicable) the provision of access to the Products and/or the Third Party Products, the Professional Services and/or the Support Services;

1.1.29 **"Service Definition Document"** means the service description and service definition applicable to relevant product or service under the Framework.

1.1.30 **"Support Services"** means the support services set out in the Order Form;

1.1.31 **"Third Party Product"** means the third party software set out in the Order Form;

1.1.32 **"User"** means an employee of the Customer who is permitted to use the Products;

1.1.33 **"Warranty Period"** means a period of 90 days commencing on the earlier of (i) the date that the Product is first delivered to the Customer; and (ii) the date that the Customer first accesses or uses the Product; and

1.1.34 **"Working Days"** means Monday to Friday excluding bank and public holidays in the UK;

1.2 In this Agreement:

- 1.2.1 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time;
- 1.2.2 the words “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.3 the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.4 references to this Agreement are references to this Agreement as amended from time to time.

2 **Status**

- 2.1 Each Order Form constitutes a separate contract subject to the Arcus Global Terms in accordance with the order of precedence of terms as defined by the Framework.
- 2.2 This Agreement will become binding on Arcus Global only from the date that the Order Form is signed by an authorised representative of Arcus Global.
- 2.3 The terms of this Agreement will apply notwithstanding any terms attached to any purchase order or otherwise provided to Arcus Global by the Customer.
- 2.4 If there is any conflict between the Order Form, the Arcus Global Terms and/or the Framework Terms, the order of precedence defined by the Framework will apply.

3 **Customer Responsibilities**

- 3.1 The Customer shall:
 - 3.1.1 provide all cooperation reasonably required by Arcus Global in the provision of the Products or Services, including access to information, staff, systems and locations.
 - 3.1.2 comply with any Customer Responsibilities set out in the Order Form, relevant Service Definition Document and Service Description in accordance with any timeframes for such Customer Responsibilities (including in any Project Plan).
 - 3.1.3 Failure to comply with Customer Responsibilities in a timely manner, or failure to notify Arcus Global within notice periods specified in the Project Plan or Arcus Global project policies may result in changes to the Project Plan and additional Charges and will constitute a Customer Failure.
- 3.2 If there is a Customer Failure then without prejudice to any of Arcus Global's other rights and remedies it:
 - 3.2.1 shall be granted an extension of time in respect of any timeframes agreed by the parties based on the period of delay caused by the Customer Failure;
 - 3.2.2 shall not be deemed to be in breach of this Agreement where the Customer Failure causes Arcus Global to breach this Agreement; and
 - 3.2.3 may charge the Customer for any reasonable additional costs or expenses it incurs as a result of the Customer Failure.

- 3.3 Arcus Global may, on reasonable notice, visit any premises in which the Customer is using or accessing the Products to determine whether the use of the Products by the Customer complies with this Agreement. The Customer shall grant Arcus Global such access to its premises and to its IT equipment (including Customer orgs or other environments) as is required to enable Arcus Global to verify that the Customer is complying with this Agreement.

- 3.4 Unless specifically agreed in writing, Customer will not, and will ensure that its end users, agents or 3rd parties under its control:

- 3.4.1 copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, export or move to another org. or otherwise attempt to extract any or all of the source code, objects, apex classes, data schemas, fields or logic contained in the Products or Services, whether these are contained within managed or unmanaged packages or within customer org (except to the extent such restriction is expressly prohibited by applicable law);

- 3.4.2 sub-licence, transfer or distribute any or all of the Products or Services;

- 3.4.3 sell, resell or otherwise make the Products or Services available as a commercial offering to a 3rd party or

- 3.4.4 access or use the Services: (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Charges

- 3.5 The Customer must inform Arcus in writing within 30 days of any usage of Arcus Products or Services in excess of volumes described in this Agreement. Arcus Global reserves the right to apply charges retrospectively for any such additional usage of Arcus Products or Services at any time during this Agreement.

4 **Payment and payment terms**

- 4.1 Arcus Global will invoice the Customer for Charges in accordance with the timeframes set out in the Order Form.

- 4.2 The Customer shall pay Charges invoiced by Arcus Global in accordance with clause 4.1 above within 14 days of the date of the invoice.

- 4.3 If the Customer does not pay any Charges within 14 days of the date of the invoice, Arcus Global may:

- 4.3.1 suspend provision of all or any of the Services or the Customer's access to the Products; and/or

- 4.3.2 charge interest at a daily rate on all sums outstanding until payment in full is received whether before or after judgement at a rate of 3% above the base lending rate of Barclay's Bank plc from time to time. Arcus Global reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

- 4.4 The Customer shall be responsible for any applicable sales, use or value added taxes arising out of or in connection with this Agreement, other than UK corporation tax arising in respect of Arcus Global's income or profits. All payments due are expressed exclusive of UK Value Added Tax, which will be invoiced in addition where applicable.

- 4.5 The Customer shall reimburse Arcus Global for any reasonable travel and out-of-pocket expenses it incurs in the course of providing the Services.

4.6 Arcus Global may increase the Charges at the point of expiry of the Minimum Term and every 12 months thereafter. The prices shall be adjusted to the latest framework list price, or escalated by 7% per annum.

4.7 Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Products or Services has decreased from the prior term may result in re-pricing at renewal without regard to the prior term's per-unit pricing. The revised Charges shall take effect at contract renewal.

5 **Warranties**

5.1 Each party warrants that it has full capacity and authority to enter into and perform this Agreement.

5.2 Arcus Global warrants that the Products will during the Warranty Period under normal use conform in all material respects with the functionality outlined in the Documentation. If the Customer notifies Arcus Global in writing of any material failure of a Product so to conform during the Warranty Period, Arcus Global shall at its own expense and sole option either correct any demonstrable failure in the Products within a reasonable time or upon return of the Product (where applicable) and the related Documentation provide or authorise a refund of the relevant Product Charge to the Customer. This shall be the Customer's sole remedy against Arcus Global for any fault with the Products or failure of the Products to conform with the functionality outlined in the Documentation.

5.3 Arcus Global warrants that it will provide the Services with reasonable skill and care and that the Services will be of a professional quality conforming to generally accepted computer service industry practices. The Customer shall notify Arcus Global of any failure to comply with this warranty within 90 days of the provision of the relevant Services. The Customer's sole remedy against Arcus Global for any such failure shall be to require Arcus Global to correct such failure free of additional charge and within a reasonable time.

5.4 Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing or otherwise (including about quality, performance or fitness or suitability for purpose) in respect of the Products, the Documentation and the Services are excluded to the fullest extent permissible by law.

6 **Intellectual Property Rights**

6.1 Arcus Global owns, or is licensed to use, all copyright and other intellectual property rights in the Products and the Documentation.

6.2 Arcus Global will own any Intellectual Property Rights it creates in the course of providing the Services (including any Intellectual Property Rights in Deliverables). Any modifications or customisations to Arcus Global Products made in the course of the Services will be licensed to the Customer on the relevant Arcus Global Product Terms.

6.3 Save as expressly set out in this Agreement, the Customer does not acquire any rights in the Products or Services.

6.4 Arcus Global warrants that the use of the Products and the Documentation in accordance with this Agreement will not infringe any third party's copyright.

