Date Last Updated: 22 December, 2026. These Standard Terms apply only to: (i) all new Contracts entered into on or after this date; and (ii) any renewals or replacements of existing Contracts agreed on or after this date. Contracts entered into before this date remain governed by the applicable legacy terms until renewed or replaced.

SOFTWAREONE STANDARD TERMS AND CONDITIONS

1. STANDARD TERMS

1.1. SoftwareOne is a global software reseller and information technology services provider, including in software portfolio management, software procurement, software asset management, cloud solutions and professional services.

1.2. These terms and conditions (the "**Standard Terms**") as published on the website of SoftwareOne located at https://www.softwareone.com/en/terms-conditions) comprise the terms and conditions (as amended from time to time) under which SoftwareOne will provide Products and Services.

1.3. These Standard Terms are entered into between the entity agreeing to be bound by its terms ("**Customer**") and the applicable SoftwareOne entity ("**SoftwareOne**") Customer is purchasing from (as stated in these Standard Terms or in the relevant Contract, as the case may be), each a "**Party**" and together the "**Parties**".

1.4. By physically or electronically signing a copy of these Standard Terms or a Contract, by clicking "Accept" to an electronic version, or by placing an order for a Product or a Service, Customer is agreeing to be bound by its terms ("**Effective Date**") and represents to SoftwareOne that it is an active business, that it is lawfully able to enter into these Standard Terms and, if you are an individual entering into these Standard Terms on behalf of Customer, you are representing to SoftwareOne that you have the legal authority to bind Customer.

2. STRUCTURE OF STANDARD TERMS AND CONTRACTS

2.1. These Standard Terms consists of:

2.1.1. the main body (the "**Main Body**");
2.1.2. the reselling terms set out in Appendix 1 (the "**Reselling Terms**");
2.1.3. the services terms set out in Appendix 2 (the "**Services Terms**"); and
2.1.4. any other terms and conditions referenced herein.

2.2. Where SoftwareOne is providing Products as a reseller of a Third Party, the Reselling Terms shall apply in addition to the Main Body. Where SoftwareOne is providing Services and/or providing Products (but not as a reseller of the Third Party) the Services Terms shall apply in addition to the Main Body.

2.3. Orders for Products are not binding on SoftwareOne until SoftwareOne issues an Order Confirmation, upon which a Contract shall automatically be formed between Customer and SoftwareOne. Orders for Services are not binding on SoftwareOne until SoftwareOne and Customer have executed a Contract. Each Contract shall constitute a separate legally binding agreement, which shall be subject to the terms and conditions set out in these Standard Terms, and which shall form the entire agreement between the Parties relating to the subject matter set forth in that Contract.

3. TERM

3.1. These Standard Terms shall come into force on the Effective Date and shall remain in effect until terminated in accordance with its terms (the "**Term**").

3.2. Each Contract shall come into force on the date set out in the Contract, or if none, upon its execution ("**Contract Effective Date**") and shall continue until it expires or is terminated in accordance with its terms ("**Contract Term**").

4. FEES, PAYMENT TERMS, TAXES AND EXPENSES

Fees and Payment Terms

4.1. Fees for the Products and Services, any other applicable charges and payment terms, including related billing models, shall be as set out in the Contract. Customer is solely responsible for ensuring that it understands the payment terms and related billing models. Where no payment terms or billing models are set out in the Contract, SoftwareOne shall be entitled to invoice Customer at its reasonable discretion and all fees and other charges shall be payable by Customer within fourteen (14) calendar days of the date of SoftwareOne's invoice. SoftwareOne's invoice format shall follow SoftwareOne's standard invoicing policy, unless otherwise agreed in a Contract.

4.2. For Products and/or Services that generate Overage Charges based upon consumption or otherwise, SoftwareOne shall be entitled to invoice Customer for such Overage Charges without the need for a further Contract to be executed. Customer shall provide all reasonable information required by SoftwareOne to enable SoftwareOne to issue invoices to Customer for such Overage Charges.

4.3. If Customer reasonably disputes any amount in an invoice, it shall pay the undisputed amount and, notify SoftwareOne of the disputed amount and its reasons for disputing it within seven (7) calendar days of the date of the invoice. If Customer does not notify SoftwareOne within this period, the invoice shall be deemed accepted and shall be paid in full by Customer. The Parties shall work together to promptly investigate and resolve any disputed amounts.

4.4. Without prejudice to any other rights or remedies, if Customer fails to pay any amounts due by the due date, SoftwareOne shall be entitled to charge interest on the outstanding amount at one and a half per cent (1.5%) per month or, where applicable Law does not permit this amount, the maximum amount permitted by applicable Law, without any written demand or notice of default, until the invoice is paid in full, together with all costs of collection, including reasonable attorneys' fees and court costs, in collecting such amounts.

4.5. Without prejudice to any other rights or remedies, where:

4.5.1. Customer's undisputed payments are overdue; or
4.5.2. Customer's Moody's, Standard and Poor, Fitch, Duff & Phelps drop to BB/Negative or lower, Customer's Dun and Bradstreet credit rating drops to four (4) or any similar agency credit ratings of Customer (if any) drop to a similar level,

SoftwareOne shall have the right, without liability to Customer, to: (i) immediately convert payment terms in any or all Contracts to Advance Payment; and/or (ii) in respect of Clause 4.5.1, suspend the provision of any or all of the Products and/or Services until Customer pays the overdue amounts in full, provided that SoftwareOne gives Customer at least fourteen (14) days' prior written notice of its intention to suspend under this Clause. The suspension of Products and/or Services under this Clause shall not relieve Customer of its obligation to pay for the Products and Services in accordance with these Standard Terms and each Contract.

4.6. Where a Third Party modifies any Product fees, expenses, Taxes or other charges or its billing model related thereto, SoftwareOne shall be entitled to modify its fees, expenses, Taxes or other charges and its related billing model. In addition, unless otherwise agreed in a Contract, SoftwareOne shall be entitled to vary its fees and/or other charges (including any percentages or discounts applied) on an annual basis.

4.7. All amounts payable by Customer to SoftwareOne will be made without setoff or counterclaim, and without any deduction or withholding.

4.8. The Contract will set out what pricing will apply and where the pricing and billing address for Products and/or Services is tied to. Where Customer has existing products and/or services it must verify the tenant location information registered for such products and/or services.

Taxes and Expenses

4.9. All fees and other charges are exclusive of Taxes and expenses which shall be invoiced by SoftwareOne and payable by Customer in addition thereto in accordance with this Clause 4 and the relevant Contract.

4.10. If Customer is required by Law to deduct or withhold any Taxes from any amount payable to SoftwareOne, the amount payable by Customer to SoftwareOne shall be increased so that after making all required deductions and withholdings, SoftwareOne receives an amount equal to the amount it would have received had no such deductions or withholdings been made.

4.11. Expenses (including any travel and subsistence) shall be agreed in the applicable Contract or preapproved by Customer in writing (email is sufficient). Expenses will be calculated in accordance with SoftwareOne's expenses policy, which will be made available to Customer upon request. SoftwareOne shall provide Customer with receipts or other evidence of actual payment as Customer may reasonably require.

Purchase Orders

4.12. Without prejudice to Clause 30.9, where Customer's internal processes require the issuance of purchase orders, Customer shall ensure that valid purchase orders covering all amounts payable under the relevant Contract are issued at the time of signature or commencement of any performance under the Contract (whichever is the earlier) and kept up to date throughout the Contract Term. Any purchase order or purchase order reference is for administrative convenience only and does not limit, condition or otherwise affect SoftwareOne's right to invoice or Customer's obligation to pay. The absence, delay or failure to issue or update a purchase order shall not prevent SoftwareOne from issuing any invoice, affect the validity of any invoice, or relieve Customer of its obligation to pay all invoiced amounts in accordance with the agreed payment terms.

5. CUSTOMER OBLIGATIONS

5.1. Customer shall comply with its obligations under these Standard Terms and each Contract at its cost.

Contacts, Staff and Premises

5.2. Customer shall notify SoftwareOne of its Authorised Contacts on the Contract Effective Date and thereafter notify SoftwareOne immediately of any changes to such contacts.

5.3. Customer shall provide sufficient, appropriately qualified, experienced and competent personnel to fulfil Customer's obligations under these Standard Terms and each Contract. Customer shall provide SoftwareOne with access to such personnel as may reasonably be required for SoftwareOne to fulfil its obligations.

5.4. Customer shall, at its cost, provide full and safe access to Customer premises and Customer Materials (including office accommodation and other facilities) as reasonably necessary for the purpose of performing these Standard Terms and the relevant Contract. Where SoftwareOne is working on Customer premises, it shall notify SoftwareOne in writing in advance of all applicable health and safety rules, guidelines and regulations and security requirements in place at its premises.

Customer Consents

5.5. Customer must have and maintain (and warrants that it has and will maintain) all necessary licenses, agreements, registrations, certifications, authorities, approvals and consents required for it and SoftwareOne to perform these Standard Terms and the Contracts (including any that may be required for the use of Customer Materials) and for Customer to conduct its business in relation thereto.

Customer, Users, Information and Customer Materials

5.6. Customer shall promptly provide SoftwareOne with (or procure the provision of) all assistance, cooperation, information and Customer Materials necessary for SoftwareOne to perform its obligations under these Standard Terms and each Contract. Customer warrants that the information and Customer Materials provided are appropriate, current, complete, true and accurate and shall notify SoftwareOne promptly of any changes in such or of any issues or circumstances (including any changes in its organisation or method of doing business) which might affect the performance of these Standard Terms or a Contract. SoftwareOne will not take any steps to independently investigate or verify any information or Customer Materials provided, and shall be entitled to rely upon them in its performance of its obligations under these Standard Terms and each Contract.

5.7. Customer shall ensure that it, its users, its third parties and the Customer Materials comply with all applicable Laws in the performance of these Standard Terms and each Contract.

Security, Integration and Back-up

5.8. Customer is responsible for all activity on its environments, tenants, subscriptions, accounts and portals and those it has access and use of in connection with or as part of the Products and/or Services ("**Use Environments**" or "**UEs**") and shall be liable for all fees, expenses, Taxes and other charges associated with such activity (including any stemming from Security Incidents). SoftwareOne shall be entitled to invoice, and Customer shall pay, all such amounts (including any SoftwareOne fees related thereto) in accordance with the payment terms agreed in these Standard Terms and the relevant Contract.

5.9. It is Customer's sole responsibility to maintain the confidentiality of all usernames, passwords and other sensitive information and to monitor and manage activity in UEs. Customer shall ensure it has security measures and alerts in place in accordance with requirements set out in the Contract and the relevant UE terms (which may be the Product Terms) ("**UE Terms**") if any. Where no specific requirements are set out in the Contract, Customer shall implement and maintain security measures and alerts that meet high industry standards, including administrative, physical, and technical safeguards. In all cases, such security measures and alerts shall be designed for the

prevention of loss, destruction, corruption, degradation, theft, unauthorised access, use and/or activity (including loss of data, excessive consumption and fraud) or other damage to the UEs, to any Materials therein, to SoftwareOne and/or to a third party (each a "**Security Incident**"). Customer will ensure: (i) that only its users that are authorised to use UEs on its behalf are given access and use; (ii) that its users access and use UEs responsibly; (iii) that all access credentials are responsibly managed and secured and multifactor authentication is enforced; and (iv) that any tools provided and/or made available (whether by SoftwareOne and/or a third party) to self-administer user access rights are used by Customer to monitor and control such access.

