

# ERP2U SERVICE TERMS – SAAS

## 1. GENERAL DESCRIPTION

ERP2U is a reseller and developer of a range of business software applications, solutions and platforms (“**Software**”). ERP2U makes some of the ERP2U and Unit4 Software (as a reseller) available to its customers via the Software as a Service model (“**ERP2U SaaS**” or “**Service**”).

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

## 2. SERVICE

The Service will comprise:

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

## 3. SERVICE LEVELS

- 3.1 Except as otherwise set out in the relevant Product Specification, ERP2U shall provide the Service in accordance with service levels in this clause 3, which shall apply to the Production Environment only.

### Service Availability

- 3.2 Service Availability measured over a calendar month will be 99.6% or greater.
- 3.3 Service Availability is calculated as follows:

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

- 3.4 The measurement point for Service Availability is at the internet connection points of ERP2U’s cloud infrastructure provider’s data centre.
- 3.5 ERP2U shall make a Service Availability report available monthly upon Customer’s request.

### Disaster Recovery

- 3.6 Except as set out in the relevant Product Specification, ERP2U’s target for recovery in the event of a Disaster is an RTO of 12 hours or less and an RPO of one hour or less.
- 3.7 ERP2U shall make a RTO and RPO report available to Customer after any Disaster via Community Portal.

## 4. SERVICE CREDITS

As Customer’s sole and exclusive remedy in the event of a failure by ERP2U to meet the Service Availability obligation in clause 3.2, upon written request, ERP2U shall provide a Service Credit to Customer as follows:

Number of consecutive months of missed service level	Service Credit entitlement – percentage of the relevant Service charges paid for the month that the Service does not meet the service level
One (first month)	10% of first month
Two	20% of second month
Three	25% of third month
Four or more	30% of fourth and subsequent month(s)

Customer shall be entitled to request a deduction of the aggregate Service Credit amount from subsequent invoices issued by ERP2U.

## 5. RESTRICTIONS ON USE

Customer shall:

- 5.1 only use the Service for its internal business operations;
- 5.2 not use the Service to provide services to third parties nor attempt to obtain, or assist any third party in obtaining access to the Service or ERP2U Material;
- 5.3 not introduce or permit the introduction of any Virus into ERP2U’s network and information systems; and
- 5.4 Not:
  - 5.4.1 attempt to copy, build or attempt to build or develop an alternative or competing service that is in any way based or derived from, in whole or in part the Service or ERP2U Material;
  - 5.4.2 merge or combine (together) the Service with any other software or service; or
  - 5.4.3 use robots or robotic process automation without ERP2U’s prior consent.

## 6. SERVICE DISCLAIMERS

- 6.1 ERP2U will not be responsible for delays, delivery failures or other Loss resulting from the transfer of Customer Data over communications networks or facilities, including the internet.
- 6.2 ERP2U is unable to exercise control over the content of any information passing through the ERP2U SaaS. ERP2U disclaims and excludes all liability in respect of any transmission or reception of information by Customer or a User, of whatever kind, or the accuracy of the contents such information, or the scrambling of any information or data.

## 7. CUSTOMER OBLIGATIONS

### Users

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

### Access

- 7.2 The Service shall only be accessed by using a User’s unique account and Users shall not use the account of another User or impersonate another person or entity.
- 7.3 No access controls or other security measures for the Service shall be deactivated, bypassed or otherwise circumvented by Customer.
- 7.4 The Service can only be accessed through interfaces or other automated means (such as test tools, screen capture technology, scripted browsers, or other programmatic methods) expressly approved by ERP2U.
- 7.5 Customer shall not attempt to gain unauthorized access to or otherwise interfere with or disrupt ERP2U’s or any other customers’, systems, data or operations nor shall Customer engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functioning of the Service.

### Use

- 7.6 Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its Use of the Service, that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property; and ERP2U reserves the right, without liability or prejudice to its other rights to disable Customer’s access to any material that breaches the provisions of this clause.

**General**

- 7.7 Customer shall be responsible for any User’s Use and/or misuse of the Service.
- 7.8 Customer is responsible for:
  - 7.8.1 procuring, maintaining and securing all Customer-side equipment, software, network connections and telecommunications links and services required to access and Use the Service and ensuring they meet the specifications required to access the Service;
  - 7.8.2 the functional operation and administration of the Service; and
  - 7.8.3 the legality, reliability, integrity, accuracy and quality of its data.