6.5 Subject to clauses 6.6 and 6.7, if there is a Claim, Arcus Global shall indemnify the Customer against any damages that are awarded to be paid to such third party in respect of such Claim provided that the Customer:

6.5.1 notifies Arcus Global of the Claim in writing as soon as reasonably practicable and in any event within 30 days of becoming aware of the Claim;

6.5.2 does not make any admission of liability or compromise or agree any settlement of the Claim without Arcus Global's prior written consent and does not otherwise prejudice the defence of the Claim;

6.5.3 gives Arcus Global, or such person as Arcus Global directs, immediate and complete control of the conduct or settlement of all negotiations and litigation arising from the Claim; and

6.5.4 on payment of its reasonable costs, gives Arcus Global, and other third parties as Arcus Global directs, all assistance reasonably required with the conduct or settlement of any such negotiations or litigation.

6.6 Arcus Global shall have no liability for any claim of infringement based on the use of a superseded or altered release of a Product if the infringement would have been avoided by the use of a current unaltered release of the Product which Arcus Global provides to the Customer.

6.7 If a Claim is brought, Arcus Global shall have the right in its absolute discretion and at its own expense:

6.7.1 to procure the right for the Customer to continue using the Products and/or the Documentation in accordance with the terms of this Agreement;

6.7.2 to make such alterations, modifications or adjustments to the Products and/or the Documentation so that they become non infringing; or

6.7.3 to replace the Products and/or the Documentation with non-infringing software and/or documentation.

6.8 If Arcus Global is unable to resolve a Claim by taking one of the actions under clause 6.7 Arcus Global may terminate this Agreement upon repayment to the Customer of the relevant Product Charges (less a reasonable deduction, determined by Arcus Global, in respect of any use of the Product made by the Customer). Any such payment such right shall be the Customer's sole and exclusive remedy under this Agreement in respect of the Claim.

6.9 If there is any claim attributable to the use or possession by the Customer of the Products and the Documentation other than in accordance with this Agreement, the provisions of clauses 6.4 to 6.8 shall not apply and Customer shall indemnify Arcus Global against all liabilities, costs and expenses which Arcus Global incurs as a result of the claim.

7 **Customer Data**

7.1 The Customer Data, including Personal Data will remain the property of the Customer and/or its licensors and, The Customer shall own all right, title and interest in and to all the Customer Data and shall have sole responsibility for its legality, reliability, integrity, accuracy and quality.

7.2 Save Arcus Global's right to access and use the Customer Data pursuant to provisions in this clause 7, Arcus Global will not acquire any right in or title to the Customer Data.

- 7.3 In the course of providing Products and Services to the Customer, Arcus Global may:
- 7.3.1 track and analyse the Customer's and any Customer end user's use of the Products and Services for the purposes of security and to help Arcus Global to improve the Products and Services.
- 7.3.2 use Data Tools that analyse Customer Data and Derived Data for the purposes of creating multi customer aggregated reports and trend data, data for future automation, AI training or machine learning. The Customer hereby agrees to this use and analysis.
- 7.4 Arcus Global will own all rights and title to Derived Data in and to the output of any analysis, including all related metadata and know-how.
- 7.5 Arcus Global's use of the Data Tools pursuant to clause 7.3.2 above will not involve any access to and/or use of Personal Data and, accordingly, the Derived Data will not contain any Personal Data.

8 Limitation of liability

- 8.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from the negligent act of one party or for liability for any fraudulent misrepresentation by either party.
- 8.2 Subject to clauses 8.1, and 8.3, the liability of Arcus Global to the Customer for direct loss in contract, tort or otherwise arising out of or in connection with this Agreement, the Customer's use of the Products or the Documentation and/or the Services shall be limited in aggregate during each Contract Year to the greater of £1,000 and the total Charges paid by the Customer to Arcus Global during the relevant Contract Year.
- 8.3 Subject to clause 8.1, in no circumstances shall Arcus Global be liable to the Customer in contract, tort, negligence, breach of statutory duty or otherwise in respect of any of the following arising out of or in connection with this Agreement or the Customer's use of the Products or the Documentation or the Services:
- 8.3.1 loss of profits, anticipated savings, revenue, goodwill or business opportunity;
- 8.3.2 loss or corruption of or cost of restoration of data or for use of any results obtained by use of the Products;
- 8.3.3 any indirect, consequential, financial or economic loss or damage, costs or expenses;
- 8.3.4 loss of availability arising out of or in connection with the Products or Services or otherwise under, in connection with or in relation to this Agreement; or
- 8.3.5 loss of access to the Products due to the failure by the Customer to comply with the Access Requirements.
- 8.4 If any of the limitations on Arcus Global' liability under this Agreement are adjudged to be unreasonable in the circumstances, then such limitation shall be increased to the amount that Arcus Global can recover from its insurer for the loss in question.

- 8.5 The payments due under this Agreement have been negotiated and agreed on the basis that the parties may exclude or limit their liability to each other as set out in this Agreement. The parties each confirm that they will themselves bear or insure against any loss for which the other party has limited or excluded liability under this Agreement.

- 8.6 Arcus Global shall bear the cost of complying with all legislation and any amendments thereto. In the event that a change in legislation necessitates a material change to the performance of this Agreement and provided that such change could not have reasonably been foreseen by Arcus Global at the date of the Agreement the Parties shall enter into negotiations in good faith to make such adjustments to the Charges as may be necessary to compensate Arcus Global for any additional costs as are both reasonably and necessarily incurred in accommodating such changes..

9 Term

- 9.1 This Agreement shall commence on the date specified on the Order Form and shall continue until the expiry or the Minimum Term and any applicable extensions or the termination or expiry of all Products and Services specified in the Order Form (whichever is longer), unless terminated in accordance with Clause 10 below or Clause 13 (Ending the Contract or Subcontract) of the Framework..

- 9.2 Entire Agreement: This auto-renewal clause, along with the rest of the Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written.

10 Termination

- 10.1 This agreement may be terminated in accordance with Clause 13 of the Framework general terms.
- 10.2 Licence fees and Product Charges payable under this agreement (together with applicable discounts offered) are calculated based on the full duration of the Minimum Term.
- 10.3 If the Customer terminates the contract in accordance with Clause 13.2.2 of the Framework - "Ending the Contract without a reason", or Arcus Global terminates the contract under Clause 13.5.1 (non payment), the full Product Charges for the full duration of the Minimum Term will be payable.
- 10.4 The parties agree that Product Charges for the full Minimum Term of the contract shall be treated as unavoidable Losses for the purposes of Clause 13.5.3
- 10.5 Upon termination or expiry of this Agreement all licences granted under this Agreement shall immediately terminate.
- 10.6 Termination of this Agreement shall not relieve the Customer of its obligation to pay any Charges that have accrued or would have accrued prior to the expiry of the Minimum Term.
- 10.7 Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law.
- 10.8 Following termination of this Agreement (by either party for whatever reason) the Customer shall:

10.8.1 within seven days at Arcus Global's option, either return to Arcus Global or destroy all copies of the Products and Documentation in its possession and a duly authorised officer of the Customer shall certify in writing to Arcus Global that the Customer has complied with such obligation; and

10.8.2 as soon as reasonably practical ensure that all data (including the Personal Data) is removed or deleted from the Products. If the Customer does not remove or delete the data within [14 days], Arcus Global may remove or delete the data (and will have no liability for the loss of such data).

