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Terms and Conditions

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PART 1 – SERVICE ORDER FORM

PARTIES	TechnologyOne	Technology One UK Limited (Company Number 05234413) Fourth Floor Abbots House, Abbey Street, Reading, Berkshire, RG1 3BD
	Customer	[Insert Customer full company name, company number of insert address].

TERM	Commencement and Renewals	Commencement Date	The date the Customer signs this Service Order Form.	
		Initial Period	[] years from the [Commencement Date/insert date].	
		Rollover Period	The 12 month period commencing on expiration of the Initial Period, and each subsequent 12 month period commencing on an anniversary of that date.	
SERVICES	SaaS+	Provision of SaaS as further set out in Annexure A, and the SaaS+ Solution as further set out in Annexure B.		
	Additional Implementation Services	If applicable: the Customer agrees to purchase additional Implementation Services as set out in the Attachments to this Agreement		
	Application Managed Services	If applicable: the Customer agrees to purchase AMS as set out in SOW attached to this Agreement		
FEES	The Fees are (£GBP ex VAT):			
	SaaS+ Fee	The SaaS+ Fee is payable annually in advance for each year of the Term, on the Commencement Date and each Anniversary Date during the Term. The SaaS+ Fee will increase each year in accordance with clause 7(e) of Part 2- Standard Terms. The SaaS+ Fee includes fees for the SaaS and SaaS+ Solution.		
	Additional Implementation Services Fees	The Fees for additional Implementation Services are calculated on a time and materials basis, payable monthly in arrears. Any total figures provided here are estimates only.		Estimated (refer to SOW)
	AMS Fees	The AMS Fees for the AMS services to be set out in the relevant SOW and are payable in monthly in advance.		Refer to SOW

AGREEMENT	This Agreement is comprised of the following documents	Part 1: this Service Order Form (including Annexure A and Annexure B); Part 2: Standard Terms; Any other Statement of Work entered into from time to time; and Any other terms expressly incorporated by reference, including the: - Customer Support Guide; - SaaS Platform Services Guide; and - Third Party Product Terms (to the extent applicable).
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EXECUTION	In consideration for the Fees, the Customer agrees to purchase and TechnologyOne agrees to supply the Services in accordance with the terms of this Agreement.	
	TECHNOLOGYONE	CUSTOMER
	Signed: _____	Signed: _____
	Name: _____	Name: _____
	Title: _____	Title: _____
	Date: _____	Date: _____

Annexure A to the Service Order Form

The SaaS consists of the following:

1 SaaS

The SaaS consists of the provision of the SaaS Platform as a service for the Modules outlined in item 3, subject to the Use Restrictions in item 3, each as more fully described in the SaaS Platform Service Guide.

2 Description of TechnologyOne SaaS Platform

The SaaS Platform consists of:

- (a) the infrastructure required to host the Modules in the environments set out in the Use Restrictions table below;
- (b) infrastructure monitoring, support and maintenance of the SaaS Platform;
- (c) a dedicated database schema for data separation and privacy;
- (d) database refreshes as set out in the Use Restrictions table below;
- (e) a comprehensive anti-virus regime, including real-time scanning; and
- (f) storage space for the Modules as set out in the Use Restrictions table below, as further detailed in the SaaS Platform Service Guide.

3 Description of Modules to be made available by TechnologyOne as part of the SaaS

3.1 Modules

The SaaS includes provision of the following Modules identified in the table below, subject to the Use Restrictions.

MODULES	USE RESTRICTIONS	
	Number of Permitted Users	User Basis
MODULE GROUP - TechnologyOne [eg. Human Resources and Payroll]	Maximum of [insert number]	[Insert Named Users / Concurrent Users / EFTS/ Rateable Properties etc.]
MODULE GROUP - TechnologyOne [eg. Financials]	Maximum of [insert number]	[Insert Named Users / Concurrent Users / EFTS/ Rateable Properties etc.]
MODULE GROUP - TechnologyOne [eg. Supply Chain Management]	Maximum of [insert number]	[Insert Named Users / Concurrent Users / EFTS/ Rateable Properties etc.]

Note that the following are Third Party Products: Crystal Reports (contained in TechnologyOne's Financials, Supply Chain Management and core enterprise suite products); ScanWatcher (ScanWatcher, DragItIn); MapServer and Integrapp (Spatial/IntraMaps); BDO (contained in TechnologyOne's IFRS16 - Leased Assets); Tanda; Velpic and Tambla – which the Customer is granted access to subject to the applicable Third Party Product Terms.

NAMED USERS refers to the number of users individually identified within the system as having access to a particular module.

CONCURRENT USERS refers to the number of users logged onto the SaaS at any given time.

EQUIVALENT FULL TIME STUDENTS (EFTS) means the number of Full Time Equivalent students as reported by HESA on an annual basis.

The number of **FULL TIME EQUIVALENT EMPLOYEES** or **FTEs**, is determined as follows: $TPH \div WW \div 37.5$.

Where **TPH** means the total number of personnel hours recorded in the Customer's human resources and payroll system in a 12 month period (whether in relation to employees or contractors, directors, part-time, full-time or casual staff, regardless of whether they are currently on leave or in active employment). **WW** means the number of working weeks (Monday-Friday, including public holidays) in the relevant year. **37.5** is the average number of working hours in a week.

Where Modules are subject to a maximum number of FTEs/EFTS, the Customer is granted an **Enterprise Access Right**. An Enterprise Access Right allows the Customer to access that Module from an unlimited number of machines by an unlimited number of users (i.e. not restricted to certain named or numbered total users or concurrent users) within the Customer's organisation, subject to the restrictions set out in the Use Restrictions.

3.2 Additional Use Restrictions

In addition to the Use Restrictions for the Modules set out in the table above, the following Use Restrictions apply to the access and use of the SaaS:

Storage	1 TB
Environments	1 Production Environment & 1 Non-Production Environment
Additional Environments	0 Non-Production Environments
Backups	TechnologyOne will create back-ups of Customer Data as set out in the SaaS Platform Service Guide.
Database refreshes (per month)	A maximum of 1 database refresh per month

Note: The Use Restrictions set out in the above table do not apply to any Third Party Products.

3.3 Record keeping and Reporting

The Customer must notify TechnologyOne if it exceeds the Use Restrictions. TechnologyOne may carry out, or require the Customer to carry out, an assessment to verify the Customer's use of the SaaS and its compliance with the Use Restrictions. If the Customer has exceeded the Use Restrictions calculated in accordance

with this Annexure A, the Customer must pay an additional SaaS+ Fee from the date the Customer exceeds the Use Restrictions calculated in accordance with TechnologyOne's list price in effect at the applicable invoice date (on a pro rata basis for the applicable period). TechnologyOne will send an invoice to the Customer for the additional SaaS+ Fees and the Customer must pay the invoice within the applicable payment terms.