5.10. Where Customer Materials are integrated, accessed and/or used with Products, Services and/or UEs, Customer will be responsible for ensuring the security of such integration, access and/or use. Customer shall not (and shall ensure that its users do not) undertake, and that Customer Materials do not constitute, any of the Prohibited Actions. Customer shall not do or cause or allow anything to be done that affects the integrity or security of, or that causes, or may cause, a Security Incident in respect of the Products, Services and/or UEs and shall ensure that it has, without limitation, updated, maintained and effective security measures including multifactor authentication and virus scanners in place to prevent infection or attack with malicious software or code. Customer shall obtain, maintain and upgrade Customer Materials and ancillary services needed to integrate with and/or access and use the Products, Services and UEs (including any connectivity or compatibility therewith).

5.11. Except to the limited extent that SoftwareOne has specifically agreed in a Contract to be responsible for certain monitoring activities, Customer agrees that SoftwareOne is not obligated to monitor the access and/or use of the Products, Services and/or any UEs. Regardless of the foregoing, Customer must notify SoftwareOne immediately without delay (and in any event within twenty-four hours) on becoming aware of any actual or suspected Security Incident, provide all information reasonably requested by SoftwareOne (including all activity logs) and immediately take all commercially reasonable action to: (i) prevent the continuance of the Security Incident or any new Security Incident from occurring; and (ii) mitigate all claims, liabilities, damages, losses, fines, costs and expenses related thereto. Customer agrees that any information provided regarding the cause, methods, impact, indicators of compromise, or origins of a Security Incident or suspected Security Incident ("**Security Information**") will not be deemed Customer Confidential Information and that SoftwareOne may share such information with SoftwareOne's auditors, relevant Third Parties, other affected parties and any governmental authority, including for the purposes of the prevention and or mitigation of any loss, damage or liability. Customer will cooperate in any investigation of a Security Incident, suspected Security Incident or breach of these Standard Terms or a Contract and if an investigation results in a referral to law enforcement agencies, or if SoftwareOne or the relevant Third Party initiates other legal action to enforce its rights against responsible parties, Customer also agrees to provide reasonable and timely cooperation and information in relation thereto.

5.12. Except to the limited extent that SoftwareOne has specifically agreed in a Contract to be responsible for back-ups, Customer shall establish back-up procedures and carry out back-ups to protect and recover Customer Materials. Customer agrees that SoftwareOne will not have any liability whatsoever, under any circumstances, for any damages suffered by Customer as a result of its failure to undertake regular back-ups, improper back-ups or for lost or damaged Customer Materials, for any reason, in connection with the Products and/or Services.

Access Rights, Conditions

5.13. Where Customer has or is provided with administrative, co-administrative or other access rights (such as root access or subscription administrative rights) to a UE, Customer will not do or allow to be done any act or omission that could subject SoftwareOne or any third party (including any Third Party) to any liability or that could cause SoftwareOne to be in breach of its own obligations under the Contract, any Product Terms or UE Terms.

5.14. Where any access, use and/or activity may place SoftwareOne or a third party (including any Third Party) at risk of liabilities (for example, payment of consumption fees due to unusual or excessive activity or consumption) SoftwareOne shall, at its sole discretion, be entitled to set conditions and/or limitations (for example, volume and/or spend limits etc.) against Customer's access, use and/or activity on such UEs ("**Conditions**"). Customer may only submit orders in compliance with the Contract, UE Terms and any Conditions stipulated by SoftwareOne. Prior to consuming, provisioning and/or deprovisioning any Products and/or Services that would breach any Conditions, Customer must seek and obtain consent from SoftwareOne. SoftwareOne may (depending on the control SoftwareOne has over the UE) take any one (1) or more of the following actions: (i) reject any order that has, or may have, the effect of breaching the Conditions; (ii) modify the Conditions; and (iii) where a breach has occurred, threatened or is likely to occur, at its sole discretion, immediately at any time without notice and without liability suspend and/or remove the access rights provided and/or immediately terminate the Contract and/or these Standard Terms on notice and without liability.

5.15. Where SoftwareOne requires administrative, co-administrative or other access (such as root access or subscription administrative rights) to UEs, Customer shall provide such access as reasonably required by SoftwareOne including to provide the Products and Services, for billing and to identify SoftwareOne as Customer's support partner. Failure to grant appropriate access may prevent SoftwareOne from, among other things, fulfilling the Contract (including any service level agreement or milestone dates) and may have a direct impact on the

fees, expenses, Taxes and other charges (including consumption charges) that Customer may incur in connection with accessing and using the Products and/or Services. Should Customer look to revoke SoftwareOne's access (a "**Revocation Event**") SoftwareOne shall:

5.15.1. have the right to immediately terminate the Contract on notice without liability;
5.15.2. have the right to charge and/or increase fees payable (as the case may be) for such Products and/or Services (or relevant part thereof) to SoftwareOne's then current, non-discounted rates, commencing from the beginning of the calendar month in which the Revocation Event took place;
5.15.3. have the right to convert all payment terms to Advance Payment and invoice Customer accordingly; and
5.15.4. have no liability whatsoever, under any circumstances, including for any losses, damages, fees, costs and/or expenses suffered by Customer as a result of or in connection with the Revocation Event or any action taken under this Clause.

Decision-Making

5.16. Customer shall discharge its obligations and make decisions relating to these Standard Terms and each Contract within the timeframes agreed in the Contract or, if none are agreed, in a timely manner and, in any event, within such time as required for SoftwareOne to discharge its obligations.

5.17. Customer acknowledges and agrees that it is responsible and accountable for: (i) its access and use of the Services; (ii) the management, conduct and operation of its business and affairs; (iii) determining its use of and the extent of its reliance on any of SoftwareOne's advice or recommendations or any other product of the Products and/or Services; (iv) making decisions affecting the Products and/or Services, any product related thereto, its interests or its affairs; and (v) the delivery, achievement or realisation of any benefits directly or indirectly related to the Products and/or Services which require implementation or execution by Customer.

Audit

5.18. SoftwareOne (or its representatives) may audit Customer's compliance with these Standard Terms and each Contract: (a) where requested by a Third Party in relation to the Products; or (b) where SoftwareOne reasonably suspects a Security Incident has occurred. In each case, SoftwareOne shall provide as much notice as reasonably practicable. Customer shall cooperate with SoftwareOne and its representatives, including providing access to relevant information, systems and sites. SoftwareOne shall use reasonable endeavours to ensure that any such audit does not unreasonably interfere with Customer's normal business operations and that it is conducted during Customer's normal business hours.

5.19. Where an audit reveals Customer is: (i) in breach of these Standard Terms or a Contract (including any Product Terms), Customer shall, if such breach can be remedied, remedy it within thirty (30) calendar days of receiving written notice requiring remedy; (ii) accessing and using Products and/or Services in excess of the rights granted or there has been an underpayment of any amounts due, Customer must: (a) within fourteen (14) days of SoftwareOne's written notice (or such shorter period required by the Third Party, where applicable) pay all amounts due, together with any applicable late or excess use fees and interest; and (b) in addition, where required for compliance with Product Terms, order from SoftwareOne and pay for any additional Products (and corresponding Services where applicable) required to be compliant.

5.20. Without prejudice to any other rights or remedies, if Customer does not remedy the breach, pay the charges due and/or order necessary Products and Services required to be compliant (as the case may be), SoftwareOne may, immediately on notice and without liability, suspend Customer's right to access and use the Products and/or Services and/or terminate these Standard Terms and/or the relevant Contract(s).

5.21. Any audit will be conducted at SoftwareOne's expense save where Clause 5.19 applies, where Customer shall reimburse SoftwareOne's and its representative's reasonable costs and expense of the audit.

5.22. In addition, if a Third Party audits SoftwareOne in connection with any matter related to these Standard Terms and/or any Contract, Customer agrees to cooperate with and provide assistance to SoftwareOne during such audit.

6. SOFTWAREONE OBLIGATIONS

6.1. SoftwareOne shall:

6.1.1. provide the Products and perform the Services in accordance with these Standard Terms and the relevant Contract;
6.1.2. notify Customer of any issues it becomes aware of that may adversely affect the performance of its obligations under these Standard Terms or a Contract;

6.1.3. assign a primary contact for each Contract that will serve as the primary point for all communications with respect to such Contract; and

6.1.4. communicate with Customer as necessary to provide the Products and/or Services.

6.2. SoftwareOne will not be in breach of its obligations nor incur any liability for any failure or delay in complying with any of its obligations under these Standard Terms and/or any Contract, as a result of: (i) any request for delay in performance by Customer; (ii) any failure or delay by Customer, its users or its third parties to comply with any of the obligations under these Standard Terms and/or a Contract; (iii) any act, omission or default of Customer, its users or its third parties; and/or (iv) any failure or delay caused by any Customer Materials; (v) the nonfulfillment of any assumptions or dependencies set out in these Standard Terms and/or any Contract, each a "**Reprieve Event**". In such circumstances, and without prejudice to SoftwareOne's other rights and remedies, SoftwareOne shall have: (i) the right to a reasonable extension of time to perform its obligations; and (ii) the right to invoice and be paid for all fees, expenses, Taxes and other charges and losses incurred by it as a result of the Reprieve Event together with any fees, expenses, Taxes and other charges which would have been payable but for such Reprieve Event.

7. INTELLECTUAL PROPERTY RIGHTS

Customer Intellectual Property Rights

7.1. All right, title and interest of whatever nature (including all Intellectual Property Rights) in Customer Materials that are provided and/or made available by Customer in connection with these Standard Terms and/or any Contract in whatever form are and shall remain vested in Customer and its licensors (as the case may be). Customer hereby grants (or shall procure the grant) to SoftwareOne a worldwide, irrevocable, non-exclusive, non-sublicensable and non-transferable (save to SoftwareOne Parties), fully-paid, royalty-free license during the Term and the relevant Contract Term to access, use, copy, modify, reproduce, translate, publish and store Customer Materials to the extent necessary for SoftwareOne to perform these Standard Terms and the relevant Contracts.

SoftwareOne Intellectual Property Rights

7.2. Except as set out in Clause 7.3, all right, title and interest of whatever nature (including all Intellectual Property Rights) in the Services and SoftwareOne Materials provided and/or made available by SoftwareOne in connection with these Standard Terms and/or any Contract in whatever form (including all derivative works thereof) and whether possessed by SoftwareOne prior to the commencement of these Standard Terms and/or any Contract or developed, improved, modified, enhanced or refined by SoftwareOne during the course of the performance of these Standard Terms and/or any Contract or independently of these Standard Terms and/or any Contract are and shall remain vested in SoftwareOne. Customer shall do, and shall procure that, all such acts are done, as SoftwareOne may reasonably require to preserve or perfect SoftwareOne's right, title and interest.

Third Party Intellectual Property Rights

7.3. All Products and Third Party Materials resold, provided and/or made available to Customer in connection with these Standard Terms and/or any Contract shall be resold, provided and/or made available subject to these Standard Terms, the relevant Contract and the Product Terms. All right, title and interest of whatever nature (including all Intellectual Property Rights) in the Products and Third Party Materials (including all derivative works thereof) are and shall remain vested in the relevant Third Party and its licensors.

