

## SOFTWARE AND SERVICES AGREEMENT

This Agreement sets out the terms and conditions governing the Customer's limited use of a Supplier Hosted Instance of the Enterprise Offering and the provision of the Services by the Supplier. By signing the Order Document(s) the Customer agrees to the terms and conditions set out in this Agreement.

### GENERAL TERMS AND CONDITIONS

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#### 1. Commencement Date and Term

- 1.1 Unless terminated in accordance with clause 22:
- (a) this Agreement commences on the Commencement Date and continues for the Initial Term; and
  - (b) on expiry of the Initial Term and on each anniversary of the expiry of the Initial Term, this Agreement will automatically renew for a further term of 12 months.

#### 2. Licence to Use the Offering

- 2.1 In consideration of payment of the Fee, the Supplier grants to the Customer during the Term, in the Territory, and in accordance with the Use Profile, a non-transferable and non-exclusive licence for Authorised Users to access the Offering:
- (a) for the internal use of the Customer and the Authorised Group Members; and
  - (b) where applicable, for the purpose of performing tax or accounting services or both for Clients.
- 2.2 Where specified in the Order Documents, the Customer may permit Clients to access and use the Offering solely for the purposes of data input and review.
- 2.3 There is no transfer of title or ownership of any part of the Integrator Offering to the Customer and the Customer has no right to use, sublicense, distribute, transfer, transmit or otherwise exploit the Integrator Offering other than the rights granted in clauses 2.1 and 2.2.
- 2.4 The Offering includes Open-Source Software as set out in the Associated Documentation. Without limiting clause 10.4, any use of the Open-Source Software by the Customer will be governed by and subject to the terms and conditions of the applicable licences for the Open Source Software. The Supplier may change the Open-Source Software used in the Offering, or identify any Open Source Software distributed with the Offering in its applicable Associated Documentation, at any time but must use reasonable endeavours to notify the Customer of any change.
- 2.5 The Customer acknowledges that the Supplier is not providing an agent service, is not providing, and does not provide, legal or taxation advice and is not responsible for the preparation of any taxation, superannuation or other related documents on behalf of the Customer. The Customer may choose to use the Offering to submit transmissions (e.g. lodgement and prefill) through the ATO standard business reporting channel.

#### 3. Associated Documentation

- 3.1 The Supplier will provide the Customer with access in electronic form to any Associated Documentation, and any revisions of the Associated Documentation generally made available by Supplier during the Term.
- 3.2 The Associated Documentation must not be used by the Customer except to assist in the normal operation of the Offering.

#### 4. Access to Offering

- 4.1 The Customer:
- (a) must supply unique Logon IDs to each of the Authorised Users;
  - (b) must provide a list of the Authorised Users to the Supplier on request by the Supplier; and

- (c) subject to clause 4.2, may from time-to-time request to change the persons nominated as Authorised Users.
- 4.2 If specified in the Order Document the total number of Authorised Users must not exceed the Maximum Number of Authorised Users unless the Supplier agrees otherwise.
- 4.3 The Customer:
- (a) must ensure that the Offering is only used by Authorised Users
  - (b) is responsible for ensuring that each of the Authorised Users comply with the Customer's obligations under this Agreement;
  - (c) must make all reasonable efforts to ensure the Authorised Users do not disclose their Logon IDs to anyone else;
  - (d) is responsible for any use whatsoever of the Offering through all Logon IDs issued to Customer or Authorised Users; and
  - (e) must immediately notify the Supplier if any Logon ID should be cancelled.
- 4.4 A breach of this Agreement by an Authorised Group Member or an Authorised User or any person provided with a Logon ID by the Customer or an Authorised Group Member or Authorised User will constitute a breach by the Customer.

## 5. Use Profile Information and Audit

- 5.1 The Customer must on request by the Supplier provide the Supplier with access to all relevant information and all reasonable co-operation and assistance as may be required, to enable the Supplier to confirm that use of the Offering is in accordance with the Use Profile.
- 5.2 If the Supplier determines that further investigation is required after requesting information under clause 5.1, the Supplier may on providing reasonable notice but only on a Business Day and at a mutually convenient time but no later than 30 calendar days from the initial request, audit the Customer's compliance with the terms and conditions of this Agreement (including, the payment of all applicable fees and adherence to the Use Profile). The Customer agrees to provide the Supplier such access and assistance as is reasonably necessary to conduct such audit and to pay the Supplier's reasonable expenses and all other amounts due to the Supplier should the Customer be found to be in breach of this Agreement.

## 6. Acceptance of the Offering and Implementation Services

- 6.1 The Customer accepts the Offering on the Commencement Date. The parties will conduct the accepting testing activities (if any) described in the Order Document or applicable Statement of Work for the Implementation Services. If an acceptance test demonstrates that the Offering does not meet the applicable acceptance criteria, the Supplier will (as the Customer's sole and exclusive remedy) reperform the Implementation Services and (if necessary) modify the Offering to meet the acceptance criteria, and the parties will repeat the relevant acceptance tests.
- 6.2 The Supplier will provide the Implementation Services as set out in the Order Documents. If the scope of Implementation Services required varies from that agreed in the Order Documents, the Supplier may impose an additional Service Charge.

## 7. New Versions

- 7.1 The Supplier will advise the Customer of all updates and new versions of the Offering ("**Updates**") as they are generally made available. The Supplier will apply the relevant Updates to Shared Offerings.
- 7.2 Subject to clauses 7.3 and 7.4, during the Term, Updates are made available without additional charges (other than Annual Fee) and the Supplier's obligation to provide Support Services will apply to the update or new version.
- 7.3 If any updates or new versions contain Additional Modules, these Additional Modules may be acquired by the Customer for a fee as advised by the Supplier. Once acquired by the Customer, the relevant Additional Modules will form part of the Offering for the purposes of this Agreement.
- 7.4 For Dedicated Offerings, if the Customer elects not to obtain the Update, the Supplier will continue to provide the Support Services for the current version for twelve (12) months or until a further update or new version is released (whichever occurs first) ("**Superseded Version Support Period**"). Following the expiry of the Superseded Version Support Period, the Supplier may, without obligation and in its sole discretion, continue to provide Support Services but in no event will these include bug fixes or code patches. The Supplier may also, at its sole discretion, charge a fee for any Support Services provided after the Superseded Version Support Period.

7.5 An Update may require the Offering Computer Requirements to be updated, in which case the Supplier will notify the Customer of the updated requirements.