4 Support and Maintenance Services

Support and Maintenance Services for the Modules on the SaaS Platform will be provided as part of the SaaS.

5 Additional SaaS Platform Services

These can be inserted if they are applicable.

Annexure B to the Service Order Form

1 SaaS+ Solution

The SaaS+ Solution consists of the following:

SAAS+ SOLUTION OVERVIEW
SAAS+ IMPLEMENTATION APPROACH
SAAS+ PROJECT MANAGEMENT PLAN

2 Scope for the SaaS+ Solution

The scope of the SaaS+ Solution set out in item 1 of this Annexure B is only applicable to the extent the module is also referenced in item 3.1 of Annexure A. The scope of the SaaS+ Solution excludes any additional Implementation Services identified in item 1 of this Annexure B.

The fees for the SaaS+ Solution (excluding any additional Implementation Services) specified in this Annexure B are included in the SaaS+ Fee payable under the Agreement. The SaaS+ Fee is based upon provision of the SaaS+ Solution scope set out in item 1 of this Annexure B only, and, is contingent on the assumptions and exclusions as specified in item 1 of this Annexure B being accurate. If the Customer seeks additional products or services outside the SaaS+ Solution scope set out in item 1 of this Annexure B, these will be documented in a variation and implementation will be on a time and material basis, invoiced monthly in arrears, unless otherwise agreed between the parties in writing. If the assumptions set out in item 1 of this Annexure B are not met or prove to be incorrect, the parties may either agree to vary this Agreement as necessary, or, failing such agreement, TechnologyOne will deliver the SaaS+ Solution scope set out in item 1 of this Annexure B and charge for any requisite additional services / implementation activities resulting from the incorrect assumptions on a time and materials basis, invoiced monthly in arrears. Any additional Implementation Services will be on a time and material basis, invoiced monthly in arrears.

PART 2 – STANDARD TERMS**1. Provision of Services**

Subject to the Customer paying the Fees, TechnologyOne agrees to provide the Services for the Term in accordance with this Agreement.

2. Additional purchases

- (a) This Agreement is a master agreement, under which the Customer may increase the scope of the SaaS or purchase additional Services from time to time, as agreed with TechnologyOne in writing.
- (b) The Customer may purchase:
- (i) additional Implementation Services on a time and materials basis in accordance with a SOW agreed between the parties;
 - (ii) Application Managed Services in accordance with any SOW agreed between the parties;
 - (iii) additional Modules;
 - (iv) an increase in the scope of its Use Restrictions; or
 - (v) other services made available by TechnologyOne from time to time,
- by written agreement of the parties from time to time.
- (c) These Standard Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate (e.g. by including additional terms on any purchase order), or (to the extent permitted by law) which are implied by law, trade custom, practice or course of dealing.
- (d) If TechnologyOne commences additional Implementation Services at the request of the Customer before the SOW is agreed, the Customer must pay TechnologyOne monthly on a time and materials basis for the additional Implementation Services.

3. Access and Use of SaaS

- (a) Subject to the Customer's compliance with the Use Restrictions and the payment of Fees, TechnologyOne grants the Customer a non-exclusive, non-transferable, non-sublicensable right to allow its Permitted Users to access and use the SaaS and Documentation for the Customer's internal business purposes during the Term.
- (b) The SaaS will be made available in accordance with the Service Levels from the date it goes live in a production environment.
- (c) TechnologyOne agrees to ensure that Customer Data will be stored in the United Kingdom.
- (d) The Customer must:
- (i) perform its obligations and responsibilities under this Agreement;
 - (ii) not copy, decompile, modify or reverse engineer the SaaS;
 - (iii) use the SaaS only as permitted by this Agreement;
 - (iv) not engage in Prohibited Conduct or use, or permit others to use, the SaaS in breach of any applicable law;
 - (v) ensure only Permitted Users access and use the SaaS and that Permitted Users comply with this Agreement in their access and use of the SaaS;
 - (vi) comply with any Third Party Product Terms for any Third Party products made available as part of the SaaS; and
 - (vii) not resupply, sell or rent the use of, or results of the use of the SaaS to anyone outside its organisation.
- (e) The Customer agrees that TechnologyOne may suspend or reduce access to the SaaS without notice if the Customer does not comply with clause 3(d).
- (f) The Customer is responsible for obtaining and maintaining the hardware, software, telecommunications, systems and internet access reasonably necessary to receive and use the SaaS, including ensuring that each of these comply with any minimum requirements specified in the SaaS Platform Service Guide. The Customer acknowledges and agrees that it may not be able to access the SaaS and the SaaS may not function as intended if it does not comply with this clause.

4. Support and Maintenance Services and Updates/New Releases

- (a) As part of the SaaS+ Fee, TechnologyOne will provide the Support and Maintenance Services to support the SaaS for the Term.
- (b) TechnologyOne may:
- (i) make changes to the SaaS from time to time, including by making updates and centrally installing new releases, which

- do not materially reduce the functionality of the Specifications for the SaaS; and
- (ii) offer new functionality or updates that are not part of the standard offering for an additional charge, in accordance with the SaaS Platform Services Guide.

5. Warranties

- (a) TechnologyOne warrants that:
- (i) the SaaS will function materially in accordance with the Specifications during the Term, following implementation in accordance with this Agreement;
 - (ii) it will provide Support and Maintenance Services in accordance with the Customer Support Guide;
 - (iii) it will comply with the Privacy Laws as they relate to it providing the SaaS; and
 - (iv) it will provide the Services with due care and skill and in accordance with Annexure B.
- (b) Subject to the above warranties, TechnologyOne makes no representation and gives no warranty that the SaaS will be free from errors and defects, meet any specific requirement or be fit for any purpose not set out in the Specifications.
- (c) All terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.
- (d) The Customer warrants that the Customer has all necessary consents required under the Privacy Laws to provide TechnologyOne with any Personal Information which forms part of the Customer Data or the Customer Material, including for TechnologyOne to provide it to TechnologyOne's third party supplier of hosting infrastructure services.