Use Restrictions

7.4. Unless otherwise agreed in these Standard Terms and/or a Contract (or unless the Product Terms expressly state otherwise in respect of the relevant Products) and except where expressly permitted by applicable Laws (and then only to the extent so permitted), Customer will not (nor will Customer permit any Affiliate, user or third party to) directly or indirectly:

7.4.1. use, alter or remove any product identification, proprietary, copyright, patent or other notices contained in the Products or Services;

7.4.2. upload Prohibited Materials to the Products or Services, including any harmful software or code that may damage, compromise, modify, impair or interrupt the functionality or security of the Products or Services;

7.4.3. undertake any Prohibited Actions;

7.4.4. provide any Feedback or Customer Materials to SoftwareOne that is not Customer's or that Customer does not have permission to provide for SoftwareOne and SoftwareOne Parties to use;

7.4.5. gather, download, use, copy, alter, remove display, sell, advertise or distribute any Products or Services;

7.4.6. use any Products or Services for time sharing, hosting, service provider or like purposes or otherwise commercially exploit any Products or Services;

7.4.7. access or use any Products or Services for benchmarking or competitive analysis or publicly disseminate performance or comparison information or analysis;

7.4.8. access, reproduce or otherwise use any Products or Services to build a product or service which competes with the Products or Services;
7.4.9. access or use Products or Services in a way intended to avoid incurring fees or exceeding usage limits or quotas;
7.4.10. copy, translate, alter, tamper with, repair, prepare derivative works from, decompile or reverse engineer Products or Services (or any part thereof) or otherwise attempt to discover any source code, underlying ideas, algorithms, file formats or programming interfaces of such by any means whatsoever; or
7.4.11. rely on the Products and/or Services as legal or tax services or for legal or tax advice.

This is not an exhaustive list of restrictions and all rights not expressly granted hereunder are reserved.

7.5. Unless otherwise stated in the Contract or the Product Terms, the Products and/or Services are not designed or intended for High Risk Use.

Feedback

7.6. Except as set out in Clause 10.7, Customer has no obligation to provide SoftwareOne with Feedback. If Customer provides Feedback to SoftwareOne, Customer hereby assigns (and shall procure the assignment of) all right, title and interest (including all Intellectual Property Rights) in such Feedback to SoftwareOne, without compensation to Customer or to any third party. To give effect to such assignment, SoftwareOne may require that Customer execute any reasonable documentation supplied by SoftwareOne at SoftwareOne's cost.

Aggregated Data and Analytics Data

7.7. SoftwareOne may compile, create and retain Aggregated Data and Analytics Data. Aggregated Data and Analytics Data will be anonymised such that it will not identify Customer or any user. Aggregated Data and Analytics Data is collected, created and retained for the purposes of operating, delivering, maintaining, analysing and improving SoftwareOne products, services and/or SoftwareOne Materials, as well as for research and development of new products, services and/or SoftwareOne Materials. SoftwareOne owns all right, title, and interest (including all Intellectual Property Rights) in and to all Aggregated Data and Analytics Data.

8. WARRANTIES AND DISCLAIMERS

8.1. Each Party warrants and represents that:

8.1.1. it has no outstanding obligations (written, oral or implied) that would prevent it from performing its obligations under these Standard Terms and each Contract; and
8.1.2. it shall not engage in any deceptive, misleading, illegal or unethical practices and shall conduct its business in accordance with good ethical standards and in compliance with the processes required under the UK Bribery Act 2010 (if applicable), the US Foreign Corrupt Practices Act (if applicable) and any other analogous Laws in any relevant jurisdiction. Each Party shall promptly notify the other Party if it becomes aware of or suspects a breach of this Clause in relation to the negotiation, conclusion, or performance of these Standard Terms and/or any Contract.

8.2. Customer in addition warrants and represents that: (i) the access and use of Customer Materials in connection with these Standard Terms and/or any Contract will not violate any third party rights, including any Intellectual Property Rights, confidentiality, privacy or property rights; (ii) it is procuring, and shall access and/or use the Products and Services only for its own internal use; (iii) it shall not breach SoftwareOne's nor any SoftwareOne Affiliate's Intellectual Property Rights; and (iv) it has full capacity and authority to enter into and perform these Standard Terms and each Contract and that these Standard Terms and each Contract is executed by a duly authorised representative. Customer agrees to indemnify, defend and hold SoftwareOne harmless from and against any and all liabilities, damages, losses, fines, costs and expenses whatsoever (including reasonable legal fees) arising, directly or indirectly, out of or in connection with: (a) any third party claim that Customer Materials infringe any third party rights, including any Intellectual Property Rights, confidentiality, privacy or property rights; (b) a breach by Customer of the Product Terms; and/or (c) a breach by Customer of SoftwareOne's and/or a SoftwareOne Affiliate's Intellectual Property Rights.

8.3. SAVE FOR ANY EXPRESS WARRANTIES GIVEN IN THESE STANDARD TERMS OR THE RELEVANT CONTRACT, THE SERVICES AND SOFTWAREONE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, ACCORDINGLY SOFTWAREONE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR QUIET ENJOYMENT, TOGETHER WITH ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE. IN ADDITION, SOFTWAREONE MAKES NO REPRESENTATION OR WARRANTY THAT THE

SERVICES OR SOFTWAREONE MATERIALS WILL MEET ANY REGULATORY OR INDUSTRY REQUIREMENTS OR ANY OTHER REQUIREMENTS OF ANY GOVERNMENT AUTHORITY IN ANY GEOGRAPHIC REGION OR CAUSE CUSTOMER TO BE COMPLIANT THERETO, MEET CUSTOMER REQUIREMENTS, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR ACHIEVE ANY INTENDED RESULTS, PROVIDE ANY COST SAVINGS, DECREASE IN SPEND OR IMPROVE PROCESS EFFICIENCY, REDUCE ANY SECURITY RISK OR EVIDENCE ANY OR ALL SECURITY RISKS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION OR IN A TIMELY MANNER, BE ERROR-FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED OR THAT THEY ARE SECURE OR FREE FROM MALICIOUS SOFTWARE OR CODE, AND SOFTWAREONE SHALL HAVE NO LIABILITY DUE TO ANY DAMAGES CAUSED BY THE SAME.

8.4. FURTHERMORE, AND FOR THE AVOIDANCE OF DOUBT, CUSTOMER ACKNOWLEDGES AND AGREES THAT (I) SOFTWAREONE DOES NOT ASSUME ANY LIABILITY OR PROVIDE ANY WARRANTY OR INDEMNITY FOR PRODUCTS. ACCORDINGLY, ALL PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY DOCUMENT RELATING TO PRODUCTS, THAT INCLUDES ANY WARRANTY OR INDEMNITY FROM SOFTWAREONE TO CUSTOMER OR ANY USER, OR THAT INCLUDES LANGUAGE THAT MAY CREATE A LIABILITY FOR SOFTWAREONE, IS NULL AND VOID; (II) IN NO EVENT SHALL SOFTWAREONE BE LIABLE FOR CUSTOMER'S BREACH OF OR FAILURE TO COMPLY WITH ANY PRODUCT TERMS; AND (III) SOFTWAREONE SHALL HAVE NO LIABILITY IN CONNECTION WITH ANY AUDIT OR PAYMENT REQUEST MADE TO CUSTOMER BY A THIRD PARTY BASED ON CUSTOMER'S USE OF PRODUCTS OR NON-COMPLIANCE WITH PRODUCT TERMS.

9. LIMITATION OF LIABILITY

9.1. NEITHER PARTY'S LIABILITY SHALL BE EXCLUDED OR LIMITED (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, INDEMNITY OR OTHERWISE) IN RESPECT OF:

9.1.1. DEATH OR PERSONAL INJURY ATTRIBUTABLE TO NEGLIGENCE;
9.1.2. FRAUD OR FRAUDULENT MISREPRESENTATION;
9.1.3. GROSS NEGLIGENCE OR WILFUL MISCONDUCT;
9.1.4. IN RELATION TO CUSTOMER: (I) CUSTOMER'S LIABILITY TO PAY SOFTWAREONE IN ACCORDANCE WITH THESE STANDARD TERMS AND EACH CONTRACT; AND (II) CUSTOMER'S INDEMNITY OBLIGATIONS UNDER THESE STANDARD TERMS AND EACH CONTRACT;
9.1.5. IN RELATION TO SOFTWAREONE, SOFTWAREONE'S INDEMNITY OBLIGATIONS UNDER CLAUSE 6 (INTELLECTUAL PROPERTY RIGHTS INDEMNITY) OF THE SERVICES TERMS; AND
9.1.6. ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AT LAW.

9.2. EXCEPT AS PROVIDED IN CLAUSE 9.1, SOFTWAREONE SHALL NOT BE LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, INDEMNITY OR OTHERWISE) FOR:

9.2.1. LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF SAVINGS (REAL OR ANTICIPATED), LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF, DAMAGE TO OR CORRUPTION OF CUSTOMER MATERIALS NOR THE COSTS OF RECONSTITUTING THE SAME, LOSS OF CONTRACTS OR LOSS OF GOODWILL OR REPUTATION; OR
9.2.2. ANY TYPE OF SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, INJURY OR EXPENSE,

HOWSOEVER CAUSED (WHETHER SUCH LOSS, DAMAGE, INJURY OR EXPENSE WAS FORESEEABLE, KNOWN OR OTHERWISE).

9.3. EXCEPT AS PROVIDED IN CLAUSE 9.1 AND SUBJECT TO CLAUSE 9.2 AND SAVE FOR ANY LIABILITY ARISING UNDER A CONTRACT WHERE CLAUSE 9.4 SHALL APPLY, SOFTWAREONE'S TOTAL AGGREGATE, CUMULATIVE LIABILITY IN RESPECT OF ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THESE STANDARD TERMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, INDEMNITY OR OTHERWISE) SHALL NOT EXCEED TEN THOUSAND US DOLLARS (US$10,000).

9.4. EXCEPT AS PROVIDED IN CLAUSE 9.1 AND SUBJECT TO CLAUSE 9.2 SOFTWAREONE'S TOTAL AGGREGATE, CUMULATIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH A CONTRACT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, INDEMNITY OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF: (I) THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SOFTWAREONE UNDER THAT CONTRACT (EXCLUDING ANY AMOUNTS

PAID OR PAYABLE OVER TO THIRD PARTIES) IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM; AND (II) TEN THOUSAND US DOLLARS (US$ 10,000) OR THE EQUIVALENT AMOUNT IN THE CURRENCY WHERE SOFTWAREONE IS LOCATED.

9.5. SUBJECT TO CLAUSE 24.1 OF THESE STANDARD TERMS, THE LAWS OF SOME COUNTRIES MAY NOT ALLOW SOME OR ALL OF THE LIMITATIONS DESCRIBED ABOVE AND IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY. IN SUCH CIRCUMSTANCE THE ABOVE PROVISIONS WILL BE DEEMED MODIFIED TO THE MINIMAL EXTENT REQUIRED TO MAKE THEM APPLICABLE PURSUANT TO SUCH APPLICABLE LAWS.