## **8. Support Services and Additional Services**

8.1 Subject to payment of the Annual Fee:

- (a) the Supplier must provide the Support Services; and
- (b) if the Customer notifies the Supplier of, or the Supplier identifies, an Inherent Defect, the Supplier must, as the Customer's sole and exclusive remedy, rectify that Inherent Defect through the provision of Support Services.

8.2 The Customer acknowledges and agrees that:

- (a) the Offering and the Associated Websites will not always be available due to updates, maintenance and the inherent nature of the Internet;
- (b) the Supplier is not responsible for any interference with the Customer's use of the Offering arising from or attributable to the Internet; and
- (c) the Supplier will use commercially reasonable endeavours to achieve the Support Levels throughout the Term but is not liable to the Customer for any failure to achieve any Support Level.

8.4 The Supplier must work with the Customer in connection with the timing of updates and maintenance and will endeavour to carry out such works outside of peak usage periods where possible and to give at least 48 hours' prior notice of any scheduled upgrades. The Supplier is entitled to move the provision of the Offering to alternate platform but must provide at least three (3) months prior notice of such intention.

8.5 If:

- (a) the Offering is altered by anyone other than Supplier or its authorised agent (other than due to the Customer's application of an update or new version);

the Supplier may at its option:

- (b) terminate this Agreement;
- (c) continue the licence to the Customer and terminate the Support Services in whole or part; or
- (d) continue both the licence and the Support Services without any change but increase the Annual Fee to address the impact of the relevant event on the Supplier's costs.

8.6 The Supplier will provide such other Additional Services as may be requested by the Customer and agreed by Supplier from time to time, for an agreed Service Charge.

## **9. Customer obligations, warranties, and acknowledgements**

9.1 The Customer:

- (a) must not modify, adapt, translate or alter the Offering, merge all or any part of the Offering with any other software program, or create any derivative works based on the Offering, without the Supplier's prior written consent, and, if consent is given, only strictly in compliance with any conditions the Supplier imposes on or for the giving of that consent;
- (b) must not make any unauthorised copies of the Offering;
- (c) must ensure that any attachment, link, file or other material uploaded, entered or otherwise incorporated into the Offering by it, is free of any virus or malicious code;
- (d) must not other than as expressly allowed under the terms of this Agreement:
  - (i) reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Offering;
  - (ii) interfere with or attempt to defeat, disable or avoid any lawful copy protection or other security mechanism incorporated in or related to the Offering;
  - (iii) rent, lease, distribute, provide or otherwise make the Offering available to any third party, whether on an outsourcing, service bureau or other basis;

- (iv) use the Offering or any derived information or reports in any manner, or for any purpose, that is unlawful or in any manner that violates any right of the Supplier;
- (v) restrict or inhibit any other user licensed by the Supplier from using the Offering;
- (vi) transmit during access to the Offering anything that contains, or may contain, a virus or other malicious code that may be contaminating or destructive to the Offering;
- (vii) interfere with or disrupt the Associated Websites or any services provided on or through them, or any servers or networks connected to the Associated Websites, or fail to comply with any requirements, procedures, policies or regulations of networks connected to the Associated Websites; or
- (viii) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Offering.

9.2 The Customer warrants that it has not relied on any representation made by the Supplier which has not been expressly stated in this Agreement.

9.3 The Customer acknowledges and agrees that:

- (a) the Offering does not check for anomalies or incorrect data being processed and incorrect data could result in erroneous data being produced by the Offering;
- (b) failure to follow the Associated Documentation could result in erroneous data being produced by the Offering;
- (c) the Customer is solely responsible for determining the accuracy of any data, report, information, extract or other output generated by it from the Offering, including all outputs made available to a third party, whether directly or indirectly and in any form;
- (d) while the Offering may be used in connection with the preparation and/or lodgement of forms, reports and other documentation with government authorities, the Customer is solely responsible for:
  - (i) any forms, reports, documentation and lodgements made via or using the Offering; and
  - (ii) ensuring that any lodgement is made on time and is received by the relevant authority (for example, by ensuring that it receives acknowledgment of receipt from the relevant authority).

9.4 The Customer:

- (a) must apply whatever protective measures are commercially reasonable and within its control, including maintenance of firewalls, internal network security and virus scanning of all software installations; and
- (b) is liable for all Losses suffered or incurred by any person in connection with viruses or malicious code introduced into the Offering by the Customer or any of the Customers systems except to the extent the Losses arise directly from a failure by the Supplier to comply with Supplier's obligations under this Agreement.

## 10. Supplier warranties and obligations

10.1 The Supplier warrants that:

- (a) it will provide the Services using reasonable care and skill in a manner consistent with industry standards and practices applicable to the Services; and
- (b) it will use commercially reasonable endeavours to ensure that the Offering will perform free of Inherent Defects.

10.2 The Customer's sole and exclusive remedy for any breach by the Supplier of the warranties set out in:

- (a) clause 10.1(a) is the re-performance of the relevant Services; and
- (b) clause 10.1(b) is the rectification of the Inherent Defect in accordance with the Support Services.

- 10.3 The Supplier does not warrant that:
- (a) the Offering is error or defect free;
  - (b) the use of the Offering will be uninterrupted;
  - (c) the Offering or any products or results from its use will meet the Customer's requirements or be fit for any purpose;
  - (d) the Offering will be compatible with any existing systems or procedures of the Customer, except as may be separately agreed in writing between the parties;
  - (e) the Offering will provide any functions not identified in the Associated Documentation;
  - (f) the figures, data, reports, information or other outputs generated by the Offering will be technically correct or accurate.
- 10.4 Except as expressly set forth in this agreement and to the extent permitted by law:
- (a) neither party makes any other warranty, express or implied, including any warranties of merchantability and fitness for a particular purpose;
  - (b) the Supplier disclaims all warranties whether express, implied, statutory or other (including all warranties arising from course of dealing, usage or trade practice);
  - (c) the Supplier makes no warranty of any kind that the Offering or Associated Documentation, or any other Supplier or third-party goods, services, technologies or materials (including any software), or any products or results of the use or any of them, will meet the Customer's or other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any other goods, services, technologies or materials (including any software, hardware, system or network) except if and to the extent expressly set out in the Associated Documentation, or be secure, accurate, complete, free of harmful code or error free; and
  - (d) any third-party software incorporated in the Offering (including any Open-Source Software provided as part of the offering) is provided "as is" and any representation or warranty of or concerning any of them is strictly between the Customer and the third-party owner or distributor of such software.
- 10.5 If any condition or warranty is implied into this Agreement under any applicable trade practices legislation and cannot be excluded, the liability of the Supplier for breach of the condition or warranty will be limited in the discretion of the Supplier to one or more of the following:
- (a) in the case of goods, any one or more of the following:
    - (i) the replacement of the goods or the supply of equivalent goods;
    - (ii) the repair of the goods;
    - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - (iv) the payment of the cost of having the goods repaired; and
  - (b) in the case of services:
    - (i) the supplying of the services again; or
    - (ii) the payment of the cost of having the services supplied again