11 Confidentiality

11.1 Neither party shall during the term of this Agreement or for a period of five years after expiry or termination of this Agreement:

11.1.1 divulge or communicate to any person, company, business entity or other organisation;

11.1.2 use for its own purposes or for any purposes other than those of the other party; or

11.1.3 through any failure to exercise due care and diligence, cause any unauthorised disclosure of

any trade secrets or Confidential Information relating to the other party. These restrictions will cease to apply to any such information that becomes available to the public generally other than through a breach of a duty of confidentiality owed to the other party. Neither party shall be restricted from disclosing the Confidential Information or any part of it pursuant to a judicial or other lawful government order, but only to the extent required by such order and subject to the party obliged to comply with such order giving the other party as much notice of the terms of the order as may be reasonably practicable.

11.2 Nothing in this clause 11 shall prevent:

11.2.1 Arcus Global from disclosing the Products to any third party;

11.2.2 the Customer from disclosing the Products to the Users, provided that the Customer remains responsible for the Users' compliance with the obligations of confidentiality set out in this Agreement; or

11.2.3 Arcus Global from including the name of the Customer in its publicity materials to reference the Customer's use of the Products.

11.3 Arcus Global acknowledges that the Customer is a public authority for the purposes of the Freedom of Information Act 2000 and may be required to disclose information about this Agreement to enquirers in accordance with the provisions of that Act. The Customer shall, where possible, notify Arcus Global in writing of any requests it receives for Confidential Information relating to Arcus Global and shall discuss with Arcus Global prior to the disclosure of such information any exemptions that may apply to such Confidential Information.

12 Data Protection

12.1 The Customer is the data controller and Arcus Global is the data processor (each as defined in the GDPR) in respect of any Personal Data.

12.2 The Customer, as data controller, is responsible for compliance with the GDPR in respect of the Personal Data. The Customer shall obtain all consents and provide all

notices necessary to enable Arcus Global to receive and process the Personal Data for the purpose of providing the Services.

12.3 Arcus Global will:

12.3.1 process the Personal Data only on the instructions of the Customer as set out in this Agreement; and

12.3.2 put in place all reasonable technical and organisational security measures in respect of the Personal Data, as set out in this Agreement.

12.3.3 contract data sub-processors as required to deliver the Products and Services.

12.3.4 make available, upon request, the current sub-processors applicable to this contract

13 Bribery and corruption

13.1 The Customer shall:

13.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010;

13.1.2 have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clause 13.1.1 above; and

13.1.3 promptly report to Arcus Global any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this Agreement.

14 General

14.1 The failure or delay of Arcus Global to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time.

14.2 Neither party shall be liable for any delay in or for failure to perform its obligations under this Agreement, other than an obligation to make any payment due to the other party, if that delay or failure is caused by circumstances beyond the control of that party including fires, strikes, insurrection, riots, embargoes, or regulations of any civil or military authority.

14.3 The Customer shall not seek directly or through any third party to employ permanently or temporarily engage personnel who are supplying Services during the term of this Agreement or for six working months after termination or expiry of this Agreement. Any such approach shall result in payment by the Customer of damages including loss of revenue and expertise. As an agreed pre-estimate of damages, this sum shall be 6 working months of the standard price applicable to the person(s) affected and payable upon presentation of its invoice by Arcus Global.

14.4 This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes, cancels and replaces all prior agreements, licences, negotiations and discussions between the parties relating to it. The Customer acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in

respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into this Agreement. However, nothing in this Agreement will exclude either party's liability for any fraudulent statement or act.

or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

- 14.5 Both Parties agree that when entering into this Agreement they:
- 14.5.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 14.5.2 are confident that they can fulfil their obligations according to the Agreement terms
 - 14.5.3 have raised all due diligence questions before signing the Agreement
 - 14.5.4 have entered into the Agreement relying on their own due diligence
- 14.6 No variation of this Agreement shall be valid unless it is in writing and signed by an authorised representative of each of the parties.
- 14.7 The Customer shall not (without Arcus Global's prior written consent) assign this Agreement nor any of its rights or obligations under this Agreement nor sub-license the use of the Products or the Documentation. Arcus Global shall be entitled to assign this Agreement to another member of the Arcus Global group of companies and/or an assignee of Arcus Global's business. This Agreement shall be binding on any successors and assignees.
- 14.8 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement or operate to give any third party the right to enforce any term of this Agreement.
- 14.9 If any provision of this Agreement is held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 14.10 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand, sent by first class post to the address of the other party set out in this Agreement (or such other address as may have been notified in the Order Form) or sent by email to the address notified in the Order Form or from time to time. Any such notice or other document shall be deemed to have been served: if delivered by hand - at the time of delivery; if sent by post - upon the expiration of 48 hours after posting; and if sent by email - immediately unless the sender receives notice from the recipient that the email has not been received.
- 14.11 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.12 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute

Arcus Global – Professional Services Terms

1 **Definitions**

- 1.1 NOT USED

2 **Professional Services**

- 2.1 Subject to clause 2.2 below, Arcus Global will provide the Professional Services to the Customer.
- 2.2 Arcus Global will use reasonable endeavours to deliver any Deliverables to meet the Customer's requirements as set out in the Order Form. However, Arcus Global cannot warrant that the Deliverables will meet the Customer's business requirements or that they will deliver a particular output or result.

3 **Project Plan**

- 3.1 Arcus Global will use reasonable endeavours to meet any delivery dates set out in a Project Plan (including in respect of the delivery of any Deliverables). Time is not of the essence in respect of any of Arcus Global's obligations relating to the Professional Services.

4 **Acceptance**

- 4.1 The Customer shall be deemed to accept any Deliverables received from Arcus Global under this Agreement seven days after delivery.

5 **Payment**

- 5.1 The Customer shall pay the Professional Services Charges in accordance with the timeframes set out in the Order Form.

6 **Termination**

- 6.1 Either party may terminate the Professional Services by giving the other party not less than three months' notice in writing.
- 6.2 Termination of Professional Services under Clause 7.1 shall not relieve the Customer of its obligation to pay any Charges that have accrued or would have accrued prior to the expiry of the notice period.
- 6.3 If the Customer terminates Professional Services engagement before it is completed, Arcus Products or Third Party Products under this agreement may not be usable by the customer. In this case, the applicable Product Charges will remain payable in accordance with the terms of this Agreement.

Arcus Global – Product Terms

1 Definitions

1.1 In these Arcus Global Product Terms:

1.1.1 **"Malicious Code"** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

2 Licence

2.1 In consideration of payment of the relevant Product Charges, Arcus Global grants to the Customer a non-exclusive, non-transferable licence to use the Arcus Global Products for its internal business purposes.

2.2 The Customer's use of each Arcus Global Products shall be limited by the relevant Licence Restrictions. Where the Licence Restrictions limit the number of Users, objects, API calls, data volumes or other factors, the Customer shall ensure that all relevant Licence Restrictions are respected.