6. Privacy

- (a) The Parties agree that if and to the extent that TechnologyOne is processing Personal Data under this Agreement where Customer acts as a data controller and TechnologyOne acts as a data processor, each party will comply with its obligations under the Privacy Laws, and will have the rights and obligations set out in Schedule 1.
- (b) Where a Restricted Transfer is made, the parties will:
- (i) to the extent that each of the Customer and TechnologyOne is processing Customer Personal Data in its capacity as a controller, comply with the IDTA (which will be agreed between the Parties prior to the Restricted Transfer being made); and
 - (ii) to the extent that the Customer is processing Customer Personal Data in its capacity as a controller and TechnologyOne is processing Customer Personal Data in its capacity as processor, comply with the IDTA (which will be agreed between the Parties prior to the Restricted Transfer being made).
- (c) In the event of any inconsistency between the provisions of the International Data Transfer Agreements and this Agreement (including Schedule 1), the International Data Transfer Agreements will prevail.

7. Fees and Invoicing

- (a) The Customer must pay the Fees to TechnologyOne in accordance with this Agreement.
- (b) TechnologyOne will invoice the Customer from time to time for the Fees.
- (c) Subject to clause 7(d), the Customer must pay an invoice issued under clause 7(b) within 30 days after the date of issue of the invoice.
- (d) If there is a dispute about whether a Fee is payable, the Customer may withhold the disputed amount, but must promptly (within 30 days of the relevant invoice date of issue) raise the disputed amount with TechnologyOne in accordance with clause 9 and pay all undisputed amounts.
- (e) The SaaS+ Fee will increase by CPI each year.
- (f) Any discounts applicable to the Fees at the Commencement Date will be removed at expiry of the Initial Period.
- (g) If the Customer fails to pay any amount payable under this Agreement (except a Fee the subject of a genuine dispute under clause 7(d) above), TechnologyOne may:
- (i) charge Interest on that amount; and

- (ii) suspend the provision of the Services provided the relevant amount is more than 30 days overdue and TechnologyOne has provided 7 days' written notice of the suspension.

8. Term and Termination

8.1 Term

This Agreement commences on the Commencement Date and continues for the Initial Period and each Rollover Period unless terminated earlier in accordance with this clause 8.

8.2 Termination at end of Initial Period or Rollover Period

Each party may terminate this Agreement by giving at least six months' notice to the other party prior to the end of the Initial Period or a Rollover Period, in which case this Agreement will terminate on expiration of the Initial Period or the then current Rollover Period.

8.3 Termination for breach

A party may terminate this Agreement or a SOW (as applicable) immediately on notice to the other party if the other party:

- (a) commits a material breach of this Agreement or the SOW (as applicable) and, in the case of a material breach which can be remedied, fails to remedy that material breach within 30 days of receiving notice requiring it to do so; or
- (b) suffers an Insolvency Event.

8.4 Effect of termination or expiry

On termination or expiry of this Agreement:

- (a) the Customer's right to use the SaaS ceases and the Customer must immediately stop using the SaaS;
- (b) TechnologyOne will continue to make a back-up copy of the Customer Data available for extraction by the Customer for a period of 30 days, after which TechnologyOne will delete the Customer Data;
- (c) if the Customer requests TechnologyOne to assist in extracting Customer Data and TechnologyOne agrees to do so, the Customer must pay TechnologyOne for assistance on a time and materials basis at TechnologyOne's then current rates;
- (d) the Customer will pay all Fees incurred or payable up to the effective date of the termination or expiry of this Agreement;
- (e) any prepaid hours of Application Managed Services will expire; and
- (f) except as required by law, each party must return or destroy (at the other party's option) all Confidential Information of the other party (excluding Customer Data which will be made available for extraction in accordance with clause 8.4(b)) in its care, custody or control.

9. Dispute Resolution

- (a) The parties agree that if a dispute arises out of or in connection with this Agreement (**Dispute**), the party raising the Dispute must notify the other party (**Dispute Notice**).
- (b) A representative from each party will first meet to try and resolve the Dispute by negotiation within 14 days of receipt of the Dispute Notice.
- (c) If the parties do not resolve the Dispute by negotiation within 14 days, then a senior executive of each party will meet and attempt to resolve the Dispute within a further 30 days.
- (d) If the Dispute has not been resolved within 60 days of the Dispute Notice, then the parties may agree to refer the Dispute to mediation by an accredited mediator they agree on (and absent agreement by a mediator appointed by the president of the Law Society of England and Wales).
- (e) If a Dispute is not resolved under the process in clauses 9(a) to 9(d), the Dispute must be:
 - (i) submitted to arbitration in accordance with, and subject to, the UNCITRAL Rules;
 - (ii) administered by the London Court of International Arbitration (LCIA); and
 - (iii) conducted by 1 arbitrator, in the English language in London, England.
- (f) An award made under clause 9(e) is final and binding on the parties (subject to applicable law) and may be enforced by any court of competent jurisdiction. There shall be no right of appeal from a decision made under clause 9(e).
- (g) Nothing in this clause 9 prevents a party from applying to a court of competent jurisdiction for injunctive or other urgent interlocutory relief.

10. Intellectual property

10.1 TechnologyOne Material

The Customer agrees that all Intellectual Property Rights:

- (a) in the SaaS+ (including the SaaS Platform, Modules and SaaS+ Solution), Documentation and TechnologyOne Material (including modifications);
 - (b) in service data and analytics relating to the use of the SaaS and the provision of the Services; and
 - (c) otherwise created by or on behalf of TechnologyOne in the course of performing the Services,
- are owned by TechnologyOne or its licensors.

10.2 Customer Material

- (a) Intellectual Property Rights in the Customer Material remain the property of the Customer.
- (b) The Customer grants to TechnologyOne a non-exclusive global licence (including the right to sublicense) to exercise the Intellectual Property Rights in any Customer Material to the extent required for TechnologyOne to:
 - (i) provide the Services to the Customer; and
 - (ii) develop and improve its services.

10.3 Publicity

- (a) Subject to clause 10.3(b) and without limiting the confidentiality obligations in clause 12, each party must not, and must ensure that its employees, officers or agents do not, make any public statement (including on social media) or disclose to the media any information regarding the other party, this Agreement or the SaaS or otherwise use the name, trademarks or logos of the other party without the prior written consent of the other party.
- (b) The Customer agrees that TechnologyOne may refer to the Customer as its customer (using its name and logo) and provide a brief factual description of the SaaS supplied under this Agreement and Customer's name in a list of customer references; in proposals to third parties; in ASX market announcements; in its annual report and on its website.

10.4 New IP

All Intellectual Property Rights that are developed, created or come into existence in the course of or in connection with the SaaS, Documentation, TechnologyOne Material and/or Services (**New IP**) will vest in and be owned absolutely by TechnologyOne on and from creation. The Customer hereby assigns to TechnologyOne all rights it has in such Intellectual Property Rights to give effect to this clause 10.4.

11. Security

TechnologyOne will meet the security requirements of and maintain the security certifications (as applicable) set out in the SaaS Platform Services Guide for the Term.