## 11. Payment of Fees

- 11.1 The Annual Fee is payable in advance of the year to which it applies. Unless otherwise stated in the Order Documents, the Customer must pay the Annual Fee to the Supplier on the Commencement Date and each anniversary of the Commencement Date.
- 11.2 The Supplier may increase the Annual Fee by notice to the Customer:
- (a) at the time it occurs, to reflect any Additional Modules acquired by the Customer or a change in the Use Profile;
  - (b) as provided in the applicable Order Document:  
should it not be provided in the Order Document then on the first and each anniversary of the Commencement Date but any increase must not exceed the greater of the increase in the Consumer Price Index (All Groups Australia) published by the Australian Bureau of

Statistics (or equivalent index in the event the preceding index ceases to be published) for the last published quarter in the year immediately preceding the relevant anniversary of the Commencement Date and 8 percent.

- 11.3 Thirty (30) days prior to the end of the then current Term, the Supplier will notify the Customer of any change to the Annual Fee in accordance with clause 11.2(b).
- 11.4 Unless otherwise specified in this Agreement, the Customer will pay the Supplier for any Fees payable under this Agreement within 30 days of receiving an invoice from the Supplier.
- 11.5 If the Customer, acting reasonably and in good faith, disputes the whole or any portion of the invoice submitted by the Supplier, the Customer will pay the portion of the amount stated in the invoice which is not in dispute in accordance with clause 11.4 and will notify the Supplier in writing of the reasons for disputing the remainder of the invoice as soon as reasonably practicable. If it is resolved that some or all of the amount in dispute ought properly to have been paid at the time it was first invoiced, then the Customer will pay the amount finally resolved within 10 days of such resolution.

## **12. Taxes**

- 12.1 All fees and charges payable under this Agreement exclude all relevant Taxes including any applicable goods and services tax, value added tax, sales tax or consumption tax which will be separately itemised as required on the invoices. The Supplier is responsible for payment of all such Taxes to the applicable authorities. Any relevant Taxes will be charged by the Supplier at the prevailing rate at the date of the invoice or when the Services are supplied or licence granted by the Customer, whichever is the earlier. The Customer will pay to the Supplier any Taxes imposed on the Supplier in connection with, or as an outcome of, this Agreement. Each such invoice will be provided in a format and within the time frames as may be required by applicable laws or regulations from time to time.

## **13. Intellectual property**

- 13.1 Other than as permitted by law or this Agreement, the Customer must not copy or reproduce the Offering by any means or form, without the prior written consent of the Supplier.
- 13.2 If requested by the Supplier, the Customer must issue a notice in a form approved by the Supplier to all Authorised Users, advising of the Customer's obligations pursuant to this clause 13.
- 13.3 The Customer must not for any reason remove, modify, alter or reproduce any copyright or trademark symbol or other notice of ownership appearing on any part of the Offering.
- 13.4 Nothing in this Agreement gives the Customer any rights in any business name, copyright or trademark owned by or licensed to the Supplier and applied to the Offering.
- 13.5 The Supplier retains all Intellectual Property Rights and other rights in the Offering and the Associated Documentation. The Supplier will own, and the Customer assigns to the Supplier, all Intellectual Property Rights in:
- (a) any copy, translation, modification, adaptation or derivative work of the Offering or the Associated Documentation, whether provided as part of the Support Services or Additional Services or otherwise, and whether or not developed by or for the Customer, and
  - (b) any suggestion, ideas, enhancement requests, feedback or recommendations provided by or on behalf of the Customer, and the Customer must take any step reasonably required by the Supplier to perfect such assignment.

## **14. Customer Data**

- 14.1 As between the Supplier and the Customer, the Customer is and shall remain the sole and exclusive owner of all right, title and interest in and to the Customer Data. The Customer licenses the Supplier and its subcontractors to use the Customer Data to the extent necessary to provide the Offering and to perform the Services.
- 14.2 The Customer agrees that the Supplier may, on a royalty-free basis, possess, store, use, use, copy, analyse, distribute, and process Customer Data and usage information ("**Usage Information**") as necessary or appropriate, in compliance with applicable privacy laws, to provide or to improve its products and services and to provide the Customer with reports on its use of the Offering.,
- 14.3 The right granted in Clause 14.2 above includes creating new features, functionalities and/or automations for such products and/or services, as well as for internal quality assurance and software error checking, to assist users with multiple offices and as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement.

14.4 Customer acknowledges and agrees that this use of Customer Data and/or Usage Information is not a disclosure of Customer's Confidential Information (provided however, Supplier will otherwise keep such information confidential in accordance with Clause 18 below). Any new features, functionalities and automations for any Supplier products and/or services, including all underlying engines and algorithms part of or related to those products and/or services, shall remain at all times the property of the Supplier and its licensors and Customer shall have no right, title or interest in those.

14.5 Unless otherwise agreed between the parties, the Supplier is under no obligation to retain Customer Data and may delete from the Offering and all associated databases any Customer Information that is more than seven years old.

## **15. Intellectual Property Infringement Claims**

15.1 If proceedings are commenced or threatened by an unaffiliated third party against the Customer or an Authorised Group Member (a "**Claim**") alleging that the Customer's or Authorised Group Member's use of the Offering as expressly allowed by this Agreement constitutes an infringement of Intellectual Property Rights, then, subject to clauses 15.2, 15.4 and 15.5, the Supplier must pay any Losses finally awarded against the Customer or Authorised Group Member, as the case may be, or the amount of any settlement the Supplier enters into, with respect to the Claim.