2.3 The Customer shall not sell any rights in respect of the Products to any third party or use the Products to provide services to any third party.

2.4 The Customer shall not copy, reproduce, merge, translate, disassemble, decompile, recompile or reverse engineer the Arcus Global Products or create derivative works based on the whole of or any part of the Arcus Global Products. The information necessary to achieve interoperability of the Products with other computer software programs is available from Arcus Global on request.

2.5 The Customer shall only modify the Products to the extent that the Order Form and/or Documentation expressly permit modification. If the Customer modifies the Products under this clause (whether by configuration, customisation or otherwise):

2.5.1 the Customer shall be solely responsible for such modifications; and

2.5.2 Arcus Global shall not be responsible for any adverse effect that such modifications have on the functionality or performance of the Products.

2.6 The Customer shall only incorporate the Products into other software to the extent that the Order Form and/or Documentation expressly permit the Products to be incorporated into other software. Where Products will be used with other software under this clause 2.7, the Customer shall ensure that it satisfies the Access Requirements.

2.7 Where access to Arcus Products requires use of 3rd party products (such as 3rd party platforms), the

Customer shall be responsible for purchasing such 3rd Party Products.

2.8 Customer usage of any Products is based on SFDC Platform shall be governed by applicable OEM and Reseller terms as expressed in https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/alliance-agreements-and-terms/OEM-Pass-Through-Terms.pdf and https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/alliance-agreements-and-terms/Reseller-Pass-Through-Terms.pdf and in Annex 1 on Page 15 below. The Customer acknowledges that these terms are deemed to be incorporated into this agreement by reference and SFDC is a third party beneficiary of these terms. In addition, any product licences named in the order form or defined as Products or Services shall be subject to Annex 2 - [Salesforce.com](https://www.salesforce.com) General Product Licence Restrictions.

3 Documentation

3.1 Arcus Global grants the Customer the right to possess and refer to the Documentation.

3.2 The Customer shall only use the Documentation for its internal business purposes and shall not make the Documentation available for use by any third party.

3.3 The Customer shall not copy the whole or any part of the Documentation, and shall not remove any trade mark, copyright or proprietary notices from the Documentation.

4 Access, delivery and installation

4.1 Arcus Global's only obligations in respect of enabling access to and/or the delivery and installation of the Arcus Global Products are set out in the Order Form as Professional Services.

4.2 To enable Arcus Global to provide the Professional Services in accordance with clause 4.1 above the Customer shall ensure that the Access Requirements in respect of each Arcus Global Product are met.

5 Customer Responsibilities

5.1 The Customer shall not in the course of using the Product access, store, distribute or transmit any Malicious Code or any material that:

5.1.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

5.1.2 facilitates illegal activity;

5.1.3 depicts sexually explicit images;

5.1.4 promotes unlawful violence;

5.1.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability;

5.1.6 in a manner that is illegal or causes damage or injury to any person or property; or

5.1.7 has an adverse effect on the functionality or availability of any infrastructure used by or on behalf of Arcus Global to host the relevant Product.

5.2 If the Customer breaches clause 5.1 above, Arcus Global reserves the right (without liability or prejudice to its other rights):

5.2.1 to disable the Customer's access to any material that breaches the provisions of this clause; and/or

5.2.2 to suspend the provision of the Services or the Customer's access to the Products.

5.3 The Customer shall comply with the Access Requirements applicable to each Product.

6 Payment

6.1 The Customer shall pay the Product Charges for the Arcus Global Products in accordance with the timeframes set out in the Order Form.

6.2 Where a Renewal Period applies to the Customer's use of any Arcus Global Product, the Customer shall pay the relevant Product Charges for each Renewal Period in accordance with the Order Form.

6.3 Licence fees will be invoiced 90 days prior to the start of the licence period.

7 Termination

7.1 The Customer may terminate Product licences by giving a minimum of 90 days notice prior to the expiry of the Minimum Term, for each relevant Product.

7.2 Arcus Global Products will continue to automatically renew by the Renewal Period unless terminated by the Customer giving a minimum 90 days notice prior to each Renewal Period.

Arcus Global – Resale Terms

1 Definitions

- 1.1 In these Arcus Global Resale Terms:
- 1.1.1 “**Third Party Terms**” means the licence terms in respect of a Third Party Product attached to the Order Form

2 Licence

- 2.1 In consideration of payment of the relevant Product Charges, Arcus Global either:
- 2.1.1 grants the Customer a licence to use the Third Party Products; or
- 2.1.2 shall procure the grant to the Customer by the relevant third party of a licence to use the Third Party Products.
- 2.2 The Customer's use of each Third Party Product shall be limited by the relevant Licence Restrictions. Where the Licence Restrictions limit the number of Users or restrict the Customer to use by named Users, the Customer shall ensure that only those Users use or access the Third Party Products and that usage is not shared with other users without Arcus Global's prior written consent.
- 2.3 The Customer's use of each Third Party Product is subject to the relevant Third Party Terms.
- 2.4 Where Third Party Products are procured by the Customer Directly, or where Third Party Product licence is sold to the customer under a separate agreement (or it's applicable charges are paid by the Customer separately from the Arcus Product Charges), licence for Third Party Product alone does not grant the customer the right to use Arcus Products, unless the Arcus Product Charges are also paid in full.

3 Access, delivery and installation

- 3.1 Arcus Global's only obligations in respect of enabling access to and/or the delivery and installation of the Third Party Products are set out in the Order Form as Professional Services.
- 3.2 To enable Arcus Global to provide the Professional Services in accordance with clause 2.1 above the Customer shall ensure that the Access Requirements in respect of each Third Party Product are met.

4 Hosting

- 4.1 Where Arcus Global uses third party hosting providers to provide hosting in respect of any Products, the terms of the relevant third party hosting provider will apply to such hosting (including any availability or other service level commitments). Such terms may be attached to or referenced in the Order Form.

5 Warranties

- 5.1 Arcus Global gives no warranty and accepts no liability in respect of the Third Party Products. The Customer's sole remedy for any defect with any Third Party Products shall be under the terms of the relevant Third Party Terms.
- 5.2 If there is any loss of or corruption of the Customer's data hosted by a third party, Arcus Global's sole responsibility will be to use reasonable endeavours to procure that the relevant third party reinstates or restores the relevant data.

6 Payment

- 6.1 The Customer shall pay the Product Charges for the Third Party Products in accordance with the timeframes set out in the Order Form.

- 6.2 Where Arcus Global purchases a Third Party Product on behalf of the Customer and uses a currency other than Pounds Sterling, the Customer shall bear the risk of any change in the exchange rate. Accordingly, Arcus Global reserves the right to change the Product Charges in respect of any Third Party Product to reflect any change in the applicable exchange rates.