10. CONFIDENTIALITY, MARKETING AND CUSTOMER SATISFACTION SURVEYS

Confidentiality

10.1. Each Party acknowledges that certain information it will receive from the other Party may be Confidential Information of the other Party. Recipient shall exercise the same degree of care and protection with respect to Confidential Information of the Discloser that it exercises with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Recipient shall not disclose, or permit the disclosure of the Discloser's Confidential Information to any third party other than to its Permitted Recipients without the prior written consent of Discloser. Where Discloser has given its prior written consent, the third party will be deemed a Permitted Recipient of Recipient.

10.2. Recipient may only use Confidential Information to the extent necessary to exercise its rights and/or fulfil its obligations under these Standard Terms and the relevant Contract and may disclose such Confidential Information only to its Permitted Recipients on a need to know basis and only for the purposes of these Standard Terms and the relevant Contract. Recipient must ensure that its Permitted Recipients receiving Confidential Information: (i) have been made aware of and comply with the confidentiality obligations set out in these Standard Terms and the relevant Contract; and (ii) shall not cause or permit any Confidential Information to be disclosed to a third party. Recipient shall be directly responsible to the Discloser for any breach of such obligations by its Permitted Recipients.

10.3. Recipient shall not be prevented from disclosing any Confidential Information where it can demonstrate and document that such information:

10.3.1. was rightfully in its possession or known to it prior to its receipt;
10.3.2. is or has become public knowledge through no fault of Recipient;
10.3.3. is lawfully obtained from a third party who is not bound by similar obligations of confidentiality;
10.3.4. is developed by Recipient independently of any disclosures made hereunder and without reference, use or access to any of Discloser's Confidential Information.

10.4. Recipient shall not be prevented from disclosing any Confidential Information where Recipient is required to disclose Confidential Information pursuant to Law or the order or requirement of any court, governmental or regulatory body (including any securities exchange) to which Recipient is bound, Recipient shall, to the extent that it is not prevented by such Law, order or requirement: (i) limit disclosure to the extent strictly necessary and give as much notice as possible to Discloser; and (ii) if requested, assist Discloser (at Discloser's cost), in seeking a protective order or other assurance with respect to maintaining the confidentiality of such Confidential Information.

10.5. Recipient acknowledges that damages may not be an adequate remedy for Discloser in the event of Recipient's actual or threatened breach of the obligations of confidentiality set out herein and that Discloser shall (without prejudice to any other rights or remedies) have the right to seek injunctive relief, specific performance or other appropriate order to enforce those obligations.

Marketing and Customer Satisfaction Surveys

10.6. Notwithstanding the above, Customer authorises SoftwareOne and each of its Affiliates to use it as a reference for the Products and/or Services and to disclose it as a customer of SoftwareOne for such purposes, including in verbal endorsements, presentations, press releases, customer lists, reference databases, responses to tenders, digital and physical marketing material, online media channels and content (e.g. websites, social media etc.) and in other marketing and communications to prospective customers and third parties. Customer also agrees to provide one (1) or more quotes, to serve as a case study, to facilitate the participation of its personnel in video testimonials, and to be generally available as a reference for conversations with potential customers with respect to Products and/or Services provided under a Contract(s). SoftwareOne will work with Customer designated representatives to prepare the relevant material for publication. In relation to any conversations with potential customers, SoftwareOne will request availability and moderate and lead the conversation between Customer and any potential customer. For all such purposes, Customer grants SoftwareOne and its Affiliates a worldwide, free,

non-exclusive, unlimited license to create, publish, display, reproduce, print, transmit, exhibit, distribute and otherwise use Customer's name, logo and trademarks ("**Customer Marks**") and any Customer Materials provided by Customer in connection with the above. All goodwill arising from the use of Customer Marks will inure to the benefit of Customer.

10.7. In addition, Customer agrees to facilitate the participation of its personnel in customer satisfaction surveys from time to time. In this regard, SoftwareOne may send personnel employed by Customer or acting on its behalf customer satisfaction surveys via email addresses which SoftwareOne have been provided with during the conclusion and performance of these Standard Terms and/or any Contract. Customer or the respective personnel may opt out of this at any time, by using the "Unsubscribe" option in the communication or by sending an email to Voiceof.Customer@softwareone.com. Please see SoftwareOne's Privacy Notice here: Privacy Notice | SoftwareOne for further details on how Personal Data is being processed.

10.8. Where any Personal Data of Customer personnel will be processed by SoftwareOne pursuant to the activities permitted under Clause 10.6, Customer agrees to facilitate the signature by the relevant personnel of a SoftwareOne Marketing Participation Agreement.

10.9. Customer shall notify SoftwareOne of any change to its personnel taking part in the activities set out in Clauses 10.7 and 10.8 promptly.

10.10. For the avoidance of doubt, these Standard Terms and the Contract(s) and any Confidential Information disclosed pursuant to them shall be kept confidential and not disclosed without Discloser's prior written consent.

11. SUSPENSION

11.1. Without prejudice to any other right or remedy, SoftwareOne may at any time, at its discretion, suspend or request the suspension of, Customer's access and/or use of the Products, Services and/or any UEs or any part thereof, immediately without notice and without liability:

11.1.1. where access and/or use may cause an adverse impact on the Products, Services and/or UEs, subject SoftwareOne or any third party (including any Third Party) to any liability (including unusual or excessive activity or consumption) or where necessary to address an emergency, a security threat or a threat to the integrity or reputation of SoftwareOne or any third party (including any Third Party);
11.1.2. where Customer is in breach of these Standard Terms, a Contract, the Product Terms or the UE Terms (save for a failure to pay any amounts when due which shall be dealt with in accordance with Clause 4.5);
11.1.3. to comply with the Law or the order or requirement of any governmental or regulatory body (including any securities exchange) to which SoftwareOne is bound;
11.1.4. in relation to Products, where the Third Party disables or suspends access or use or has asked SoftwareOne to do so; or
11.1.5. without prejudice to SoftwareOne's right to terminate, in any circumstances where SoftwareOne is otherwise entitled to terminate these Standard Terms or a Contract.

12. TERMINATION

12.1. Either Party may terminate these Standard Terms and/or any Contract(s) at any time with immediate effect on written notice to the other Party, without incurring liability for such termination, if:

12.1.1. the other Party, goes into liquidation, suspends or ceases to carry on all or a substantial part of its business;
12.1.2. an administrator, administrative receiver, receiver or manager is appointed (or any person becomes entitled to appoint such) over any part of the other Party's business;
12.1.3. or a creditor or encumbrancer takes possession of, or such other similar process is levied or enforced on, the other Party's property or assets and it is not discharged within ten (10) Business Days);
12.1.4. the other Party, being an individual or where the Party is a firm, any partner in that firm, becomes bankrupt or a petition is presented for such bankruptcy;
12.1.5. the other Party suspends payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is engaged in any procedures or arrangement relating to rescheduling of debt, an arrangement with creditors, an administration order, a restructuring plan, a winding up procedure or a moratorium; or
12.1.6. anything analogous to the foregoing occurs under the Law of any jurisdiction in relation to the other Party.

12.2. In addition to any other rights of termination, either Party may terminate these Standard Terms and/or the relevant Contract at any time with immediate effect on written notice to the other Party without incurring liability for such termination if the other Party commits a material breach of these Standard Terms or the relevant Contract (as the case may be) which cannot be remedied or commits a material breach which can be remedied and fails to remedy

it within thirty (30) calendar days of receiving written notice requiring it to be remedied (including, for the avoidance of doubt, a failure by Customer to pay any amounts when due, which shall be deemed to be a material breach).

12.3. Either Party may terminate these Standard Terms for any reason at any time on thirty (30) days prior written notice to the other Party without incurring liability for such termination. Unless otherwise agreed in a Contract, SoftwareOne may in addition, terminate a Contract (in whole or in part), at any time, and for any reason or no reason, by providing at least thirty (30) days prior written notice to Customer.

12.4. In addition to any other rights of termination, SoftwareOne may terminate these Standard Terms and/or any Contract at any time with immediate effect on written notice to Customer, without incurring liability for such termination, where:

12.4.1. Customer or any of its Affiliates or any of its or their directors, officers, managers, employees or agents is impacted by Sanctions Rules or Customer is in breach of Clause 15;
12.4.2. it determines it is necessary to comply with the Law or a requirement of any governmental or regulatory body (including any securities exchange) to which SoftwareOne is bound;
12.4.3. it suspects there may be illegal or fraudulent activity in connection with Customer's access or use of the Products and/or Services;
12.4.4. its relationship with a Third Party that provides Products that it depends on to perform a Contract expires, terminates or requires it to change the way it provides such Products or prohibits it from selling or making such Products available; or
12.4.5. a Third Party has terminated or requested SoftwareOne to terminate the Product Terms.

12.5. Save as set out herein, termination of a Contract shall be affected in accordance with its terms.

13. CONSEQUENCES OF TERMINATION

13.1. Upon the expiry or termination for any reason of these Standard Terms and/or a Contract:

13.1.1. all Customer's rights and permissions under these Standard Terms and/or the Contract (as the case may be) shall immediately and automatically terminate;
13.1.2. each Party shall immediately deliver up or, if directed by the other Party, destroy, all Confidential Information of the other Party (save for any required for use in connection with those Contracts still in force or which may be required to be retained by Law, in respect of possible juridical proceedings or for audit and/or record purposes) and all copies of the same in its possession, custody or control; and
13.1.3. Customer shall pay SoftwareOne for all amounts due up to the date of termination, together with: (a) the costs of all materials and goods ordered for the performance of these Standard Terms and/or the Contract being terminated; (b) all other amounts such as usage fees, license fees, cancellation/termination charges, transfer fees, minimum commitment payments and other payments that SoftwareOne has paid or is contracted or liable to pay to its subcontractors, contractors, agents, licensors or suppliers (including any Third Parties); and (c) except to the extent SoftwareOne terminates a Contract (in whole or in part) for convenience (e.g. not as a result of a Customer default), the termination fees set out in the Contract (if any) ("**Termination Fees**") for the Products and/or Services being terminated. All payments (including future payments) will become immediately due and payable on the effective date of termination, even if longer payment terms had been previously agreed.

13.2. Any additional consequences of termination or expiry of a Contract will be set out in the Contract.

13.3. The expiry or termination of: (i) these Standard Terms will not automatically terminate any Contract; and (ii) a Contract will not automatically terminate any other Contract or these Standard Terms.

13.4. Termination of these Standard Terms or any Contract(s) under this or any other Clause shall not affect the continuance of any Clauses within such agreements which are stated or by their nature are intended to continue after termination nor shall it affect any accrued rights or existing obligations already incurred whether relating to payment or otherwise.

14. DATA PROTECTION

14.1. To the extent that the performance of a Contract involves the processing of Personal Data by SoftwareOne on behalf of and under the instructions of Customer, the Parties shall agree to the Framework Data Processing Agreement set out in the Contract. For the avoidance of doubt, the Customer agrees that its instructions for the processing of Personal Data shall be as set out in the Framework Data Processing Agreement.

14.2. The Parties agree that, where Personal Data is being processed, they will each comply with applicable requirements under the relevant data protection Laws. Therefore, this Clause is in addition to, and does not relieve, remove or replace a Party's obligations or rights under such data protection Laws.