15.2 The Supplier's obligations under clause 15.1 are contingent on the Customer notifying the Supplier immediately in writing of the Claim and allowing the Supplier to conduct the defence and/or settlement of any such Claim. If the Customer declines the Supplier's proffered defence, or otherwise fails to give full control of the defence to the Supplier, then the Customer waives its rights, and releases the Supplier from its obligations, under clause 15.1.

15.3 The Customer will have the right to participate in the defence and/or settlement of a Claim with counsel of its own at its sole expense. The Customer or Authorised Group Member, as the case may be, must provide all reasonable co-operation, information and assistance to the Supplier in the conduct of the defence and/or settlement of any Claim.

15.4 If a Claim is made and there is a reasonable basis for the Claim, the Supplier may, at its expense and in its sole discretion:

- (a) obtain for the Customer the right to the continued use of the Offering in accordance with this Agreement; or
- (b) replace or modify the Offering so that the alleged infringement ceases and the replacement or modified Offering provides the Customer with the substantially equivalent functionality and performance as provided for under this Agreement; or
- (c) if neither of the options in clause 15.4(a) or 15.4(b) is feasible on a commercially reasonable basis, terminate this Agreement and refund the portion of the Annual Fee, on a pro rata basis, for the remainder of the then current Term.

15.5 The Supplier will have no liability or obligation for any Claim to the extent based on:

- (a) the unauthorised use or modification of the Offering or the combination of the Offering (in whole or part) with any other software or equipment by the Customer if such alleged infringement would not have occurred without such use, modification or combination;
- (b) Customer's continuing use of the Offering after receiving notice that the Offering infringes Intellectual Property Rights of a third party;
- (c) use of a superseded version of the Offering if the infringement or violation would have been avoided or mitigated by the use of a subsequent version or update of the Offering that is provided or made available to the Customer; or
- (d) use of the Offering after the Supplier has provided the Customer with a suitable replacement or modification in accordance with clause 15.4(b).

15.6 In responding to a Claim, the Customer must not take any action, that is prejudicial to the Supplier's rights, or through inaction prejudice the Supplier's rights.

15.7 This clause sets out the entire liability of and obligations of the Supplier to the Customer and all Affiliates, and the entire remedy of Customer and all Authorised Group Entities, with respect to infringement or other violation of any Intellectual Property Rights of a third party.

## **16. Data Privacy**

16.1 To the extent that the Supplier processes any Personal Data, the parties record their intention that Customer, and any of Customer's clients to which Customer makes available the Offering in

accordance with this Agreement, shall be the Controller(s) and the Supplier shall be the Processor in respect of the applicable data, and in any such case:

- (a) Customer warrants that it is entitled to transfer the Personal Data to us so that we may lawfully use, process and transfer this data in accordance with the Agreement;
- (b) Customer acknowledges and agrees that the Personal Data may be transferred or stored outside of the country to where Customer and/or Customer's clients are located in order for the Supplier to carry out any lawful use under the Agreement;
- (c) As may be required under Data Protection Law, Customer shall ensure that its clients and any other relevant third parties have been informed of, and have given their consent to, the Personal Data uses, processing and transfers under this Agreement;
- (d) Each Party agrees to be bound by and comply with any DPA that is part of this Agreement; and
- (e) The Supplier shall process Personal Data only in accordance with the terms of this Agreement, the DPA (where applicable), the applicable Data Protection Law and any privacy notice or privacy policy provided or published by the Supplier in relation to the Offering.

## 17. Confidentiality

17.1 A party will not, except as otherwise expressly permitted by this Agreement or with the prior written consent of the other party:

- (a) disclose the other party's Confidential Information other than to those of its employees, legal advisors and contractors who have a need to know for the purposes of this Agreement and who have been made aware of these obligations of confidentiality; or
- (b) use the other party's Confidential Information for any purpose other than as necessary for the performance of its obligations or the exercise of its rights under this Agreement or for the enforcement of this Agreement.

17.2 A party will not be in breach of clause 17.1 where it is legally compelled to disclose the other party's Confidential Information.

17.3 Each party will take all reasonable steps to ensure that its employees, partners, agents and any contractors engaged by it, do not make public or disclose the other party's Confidential Information.

## 18. Data Security and Management

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18.2 The Supplier will manage Customer Data in accordance with Schedule 2.

## 19. Liability and indemnity

19.1 Subject to clauses 19.2 and 19.3, the Supplier limits its liability in aggregate for Losses for Claims that occur in a Contract Year to the Annual Fees and Implementation Charges paid or payable by the Customer in respect of that Contract Year. For the purposes of this clause:

- (a) **"Claim"** means any claim, suit, action, demand or proceeding arising out of any cause of action (including breach of contract (including under an indemnity), tort (including negligence) and any other common law, equitable or statutory cause of action;
- (b) a **"Contract Year"** means a 12-month period commencing on the Commencement Date or an anniversary of the Commencement Date; and
- (c) a Claim will occur in a Contract Year if:
  - (i) where the Claim relates to a single event, the date on which that event occurred was in that Contract Year; and
  - (ii) where the Claim relates to a series of related events, the date on which the first of those events occurred was in that Contract Year.

19.2 Except for liability relating to a breach or other violation of any Intellectual Property Rights, and the Supplier's right to collect unpaid fees, neither party's liability to the other under this Agreement, includes, nor will either party be liable for, any indirect, incidental, special or consequential Loss, or Loss resulting from delay of delivery or from loss of profits, business, revenue, anticipated savings or goodwill whether arising in contract, tort (including negligence), product liability, statute or otherwise and whether or not such party has been advised or is aware of the possibility of such Losses.