7 Termination

- 7.1 Either party may terminate this Agreement in respect of any Third Party Product by giving the other party notice in writing equal to the Renewal Period applying to the relevant 3rd Party Product, Service, or the notice period specified in 3rd party terms and conditions..
- 7.2 Termination of Third Party Terms early does not relieve the Customer from paying the remaining Third Party Product charges.
- 7.3 Termination of Third Party Products required for accessing Products will not relieve the customer of the Product Charges, which will remain payable in accordance with this Agreement

Arcus Global – Support Terms

1 **Definitions**

- 1.1 In these Arcus Global Support Terms, the following words and phrases shall have the following meanings:
 - 1.1.1 **"Fault"** means a demonstrable fault, error or other problem in a Product that is capable of replication by Arcus Global;
 - 1.1.2 **"Support Hours"** means the support hours set out in the Order Form;
 - 1.1.3 **"Support Request"** means a request made by the Customer in accordance with clause 4 below for support in relation to the Products, including correction of a Fault; and
 - 1.1.4 **"Upgrade"** means all significant changes made to a Product, new features requiring changes to the code and testing, or work requiring senior employees of Arcus Global, including batch extracts, migration, integration, conversion and import/export, made available by Arcus Global to the Customer.

2 **Support Services**

- 2.1 Arcus Global shall provide the following Support Services during the Support Hours via a support portal, telephone or email, as appropriate:
 - 2.1.1 a support portal (which is the preferred reporting method), email and telephone helpdesk facility during Support Hours, for reporting new Faults and monitoring Arcus Global's progress against existing incidents;
 - 2.1.2 where there is a Fault, ensuring that an engineer provides an initial telephone or email response;
 - 2.1.3 using reasonable endeavours to provide a fix (or, where a fix is not possible, workaround) for each Fault with a reasonable time after receiving notice of the Fault; and
 - 2.1.4 active monitoring of the Services with a monthly report of Arcus Global's findings.
- 2.2 Arcus Global may in its entire discretion resolve a Fault by providing a bug fix, workaround, patch or other minor modification to the Products.
- 2.3 Arcus Global shall not be liable to provide Support Services where any Fault results from or is connected with:
 - 2.3.1 the failure of the Customer to comply with the relevant Access Requirements and/or any other Customer Failure;
 - 2.3.2 any improper use, operation or neglect of the Products by the Customer (including any use of the Products that does not comply with this Agreement, the Documentation and/or any other instructions provided to the Customer by Arcus Global from time to time);
 - 2.3.3 the Customer's failure to implement recommendations in respect of or solutions to Faults previously advised by Arcus Global; or
 - 2.3.4 any repair, adjustment, alteration or modification of the Products or maintenance of the Products by any person other than Arcus Global or its authorised agents without Arcus Global's prior written consent.
- 2.4 Arcus Global reserves the right:
 - 2.4.1 to refuse to respond to requests for Support Services made by any person who the Customer has not nominated as one of its support contacts in accordance with clause 5.1.1 below and if any such person makes a request for Support Services, Arcus Global shall be entitled to redirect that person to the Customer's nominated support contacts;
 - 2.4.2 to monitor requests for Support Services and levels of support requested and, if it is found that an excessive number of inappropriate requests for Support Services are being made to Arcus Global, to notify the Customer of that fact and either temporarily or permanently to stop providing Support Services to the Customer whereupon the Customer shall investigate the number of requests being made and the reasons for such

requests and Arcus Global may in its entire discretion assist the Customer to find out the reasons for the number of requests for Support Services and to reduce the number of such requests; and

- 2.4.3 to refuse to supply Support Services in respect of any alleged fault which could have been resolved by the Customer following any instructions set out in any related documentation provided by Arcus Global.
- 2.5 Arcus Global reserves the right to charge the Customer an additional sum (at the rates set out in the Order Form or, where not agreed, its standard rates for the provision of professional services) for the provision of support or other services in any of the following circumstances: namely, where:
 - 2.5.1 support or other services are provided in respect of any Fault resulting from or connected with any of the circumstances set out in paragraph 2.3;
 - 2.5.2 any assistance, support or other services are provided by Arcus Global in relation to any matter referred to in clause 2.4;
 - 2.5.3 performance of the Support Services is made more difficult or costly as a result of the Customer's failure to inform Arcus Global of a problem as soon as reasonably practicable;
 - 2.5.4 the Customer requests Arcus Global to perform the Support Services outside the Support Hours; or
 - 2.5.5 the Customer requests that Arcus Global provides the Support Services at any of its premises where the Products are being used.

3 **Upgrades**

- 3.1 From time to time, Arcus Global may make Upgrades available to the Customer.
- 3.2 Where Arcus Global makes available an Upgrade to the Customer, the Customer shall not be liable to pay additional Support Fees except where such Upgrade provides additional features in which case additional Product Charges may be payable.
- 3.3 Arcus Global may at its discretion make available minor upgrades (being any upgrade other than a major Upgrade) to the Customer free of any additional charge.
- 3.4 Following installation of any Upgrade, Arcus Global's obligation to provide the Support Services shall only extend to the Products incorporating the Upgrade and shall cease in respect of the Products without the Upgrade. The Customer shall not refuse any Upgrade necessary at Arcus Global's reasonable determination for the continued operation of the Products.
- 3.5 Any Upgrades made to the Products by Arcus Global form part of the Products.

4 **Submitting Support Requests and access**

- 4.1 The Customer may request Support Services by way of a Support Request.
- 4.2 Each Support Request shall include a description and the start time of the incident.
- 4.3 The Customer shall provide Arcus Global with:
 - 4.3.1 prompt notice of any Faults; and
 - 4.3.2 such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to Arcus Global in writing) remote access to the Customer system, as are reasonably necessary to assist Arcus Global to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

- 4.4 Save where agreed in advance by Arcus Global, all Support Services shall be provided from Arcus Global's office.
- 4.5 The Customer acknowledges that, to assess and resolve Support Requests, it may be necessary to permit Arcus Global direct access to the Customer's premises, system, files, equipment and personnel.
- 4.6 The Customer shall provide such access promptly, provided that Arcus Global complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working at the Customer's premises notified to Arcus Global.

5 Customer Responsibilities

- 5.1 The Customer shall:
 - 5.1.1 nominate in writing an appropriate number of appropriately technically qualified and experienced persons within its organisation who shall be the points of contact between Arcus Global and the Customer for all requests for Support Services and shall notify Arcus Global in writing at least 10 Working Days in advance of any changes made to such nominations;
 - 5.1.2 adequate information and written material to enable Arcus Global to recreate any Fault in respect of which the Customer requests the Support Services;
 - 5.1.3 procure that all Arcus Global's instructions are followed in relation to the Products;
 - 5.1.4 ensure that its infrastructure meets the Access Requirements;
 - 5.1.5 procure that the Products are operated only by competent users in a proper and skilful manner and in accordance with the terms of any licence for use and any related documentation;
 - 5.1.6 ensure that the relevant units of the Customer's computer hardware remain switched on and connected to the internet by a connection configured in accordance with any documentation related to the Products and permit Arcus Global to access and amend any information and data stored on them so that Arcus Global can provide the Support Services remotely and any necessary downloads can be completed;

- 5.1.7 take frequent and regular backups of all data and configuration information relating to the operation of the Products;
- 5.1.8 not permit anyone other than Arcus Global's authorised representatives to provide any support or maintenance services in respect of the Products; and
- 5.1.9 not use the Products or any part of it knowing it to be faulty without Arcus Global's knowledge and consent.