15. EXPORT

15.1. Customer acknowledges that the Products and/or Services may be subject to export control, trade, and sanctions laws of multiple jurisdictions. Customer shall comply at all times with all applicable import, export control, customs and sanctions laws and regulations, including those administered or enforced by the United States (including the Export Administration Regulations and OFAC regulations), the European Union and its Member States, the United Kingdom, the United Nations Security Council, and any other jurisdiction with authority over SoftwareOne, Customer, the Products and/or the Services. This obligation applies to all exports, re-exports and transfers (including in-country and deemed exports), and to all access, use and/or receipt of the Products and/or Services.

15.2. Customer shall not, directly or indirectly: (i) export, re-export, transfer, or disclose any Products and/or Services to any sanctioned or embargoed country or region, or to any person or entity that is listed on or owned or controlled by a party listed on any applicable restricted party list; (ii) access and/or use the Products and/or Services for any restricted end use, including nuclear, missile, or chemical/biological weapons proliferation; military, defense, or surveillance applications where prohibited; or in connection with human rights abuses; or (iii) resell, sublicense, or otherwise transfer the Products and/or Services to any third party unless such third party agrees in writing to comply with obligations similar to those in this Clause.

15.3. SoftwareOne does not undertake to provide any export classification or licensing information for the Products. However, upon specific written request from the Customer, and only to the extent such information is available to SoftwareOne from the relevant Third Party, SoftwareOne may provide such information to Customer. Any such information is provided solely for convenience and without warranty of accuracy or completeness. Customer remains solely responsible for determining and complying with all applicable classification, licensing, and authorisation requirements relating to its access, use, import, export, re-export, or transfer of the Products and Services, and shall, at its own expense, obtain any required licenses, permits, or other authorisations before engaging in any such activities.

15.4. Customer represents and warrants that neither it, nor any of its Affiliates, nor any of its or its Affiliates', directors, officers, employees, or agents: (i) is listed on, owned or controlled by, or acting on behalf of any person or entity on any applicable restricted or denied party list; (ii) is located, organised, or resident in any country or region subject to comprehensive sanctions or trade embargoes; or (iii) will access or use or permit the access or use of the Products and/or Services in, or for the benefit of, any such sanctioned person, country, or region. Customer shall promptly notify SoftwareOne in writing if any of these representations cease to be true.

15.5. Customer shall promptly, and in any event prior to any export, re-export, or transfer of the Products and/or Services, notify SoftwareOne in writing of any actual or suspected breach of this Clause or any change in applicable export or sanctions restrictions that may affect Customer's access and/or use of the Products and/or Services. Customer shall maintain accurate records demonstrating its compliance with this Clause for at least five (5) years after termination or expiry of these Standard Terms and each Contract and, upon SoftwareOne's reasonable request, provide relevant documentation or certifications and cooperate with SoftwareOne in responding to lawful requests or audits by competent authorities relating to the Products and/or Services.

15.6. Any breach of this Clause by Customer shall constitute a material breach entitling SoftwareOne to terminate these Standard Terms and/or the relevant Contract(s) immediately on notice without liability. In addition, SoftwareOne may terminate these Standard Terms and/or the relevant Contract(s) immediately on notice, without liability, if it reasonably believes that performance would violate applicable export control or sanctions laws or this Clause. Customer agrees to indemnify, defend, and hold SoftwareOne and its Affiliates and its and their respective officers, directors, employees, and agents harmless from and against any and all claims, liabilities, damages, losses, fines, penalties, costs and expenses whatsoever (including reasonable legal fees) arising directly or indirectly out of or in connection with any breach of this Clause by Customer, its Affiliates, or any person to whom it has provided access and/or use of the Products and/or Services.

15.7. This Clause shall survive termination or expiry of these Standard Terms and each Contract.

16. AFFILIATES

16.1. Affiliates of Customer may procure Products and/or Services under these Standard Terms by entering into a Contract with SoftwareOne or a SoftwareOne Affiliate. When a Customer Affiliate enters into a Contract under these Standard Terms: (i) references to "Customer" in these Standard Terms shall refer to such Customer Affiliate; (ii) references to "SoftwareOne" in these Standard Terms shall refer to the SoftwareOne Affiliate that has entered into the Contract or, to SoftwareOne, where SoftwareOne has entered into the Contract with the Customer Affiliate; and (iii) the terms and conditions of the Contract shall represent a separate agreement between Customer Affiliate and the SoftwareOne Affiliate that has entered into the Contract or, SoftwareOne, where SoftwareOne has entered into the Contract with Customer Affiliate. The parties to the Contract may incorporate specific terms and conditions, including any required to address local Laws and regulations into a Contract, except

that such locally agreed upon terms and conditions will be provisions specific to that Contract and will not be construed as amending these Standard Terms other than with respect to such Contract. Customer acknowledges that Third Parties may have additional requirements for Customer Affiliates, including for example, for the purpose of determining Product price levels or discounts.

16.2. Customer and its Affiliates will be jointly and severally liable for any liabilities which may arise in connection with these Standard Terms and any Contract(s).

16.3. Without prejudice to any other rights SoftwareOne may have, if any amount payable by Customer or any Customer Affiliate is not paid within twenty (20) calendar days of the date of invoice, SoftwareOne may, at its sole discretion, render the invoice to any entity within the Customer Group. Any entity within the Customer Group receiving such invoice agrees to pay all such overdue amounts to SoftwareOne within five (5) calendar days of the date of the invoice. Before delivering the invoice to another Customer Group entity, SoftwareOne shall use reasonable efforts to collect payment from Customer or the relevant Customer Affiliate (as the case may be) in accordance with SoftwareOne's normal accounts receivable practices.

17. FORCE MAJEURE

17.1. Neither Party shall be liable for any delay or failure to perform its obligations under these Standard Terms or any Contract (other than payment obligations) to the extent that such delay or failure is a result of a Force Majeure Event. Each Party shall promptly notify the other Party of a Force Majeure Event or potential Force Majeure Event which could affect its ability to perform its obligations and use reasonable endeavors to mitigate its effects.

18. SOLICITATION

18.1. For a period of twelve (12) months after the termination or expiry of these Standard Terms or a Contract (as the case may be), neither Party shall, directly or indirectly, solicit for employment any officer, director, employee or individual contractor of the other Party or of any of its Affiliates who has been involved in the subject matter of these Standard Terms or the relevant Contract (as the case may be) without the prior written consent of the other Party. This prohibition shall not prevent a Party at any time from running bona fide recruitment advertising campaigns nor from offering employment to any such personnel of the other Party who may respond to such campaigns.

19. RELATIONSHIP OF THE PARTIES

19.1. The Parties shall at all times stand in relation to each other as independent contractors, and nothing in these Standard Terms or any Contract shall be taken to create any employment relationship, agency, joint venture, partnership or other similar arrangement. Save as otherwise set out in these Standard Terms or the relevant Contract, neither Party is or may hold itself out to any third party as being the agent of the other or has the authority to bind the other Party.

20. NON-EXCLUSIVE RIGHTS

20.1. These Standard Terms and each Contract are non-exclusive, and either Party may enter into agreements with third parties for similar products and/or services. Nothing in these Standard Terms obligates Customer to enter into a Contract or to purchase any particular quantity (whether in volume, monetary terms or duration) of Products and/or Services. Nothing in these Standard Terms will obligate SoftwareOne to provide Products and/or Services to Customer.

21. ASSIGNMENT AND SUBCONTRACTING

21.1. Customer may not assign, transfer, novate or subcontract any of its rights and/or obligations under these Standard Terms or any Contract without the prior written consent of SoftwareOne (which shall not be unreasonably withheld or delayed).

21.2. SoftwareOne may assign, transfer, novate or subcontract any or all of its rights and/or obligations under these Standard Terms or any Contract to any Affiliate or third party at any time without Customer's prior written consent.

21.3. Subject to the other provisions of this Clause, these Standard Terms and each Contract are binding upon and shall enure for the benefit of the Parties' personal representatives, permitted assigns and successors in title.

22. THIRD PARTY BENEFICIARIES

22.1. Save as expressly set out in these Standard Terms or a Contract, nothing in these Standard Terms or the Contract creates any third-party beneficiary rights in any individual or entity that is not a party to it. If a person who is not a party to these Standard Terms or the Contract has a right to enforce any term thereof by virtue of any Law,

notwithstanding such Law, the Parties thereto may vary or cancel these Standard Terms or the Contract between them without requiring the consent of such third party.

23. WAIVER

23.1. The waiver or modification by either Party of any term or condition of these Standard Terms or a Contract shall not void, waive or modify any other term or condition. No failure to exercise or delay in exercising a right or remedy will be construed as a waiver or relinquishment of that right or remedy in respect of any circumstances or events, past, present and/or future. No single or partial exercise of any right or remedy will preclude or restrict the further exercise of that right or remedy. All waivers must be in writing to be effective.

24. SEVERABILITY

24.1. If any provision of these Standard Terms or a Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalidity, illegality or unenforceability will not impair or affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect. The Parties agree to attempt to substitute a valid, legal and enforceable provision achieving as far as possible the economic, legal and commercial objectives of the invalid, illegal or unenforceable provision.

25. MODIFICATIONS

25.1. SoftwareOne may modify these Standard Terms at any time and for any reason without Customer's consent. Modifications to a Contract may be made in accordance with its terms. Notwithstanding anything set out in a Contract and without prejudice to any other rights of modification, SoftwareOne shall be entitled without Customer's consent to modify any part of any Contract(s) to: (i) comply with the Law or a requirement of any governmental or regulatory body (including any securities exchange) to which SoftwareOne is bound; and (ii) reflect modifications made by a Third Party to their Product Terms or terms covering their resale by SoftwareOne or provision as part of SoftwareOne's Services.

25.2. Third Parties shall be entitled to modify their Product Terms in accordance therewith. Any modifications made by a Third Party to its Product Terms shall be deemed to take effect on the date such Third Party states as the effective date for such modifications. Unless otherwise agreed by SoftwareOne, it shall be Customer's responsibility to regularly monitor, check and stay informed on any modifications a Third Party makes to its Product Terms.

25.3. Notwithstanding Clause 26, SoftwareOne may post modifications to these Standard Terms at the following link: https://www.softwareone.com/en/terms-conditions and to any Contract at the link(s) notified within such Contract(s). Any such posting shall be deemed to be notice and deemed to have been received upon such posting. It shall be Customer's responsibility to regularly check such sites for modifications to the terms. By continuing to use the Products and/or Services after the date of the modifications, Customer agrees to be bound by the modified terms.

25.4. Customer agrees that it shall have no claim against SoftwareOne for any damages caused as a result of any modifications made by SoftwareOne to its terms or by Third Parties to their Product Terms.

26. NOTICES

26.1. Any notice to be given under these Standard Terms or any Contract must be in writing to be effective. Notices may be delivered by hand, by recorded delivery, by courier or by electronic transmission (if sent in electronic form) and must be delivered to the address and marked for the attention of the individual specified in these Standard Terms or the relevant Contract (as the case may be), or to any other address, and marked for the attention of any other individual, that either Party may nominate in writing for these purposes.