19.3 The Supplier is not liable for any Loss to the extent that the Loss was caused or contributed to by:

- (a) an act or omission of the Customer, an Authorised Group Member's or an Authorised User;
  - (b) a processing deficiency (in any system) that is caused (in whole or in part) by input data that is inaccurate;
  - (c) a defect or deficiency in any system or service that is not developed or provided by the Supplier under this Agreement, including Customer's production and legacy systems and systems that receive data from systems produced by the Supplier;
  - (d) the Offering being unavailable due to matters outside of the Supplier's control;
  - (e) any loss, corruption or leak of information during the transfer of information across the Internet;
  - (f) access to, or use of, the Offering by persons who are not Authorised Users;
  - (g) any inaccuracy in any data, report, information extract or other output generated by the Customer from the Offering or for any virus or malicious code contained in any attachment, link, file or other material uploaded or otherwise incorporated into the Offering by the Customer;
  - (h) any unauthorised access to the Offering via the Internet or any other means.
- 19.4 The Supplier is not liable to the Customer or any third party for any Loss arising in connection with any output generated by the Offering.
- 19.5 Any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the Offering may entitle the Supplier to any available equitable remedy against the Customer including injunctive relief.
- 20. Indemnity**
- 20.1 The Customer will at all times indemnify and hold the Supplier, its directors, employees and agents harmless against all Loss suffered or incurred by any of them arising out of or in connection with:
- (a) the Customer's use, or the use by any of the Authorised Group Members or Authorised Users, of the Offering in a manner that is not authorised under this Agreement;
  - (b) any Loss suffered or incurred by any person related to any tax treatment adopted by the Customer or any Authorised Group Member or the results or documentation produced by using the Offering (for example, inaccuracies in tax filings).
- 21. Termination**
- 21.1 If a terminating event occurs, the party which has not committed or been subject to the terminating event may terminate this Agreement with immediate effect by giving the other party notice.
- 21.2 For purposes of this Agreement, the following are terminating events:
- (a) a material breach of this Agreement which is not remedied within 30 days of notice requiring it to do so;
  - (b) the appointment of any administrator, liquidator, controller of other type of insolvency administrator to a party;
  - (c) the entry by a party into any scheme, composition or arrangement with any of its creditors;
  - (d) the merger with or takeover of a party by a third party,
  - (e) a party becoming insolvent or ceasing or threatening to cease conducting its business;
  - (f) a Force Majeure event occurring, entitling a party to terminate this Agreement as set out in clause 22; and
  - (g) any event described in this Agreement as entitling a party to terminate this Agreement.
- 21.3 If notice is given by the Supplier to the Customer pursuant to clause 21.1 then the Supplier may also:
- (a) repossess any copies of the Offering in the possession, custody or control of the Customer;
  - (b) revoke all Logon IDs granted to the Customer's Authorised Users, and otherwise prevent the Customer from accessing the Offering and the Associated Website;
  - (c) retain any moneys paid;
  - (d) be regarded as discharged from any further obligations under this Agreement; and

- (e) pursue any additional or alternative remedies provided at law or in equity
- 21.4 On termination of this Agreement the Customer must immediately cease using the Offering except that the Customer will be entitled to read-only access to Customer Data stored in the application and database for a period of thirty (30) days after termination for the purpose of facilitating transition by the Customer to an alternative system.
- 21.5 If the Customer wishes to have continued read-only access to Customer Data following the expiration of thirty (30) days referred to in clause 21.4, the Supplier may agree to continued read-only access, subject to agreement in writing as to any Service Charge that may be payable by the Customer.
- 21.6 Termination of this Agreement will not prejudice any claim by the terminating party as a result of any event which gives a right of termination under this clause.
- 21.7 Without limiting any of its termination rights under this clause 21, the Supplier may suspend the Customer's access to the Offering at any time upon notice to the Customer where the Supplier reasonably believes that:
  - (a) the Customer has breached any material term of this Agreement, including any term in relation to payment; or
  - (b) suspension of access to the Offering is reasonably necessary for purposes relating to legal or regulatory compliance or protecting Supplier's Intellectual Property Rights in the Offering.

## 22. Force Majeure

- 22.1 If a Force Majeure Event occurs which prevents a party from performing one or more of its obligations under this Agreement (other than an obligation to pay money) by the required time ("**Affected Obligation**"), that party:
  - (a) must notify the other party as soon as reasonably practicable, including specifying the Force Majeure Event, the Affected Obligations and the expected period for which it will be unable to perform the Affected Obligations; and
  - (b) will not be liable for any delay or failure to perform the Affected Obligations the period of the delay due to Force Majeure.
- 22.2 If a party is unable to perform one or more material obligations as a result of a Force Majeure Event for more than 60 days in any 120-day period, then either party may immediately terminate this Agreement by giving notice to the other party.

## 23. Notices

- 23.1 Notices under this Agreement must be given in writing and may be delivered by hand, or by electronic mail as may be required to the addresses specified in this Agreement.
- 23.2 Notice will be deemed given:
  - (a) in the case of hand delivery, when delivered;
  - (b) in the case of electronic mail, four (4) hours after the sent time (as recorded on the sender's email server) unless the sender received a notice from the recipient's email server or internet service provider that the message has not been delivered to the recipient;
  - (c) in the case of posting, two (2) Business Days after dispatch;
  - (d) in the case of facsimile, upon receipt of a correct and complete transmission report by the sender.

## 24. General

- 24.1 The Customer may not assign or novate this Agreement or otherwise transfer the benefit of this Agreement or an obligation, right or remedy under it, without the prior written consent of the Supplier, which consent will not be unreasonably withheld.
- 24.2 No forbearance, delay or indulgence by a party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that party nor will any waiver of those rights operate as a waiver of any subsequent breach.
- 24.3 The use of any Subcontractors by the Supplier will not relieve the Supplier from any of its obligations under this Agreement. Unless otherwise agreed with the Customer, the Supplier is responsible for payments due to its Subcontractors, or other third parties with which Supplier enters into

agreements to perform work related to the Services.

- 24.4 If any provision of this Agreement is found to be illegal, unenforceable or otherwise invalid; then, despite that invalidity or infringement:
- (a) this Agreement will remain in full force and effect to the extent permissible under or consistent with the relevant laws; and
  - (b) that provision will be deemed to be deleted and, substituted by a valid one which in its economic effect comes so close to the invalid provision that it can be reasonably assumed that the parties would have contracted also with this new provision.
- 24.5 This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations (including any statement, representation, promise or undertaking that may have been made) on that subject matter.
- 24.6 The Customer must not without the prior written consent of the Supplier, directly or indirectly employ or offer, or cause a third party to offer on its behalf, employment or a contract of service to any of the Supplier's personnel (whether employees or subcontractors). This restriction will apply for the duration of this Agreement and for a period of 12 months thereafter. This restriction does not apply to offers to personnel who have responded independently to general solicitations not specifically targeting them (such as newspaper advertisements and internet postings).
- 24.7 A provision of this Agreement or a right or obligation created under it may not be varied except in writing and signed by both parties.
- 24.8 This Agreement will be governed by and construed in accordance with the laws for the time being in force in the Courts of London and the Law of England and Wales. This Agreement may be executed in counterparts and execution may occur by electronic signature and or and electronic transmission platform.
- 24.9 All rights and obligations which expressly or by their nature survive termination or expiration of this Agreement (including clauses 12-16 inclusive and clauses 18-21 inclusive) will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.