12. Confidential Information

- (a) Each party agrees to keep confidential, and not to use or disclose any Confidential Information of the other party, other than as permitted by this Agreement or with the prior written consent of the other party.
- (b) A party may disclose Confidential Information if required to do so by applicable law, or under compulsion of law by a court or government agency or by any regulator or by the rules of any relevant stock exchange, provided that the disclosing party:
 - (i) discloses the minimum amount of Confidential Information required to satisfy the law or rules; and
 - (ii) before disclosing any information, gives a reasonable amount of notice to the other party and takes all reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence;
- (c) Each party may use Confidential Information of the other party and disclose Confidential Information of the other party to its directors, agents, professional advisors, Permitted Users and TechnologyOne sub-contractors in each case solely for the exercise of rights or the performance of obligations under this Agreement and provided such information is disclosed subject to confidentiality obligations no less onerous than this Agreement. The recipient party will remain liable for any breach of these confidentiality obligations by any party it discloses to in accordance with this clause.

13. Limitation of liability

- (a) Subject to clause 13(b), the total aggregate maximum liability of TechnologyOne under or in connection with this Agreement (whether in contract, tort (including negligence) or statute) is limited to the Fees paid or payable under this Agreement in the 12 months prior to the initial claim.
- (b) In no case will TechnologyOne be liable for:
- (i) any Consequential Loss arising out of or in connection with this Agreement; or
 - (ii) any Services or deliverables provided under this Agreement for no fee (e.g. on a trial basis).
- (c) Nothing in this Agreement limits or excludes any liability which cannot legally be limited or excluded, including but not limited to liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; and (iii) mandatory terms relating to title and quiet possession.

14. Indemnity**14.1 Customer indemnity**

Subject to TechnologyOne complying with clause 14.3, the Customer indemnifies TechnologyOne from any amount awarded in favour of a third party by the final judgment of a court of competent jurisdiction in a claim by the third party that use of the Customer Material by TechnologyOne, infringes the Intellectual Property Rights of that party in Australia, New Zealand or the United Kingdom.

14.2 TechnologyOne indemnity

Subject to the Customer complying with clause 14.3, TechnologyOne indemnifies the Customer from any amount awarded in favour of a third party by the final judgment of a court of competent jurisdiction in a claim by the third party that the use of the SaaS by the Customer in accordance with this Agreement infringes the Intellectual Property Rights of that party in Australia, New Zealand or the United Kingdom.

14.3 Conditions of indemnity

The party indemnified under clause 14.1 or 14.2 (subject to compliance with this clause 14.3) must:

- (a) promptly notify the other party and provide the other party with reasonable assistance and all information available to the indemnified party;
- (b) permit the other party to conduct the defence or settle the claim;
- (c) take all reasonable steps to mitigate all loss or damage related to the claim; and
- (d) not make any statement or admission in relation to the claim.

15. Force majeure

Other than the Customer's obligation to pay Fees, a party will not be:

- (a) in breach of this Agreement as a result of; or
- (b) liable for,

any failure or delay in the performance of that party's obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event.

16. VAT

- (a) Any words capitalised in this clause 16. and not already defined in clause 19 have the meaning given to those words in the VAT Act.
- (b) Except under this clause 16, the consideration for a Supply made under or in connection with this Agreement does not include VAT.
- (c) All Fees, costs, charges and/or expenses referred to in this Agreement or any subsequent SOW are exclusive of and net of any and all taxes, duties, charges or such other additional sums including, without limitation, purchase or value added tax, withholding tax, excise tax, import and other duties, whether levied in respect of this Agreement, the Services or otherwise, imposed by the authorities of any country.
- (d) If a Supply made under or in connection with this Agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable:
- (i) the Recipient must pay the VAT Act Supplier an amount equal to the VAT for the Supply (in addition to the consideration otherwise payable under this Agreement for that Supply); and
 - (ii) the VAT Act Supplier must give the Recipient a Tax Invoice for the Supply.

- (e) Where a Tax Invoice is given by the VAT Act Supplier, the VAT Act Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the VAT (as stated on the Tax Invoice) to HM Revenue and Customs.

17. Modern Slavery

In the provision of the Services and SaaS, TechnologyOne will adhere to the Modern Anti-Slavery Policy published on the TechnologyOne website and will publish an annual modern slavery statement as required under the *Modern Slavery Act 2015* (UK) on the TechnologyOne website.

18. General

- (a) The laws of England and Wales govern this Agreement.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales and courts competent to hear appeals from those courts.
- (c) Termination of this Agreement will not affect clauses 8.4, 10, 12, 13 and 14 or any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the termination.
- (d) A party must not assign or novate all or part of the party's rights and obligations under this Agreement without the prior written consent of the other party.
- (e) The Agreement does not create a relationship of employment, trust, agency or partnership between the parties.
- (f) Each provision of this Agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- (g) Any notice or approval required by or contemplated by this Agreement must be in writing and delivered, posted or emailed to the other party at the address or e-mail address (as applicable) provided for them in this Agreement, as updated from time to time by written notice to the other party.
- (h) Subject to clause 18(i) below, any variation or amendment to this Agreement must be in writing and executed by the parties.
- (i) TechnologyOne may update the Customer Support Guide or the SaaS Platform Services Guide and licensors of Third Party Products may update Third Party Product Terms from time to time. TechnologyOne will not change the Customer Support Guide or the SaaS Platform Services Guide in a manner that materially reduces the scope of the Support and Maintenance Services.
- (j) The Agreement represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.
- (k) A right under this Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in the waiver.
- (l) Each party must comply with all applicable laws in the performance of their respective obligations and exercise of their rights under this Agreement, including meeting its own legal compliance requirements.
- (m) TechnologyOne's employees, personnel and staff shall at all times remain employees of TechnologyOne. TechnologyOne shall be responsible for determining the duties, functions and outcomes of its employees, personnel and staff. TechnologyOne shall determine these duties so as to fulfil their obligations to the Customer. Insofar as is required to permit TechnologyOne to comply with their obligations under UK Immigration Rules, the Customer shall permit the Home Office to access their premises and information in the event of a Home Office audit of TechnologyOne. Where reasonably possible, TechnologyOne shall notify the Customer in advance where TechnologyOne is subject to a Home Office audit and has reason to expect that the Home Office may require access to the Customers premises for this purpose.

19. Definitions and Interpretation**19.1 Definitions**

In this Agreement:

Additional SaaS Platform Services means the additional SaaS services set out in the Service Order Form or other services purchased by the Customer under clause 2 from time to time.

Agreement means the Service Order Form, the Standard Terms, any Statements of Work and any documents incorporated by reference into those documents.