26.2. Notices shall be deemed received: (i) at the time of delivery, if hand delivered; (ii) if sent by recorded delivery, on the date of receipt as recorded on actual delivery; (iii) at the time of signature of the courier's receipt, if delivered by courier; and (iv) if sent without an error notification returned, on a business day during business hours at the recipient's location, upon sending the email and otherwise on the next business day , if delivered by email.

27. ENTIRE AGREEMENT

27.1. These Standard Terms and each Contract separately constitute the complete and exclusive statement of the agreement between the Parties in relation to these Standard Terms or such Contract (as the case may be) and supersedes all prior agreements, proposals, promises, assurances, warranties, representations understandings and other communications, whether oral or written, between the Parties relating to its subject matter. No reliance has been placed by Customer on any warranty, representation, undertaking or other statement or expression of opinion (whether innocently or negligently made) which is not expressly set out in these Standard Terms or in the

relevant Contract and Customer agrees that it shall not have any right or remedy against SoftwareOne in relation thereto unless fraudulent.

28. ESCALATION AND DISPUTE RESOLUTION

28.1. Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve any disputes arising out of or relating to these Standard Terms or any Contract informally at the lowest possible level of authority, through amicable, commercial channels and procedures. If the Parties fail to resolve the dispute, then upon the written request of either Party, each Party will designate an authorised senior representative, whose task it will be to meet as often as reasonably necessary for the purpose of endeavoring to resolve the dispute within fifteen (15) calendar days. If the dispute cannot be resolved by the authorised senior representatives, either Party may refer the matter to their respective CEOs, or their designated representatives, who shall meet to discuss the matter with the intention of settling the dispute as soon as reasonably possible. If the dispute is not resolved under this procedure within a total period of thirty (30) calendar days, then either Party may commence formal legal proceedings to enforce its rights under these Standard Terms or the Contract (as the case may be).

28.2. Nothing in this Clause shall prevent the Parties from commencing or continuing court proceedings to: (i) deal with claims related to the ownership of Intellectual Property Rights; (ii) compel or restrain the other Party to do or from doing any act; (iii) avoid expiration of applicable limitations periods; (iv) preserve a superior position in a dispute with respect to other possible creditors; or (v) collect a debt.

29. GOVERNING LAW AND COUNTRY SPECIFIC PROVISIONS

29.1. These Standard Terms and each Contract shall be governed by and construed in accordance with the Laws of the country / state / province in which SoftwareOne's local head office is situated, without reference to conflict of law rules ("**Governing Law**"). The United Nations Convention on Contracts for the International Sales of Goods will not apply to these Standard Terms or to any Contract. Each Party submits to the exclusive jurisdiction of the courts of the country / state / province / city in which SoftwareOne's local head office is situated (or competent for such location) in respect of any dispute or proceedings which may arise out of or in connection with these Standard Terms or a Contract (as the case may be). Notwithstanding the foregoing: (i) each Party may pursue injunctive relief in any forum, to protect its Intellectual Property Rights, to enforce confidentiality obligations or for the enforcement or recognition of any award or order; and (ii) SoftwareOne may, at its sole discretion, also bring any suit or claim for the collection and/or the recovery of outstanding payments or other monetary claims in the country / state / province where the Customer is located.

29.2. The Country Specific Provisions applicable to the Governing Law are set out at the following link: Country Specific Provisions.

30. DEFINITIONS AND INTERPRETATION

Interpretation

30.1. All references to any Law shall be construed as including references to that Law as amended, extended or re-enacted from time to time and to any Laws made under it.

30.2. Except where the context otherwise requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

30.3. A person includes a corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

30.4. Clause, paragraph, section and Appendix headings are for ease of reference only and shall not affect the interpretation or construction of these Standard Terms or any Contract.

30.5. Any phrase introduced by the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

30.6. These Standard Terms and/or any Contract may be made available in languages other than English. Where no version is made available in a particular language, the English language version shall apply. Where a version is made available in another language, and there is any conflict or inconsistency between that version and the English language version, the English language version shall take precedence.

30.7. Where a physical or electronic signature is required, these Standard Terms and each Contract may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such

counterparts taken together shall constitute one and the same Standard Terms or Contract agreement (as the case may be).

Order of Precedence

30.8. In the event of any conflict or inconsistency between the terms of: (i) these Standard Terms and the Appendices, the terms of the Appendices shall take precedence; and (ii) these Standard Terms and the terms of a Contract, the terms of the Contract shall take precedence.

Customer Terms

30.9. No general terms and conditions, or provisions of any website, invoice, purchase order or other business form employed by Customer will supersede the terms of these Standard Terms or any Contract, and any such document relating to these Standard Terms or any Contract will be for administrative purposes only and will have no legal effect, even if SoftwareOne does not expressly object to it or if SoftwareOne effects delivery of Products and/or Services to Customer unconditionally in knowledge of such terms and conditions or provisions.

Definitions

30.10. In these Standard Terms and each Contract, unless the context requires otherwise:

Advance Payment	means SoftwareOne will invoice amounts to be paid by Customer in advance, which Customer must pay before the Products and/or Services to be provided will start, continue or be delivered.
Affiliate	means any entity controlled by or under the same control as or controlling the relevant party, where "***Control***" means owning or controlling the majority (more than fifty percent (50%) of the voting rights, either directly or indirectly, or, otherwise possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of the concerned entity and "***Controls***", "***Controlled***" and "***Controlling***" shall be interpreted accordingly.
Aggregated Data	means information and data collected from or submitted, confirmed or provided by Customer and/or any user in the course of accessing and/or using the Products and/or Services.
Analytics Data	means SoftwareOne's analysis of the access and/or use of Products (where such data is available to SoftwareOne) and/or Services.
Authorised Contacts	means the Primary Contact, Secondary Contact, Billing Administrators, Contract Administrator and IT Administrators IT Support Contacts.
Billing Administrators	means Customer employees that are able to raise billing queries and Service Requests on behalf of Customer through SoftwareOne's customer portal(s) and/or whom SoftwareOne may contact regarding any billing issues or disputes (without prejudice to SoftwareOne's right to contact any other Customer representatives if necessary).
Business Day	means a normal working day that is not a public holiday at the domicile of SoftwareOne.
Change Note	has the meaning set out in Clause 3.1 of Appendix 2.
Conditions	has the meaning set out in Clause 5.14 of the Main Body.
Confidential Information	means any and all information disclosed or obtained in connection with these Standard Terms and/or any Contract (including discussions leading up to their conclusion) (whether orally, in writing, electronically or in any other manner or form) from Discloser (whether directly or indirectly, including from its Affiliates) which is marked or notified to Recipient as being confidential, together with any other information which, given the nature of the information, the circumstances of the disclosure or in the normal course of business would be considered to be of a confidential nature.
Consumption Based Products and/or Services	means Products and/or Services whose charges may vary depending on the level of usage or consumption.
Contract Administrator	means Customer employee that is authorised to provide legally binding notices (including change notes) and change IT Administrator or Billing Administrator contact types on behalf of Customer.
Contract	means a written agreement entered into under these Standard Terms between SoftwareOne and Customer for the provision of Products and/or Services.
Contract Term	has the meaning set out in Clause 3.2 of the Main Body.
Country Specific Provisions	means the provisions, which are set out at the following link: Country Specific Provisions, which shall apply where these Standard Terms or a Contract (as the case may be) is subject to the specified Governing Law.
Customer	has the meaning set out in Clause 1.3 of the Main Body.
Customer Group	means the Customer and its Affiliates.
Customer Marks	has the meaning set out in Clause 10.6 of the Main Body.

Customer Materials	means Customer's, its users' and its third parties' Materials.
Deliverable	means the final version of an item(s) of work created exclusively for Customer by SoftwareOne under a Contract for Services and which is expressly identified in the Contract as a "Deliverable".
Discloser	means the Party disclosing Confidential Information.
Downtime	has the meaning set out in Clause 3.3 of Appendix 2.
Effective Date	has the meaning set out in Clause 1.4 of the Main Body.
Feedback	means all input, comments or suggestions regarding the Products and/or Services or SoftwareOne business or technology plans, including comments or suggestions regarding the possible creation, development, modification, correction, improvement or enhancement thereof.
Force Majeure Event	means any cause beyond a Party's reasonable control, including acts or orders of government or regulatory bodies, riots, civil commotion, war or armed conflict, nuclear, biological or chemical warfare, acts of terrorism, acts of God, earthquake, storms, flood, fire or other elements of nature, epidemics (including communicable disease outbreaks and public health emergencies), failure of a utility service or transport network, internet disturbance, malicious damage, labour disputes or other industrial disturbances, blockages, embargoes, whether such acts have been identified, declared or accepted as such under the relevant Law or not. A force majeure event of a Party's suppliers and/or sub-contractors shall also be deemed to be a Force Majeure Event.
Framework Data Processing Agreement	means the framework data processing agreement agreed between the parties with respect to a Contract.
Governing Law	has the meaning set out in Clause 29.1 of the Main Body.
High Risk Use	means activities, including in the operation of nuclear facilities, life support systems, emergency communications, aircraft navigation or communication systems, air traffic control systems, or any other such activities where the failure or fault of any kind of the Products and/or Services could reasonably lead to death or serious bodily, personal injury, or to severe damage to tangible or intangible property or environmental damage.
Incident	means, unless otherwise defined in a Contract, an unplanned disruption or degradation of a Service.
Intellectual Property Rights	means all patents, rights to inventions, copyrights, software, trademarks, trade names, domain names, service marks, logos, trade secrets, Confidential Information, compilations, diagrams, layouts, mask works, know-how, database rights, designs, methods, processes, formulas, rights to use and other proprietary rights and privileges, whether registered or unregistered, together with all improvements, modifications, enhancements, and derivative works to all of the foregoing, and all other similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world together with all applications for registration of any such rights and the right to apply for registration, and all renewals, revisions and extensions of such registrations.
IT Administrators	means Customer employees that are authorised to raise Incidents and Service Requests on behalf of Customer and are the main technical contacts for SoftwareOne.
IT Support Contacts	means Customer employees that are authorised to raise Incidents on behalf of Customer.
Law	means any law, statute, subordinate legislation, by-law, regulation, order, regulatory policy, mandatory guidance or code, judgment of a relevant court of law, or directives or requirements.
Main Body	has the meaning set out in Clause 2.1.1 of the Main Body.
Marketing Participation Agreement	means the agreement to be concluded between the relevant Customer personnel and SoftwareOne in connection with the marketing activities set out in Clause 10.6 of the Main Body.
Materials	means, without restriction, any hardware, equipment, communications and other IT infrastructure, platform or system, data (including any Personal Data), information, documentation, working papers, software in all forms, code, command line tools, software libraries, web service definition language, text, audio, video, images or any other content or materials.
OFAC	has the meaning set out in Clause 15.2 of the Main Body,
Order Confirmation	means SoftwareOne's binding acceptance of an order for Products in the form of an "order confirmation", whether by separate document or other written correspondence by SoftwareOne, containing details of the Products, the quantity, the price and other terms agreed upon by the Parties.
Overage Charges	means the additional fees incurred by Customer for the access and/or use of the Products and/or Services in excess of the amount procured (whether this is based on its consumption or otherwise).
Party/Parties	has the meaning set out in Clause 1.3 of the Main Body.
Permitted Recipients	means: (i) in relation to SoftwareOne, SoftwareOne Parties and its and their auditors, insurers and other professional advisers; and (ii) in relation to Customer, Customer