## 25. Modern Slavery

- (a) The Supplier represents that, to the best of its knowledge, none of:
  - (i) the Supplier;
  - (ii) any Affiliates of the Supplier; and
  - (iii) any officers or employees of the Supplier or any Related Bodies Corporate of the Supplier,have been:
  - (iv) convicted of any offence relating to Modern Slavery; or
  - (v) the subject of any investigation, inquiry, or enforcement proceedings by any government, administrative or regulatory body relating to any offence or alleged offence in connection with Modern Slavery.
- (b) The Supplier has a Modern Slavery framework which can be seen at <https://assets.contenthub.wolterskluwer.com/api/public/content/94b71ba0dc304d54a64356025cbaf56c?v=d273d249>
- (c) If requested to do so by the Customer, the Supplier agrees to provide reasonable assistance to the Customer in terms of providing information concerning its supply chain and operations which may be relevant to the Customer's reporting obligations under any applicable Modern Slavery Laws.

26. **Export Compliance.** The Customer agrees to handle the Supplier's Offering and products in compliance with all applicable export controls and economic sanctions laws, including, without limitation, by not exporting or transferring technology to, using technology for the benefit of, or making technology available for use by any person or entity identified on, or otherwise subject to restrictions imposed by, the U.S. Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals List or the U.S. Department of Commerce's Bureau of Industry &

Security's Denied Persons, Entity, and Unverified Lists; located in any jurisdiction that is subject to comprehensive U.S. economic sanctions; or with whom U.S. persons are otherwise prohibited from engaging such transaction

## SCHEDULE 1 – DEFINITIONS AND INTERPRETATION

### 1. Definitions

1.1 In this Agreement, unless the context requires otherwise, capitalised terms have the meanings set out set out below:

**"Additional Module"** means a software product or module that is not a Licensed Module.

**"Additional Services"** means any additional services supplied by the Supplier under this Agreement as set out in Schedule 3 for which a Service Charge is payable and which will be subject to additional terms and conditions as agreed and which excludes the Support Services and Implementation Services.

**"Affiliate"** means with respect to a Party, any entity which, directly or indirectly, controls, is controlled by or is under common control with such Party, where control means the ability to direct the management and affairs of an entity through ownership of voting interest, contract rights or otherwise

**"Agreement"** means this agreement, the Order Documents and any Schedule attached to this Agreement.

**"Annual Fee"** means the annual fee specified in the Order Documents payable by the Customer to the Supplier for the use of the Offering and for the Services.

**"Associated Documentation"** means any operating manuals or other materials provided by Supplier relating to the Offering, including user manuals and implementation instructions but excluding all promotional or marketing materials.

**"Associated Website"** means any website that allows access to or use of the Offering or both.

**"Authorised Group Member"** means an Affiliate of the Customer or other member of the Customer's business group specified in the Order Documents;

**"Authorised User"** means a person authorised by the Customer or an Authorised Group Member to access and use the Offering for a Licensed Purpose.

**"Business Day"** means any day except Saturday, Sunday or a bank holiday in England, between the hours of 9:00am and 5.00pm London time. .

**"CCH Integrator Entity"** means any entity created in the CCH Integrator Offering for which a Workbook is created. This can include legal entities, cost centres, lines of business, divisions, consolidation entities, elimination entities and consolidated groups for tax or accounting purposes.

**"Client"** means any client to whom the Customer or an Authorised Group Member provides tax or accounting services or both using the Offering.

**"Commencement Date"** means the date that the Order Documents is signed by the Customer or the date the Customer first accesses the Offering, whichever is earlier.

**"Confidential Information"** means information that is confidential to a party and includes any information:

- (a) relating to the Offering;
- (b) relating to the personnel, policies or business operations of the Supplier or the Customer;
- (c) relating to the terms of this Agreement;
- (d) of the Customer or its Clients which is inputted into the Offering and any other information derived from that information; and
- (e) of the Customer or its Clients which is provided to the Supplier for training purposes, other than information which is already in the public domain otherwise than through a breach of this Agreement.

**"Customer"** means the customer as set out in the Order Documents.

**"Customer Data"** means the electronic data or information (including Personal Information) inputted into the Offering by the Customer or Authorised Users.

**"Data Processing Addendum"** or **"DPA"** means an addendum to these General Terms (either appended to these General Terms or published online on the applicable Services' website) which sets out Customer's and WK's obligations with respect to the processing of Personal Data.

**"Data Protection Law"** means any binding law of a Territory for the protection of personal data, such as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**") in the European Union, UK GDPR in the United Kingdom, and the California Consumer Privacy Act of 2018 Cal. Civil. Code 1798.100 et seq. ("**CCPA**") in the State of California

**"Data Volumes"** means the volume of data utilising the Offering as set out in the Order Documents.

**"Dedicated Offering"** means a Supplier Hosted Offering that is provided for the sole use of the Customer and its Authorised Group Members and Authorised Users.

**"Fees"** means the Annual Fee or any other fees or amounts payable to the Supplier.

**"Force Majeure Event"** means a circumstance beyond the reasonable control of a party which results in the party being unable to observe or perform on time an obligation under this Agreement. Such circumstances include but are not limited to acts of God, natural disaster, fire, explosion, acts of war, terrorism, riots, civil commotion, malicious damage, sabotage, revolution, strikes, or a pandemic being declared by a governmental body and any measures implemented by the governmental body to address the pandemic.

**"General Terms"** means clause 1 to 27 of this document.

**"Inherent Defect"** means an error or defect caused by a programming error that significantly impacts the Customer's ability to use the Offering other than one that is the result of:

- (a) an alteration or modification to the Offering not made by the Supplier;
- (b) use of the Offering other than in accordance with this Agreement and the Associated Documentation;
- (c) use of the Offering in combination with equipment, programs or services not provided by the Supplier; or
- (d) failure by the Customer to meet its obligations under this Agreement or any other agreement relating to the Offering.

**"Initial Term"** means the period of time set out in the Order Documents or in default, a period of 12 (twelve) months from the Commencement Date.

**"Implementation Services"** means the implementation services set out in the Order Documents (including any training set out in the Order Documents or Schedule 3) or as otherwise agreed between the parties.