Annual Period means the 12 month period from the Commencement Date and any Anniversary Date;

Anniversary Date means the anniversary of the Commencement Date.

Application Managed Services or **AMS** means the provision of reporting, configuration services or other agreed additional services, as specifically requested by the Customer from time to time and agreed with TechnologyOne in writing.

Business Day means a day that is not a Saturday, Sunday, or a public holiday in the United Kingdom.

Commencement Date means the date specified as such in the Service Order Form.

Confidential Information of a party means the terms of this Agreement and any information:

- (a) which is by its nature confidential;
 - (b) which is designated as confidential by that party;
 - (c) which the other party knows is confidential; or
 - (d) which would reasonably be expected to be treated as confidential
- and includes information relating to the business and affairs of that party, information relating to the customers, clients, employees, sub-contractors or other persons doing business with that party, all trade secrets, knowhow, financial information, business dealings and other commercially valuable information of that party, and in the case of TechnologyOne, includes TechnologyOne Material and the Fees, and in the case of the Customer, includes the Customer Material, but does not include information that is:
- (a) in the public domain other than as a result of a breach of this Agreement or other obligation of confidence; or
 - (b) already known by, or rightfully received, or independently developed, by the recipient of that Confidential Information free of any obligation of confidence.

Configuration Design Document or **Solution Specification Document** means the document prepared with and accepted by the Customer which defines the required configuration to meet the agreed project scope.

Consequential Loss means: loss of revenue, loss of goodwill, loss of reputation, loss of data, consequential loss, loss of profits, indirect loss, loss of bargain, special loss, loss of actual or anticipated savings, wasted expenditure, lost opportunities or sales, including opportunities to enter into arrangements with third parties, loss of capital, contract, customers or production, loss of use, work stoppage, business interruption, wasted management or other time.

CPI means the percentage change in the All Groups Consumer Price Index most recently published by the Office of National Statistics (or any successor UK government department) prior to the relevant Anniversary Date.

Customer Data means any data input by the Customer or its Permitted Users into the SaaS.

Customer Material means the Customer Data and any Material provided by or to which access is given by the Customer to TechnologyOne for the purposes of this Agreement.

Customer Support Guide means TechnologyOne's customer support guide available at <https://technology1.com/Customer-Support-Guide>, as updated by TechnologyOne from time to time.

Documentation means any training material (final version) in any form provided by TechnologyOne to the Customer in connection with the SaaS.

Fees means the fees specified in the Service Order Form and any Statement of Work agreed between TechnologyOne and the Customer, as varied in accordance with this Agreement.

Force Majeure Event means any occurrence or omission outside a party's reasonable control including:

- (a) a physical natural disaster including fire, flood, lightning or earthquake;
- (b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law;
- (c) epidemic, pandemic or quarantine restriction;
- (d) any act of terrorism or terrorism related event;
- (e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency;
- (f) law taking effect after the date of this Agreement;
- (g) disruption or unavailability of the internet;

- (h) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors;
- (i) failure of a utility service provider to TechnologyOne; and
- (j) a delay or other impact resulting from a Force Majeure Event affecting the other party.

IDTA or **International Data Transfer Agreement** means the International Data Transfer Agreement issued by the UK Commissioner's Officer pursuant to section 11 9A of the Data Protection Act 2018.

Implementation Services means Services delivered on a time and materials basis which are not part of the SaaS+ Solution, including as described in a Statement of Work and/or any additional implementation services described as non-SaaS+ Solution components set out in Annexure B.

Initial Period means the initial period specified in the Service Order Form.

Insolvency Event means any voluntary or involuntary proceeding, process, appointment or application under any law relating to insolvency, reorganisation, winding-up, or composition or adjustment of debts, including winding-up, liquidation, bankruptcy, provisional liquidation, receivership, administration, provisional supervision, company voluntary arrangement, suspension of payment under court supervision or any other analogous proceedings in any jurisdiction.

Intellectual Property Rights means all existing and future industrial and intellectual property rights, both in the United Kingdom and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.

Interest means interest on any payment owing under this Agreement:

- (a) at the rate which is 5% a year above the Bank of England base interest rate for personal loans, and at 5% a year for any period when that base rate is below 0% or, if higher, the maximum rate permitted by applicable law; and
- (b) from the date on which such payment was due to the date on which the payment is made (both inclusive).

Material means any material including documents, equipment, reports, technical information, studies, plans, charts, drawings, software, schemas calculations, tables, schedules and data stored by any means.

Modules means the software modules specified in the Service Order Form or as may be additionally agreed under clause 2, being the generally available release of each Module as at the date of purchase and all patches, bug fixes, modifications and subsequent versions provided to the Customer by TechnologyOne.

Permitted Users means the Customer's employees and contractors that augment the Customer's own workforce, but does not include sub-contractors, service providers or suppliers to the Customer.

Privacy Laws means:

- (a) the Data Protection Act;
- (b) UK GDPR; and
- (c) all other applicable laws, regulations, registered privacy codes, privacy policies and contractual terms pertaining to Customer Personal Data and the delivery of the SaaS.

Prohibited Conduct means using, or permitting others to use, the SaaS:

- (a) for any fraud or illegal activity;
- (b) to, or attempt to, circumvent any security measures or otherwise gain unauthorised access to or interfere with any third party's online resources or systems;
- (c) to distribute, view or create any material that is or may be pornographic, defamatory, unlawful or obscene;
- (d) to distribute unsolicited emails to third parties including bulk unsolicited emails;
- (e) in a way that infringes TechnologyOne's or any third party's Intellectual Property Rights.

Restricted Transfer means a transfer of personal data from one jurisdiction to another which is only permitted in accordance with Privacy Laws if the IDTAs or another transfer solution are applied to that transfer.

Rollover Period means the rollover period specified in the Service Order Form.

SaaS means the service described in Annexure A of the Service Order Form including access and use of the SaaS Platform (including applicable Modules), and any Additional SaaS Platform Services (if applicable).

SaaS+ means the SaaS and the SaaS+ Solution set out in Annexure B.

SaaS+ Fee means the fee specified as such in the Service Order Form.

SaaS+ Solution means the TechnologyOne SaaS+ Solution described in Annexure B of the Service Order Form (as qualified by item 3.1 of Annexure A) but does not include any additional Implementation Services.

SaaS Platform means the TechnologyOne SaaS Platform described in section 1 of Annexure A of the Service Order Form.

SaaS Platform Services Guide means TechnologyOne's SaaS platform services guide available at <https://technology1.com/SaaS-Platform-Guide>, as updated from time to time.