	Affiliates and its and their auditors, insurers and other professional advisers, in each case together with any other party agreed in accordance with Clause 10.1 of the Main Body.
Personal Data	means any information relating to an identified or identifiable natural person ("**data subject**"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Primary Contact	means the Customer employee who is identified by Customer as its primary contact in relation to these Standard Terms and each Contract with all necessary authority to act on Customer's behalf.
Products	means a third party solution, product, service and/or a UE (including Third Party Materials in the same) resold, provided and/or made available by SoftwareOne in connection with a Contract, as may be modified by such third party from time to time.
Product Terms	means the Third Party terms (including any end user license agreement, open source licensing terms, usage restrictions etc.) in accordance with which Products are resold, provided and/or made available by SoftwareOne in connection with a Contract, as may be modified by such third party from time to time.
Prohibited Actions	means actions including interfering or attempting to interfere with the proper operation of any Product and/or Service provided; attempting to gain or gaining unauthorised access to SoftwareOne's computer systems or the computer system(s) of others; any actions which cause any Product and/or Services provided or being delivered to be interrupted or degraded; transmitting any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature, or such other prohibited actions as SoftwareOne may determine from time to time at its sole discretion.
Prohibited Materials	means Materials including any defamatory, obscene, offensive, hateful, inflammatory, insulting, intimidating, humiliating, sexually explicit, illegal, immoral, discriminatory, rights infringing Materials (including for copyright), Materials containing any program or code which may either have any adverse effect on and/or cause or carry out any unwanted action to SoftwareOne's and/or a SoftwareOne Party's IT environment and which shall include any virus, worm, trojan horse, dropper or malicious code, such terms to have the meaning generally understood within the computer industry, or such other prohibited Materials as SoftwareOne may determine from time to time at its sole discretion.
Recipient	means the Party receiving the Confidential Information.
Reprieve Event	has the meaning set out in Clause 6.2 of the Main Body.
Reselling Terms	has the meaning set out in Clause 2.1.2 of the Main Body.
Revocation Event	has the meaning set out in Clause 5.15 of the Main Body.
Contract Effective Date	has the meaning set out in Clause 3.2 of the Main Body.
Sanctions Investigation	has the meaning set out in Clause 15.2 of the Main Body.
Sanctions List	has the meaning set out in Clause 15.2 of the Main Body.
Sanctions Rules	means all Laws in force from time to time relating to trade, financial or economic sanctions or embargoes including, any sanctions or embargoes enforced by the U.S. government, (including the U.S. Export Administration Regulations and the International Traffic in Arms Regulations), the United Nations Security Council, the European Union or any member state of the European Union, Her Majesty's Treasury of the United Kingdom or any other governmental authority as well as any applicable import, export or re-export controls and any end-user, end-use, and destination restrictions of the U.S. and other governments that apply to the use, transfer, import, export, or re-export of any Products and/or Services.
Secondary Contact	means the Customer employee who is identified by Customer as its secondary contact, where its Primary Contact is not contactable, in relation to these Standard Terms and each Contract with all necessary authority to act on Customer's behalf.
Security Incident	has the meaning set out in Clause 5.9 of the Main Body.
Security Information	has the meaning set out in Clause 5.11 of the Main Body.
Service Request	means a formal request from the IT Administrator for in-scope Services to be provided as set out in the Contract.
Services	means the solutions, products, services and/or UEs (including any Deliverables, SoftwareOne Materials, or Products) to be provided and/or made available by SoftwareOne, in connection with a Contract, as may be modified by SoftwareOne from time to time.
Services Terms	has the meaning set out in Clause 2.1.3 of the Main Body.
SoftwareOne Materials	means all SoftwareOne and/or SoftwareOne Affiliate Materials.
SoftwareOne Party	means SoftwareOne's Affiliates, sub-contractors, suppliers, contractors, consultants, agents and/or licensors.
Standard Terms	has the meaning set out in Clause 1.2 of the Main Body.

Taxes	means any tax, however denominated, charge, tariff, contribution, duty, levy, assessment, government charge or fee of any kind charged, imposed or levied, directly or through withholding, by any competent authority (including withholding tax, customs charges and duties, sales tax, goods and services tax and value added tax).
Term	has the meaning set out in Clause 3.1 of the Main Body.
Termination Fees	has the meaning set out in Clause 13.1.3 of the Main Body.
Third Party	means any third party that is the owner or licensor of any right, title or interest (including any Intellectual Property Rights) in the Products or Third Party Materials.
Third Party Materials	means all Materials of Third Parties.
Use Environments or UEs	has the meaning set out in Clause 5.8 of the Main Body.
User Based Products	means Products that are charged by the number of individuals that have the ability to use the Products and/or the devices upon which the Products may be used, depending upon the Third Party.
UE Terms	has the meaning set out in Clause 5.9 of the Main Body.

APPENDIX 1
RESELLING TERMS

In addition to the terms and conditions set out in the Main Body of these Standard Terms, the following terms shall apply to the resale by SoftwareOne of Products.

1. ORDERS FOR PRODUCTS AND PRODUCT TERMS

1.1. Customer may submit an order for Products in accordance with Clause 2 of the Main Body. Customer acknowledges and agrees that SoftwareOne is acting solely as a reseller of the Products and the Third Party is the provider of the Products. The Product Terms of the Third Party shall apply in addition to the terms and conditions of these Standard Terms and the relevant Contract. The Product Terms will set out any rights and obligations and any representations, warranties, liability and indemnity provisions offered by the Third Party to Customer with respect to the Products purchased. SoftwareOne expressly disclaims any and all warranties, representations and/or liabilities of any kind or nature to the fullest extent permitted by applicable Law, whether express or implied, statutory or otherwise, including, without limitation, in respect of any issues, defects, or damages arising from or related to the Products provided by the Third Party.

1.2. Prior to accessing and using the Products, Customer shall enter into the Product Terms with the Third Party and agrees to be bound by, comply with and use the Products in accordance with, such Product Terms. By accessing and/or using the Products, Customer agrees to be bound by and comply with the Product Terms. In no event shall SoftwareOne be liable for Customer's non-compliance with the Product Terms.

1.3. All right, title and interest (including all Intellectual Property Rights) in the Products (including all derivative works thereof) are and shall remain vested in the relevant Third Party and its licensors. Products are for Customer's internal use only and not for resale unless otherwise agreed in writing. The Customer acquires only such limited rights to use the Products as is explicitly described in the Product Terms.

1.4. Customer agrees to indemnify, defend and hold SoftwareOne harmless from and against any and all liabilities, damages, losses, fines, costs and expenses whatsoever (including reasonable legal fees) arising directly or indirectly, out of or in connection with Customer's breach of the Product Terms. SoftwareOne shall have no liability in connection with any audit or payment request made to Customer by a Third Party based on Customer's access and/or use of Products or non-compliance with any Product Terms.

2. DELIVERY, ACCEPTANCE AND RISK

2.1. SoftwareOne may deliver Products by electronic transmission, electronic access, download or other method provided by the Third Party. If electronic delivery is not possible, SoftwareOne may deliver Products (at Customer's cost) by arranging shipment to the location agreed in the Contract and/or Customer's address. Delivery dates set out in the Contract are estimates only. SoftwareOne shall inform Customer of any delays in delivery and details of the anticipated duration of the delay. Products will be deemed to have been accepted on delivery. Risk shall pass on delivery.

3. AUTOMATIC RENEWAL PROVISIONS

3.1. Customer acknowledges that certain Third Parties have automatic renewal provisions for Products in their Product Terms, requiring Customer to provide notice of its intention not to renew a Product. If Customer does not wish to renew a Product then Customer shall: (i) provide notice to SoftwareOne of its intention not to renew a Product thirty (30) calendar days in advance of any period required by the Third Party in the Product Terms; and (ii) provide notice of its intention not to renew the Product to the Third Party as required by the Product Terms. For example, if a Third Party's Product Terms requires a thirty (30) calendar day notice of intent not to renew, then Customer shall provide SoftwareOne with a sixty (60) calendar day notice of intent not to renew. If Customer fails to deliver the required notice of intent not to renew, then the Product (and therefore the Contract relating thereto) will renew, and Customer will be responsible for payment.

4. VOLUME/ENTERPRISE LICENSES

4.1. Products purchased pursuant to volume or enterprise license agreements are established for a predetermined duration. Customer acknowledges that these agreements cannot be terminated prior to the agreed term and that they are subject to limitations, such as limitations on the right to return or adjust usage. Customer acknowledges that it will be subject to all the terms and conditions of such agreements, including all applicable return and adjustment policies and that an early termination is not possible, unless a specific arrangement can be found with the Third Party. In case such volume/enterprise license models have fixed terms requiring payments in advance, Customer commits to comply with these terms.

4.2. Where volume or enterprise license agreements enter into extended terms and the Products have not been terminated or renewed, but Customer is continuing to use such Products, SoftwareOne shall be entitled to invoice Customer (and Customer shall pay) for any and all fees, expenses, Taxes and other charges incurred (including all consumption charges) at the prices in force at the time in accordance with the billing model and policies for such Product together with any SoftwareOne fees related thereto. Customer agrees that such prices may be based on retail pricing.

5. TERMINATION AND CONSEQUENCES OF TERMINATION

5.1. An order for Products is an authorisation from Customer for SoftwareOne to place an order with the Third Party and a binding commitment from the Customer to pay SoftwareOne for the Products ordered. An order for Products may be modified or cancelled by Customer at any time prior to SoftwareOne placing the order with the Third Party. Customer agrees that once SoftwareOne has placed the order with the Third Party, the Contract is irrevocable, cannot be modified and may not be terminated unless agreed by the Third Party, and subject to any termination requirements (including any termination fees) established by the Third Party and/or SoftwareOne. SoftwareOne will not refund or credit Customer for any amounts paid for Products unless a refund or credit is provided by the Third Party to SoftwareOne.

6. DATA PROTECTION

6.1. For the purposes set out under this Appendix 1, Customer will collect and transfer Personal Data to SoftwareOne, so that SoftwareOne can transfer such data to the relevant Third Party. Therefore, Customer confirms that it collects and transfers such Personal Data to SoftwareOne in accordance with lawful legal bases and that is has informed the respective individuals of the processing that SoftwareOne undertakes and their right to object to the processing.

APPENDIX 2

SERVICES TERMS

In addition to the terms and conditions set out in the Main Body of these Standard Terms, the following terms shall apply to the provision of Services by SoftwareOne.

1. ORDERS FOR SERVICES AND PRODUCT TERMS

1.1. Customer may submit an order for Services in accordance with Clause 2 of the Main Body. The Services to be provided and fees related thereto will be set out in individual Contracts to be executed by the Parties and which may include: (i) SoftwareOne solutions, products, services and/or UEs; and (ii) Products provided by Third Parties.

1.2. Products resold on behalf of Third Parties in conjunction with the Services shall be provided in accordance with the Reselling Terms.