**"Intellectual Property Rights"** means intellectual property rights of every sort, whether or not registrable in any country, including intellectual property rights coming into existence after the Commencement Date, and including patents, copyright, trademarks, designs, trade secrets or other proprietary rights.

**"Licensed Module"** means the software products and modules specified in the Order Documents as licensed to the Customer.

**"Licensed Purposes"** means the purposes set out in clause 2.1.

**"Logon ID"** means a username and password that enables an Authorised User to access the Offering.

**"Losses"** means liabilities, losses, damages, costs or expenses suffered or incurred by a person whether arising in contract or tort (including negligence) or under any statute or under any other cause of action, and **"Loss"** has a corresponding meaning.

**"Maximum Number of Authorised Users"** means the maximum number of Authorised Users that can use the offering and a maximum number may be specified in the Order Documents depending on the Offering.

**"Modern Slavery Laws"** means any laws of any jurisdiction, including those statutes, regulations, rules, or other instruments of the United Kingdom, which relate to Modern Slavery.

**"Open-Source Software"** means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License,

or any substantially similar licensing terms that substantially confirms to the Open-Source Definition as prescribed by the Open-Source Initiative.

**“Offering”** means the applicable Supplier offering, products or services as specified in an Order Document and includes the Licensed Modules and any updates or new versions of the Licensed Modules and all Associated Documentation provided or made accessible to the Customer by the Supplier.

**“Order Documents”** means the documentation specifying the details for the purchase of the Offering and associated Services by the Customer. The Order Documents will set out the details of the Services to be provided, the Annual Fee and Service Charges, the Use Profile and other information related to the Services and the Customer’s use of the Offering.

**“Personal Information”** means information that has been provided by the Customer or its Authorised Users about an identified or reasonably identifiable individual, including an individual’s name, address, telephone number and any other information deemed to be personal information under relevant privacy or data protection laws.

**“Schedule”** means a schedule to this Agreement.

**“Service Charge”** means a charge in accordance with the Supplier's rates applicable from time to time and agreed between the Supplier and the Customer.

**“Services”** means the Implementation Services, Support Services and any Additional Services.

**“Shared Offering”** means a Supplier Hosted Offering the use of which is shared by the Customer and other customers of the Supplier.

**“Specifications”** has the meaning as set out in Schedule 3.

**“Statement of Work”** means the Statement of Work agreed between the parties for the provision of Additional Services.

**“Subcontractor”** means any entity used by the Supplier to discharge its obligations under this Agreement and that is not an employee of the Supplier.

**“Supplier”** means Wolters Kluwer (UK) Ltd a company registered in England and Wales under registration number 00450650.

**“Supplier Hosted Offering”** means the Offering being hosted by Supplier on one or more servers that are under the ownership or control of the Supplier.

**“Support Levels”** means the levels of support set out in Schedule 4.

**“Support Services”** means the support services referred to in clause 7 and Schedule 4.

**“Taxes”** means any taxes, duties, fees or other Government levies or charges which may be imposed in respect of the Offering, the Services or otherwise due to this Agreement but does not include taxes on income, capital gains, employee benefits or any like taxes or charges.

**“Term”** means the Initial Term and each subsequent term for which the Agreement has been extended in accordance with clause 1.2.

**“Territory”** means the United Kingdom unless a different territory is specified in the Order Documents.

**“UK GDPR”** means the retained EU law version of GDPR, as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018) and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

**“Use Profile”** means any attribute or measure used to define or measure the licence entitlements of the Customer as set out in the Order Documents including but not limited to the number of Authorised Users, the Software Modules, Workbooks, CCH Integrator Entities the Authorised Group Members (if any) and Data Volumes, as varied from time to time.

**“Workbook”** means a collection of data that relates to an entity (company, partnership, trust or super fund) for the purposes of preparing a Tax Return (e.g., tax return, withholding tax return, etc.) or performing tax accounting services during a defined reporting period on the License Module.

## **2. Interpretation rules**

2.1 In this Agreement, unless the context otherwise requires:

- (a) a reference to time means the time in England;
- (b) a reference to public holiday means a public holiday in the United Kingdom;
- (c) monetary references are references to Pounds;
- (d) obligations will apply to the officers, employees, agents and contractors of the parties;
- (e) a reference to any party includes that party's permitted successors or permitted assigns;
- (f) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this Agreement do not limit what else is included and must be construed as if they are followed by the words 'without limitation'; and
- (g) a reference to the singular will include the plural and vice versa.

## **3. Priority**

3.1 In the event of any conflict between the documents which comprise this Agreement the following order of priority will apply:

- (a) the Order Documents;
- (b) the Schedule/s; and
- (c) the General Terms.

## SCHEDULE 2 – DATA MANAGEMENT AND SECURITY OBLIGATIONS FOR A SUPPLIER HOSTED OFFERING

This Schedule sets out the Supplier's responsibilities.

### 1. Information Security Management System

1.1 The Supplier is responsible for establishing, maintaining, operating, reviewing and updating its Information Security Management System (ISMS), which encompasses organisational structure, policies, planning activities, responsibilities, practices, procedures, processes and resources used to manage information security within the Supplier's organisation in relation to:

- (a) the access, receipt, replication, alteration, storage, transmission, use, disclosure and destruction of Customer Data; and
- (b) the establishment and maintenance of appropriate, reasonable technical and organisational security measures designed to:
  - (i) secure electronic communications between the Customer and the Supplier having regard to the nature of the communication;
  - (ii) protect against unauthorised or unlawful access or use or accidental loss or destruction or damage to any Customer Data;
  - (iii) protect against unauthorised access to the Offering or use thereof;

### 2. Monitoring and assurance

2.1 The Supplier will, in accordance with its standard processes:

- (a) undertake regular monitoring, maintenance and optimization of the hosting environment;
- (b) for Shared Offerings, facilitate installation of all updates and patches and undertake all post implementation verification activities;
- (c) for Dedicated Offerings, facilitate installation of all updates and patches and provide the Customer with the Supplier's standard post implementation verification script for the Customer to use to do manual testing if it wishes to do so;
- (d) provide database backups and management of data;
- (e) conduct an annual review of its ISMS and technical and organizational security measures it has in place as required under section 1.1;
- (f) conduct annual testing (including penetration testing) of the Offering.