Service Levels means the service levels set out in the SaaS Platform Service Guide.

Services means all services provided under this Agreement.

Service Order Form means Part 1 – Service Order Form, including Annexure A to the Service Order Form.

Specifications means the functional specifications for the SaaS as contained in the SaaS Platform Services Guide and any specifications for the Modules (final form) generally made available by TechnologyOne.

Standard Terms means these terms and conditions headed Part 2 – Standard Terms.

Statement of Work or **SOW** means a statement of work for additional Implementation Services or AMS which has been executed by the parties.

Sub-Processor means any processor engaged by TechnologyOne to process Customer Personal Data.

Support and Maintenance Services means the support and maintenance services for the Modules on the SaaS Platform specified in the Customer Support Guide.

TechnologyOne Material means any Material created in the course of performing the Services, or which is otherwise provided by or to which access is given by TechnologyOne for the purposes of this Agreement including the SaaS, SaaS Platform and the Modules, but excluding the Customer Data.

Term means the term contemplated by clause 8.1.

Third Party Products means the Modules denoted as Third Party Products in the Service Order Form (if any).

Third Party Product Terms means the terms applicable to all Third Party Products provided under this Agreement, available at <https://www.technology1.com/company/contact-us/legal/third-party-product-terms> as updated from time to time.

UK GDPR has the meaning set out in the Data Protection Act.

Use Restrictions means the limitations on the Customer's rights to use and access to the SaaS, including the limits on Permitted Users or other metrics specified in the second two columns of the table at section 3.1 and in the table at section 3.2 of Annexure A of the Service Order Form, as may be amended from time to time by the parties in writing.

VAT means value added tax as provided for under the *Value Added Tax Act 1994* (UK) as may be amended from time to time.

In addition, **controller**, **personal data**, **personal data breach**, **processor**, **processing**, **data subject** and **supervisory authority**, **third country** will have the meanings given in the UK GDPR.

19.2 Precedence

In the event of any inconsistency or conflict between the documents constituting the Agreement, the documents ranked higher in the following list will take precedence to the extent of the inconsistency:

- (a) the Third Party Product Terms, where applicable to any Third Party Products;
- (b) the Customer Support Guide and SaaS Platform Service Guide;
- (c) the SaaS+ Solution documentation as set out in Annexure B;
- (d) the Service Order Form (including its Annexures);
- (e) the Standard Terms (excluding any documents incorporated into it);
- (f) the Configuration Design Document and/or Solution Specification Document;
- (g) any SOW; and
- (h) any other documents attached to or specifically incorporated into the Agreement other than as set out above.

Schedule 1 DATA PROCESSING ADDENDUM

1 Definitions:

- (a) The definitions in clause 19 of Part 2 of the Agreement apply in this Schedule 1.

2 Processing of Personal Data**2.1 Customer Compliance**

- (a) The Customer, acting as a controller, will:
- (i) collect, gather and process the Customer Personal Data in compliance with Privacy Law and will not instruct TechnologyOne to process the Customer Personal Data in a manner that would constitute a breach of Privacy Law;
 - (ii) ensure that it has all necessary notices and consents in place to enable the lawful processing of the Customer Personal Data by TechnologyOne.

2.2 Processing of Customer Personal Data:

- (a) A description of TechnologyOne's processing of Customer Personal Data is set out in Attachment A to this Schedule 1.

2.3 Instructions (A28(3)(a)):

- (a) TechnologyOne will only process the Customer Personal Data:
- (i) on the documented instructions of Customer, as such instructions are set out in the Agreement and in this Schedule 1; or
 - (ii) as required by law applicable to TechnologyOne, provided that TechnologyOne first informs the Customer of that legal requirement before processing, unless that law prohibits this on important grounds of public interest. TechnologyOne informs the Customer that it will process the Customer Personal Data to comply with the applicable legal requirements in the jurisdiction in which the Customer is established.
- (b) Any request for changes by Customer to the type of Customer Personal Data to be processed by TechnologyOne or to Customer's instructions shall be sent to TechnologyOne in writing. Customer agrees that new or modified instructions or changes to the type of Customer Personal Data to be processed (other than those already agreed to in the Agreement and this Schedule 1) may incur additional charges payable by Customer in accordance with (i) the Agreement or (ii) any price quote provided by TechnologyOne relating to such new processing instructions, as applicable.

2.4 Staff (A28(3)(b)):

- (a) TechnologyOne staff authorised to process the Customer Personal Data will be subject to appropriate obligations of confidentiality.

2.5 Security (A28(3)(c)):

- (a) TechnologyOne will take all measures required by Article 32 (Security of Processing) of the UK GDPR or all measures required by the UK GDPR (each as applicable). Such measures (including the TechnologyOne's associated certifications and accreditations) are set out at <https://www.technology1.com/security>. The Customer agrees that the level of security provided by these measures is appropriate to the risk of the Customer Personal Data processed by TechnologyOne as part of the Services (acknowledging that TechnologyOne has no access to, or visibility of, the Customer Personal Data which is uploaded and submitted by the Customer to be processed by TechnologyOne as part of the Services) and that the Customer in its sole discretion determines and controls the Customer Personal Data which is processed by TechnologyOne as part of the Services), and that they meet the requirements of Article 32. TechnologyOne reserves the right to unilaterally modify the measures in <https://www.technology1.com/security>.

2.6 Sub-processors (A28(3)(d)):

- (a) The Customer consents to TechnologyOne engaging Sub-Processors as permitted in the Agreement. The list of authorised Sub-Processors current at the time of execution of the DPA are global reputable companies consisting of Technology One Limited (the parent company of TechnologyOne) and its subsidiaries, Microsoft Corporation, Amazon Web Services (AWS) and ServiceNow. TechnologyOne will inform the Customer of any intended additional or replacement Sub-Processor by publishing such changes on its web page at <https://www.technology1.com/privacy-policy/technologyone-sub-processors> ("Sub-Processor Change").
- (b) The Customer may notify TechnologyOne within 30 days of the Sub-Processor Change if it has reasonable concerns that the Sub-Processor will not meet the requirements of the Privacy Laws and TechnologyOne may choose to:
- (i) not engage the Sub-Processor; or
 - (ii) terminate the Agreement (at its option) in its entirety, or in any part, by providing written notice to the Customer. No refund, termination fees or other compensation will be payable by TechnologyOne in connection with such termination.
- (c) TechnologyOne will enter into a written agreement with all Sub-Processors containing obligations which provide the equivalent level of protection as required under Privacy Law. TechnologyOne will remain liable to the Customer for the performance of any Sub-Processor's obligations.