1.3. Where Customer is provided with the access and use of Products which are licensed by SoftwareOne in connection with the Services, Customer acknowledges and agrees that such receipt, access and use will be provided subject to the terms of the Contract, which may also require Customer to agree to, accept and/or comply with the obligations under the Product Terms. Customer acknowledges and agrees that in such cases, its receipt, access and use of the Services and the Products is subject to its agreement to, acceptance of and/or compliance with the obligations under the Product Terms together with the terms of the Contract. Customer shall not do (or allow to be done) any act or omission which could put SoftwareOne in breach of the Product Terms. Any breach of the Product Terms by Customer shall be deemed to be a breach of the Contract and Customer shall defend, indemnify, keep indemnified and hold SoftwareOne and SoftwareOne Parties harmless from and against any and all claims, damages, losses, liabilities, fines, costs and expenses whatsoever (including legal fees) arising, directly or indirectly, out of or in connection thereto. Any limitation or exclusion of liability set out in this MA or the Contract will not apply to Customer's indemnity obligation hereunder.

2. DELIVERY, ACCEPTANCE AND RISK

2.1. Unless otherwise set out in a Contract, SoftwareOne shall provide the Services remotely. Where Services are being performed at Customer premises, SoftwareOne shall comply with all reasonable and lawful rules, regulations, policies or procedures relating to health, safety and security of which are notified to SoftwareOne in writing prior to signature of the Contract.

2.2. SoftwareOne shall use its reasonable endeavours to meet any milestone dates agreed subject to any assumptions and dependencies and Customer's compliance with its obligations under these Standard Terms and the Contract. SoftwareOne shall advise Customer of any expected delays.

2.3. Where services levels are agreed in a Contract, SoftwareOne shall use its reasonable endeavors to provide such Services in accordance with the service levels set out in the Contract.

2.4. Customer acknowledges that Services performed under a Contract may be limited by the functionality of third party tools utilised for performance of Services or creation of Deliverables. SoftwareOne does not guarantee the accuracy of data collected by any third party tools.

2.5. Where the Parties have agreed in a Contract that the Services and/or any corresponding Deliverable(s) will be subject to acceptance testing prior to acceptance, the Parties shall agree the acceptance tests to be carried out, the acceptance criteria against which acceptance will be measured and the process and timelines for such testing in the Contract. Where a Contract does not set out a process for acceptance, Customer shall be deemed to have accepted the Services and all corresponding Deliverables on delivery.

2.6. Unless otherwise set out in the Contract, risk in Deliverables shall pass on delivery and Deliverables shall be considered delivered on the earlier of: (i) Customer taking physical possession of them; (ii) storage at Customer's premises or on Customer systems; (iii) shipment to Customer by registered post; or (iv) physical transfer to a common carrier for shipment to Customer.

3. CHANGES TO SERVICES AND DOWNTIME

3.1. The fees, expenses, Taxes and other charges for the Services and the Deliverables are based upon, among other things, SoftwareOne performing the Services and delivering the Deliverables within the scope set out in the Contract. Any deviation from the scope set out in a Contract may result in corresponding changes, including to fees, expenses, Taxes and other charges, completion dates, service levels, responsibilities and/or other terms. Any request or instruction of the Customer to deviate from, change or supplement the scope of the Services and/or the Deliverables set out in a Contract will be subject to the written agreement of SoftwareOne ("**Change Note**"). If SoftwareOne provides the Services and/or Deliverables in accordance with a Change Note, such

Services and Deliverables will be provided under the terms of the Contract and these Standard Terms (as may have been amended by the parties in the Change Note) and Customer agrees to pay all corresponding fees, expenses, Taxes and other charges for such Services and/or Deliverables in accordance therewith, or if not set out therein, at SoftwareOne's then current rates for such Services and/or Deliverables.

3.2. SoftwareOne reserves the right to update, upgrade, add or remove elements (including any Materials, features, tools and functionality) or substitute new versions for a Service at any time. Upgrades, new features and/or functionality or new versions of a Service may be subject to additional fees. SoftwareOne shall make reasonable efforts to notify the Customer of any material changes in advance. SoftwareOne will not be liable to Customer or to any third party should it exercise such rights. The Customer shall, at its own cost, upgrade Customer Materials to ensure connectivity and compatibility with the Services.

3.3. The execution of changes or maintenance work that may be required from time to time may result in the Services (or a part thereof) being temporarily unavailable ("**Downtime**"). Where SoftwareOne is aware of planned Downtimes and where it is reasonably and commercially practicable to do so, SoftwareOne may give Customer notice of planned Downtimes but SoftwareOne is unable to provide notice of unplanned Downtimes (e.g. as a result of an emergency or other issues with the Services). SoftwareOne shall use its reasonable endeavors to ensure that any Downtime is kept as minimal as reasonably possible. Customer agrees that Downtime will not be counted in measuring the achievement of service levels (unless such Downtime is as a result of a SoftwareOne default). SoftwareOne will have the right to suspend planned Downtime in the event of a current Incident and reschedule for a later time or date.

4. RESOURCE AVAILABILITY

4.1. Where SoftwareOne assigns resources for the provision of the Services, it shall use its reasonable endeavors to ensure that they will be available on Business Days during the business hours and time-zone(s) set out in the Contract. SoftwareOne reserves the right to maintain reasonable access to its resources engaged in performing the Services as SoftwareOne may reasonably require. SoftwareOne may substitute assigned resources for others of equal or similar skills at any time at its sole discretion and without agreement from Customer.

5. LICENSE IN SERVICES AND DELIVERABLES

5.1. In addition to Clause 7 of the Main Body the following shall apply in relation to Services and Deliverables delivered as part of the Services under a Contract:

5.2. Subject to Clauses 7.2, 7.3 and 7.4 of the Main Body and to Customer's continued compliance with the terms of these Standard Terms and the Contract, SoftwareOne grants (and/or shall procure the grant to) Customer a worldwide, revocable, non-exclusive, non-sub-licensable, non-transferable limited license to access and use the Services solely for Customer's internal business purposes and only to the extent strictly necessary for Customer to receive the Services during the Contract Term.

5.3. Where SoftwareOne has agreed to the delivery of Deliverables under a Contract, subject to Clause 7.2, 7.3 and 7.4 of the Main Body and to Customer's continued compliance with the terms of these Standard Terms and the Contract, SoftwareOne shall, except as expressly agreed otherwise in the Contract with specific reference to this Clause, grant (and/or shall procure the grant to) Customer a worldwide, perpetual, revocable, non-exclusive, non-sub-licensable, non-transferrable limited license to use the Deliverables for Customer's internal business purposes only. To the extent that any SoftwareOne Materials are incorporated into the Deliverables, SoftwareOne shall grant Customer a worldwide, perpetual, revocable, nonexclusive, non-sub-licensable, non-transferrable limited license to use such SoftwareOne Materials solely as part of the Deliverables and solely to the extent necessary for the use of the Deliverables in accordance with the license granted.

6. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

6.1. Subject to Customer's compliance with the terms of these Standard Terms and the Contract, SoftwareOne shall indemnify Customer against final judgement or settlement made by SoftwareOne for infringement of a third party's patent, trademark and/or copyright to the extent that it arises out of the Customer's use of the Deliverables in compliance with these Standard Terms and the relevant Contract.

6.2. In the event that the Deliverables are the subject of an infringement claim, SoftwareOne shall, at its option, either: (i) procure a license for Customer to continue using the Deliverables on the third party's standard license terms; (ii) modify the Deliverables so that they become non-infringing without materially reducing the functionality or performance thereof; or (iii) replace the infringing Deliverables with non-infringing substitutes with materially similar functionality and performance. If none of the foregoing is reasonable, at SoftwareOne's reasonable discretion, Customer shall return the infringing Deliverables and SoftwareOne shall refund that proportion of the fees paid by Customer for such infringing Deliverables relating to the remaining term of use.

6.3. In no event will SoftwareOne have any obligations under this Clause or any liability for any claim to the extent that the claim is caused by, or results from: (i) Customer exceeding any license limits or otherwise being in breach of these Standard Terms, the Contract and/or any associated Product Terms; (ii) the combination or use of the Deliverables (or any part thereof) with any Customer or third party Materials, software, products or services; (iii) any modification of the Deliverables (or any part thereof) by anyone other than SoftwareOne or made by SoftwareOne under Customer's specific instructions; (iv) Customer's use of the Deliverables (or any part thereof) in a manner not in accordance with the documentation, these Standard Terms, the Contract and any associated Product Terms; (v) Customer's continued allegedly infringing activity after being provided modified or replacement Deliverables that would have avoided the alleged infringement or refusal to accept reasonable and/or standard third party license terms.

6.4. SoftwareOne's obligation to indemnify Customer pursuant to this Clause is contingent upon Customer: (i) providing SoftwareOne prompt written notice of any claim; (ii) tendering the exclusive control of the defense of any claim to SoftwareOne; (iii) reasonably cooperating with SoftwareOne and, at SoftwareOne's cost, providing SoftwareOne such assistance as it may reasonably require in relation to the claim; (iv) not making any admissions, nor attempting to settle or compromise any such claim without SoftwareOne's prior written consent; and (v) using its reasonable endeavors to mitigate any claims, demands, costs, liabilities, losses, expenses, and damages (including reasonable attorney's fees) covered by the indemnity.

6.5. This Clause sets out Customer's sole and exclusive remedy, and SoftwareOne's entire obligation and liability relating to the claims identified above.

7. TERM

7.1. Unless otherwise agreed in the Contract, which may provide for a longer or shorter term, Contracts for Services will have an initial term of twelve (12) months (the "**Initial Term**") after which the Initial Term shall automatically renew for successive periods of twelve (12) months (each a "**Renewal Term**") unless either Party gives two (2) months' written notice of termination to the other party prior to the expiration of the then current term (the Initial Term and Renewal Terms together are the "**Contract Term**").

8. TERMINATION AND CONSEQUENCES OF TERMINATION

Termination

8.1. Where a Contract permits termination for convenience by Customer, Customer may terminate the Contract by providing the prior written notice required under the Contract for such termination, save that Customer may not cancel or terminate a Contract with respect to any Products resold, provided and/or made available in connection with the Contract. Notwithstanding this, Customer acknowledges that termination of a Contract may cause Products resold, provided and/or made available in connection with the Contract to terminate.

8.2. SoftwareOne may terminate a Contract involving User Based Products if Customer falls below the minimum users required, as set out in the relevant Contract or Product Terms (as the case may be). SoftwareOne may suspend and/or terminate a Contract involving Consumption Based Products and/or Services if Customer does not have any consumption for six (6) consecutive months (or such lower period as specified by the relevant Third Party or in the Contract).

Consequences of Termination

8.3. In addition to the termination of the Services, Customer acknowledges and agrees that the termination of a Contract may result in the termination or suspension of receipt, access and use of Products associated with the Services and/or a partial or complete loss of Customer Materials stored within the Products or the Third Party's environment. Upon termination of a Product, Customer Materials are subject to the retention policies defined by the Third Party. Customer hereby releases SoftwareOne from all losses and liabilities arising from any deletion of Customer Materials stored within a Product or a Third Party's environment.

8.4. Without prejudice to Clause 13 of the Main Body and for the avoidance of doubt, all payment obligations for Products associated with Services will survive any termination or expiration of a Contract and, upon termination or expiration of a Contract, Customer will be invoiced and shall pay all Product fees (including future payments) for the remainder of the Product term even if longer payment terms had been previously agreed.