6 Service levels and service credits

- 6.1 Arcus Global shall use reasonable endeavours to comply with any service levels set out in the Order Form.
- 6.2 Where Arcus Global agrees in an Order Form to pay service credits in respect of any failures to comply with agreed service levels, such service credits will be the Customer's sole remedy for any such failures.

7 Payment

- 7.1 The Customer shall pay the Support Charges in accordance with the timeframes set out in the Order Form.
- 7.2 If the Customer at any time terminates this Agreement and subsequently seeks to purchase Support Services, Arcus Global shall be entitled to charge the Customer at its then current rates in respect of any period following such termination during which the Customer did not purchase Support Services.

8 Termination

- 8.1 Either party may terminate the Support Services by giving the other party notice in writing equal to the Renewal Period for the Product in respect of which Arcus Global is providing Support Services.
- 8.2 Termination of Support Services required for supporting Arcus Products will not relieve the customer of the Product Charges, which will remain payable in accordance with this Agreement.

Annex 1 - SFDC Terms of Use (Resellers) January 2024

SFDC TERMS OF USE (APPLIES TO RESELLERS)

These SFDC Terms of Use ("TOU") govern Customer's use of the Services, and are deemed incorporated by reference into the agreement between Customer and Reseller pursuant to which Reseller is reselling the Services to Customer.

1. DEFINITIONS

"Affiliate" means any entity that 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 control of more than 50% of the voting interests of the subject entity.

"Beta Services" means SFDC services or functionality that may be made available to Reseller or Customer to try at Reseller or Customer's option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content" means information obtained by SFDC from publicly available sources or third party content providers and made available to Customer through the Services or pursuant to an Order Form, as more fully described in the Documentation.

"Customer" means the entity that has contracted with Reseller to purchase subscriptions to use the Services, subject to the conditions of the TOU. Where Reseller is using the Services for its own purposes, Reseller shall be considered Customer.

"Customer Data" means any electronic data or information submitted by or for Customer to the Services, excluding Content and NonSFDC Applications.

"Documentation" means the applicable Service's Trust and Compliance documentation at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/>, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Marketplace" means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange located at <http://www.salesforce.com/appexchange>, Mulesoft Anypoint Exchange located at <https://www.mulesoft.com/exchange> or the Heroku Elements Marketplace located at <https://addons.heroku.com/>, and any successor websites.

"Non-SFDC Application" means Web-based, mobile, or offline software application functionality that interoperates with a Service, that is provided by Reseller, Customer, or a third party and/or is listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by Reseller or Customer, will be identifiable as such.

"Order Form" means the ordering document specifying the Services to be provided pursuant to the agreement between Customer and Reseller (which incorporates the TOU by reference), including any addenda, supplements, or additional product or quote special terms for the Services as required by SFDC.

"Reseller" means the entity that has contracted directly with SFDC to resell Services to its Customers and the entity that has contracted directly with Customer for the sale of a subscription to Services.

"SFDC" means the Salesforce company, as set forth in the "SFDC Entity" section below based on the Reseller's domicile.

"Services" means the products and services that are ordered by Reseller to resell to Customer under an order form between Reseller and SFDC or through online purchasing portal and that are made available online by SFDC including associated SFDC offline or mobile components, as described in the Documentation.

"Services" exclude Content and Non-SFDC Applications. For the avoidance of doubt, Services do not include any consulting, implementation or other professional services that may be offered by SFDC to Reseller or Customer.

"User" means an individual who is authorized by Customer to use a Service for the benefit of Customer, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, SFDC at Reseller's request), has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business.

2. USE OF SERVICES AND CONTENT

2.1. Subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.

2.2. Usage Limits. Services and Content are subject to usage limits specified in Order Forms or the Documentation. SFDC may share usage data about the Services by Customer and Users with Reseller to manage the provision of Services.

2.3. Customer Responsibilities Customer will (a) be responsible for Users' compliance with the TOU, Order Form terms, and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-SFDC Applications with which Customer uses Services or Content,

(c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SFDC or Reseller promptly of any such unauthorized access or use, and

(d) use the Services only in accordance with the TOU, the Documentation, the Acceptable Use and External Facing Services Policy and the Artificial Intelligence Acceptable Use Policy both available at <https://www.salesforce.com/company/legal/agreements>, Order Forms and applicable laws and government regulations, and

(e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in SFDC's judgment threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Services, however SFDC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.4. Usage Restrictions. Customer will not (a) make the Services or Content available to anyone other than Customer or Users, or use Services or Content for the benefit of anyone other than Customer or its

Affiliates, unless expressly stated otherwise in an Order Form or the Documentation,

(b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or Content, or include Services or Content in a service bureau or outsourcing offering,

(c) use the Services or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,

(d) use the Services or Non-SFDC Applications to store or transmit Malicious Code,

(e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein,

(f) attempt to gain unauthorized access to the Services or Content or their related systems or networks,

(g) permit direct or indirect access to or use of Services or Content in a way that circumvents a contractual usage limit, or use the Services to access or use any of SFDC's intellectual property except as permitted under the TOU, an Order Form, or the Documentation,

(h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof,

(i) copy Content except as permitted herein or in an Order Form or the Documentation,

(j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, and

(k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile Services or Content, or access it to

(1) build a competitive product or service,

(2) build a product or service using similar ideas, features, functions or graphics of the Service,

(3) copy any ideas, features, functions or graphics of the Service, or

(4) determine whether the Services are within the scope of any patent.

2.5. Removal of Content and Non-SFDC Applications.

If Customer receives notice that Content or a Non-SFDC Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, the Acceptable Use and External Facing Services Policy or the Artificial Intelligence Acceptable Use Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above or if in SFDC's judgment continued violation is likely to reoccur, SFDC may disable the applicable Content, Service and/or Non-SFDC Application until the potential violation is resolved. If requested by SFDC, Customer shall confirm such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if SFDC is required by any third party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer's access to Content through the Services.

2.6. Beta Services. From time to time, SFDC may make Beta Services available to Customer at no additional charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services Terms at <https://www.salesforce.com/company/legal/agreements/>.

3. NON-SFDC PRODUCTS AND SERVICES

3.1. Non-SFDC Products and Services. SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-SFDC provider, product or service is solely between Customer and the applicable non-SFDC provider. SFDC does not warrant or support NonSFDC Applications or other non-SFDC products or services, whether or not designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider.

3.2. Integration with Non-SFDC Applications. The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperability with the corresponding Service features in a manner acceptable to SFDC.

4. PROPRIETARY RIGHTS AND LICENSES

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, SFDC, its Affiliates, its licensors and Content providers reserve all rights, title and interest in and to the Services and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, the TOU and the Documentation.

4.3. License by Customer to SFDC. Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit and display any Non-SFDC Applications and program code created by or for Customer using the Services or for use by Customer with the Services, and Customer Data, each as necessary for SFDC to provide and ensure proper operation of, the Services and associated systems in accordance with the TOU and the Documentation. If Customer chooses to use a Non-SFDC Application with a Service, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperability of that Non-SFDC Application with the Service. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under the TOU in or to any Customer Data, Non-SFDC Application or such program code.