2.7 Data Subject Rights (A28(3)(e)):

- (a) Taking into account the nature of the processing, TechnologyOne will, on written request by the Customer, assist the Customer by implementing appropriate technical and organisational measures (insofar as this is possible) to respond to requests for exercising of data subject rights set out in Chapter III of the GDPR (Rights of the data subject) or applicable provisions of the UK GDPR (each as applicable). TechnologyOne will be entitled to refuse or limit its assistance with a request where, in TechnologyOne's reasonable opinion:
- (i) the right the data subject is seeking to exercise does not exist;
 - (ii) there is an exemption applicable to the exercise of that right; or
 - (iii) the Customer is in the position to fulfil the request without TechnologyOne's assistance.
- (b) The Customer shall reimburse TechnologyOne for any assistance under this Clause 2.7 at (a) the rate per man hour set out in the Agreement; or (b) where there is no such rate in the Agreement, the rate notified to the Customer by TechnologyOne. TechnologyOne shall not be liable in cases where the Customer fails to respond a data subject's request or fails to respond in a timely or complete manner.

2.8 Assistance (A28(3)(f)):

- (a) If requested, TechnologyOne will provide reasonable assistance to the Customer to comply with its obligations pursuant to Articles 32 to 36 of the GDPR of UK GDPR (each as applicable), taking into account the nature of processing and the information available to TechnologyOne. The Customer shall reimburse TechnologyOne for any assistance under this Clause 2.8 at (a) the rate per man hour set out in the Agreement; or (b) where there is no such rate in the Agreement, the rate notified to the Customer by TechnologyOne.

2.9 Data Breach Notification (A28(3)(f)):

- (a) TechnologyOne shall notify the Customer of any personal data breach without undue delay after becoming aware of the breach. For the purposes of this Clause 2.9, "notification" shall mean communication to the Customer of all details which are reasonably available to TechnologyOne at the time the TechnologyOne becomes aware of the personal data breach.

2.10 Termination (A28(3)(g)):

- (a) Following termination of the Agreement, TechnologyOne will delete all Customer Personal Data and/or transfer all Customer Personal Data to the Customer in accordance with the provisions of the Agreement, unless the laws applicable to TechnologyOne require storage of the Customer Personal Data.

2.11 Audit (A28(3)(h)):

- (a) Where requested, TechnologyOne will, subject to reasonable restrictions as set forth in the Agreement and below and consistent with Privacy Law:

- (i) provide reasonable information to the Customer, solely to the extent required to demonstrate compliance with TechnologyOne's obligations under this Schedule 1; and
- (ii) permit the Customer, or a third-party auditor acting under the Customer's direction, to conduct audits, subject to the audit terms set out immediately below in Clauses 2.11(c) and 2.11(d).
- (iii) The TechnologyOne's SaaS cloud platform which enables the provision of the TechnologyOne's SaaS has obtained various forms of certification as detailed in <https://www.technologyonecorp.com/security>. Notwithstanding 2.11(b) above, the TechnologyOne's SaaS cloud platform is a multi-tenanted SaaS solution and as a result any form of external auditing of the TechnologyOne's SaaS cloud platform may only be completed by the TechnologyOne or TechnologyOne's approved independent auditor so as not to adversely impact the TechnologyOne's certifications. The Customer has the right to audit any other aspect of the TechnologyOne's solution as set out in Clause 2.11(b).
- (iv) The audit shall be:
 - (A) only performed once a year;
 - (B) at Customer's expense and at no cost to the TechnologyOne;
 - (C) performed on at least thirty (30) days' prior notice to TechnologyOne on a mutually agreed upon date;
 - (D) performed during TechnologyOne's normal business hours; and
 - (E) performed in a manner that does not impact TechnologyOne's business operations and shall be completed within a commercially reasonable amount of time.
- (b) In the event that the audit identifies substantial non-compliance with the Agreement, then TechnologyOne and Customer shall create a mutually acceptable remediation plan and timeframe to achieve compliance.

2.12 Unlawful Instructions:

- (a) TechnologyOne may notify the Customer if, in TechnologyOne's opinion, an instruction received from the Customer is in violation of Privacy Law and may refuse to perform such instruction.

3 Conflicts

- (a) If there is a conflict between the Agreement and this Schedule 1, this Schedule 1 will prevail.

4 Changes to this Schedule 1

- (a) Either party may notify the other party if, in its reasonable opinion, a change to this Schedule 1 is necessary to meet that party's requirements and the parties will enter into a good faith discussion to agree an amendment to the Schedule 1 (and where applicable will follow any change control procedure in the Agreement).
- (b) Until an amendment to this Schedule 1 has been agreed in accordance with Paragraph 4(a), the Customer will pay to TechnologyOne any reasonable costs and expenses incurred by TechnologyOne in the performance of its obligations under this Schedule 1. The costs and expenses relating to TechnologyOne staff will be calculated reference to: (a) the rate per man hour set out in the Agreement; or (b) where there is no such rate in the Agreement, the rate notified to the Customer by TechnologyOne.
- (c) If the costs and expenses payable by the Customer under Paragraph 4(b) exceed £35,000-00 (or equivalent) in any calendar year, the Customer and TechnologyOne will promptly enter into a good faith discussion to agree an amendment to this Schedule 1 in accordance with Paragraph 4(a).
- (d) If an amendment to this Schedule 1 is required to comply with Privacy Law, then TechnologyOne and Customer will work in good faith to execute a mutually acceptable amendment to this Schedule 1 to incorporate changes necessary for the Parties to comply with their legal obligations.

5 Liability:

- (a) The liability of each Party under this Schedule 1 and any IDTA agreed between the Parties shall be subject to the exclusions and limitations of liability set out in the Agreement.

6 Notice:

- (a) All notices and other communications between the parties under this Schedule 1 must be provided by email to: (a) in the case of TechnologyOne, the TechnologyOne contact privacy@technology1.com; and (b) in the case of the Customer, the Customer contact set out in the Service Order Form, except formal notices in legal proceedings or termination must be provided in accordance with the notice provisions in the Agreement.