**8. ADDITIONAL TERMS**

- 8.1 ERP2U will retain sole control over the computing platform configuration, technical system requirements, updates (as defined in the Support Terms) and the timing of such updates.
- 8.2 ERP2U reserves the right to change the third party provider of the Service platform provided that: (i) ERP2U has given reasonable notice to Customer of such change; (ii) the jurisdiction in which Customer data is stored shall not be changed (without having first obtained Customer consent, which shall not be unreasonably withheld, delayed or conditioned); and (iii) the service provided by the new Service platform provider shall be (in form and content) consistent in all material respects with the previous offering.
- 8.3 On termination of the Agreement, at Customer’s written request, ERP2U shall as soon as reasonably possible, make available to Customer a file containing the last back-up of Customer Data in the native database format along with attachments in their native format. If no such request is received within thirty (30) calendar days of termination of the Service, ERP2U may destroy any Customer Data in its possession or control.

**9. FAIR USAGE**

In providing the Service, ERP2U will allocate such amount of system resources as is appropriate in ERP2U’s reasonable opinion for a service the size and nature of that provided to Customer. If Customer’s Use of the Service places excessive demands on system resources compared to those typically experienced by ERP2U for similar customers, for example because Customer is generating an unusually large volume of reports or extracting large volumes of data, ERP2U may take any of the following actions at its sole discretion:

- 9.1 disapply the service levels in clause 3; and/or
- 9.2 suspend the Service; and/or
- 9.3 apply additional charges in relation to the provision of excess capacity.

**10. DEFINITIONS**

Capitalised terms used in these Service Terms but not defined shall have the meaning given to such terms in ERP2U’s General Terms of Business.

<b>Planned Maintenance Window</b>	the period of time in which planned maintenance for the Production Environment is scheduled to occur.
<b>Production Environment</b>	the production environment of the Service also called “live” environment, being the environment that Customer uses to run its day to day (live) operations, excluding <u>Non-Production Environments</u> .
<b>Recovery Point Objective (or “RPO”)</b>	the maximum targeted time period in which data may be lost, measured backwards from the point in time when Production Environment became unavailable as a result of the Disaster.
<b>Recovery Time Objective (or “RTO”)</b>	the amount of time that it takes ERP2U to perform the restoration of the Production Environment to the state before it became unavailable as a result of a Disaster.
<b>Service Availability</b>	the amount of time (given as a percentage) that the Production Environment is available for use (uptime) <u>measured in accordance with clause 3</u> .
<b>Service Credit</b>	a service credit payable in accordance with clause 4 of <u>these Service Terms</u> .
<b>Service Outage</b>	the amount of time (expressed in minutes) in any given month that the ERP2U Production Environment is not available for use (downtime) by Customer and excludes Service Outage Exclusions.
<b>Service Outage Exclusions</b>	<ul style="list-style-type: none"> <li>- Planned Maintenance Windows;</li> <li>- failure of any circuits or connections provided by third party telecommunication providers or common carriers;</li> <li>- failure of any external internet service provider or an internet exchange point;</li> <li>- acts or omissions of Customer or any Users permitted to access the Production Environment;</li> <li>- behaviour of Customer applications, equipment or managed operating systems;</li> <li>- <u>Force Majeure</u>.</li> </ul>
<b>Support Services</b>	the support services to be provided by ERP2U in connection with the Service in accordance with the <u>Support Terms</u> .
<b>Support Terms</b>	the document entitled Service Terms – Support 2U SaaS found at <a href="http://www.ERP2U.com/terms">www.ERP2U.com/terms</a> .
<b>Total Time</b>	the total time (expressed in minutes) in any given month (where Service Availability is being calculated).
<b>Virus</b>	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Word / Phrase	Meaning
<b>Authorised Users</b>	the number of Users or units of the relevant Volume Metric permitted to access the Service as set out in the <u>Sales Order</u> .
<b>Customer Data</b>	any data inputted by Customer or its Personnel for the purpose of using the Service or facilitating Customer’s use of the Service.
<b>Disaster</b>	an unplanned event or circumstance of a significant scale or impact that results in unavailability of the Production Environment and which does not occur as a result of a Service Outage Exclusion e.g. to include but not limited to, natural disasters and weather events, <u>failure of infrastructure (external to the data centre)</u> .
<b>Non-Production Environment</b>	an environment, such as preview, testing, quality, development and acceptance that holds non-production data loads.