4.4. License by Customer to Use Feedback. Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royaltyfree, license to use and incorporate into its services any suggestions, enhancement, requests, recommendations, correction, or other feedback provided by Customer or its Users, relating to the operation of SFDC's or its Affiliates' services.

4.5. Federal Government End Use Provisions. SFDC provides the Services, including related software and

technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this TOU, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this TOU specifically granting those rights.

5. TERM AND TERMINATION

5.1. Termination and/or Suspension of the Services. Customer's use of the Services may be terminated and/or suspended, at SFDC's option, (a) upon 30 days notice from SFDC to Reseller and/or Customer of a material breach of the terms of the TOU, the Documentation or Order Forms by Customer or any User if such breach remains uncured at the expiration of such period or (b) upon 10 days notice from SFDC to Reseller and/or Customer if Reseller breaches its payment obligations to SFDC with respect to the Services subscriptions it is reselling to Customer in connection with the TOU. Customer's use of the Services may be immediately terminated and/or suspended, at SFDC's option, upon notice by SFDC to Reseller and/or Customer (unless SFDC determines that such notice may not be permitted under applicable law) if, in SFDC's good faith assessment, Reseller or Customer is in violation of applicable anticorruption laws and regulations or export and economic sanctions laws and regulations.

5.2. Termination of Reseller's Agreement with SFDC. Following any termination or expiration of Reseller's agreement with SFDC authorizing Reseller to resell the Services, each Customer subscription to the Services outstanding at the time of such termination or expiration ("Legacy Order") shall remain in effect until the end of its subscription term, and shall continue to be governed by the TOU, provided that Customer is not in breach of the TOU and SFDC has received all payments due in connection with such Legacy Orders. Except as provided herein, following a termination or expiration of Reseller's agreement with SFDC, SFDC is under no obligation to provide the Services directly to Customer, or to assume a direct contractual relationship with Customer.

5.3. Shared Orgs. Customer acknowledges that if the Services are provisioned in the same Org in which SFDC services purchased from SFDC and/or another third party are also provisioned, access to such Org may be suspended or terminated due to breach of the agreement governing such other SFDC services, and that in no case will any such termination or suspension give rise to any liability to Customer for a refund or other compensation.

5.4. No Refunds upon Termination. To the maximum extent permitted by applicable law, in no case will any termination, expiration, or suspension of the Services, the TOU, or Reseller's agreement with SFDC give rise to any liability of SFDC to Customer for refunds or damages.

6. WARRANTY DISCLAIMER

AS BETWEEN SFDC AND CUSTOMER, SFDC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. INDEMNIFICATION

Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party

- (a) alleging that the combination of a Non-SFDC Application or configuration provided by Customer and used with the Services infringes or misappropriates such third party's intellectual property rights or
- (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the TOU, the Customer's agreement with Reseller, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-SFDC Application provided by Customer (each a "Claim Against SFDC"), and will indemnify SFDC for any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by SFDC in writing of, a Claim Against SFDC; provided that SFDC:
 - (A) promptly gives Customer written notice of the Claim Against SFDC,
 - (B) gives Customer sole control of the defense and settlement of the Claim Against SFDC (provided that Customer may not settle or defend any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and
 - (C) provides to Customer all reasonable assistance, at Customer's expense.

8. NO LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES RELATED TO CUSTOMER'S PURCHASE OR USE OF THE SERVICES PURSUANT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL

9.1. SFDC Entity. The following section specifies the SFDC entity referenced in the TOU, depending on where the Reseller is domiciled. Any notices that SFDC is required to provide to customers under the Documentation shall be provided by SFDC to the Reseller or Customer as determined by SFDC in its sole discretion based on the circumstances and designated contact information for notices available to SFDC in the Services.

For Resellers domiciled in Europe, the Middle East, or Africa If Reseller is domiciled in: SFDC entity: Any country other than France, Germany, Italy, Spain, or the United Kingdom SFDC Ireland Limited, a limited liability company incorporated in Ireland

9.3. Anti-Corruption. Customer acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or anything of value from an employee or agent of SFDC or Reseller in connection with the Services.

9.4. Waiver. No failure or delay by SFDC in exercising any right under the TOU will constitute a waiver of that right.

9.5. Severability. If any provision of the TOU is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the TOU will remain in effect.

9.6. Further Contact. SFDC may contact Customer or Users regarding new and enhanced SFDC service features and offerings.

9.7. Third Party Beneficiary. The TOU are between Customer and Reseller; for the avoidance of doubt, SFDC is not a party to the TOU. SFDC is a third party beneficiary to the agreement between Customer and Reseller solely as it relates to the TOU, and SFDC is entitled to enforce and benefit from any term in the TOU.

9.8. Order of Precedence. With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between the TOU and any other terms or conditions in Customer's agreement or Order Form, the TOU shall prevail.

9.9. Titles and Headings. Titles and headings of sections of this TOU are for convenience only and shall not affect the construction of any provision of this TOU.

Annex 2 - [Salesforce.com](https://help.salesforce.com/s/?language=en_US) General Product Licence Restrictions

Important Note: The product restrictions and/or permissions set forth below may be contractual in nature (i.e. the functionality itself may not be disabled as a technical matter).

References to Documentation refer to information published at https://help.salesforce.com/s/?language=en_US and <https://developer.salesforce.com/docs> and other sources as may be created from time to time.

SFDC may review and/or audit use of this subscription through the SFDC Service and/or the OEM Services and provide the results of such audit to Arcus Global Ltd.

Arcus Global provisioned licences may only be used solely in combination with Arcus Global provisioned applications.

The Customer / Buyer may not create or access additional custom objects or install or use additional applications within Salesforce orgs that contain Arcus licences only without written permission. Any such permission will be subject to restrictions.

Licence specific restrictions

Licence Type ** NAMING MAY VARY PER SERVICE - SALESFORCE SKU TO BE CLARIFIED IN WRITING**	Corresponding Salesforce OEM SKU	SKU Specific Terms
Arcus Support Administrator	Government App Pack Force.com Embedded Plus Case Object Admin User	This user may only be used by Arcus Global staff and not by the Customer.
Customer Administrator User	Government App Pack Force.com Embedded Plus Case Object Admin User / Government Applications Force.com Embedded Plus Apps Admin User Subscription	An Admin User subscription is required per Customer Org and should be included in all initial Service Orders. One (1) Admin User subscription should be ordered for every 50 User subscriptions. If more than one (1) Admin User subscription is required, additional Admin User subscriptions are available for purchase. Pricing for this product is Per Admin User/Per Month. Admin User subscriptions can be used by the applicable Customer User only to configure and administer the OEM Services in support of such Customer's use of the Arcus Global applications. An Admin User subscription may not be used to access, distribute, or use any CRM functionality other than the Case Object . CRM functionality is defined as access to standard Salesforce objects through standard tabs, related lists in custom tabs, through the SFDC web services API or through reports and dashboards. Standard Salesforce objects include, without limitation, campaigns, leads, opportunities, cases, solutions and forecasts.
Standard User / Integration User	Government App Pack Force.com Embedded Plus Case Object User / Government Applications Force.com Embedded Plus Apps User Subscription	This User subscription may be used by the applicable Customer User to access the features and functionalities available through (i) Force.com Embedded Edition and (ii) access and use the following standard Salesforce object(s): Case ("CRM Object(s)")