Attachment A to Schedule 1
Information according to Art. 28(3) UK GDPR

Subject matter of processing	The subject matter of the processing is the Customer Personal Data which is uploaded and submitted to the SaaS by the Customer in connection with its use of the SaaS pursuant to the Agreement.
Duration of processing	For the term of the Agreement and for the period of any post termination obligations as set out in the Agreement where processing is required, subject to the Termination obligations as set out in this Agreement.
Nature of processing, e.g. means of processing	TechnologyOne (and its Sub-Processors) will process Customer Personal Data as necessary to perform the Services (including the provision of Software as a Service and associated services for the specified software) pursuant to the Agreement and as further instructed by Customer in its use of the Services.
Purpose of processing	The purpose of the processing undertaken by TechnologyOne is for: ◆ the delivery of the services specified in the Agreement including: ◆ the provision of the Software as a Service (including access to software modules specified in the Agreement, support and maintenance services and cloud services) ◆ provision of consultancy services for the implementation of the Software as a Service ◆ delivery of ad hoc consulting services as requested and agreed by the parties ◆ research and development related services (where applicable) ◆ supply of application managed services (where purchased by the Customer) • the provision of other services relevant to the performance of the obligations of Technology One under the Agreement including: ◆ contract / project oversight and governance ◆ finance and contract and account management services such as invoicing and billing for Services provided under the Contract. • the use of Sub-Processors associated with the delivery of the Services specified in the Agreement • complying with any obligation as required by law or agreed by the Customer from time to time in writing • complying with instructions given by Customer in its use of the Services
Categories of data subjects	The Customer will, in the course of using the SaaS (including requesting support and maintenance services) provided under the Agreement, upload and submit Personal Data to the SaaS. The Customer will, in its sole discretion, determine and control the Personal Data that is uploaded and submitted to the SaaS. Such Personal Data may relate to the following categories of Data Subjects: All persons who may have a connection or business with the Customer. This may include, but is not limited to: • employees, contracted personnel • clients and customers of Customer • volunteers • family members of employees, contracted personnel and volunteers (including spouse, de facto, next of kin, children, parents) • partners, suppliers, professional advisers and consultants • business contacts • landlords, tenants • complainants, enquirers • donors, benefactors and friends of the Customer • authors and other creators • persons who may be the subject of enquiry
Type of personal data (including special categories of personal data) per category of data subjects	Personal Data uploaded and submitted to the TechnologyOne SaaS environment in the course of using the SaaS Software (as determined and controlled by the Customer) may include, but is not limited to: • personal details (such as names, address, date of birth, telephone numbers, email addresses, titles) • professional life information (such as work telephone numbers, work email addresses, position titles; compensation information; employee number) • family details • financial details and information • goods or services provided to individuals • information held in order to publish Customer publications and reports • lifestyle and social circumstances • education details and student records • employment details including pay details and records • disciplinary and attendance records • vetting checks • visual images, personal appearance and behaviours Additionally, the Customer may, in the course of using the SaaS Software provided under the Agreement, upload and submit special categories of data to the SaaS. The Customer will, in its sole discretion, determine and control the special categories of data that are/is uploaded and submitted to the SaaS which may include (but is not limited to) personal data which reveals:

	• racial or ethnic origin • trade union membership • political opinions • religious or philosophical or other similar beliefs • genetic data • biometric data • physical or mental health details • sexual life or sexual orientation • offences and alleged offences, criminal proceedings, outcomes and sentences For clarity, it is the Customers responsibility to obtain consent from individuals before their personal information is collected, stored, used, processed, modified or disclosed by Customer using any TechnologyOne SaaS.
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SOW 001 (Additional Implementation Services)

Agreement: The SaaS+ Agreement between Technology One Limited and the Customer dated on or about the date of this SOW.	Reference Number: SOW 001
Services Type: Implementation Services	Project Name/Phase:
TechnologyOne contact name / number and email: TO BE ADVISED	Customer contact name / number and email: TO BE ADVISED
Term of SOW: This SOW will become effective and binding on the Commencement Date of the Agreement and continues until the earlier of: - TechnologyOne notifying the Customer that the Services are complete; and - if no invoice has been issued under this SOW for 12 consecutive months, on expiry of that period.	
Services [and Project] – Description/ Preliminary Specifications As set out in the attachments to this SOW	
Project Methodology, Roles and Deliverables: As set out in the attachments to this SOW.	
Estimated Fees: <u>Implementation Services</u> The Implementation Services specified in this SOW will be provided on a time and materials basis with invoices issued monthly in arrears. The number of days and cost of each Service are an estimate only. The fee estimates are based upon the assumptions/exclusions as specified in the SOW and the attachments to the SOW. If these assumptions are not met or prove to be incorrect, TechnologyOne reserves the right to charge for any additional services, including travel and expenses incurred in providing those additional services. Any variation to the scope and/or fees will be discussed with the Customer and recorded in a variation to this SOW. Where the Customer requests additional services, these will be provided on a time and materials basis and invoiced monthly in arrears unless otherwise agreed by the parties in writing. <u>Travel and Expenses</u> In addition to the Fees, the Customer agrees to pay any travel and other out of pocket expenses incurred by TechnologyOne as follows: - Provided that the relevant travel is agreed in advance with the Customer, TechnologyOne will invoice Customer for all reasonable travel expenses incurred in carrying out the Implementation Services (including airfares, accommodation, mileage, daily allowances and parking). - Where consultants are required to travel to a Customer site they will work in minimum 3 day blocks and, unless otherwise agreed in advance, will return home for weekends. TechnologyOne will make all travel arrangements unless otherwise agreed in writing. - The Customer agrees to pay Fees for time spent travelling to and from the Customer's premises where this exceeds 60 minutes each way.	
Schedule/Estimated Timeframes: As set out in the attachments to this SOW.	
Customer Responsibilities In addition to the responsibilities and activities set out in the attachments to this SOW, the Customer agrees to cooperate with TechnologyOne and provide TechnologyOne with information and assistance reasonably necessary to enable TechnologyOne to provide the Implementation Services, including promptly reviewing documents provided by TechnologyOne and responding to requests for information adequately and making available appropriately qualified personnel to perform its responsibilities.	
Assumptions/exclusions: The Fees are based upon the assumptions/exclusions as set out in the attachments to this SOW which apply to the provision of the Implementation Services.	
Additional Terms: Capitalised terms in this SOW have the meanings given in the Agreement.	

End of Document

Certified and Approved Proposal

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Specifications and statements as to performance in this proposal are TechnologyOne estimates, intended for general guidance. TechnologyOne reserves the right to change the information contained within this proposal and any product specification and/or availability dates without notice.



technology¹

About TechnologyOne

TechnologyOne is a global Software as a Service (SaaS) company. Founded in Australia, we have offices across six countries. Our enterprise SaaS solution transforms business and makes life simple for our community by providing powerful, deeply integrated enterprise software that is incredibly easy to use. Over 1,300 leading corporations, government departments and statutory authorities are powered by our software.

Our global SaaS solution provides deep functionality for the markets we serve, including local government and higher education in the UK. For these markets we invest significant funds each year in R&D. We also take complete responsibility to market, sell, implement, support and run our solutions for our customers, which reduce time, cost and risk.

Ready to learn more?

Technology¹.co.uk