Community Member	Government App Pack ISV Customer Community Member	Subscriptions to ISV Customer Community Member may not be purchased for use by Customer employees or other personnel of the Customer. Each ISV Customer Community Member subscription entitles the permitted number of member Users access to all such Communities within the same Org.
Community Login	Government App Pack ISV Customer Community Login	Subscriptions to ISV Customer Community Login may not be purchased for use by Customer's employees or other personnel of Customer. Each ISV Customer Community Login subscription entitles the Permitted Users access to all such Communities within the same Org up to the number of log-ins per month ordered. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the Documentation ("Permitted Users"). The ISV Customer Community Login product includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under "Quantity" above (the "Permitted Number of Monthly Logins") Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time.
Community Plus Member	Government App Pack ISV Customer Community Plus Member	Subscriptions to ISV Customer Community Plus Member may not be purchased for use by Customer's employees or other personnel of Customer. Each ISV Customer Community Plus Member subscription entitles the permitted number of member Users access to all such Communities within the same Org.
Community Plus Login	Government App Pack ISV Customer Community Plus Login	Subscriptions to ISV Customer Community Plus Login may not be purchased for use by Customer's employees or other personnel of Customer. Each ISV Customer Community Plus Login subscription entitles the Permitted Users access to all such Communities within the same Org up to the number of log-ins per month ordered. Salesforce will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the Documentation ("Permitted Users"). The pricing above for the ISV Customer Community Plus Login product includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under "Quantity" above (the "Permitted Number of Monthly Logins"). Notwithstanding anything to the contrary in the applicable Documentation, each such ISV Customer Community Plus Login subscription allows for a maximum of 10 API Requests per 24-hour period for an Org. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time.

Platform Encryption	Government App Pack Platform Encryption	Customer is responsible for creating its own customer-managed keys, which is/are used in conjunction with encryption keys created and managed by SFDC as described in the Documentation. Customer's customer-managed key is unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a customer-managed key, the encrypted Customer Data is irretrievable unless Customer has previously exported the customer-managed key and then imported such customer-managed key back into the Services. Customer is responsible for regularly backing up its customer-managed key and all Customer Data and storing them locally in a safe place. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY HEREUNDER TO CUSTOMER ARISING FROM CUSTOMER'S DELETION, DESTRUCTION OR MISPLACEMENT OF CUSTOMER'S CUSTOMER-MANAGED KEY(S). Use of Platform Encryption may restrict the functionality of Service features as further described in the Documentation.
Shield	Government App Pack Salesforce Shield	Customer is responsible for creating its own customer-managed keys, which is/are used in conjunction with encryption keys created and managed by SFDC as described in the Documentation. Customer's customer-managed key is unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a customer-managed key, the encrypted Customer Data is irretrievable unless Customer has previously exported the customer-managed key and then imported such customer-managed key back into the Services. Customer is responsible for regularly backing up its customer-managed key and all Customer Data and storing them locally in a safe place. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY HEREUNDER TO CUSTOMER ARISING FROM CUSTOMER'S DELETION, DESTRUCTION OR MISPLACEMENT OF CUSTOMER'S CUSTOMER-MANAGED KEY(S). Use of Platform Encryption may restrict the functionality of Service features as further described in the Documentation. Event Monitoring. Event Monitoring includes Event Monitoring Wave App, which may not be used to upload or access external data sets other than the one external dataset provided as part of the Event Monitoring Wave App subscription. Customer understands that the foregoing limitation is contractual in nature (i.e. it is not limited as a technical matter in the Services), and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable restriction. Event Monitoring Wave App is available in English only.
Data Mask	Government App Pack Salesforce Data Mask	In order to access the Salesforce Data Mask Service, Customer's system administrator must first install the managed package available at: https://sfdc.co/datamask-install. The Salesforce Data Mask Service is available in English only. Customer acknowledges that: (i) once the data obfuscation process utilized by the Salesforce Data Mask Service is completed, sandbox data cannot be unmasked; and (ii) Customer's Org configurations and customizations may affect the data

		obfuscation process, such that the Service may not completely obfuscate every data field in every case, as further described in the Documentation.
Partial Copy Sandbox	Government App Pack Sandbox, Partial Copy	As of the Order Start Date of this Order Form, the following terms shall govern all of Customer's existing Sandbox subscriptions, whether provisioned pursuant to this or another valid Order Form. Sandbox subscriptions are for testing and development use only, and not for production use. This product must be purchased in a ratio of one Sandbox User for each User of any other SFDC product allowing login access to the same SFDC Service instance. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify the Admin User for the SFDC Service Org from which the Sandbox was created (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, the Admin User for the SFDC Service Org may create a new Sandbox.
File Storage 1TB	Government App Pack File Storage - 1TB	This product can be resold by Partner and used by Customer solely in combination with the Arcus Shared Gov Partner Application. This product cannot be provisioned without a Platform Subscription purchased from Partner for at least one User per Customer Org. This product can be resold for use in net new SFDC Service Orgs only. Partner cannot resell this product for use in a Shared Org. Pricing for this product is Per Org/Per Month.
Additional Flow Entitlements	Government App Pack Additional Flow Entitlements	This product can be used by Customer solely in combination with the Arcus Shared Gov application. Customer's monthly subscription includes the following contractual usage limits: 10,000 executed flows with screens and 10 million executed flows without screens. Unused contractual usage limits are forfeited at the end of the monthly subscription period and do not rollover to subsequent months. Customer may purchase additional subscriptions, subject however to the limitations per Org set forth in the Documentation.
Full Copy Sandbox	Government App Pack Sandbox, Full-Copy	As of the Order Start Date of this Order Form, the following terms shall govern all of Customer's existing Sandbox subscriptions, whether provisioned pursuant to this or another valid Order Form. Sandbox subscriptions are for testing and development use only, and not for production use. This product must be purchased in a ratio of one Sandbox User for each User of any other SFDC product allowing login access to the same SFDC Service instance. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify the Admin User for the SFDC Service Org from which the Sandbox was created (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, the Admin User for the SFDC Service Org may create a new Sandbox.
Developer Pro Sandbox	Government App Pack Sandbox, Developer Pro	These Services may be subject to product specific terms below or otherwise referenced in the underlying agreement between Partner and SFDC regarding the Services purchased hereunder ("Agreement") and/or the Documentation at https://sfdc.co/ptd regarding such Services (collectively, "Product Terms"). For clarity, the Agreement takes precedence over the Documentation. Unless otherwise expressly agreed to in writing by Salesforce and Partner in the Agreement, Customer's use of these Services shall be governed by the Product Terms and the SFDC Terms of Use applicable to OEM Partners located at https://www.salesforce.com/company/legal/agreements/ ("SFDC Terms of Use"), and Partner shall abide by the Product Terms and is required to obtain Customer's agreement to the Product Terms and the SFDC Terms of Use.