### 3. Notification and Reporting of Security Breaches in relation to Supplier Hosted Offering:

3.1 The Supplier will implement monitoring controls and security incident controls.

3.2 If the Supplier confirms unauthorised access to, or unauthorised disclosure of, Customer Data ("Security Breach"), it will:

- (a) notify the Customer of such Security Breach;
- (b) use commercially reasonable endeavours to identify the cause of the Security Breach;
- (c) use commercially reasonable endeavours to stop the cause of the Security Breach; and
- (d) provide the Customer with such information pertaining to the cause of and procedure for correcting the Security Breach as is legally permissible and reasonably practicable under the circumstances.

3.3 The Supplier may temporarily shut down the Offering, or suspend access to the Offering, if it considers (acting reasonably) that it is necessary to do so to prevent a potential, or address an actual Security Breach or as a reasonable precaution to address a potential Security Breach.

3.4 If any Customer Data is corrupted, lost or otherwise altered due to a negligent act or omission of the Supplier or the Supplier's personnel, or due to the Supplier's failure to otherwise fulfil its applicable

obligations under this Agreement in relation to Customer Data, the Supplier will undertake commercially reasonable efforts to restore or procure the restoration of the Customer Data.

- 3.5 The Supplier shall not be liable for any Security Breach except to the extent such Security Breach arises directly as a result of a breach by the Supplier of its obligations under this Schedule 2. In no event shall any Security Breach be deemed a breach by Supplier of its confidentiality obligations under the Agreement.

**4. Relationship with General Terms**

- 4.1 The Customer acknowledges and agrees that the Supplier's obligations under this Schedule 2 are not intended to override the Customer's warranties, undertakings and responsibilities in the Agreement and are subject always to the limitations on the Supplier's warranties, undertakings, responsibilities and liability under the Agreement.

## SCHEDULE 3 – ADDITIONAL SERVICES

### 1. Additional Services

- 1.1 The Additional Services may include Deliverables and will be provided in material accordance with the Specifications where:
- (a) “Specifications” means the specification for and description of the Additional Services with such Specifications to be provided in a form as agreed between the parties; and
  - (b) “Deliverables” means any software, documentation, reports, materials, ideas, methods, inventions, discoveries, training, review, designs or other works which are delivered to the Customer by or on behalf of the Supplier in the performance of the Additional Services .
- 1.2 Additional Services will be provided under a Statement of Work and will be subject to the terms of the Agreement except where the contrary intention is expressed. Such Additional Services will include any Service that is not an Implementation Service or Support Service, including the following:
- (a) any specific consulting assignments as requested by the Customer;
  - (b) business process reviews;
  - (c) any form of reporting, including responses to security or system questionnaires as requested by the Customer, other than reports automatically generated by the Offering;
  - (d) correction of errors or defects other than as provided for by Schedule 4, including errors or defects caused by:
    - (i) modification, revision, variation, translation or alteration of the Offering not authorised in writing by the Supplier;
    - (ii) the use of the Offering by a person not authorised by the Supplier;
    - (iii) the use of the Offering other than in accordance with the Supplier’s directions;
    - (iv) the use of the Offering in combination with equipment, programs or services not authorised in writing by the Supplier;
    - (v) the use of computer programs not licensed by the Supplier to the Customer;
    - (vi) the Customer's failure to comply with this Agreement whether directly or indirectly or any other agreement relating to the Offering;
  - (e) significant enhancements of the Offering;
  - (f) customisation of the Offering, including incorporating new features into a Software Module;
  - (g) work undertaken regarding interactions between the Offering and the Customer’s hardware or other software utilised by the Customer;
  - (h) reviewing and amending features of any Customer-specific customisation of the Offering or where the issue required to be resolved is specific to the Customer’s environment;
  - (i) furnishing or maintenance of accessories, attachments, supplies, consumables or associated items whether or not manufactured or distributed by the Supplier;
  - (j) rectification of defects other than those that are a significant error or defect caused by a programming error;
  - (k) onsite attendance at the Customer’s premises to perform Support Services or Additional Services.

### 2. Variation of Additional Services

- 2.1 The Customer may request changes to any Additional Services which the Supplier has agreed to provide, including changes in the Specifications or Deliverables. After receiving written details of the requested changes, the Supplier will provide a response to the Customer detailing the impact of such changes including their financial implications. The parties will discuss that response and, if it is

agreed to proceed with the changes, will agree the method for implementing the changes together with a suitable timetable.

- 2.2 If a proposed variation to Additional Services which the Supplier has agreed to provide is not agreed between the parties, then the Supplier will continue to provide and the Customer will continue to receive the Additional Services as already agreed to prior to the requested variation.

### **3. Liability**

- 3.1 The liability for Additional Services is subject to the limitations in clause 20 of this Agreement except that for the purposes of determining the quantum of the liability in respect of the Additional Services, under clause 20.1, total cumulative liability for any breach by the Supplier regarding the provision of any Additional Services will be limited to the fee paid in regard to the Additional Services the subject of the claim.

### **4. Intellectual Property**

- 4.1 The Intellectual Property Rights in the Deliverables and any Supplier materials incorporated in the Deliverables or otherwise used by the Supplier in the provision of the Services will, unless agreed otherwise in writing, be and remain the sole and exclusive property of the Supplier.
- 4.2 The Intellectual Property Rights in any Customer materials incorporated in the Deliverables or otherwise provided by the Customer for use by Supplier in the provision of the Services will, unless agreed otherwise in writing, be and remain the sole and exclusive property of the Customer or, as appropriate, its licensor. To the extent that any Customer materials form part of any Services or Deliverables provided under this Agreement, the Customer grants to the Supplier a non-exclusive, non-transferable, fully paid-up, royalty-free and worldwide licence to use them solely for the provision of the Services.
- 4.3 Any third-party software which is required to enable the Customer to read or use the Deliverables will be obtained by the Customer at the Customer's cost.

## SCHEDULE 4 – SUPPORT SERVICES

### 1 Support Services

1.1 The Supplier provides Support Services in accordance with this Agreement. Support Services are online and email support from the Supplier’s Call Centre or the Supplier contact person between the hours of 9:00am and 5:00pm on any Business Day.

1.2 In consideration for the Customer paying the Annual Fee, the Supplier shall provide the following Support Services. Support Services will be limited to only those required to facilitate the Customer access to the Customer Data and to extract that data from the Offering and are provided on a reasonable use basis and includes:

- (a) Configuration or similar issues: “Why is this behaviour occurring?”
- (b) Technical troubleshooting.

1.3 The provision of Support Services will take the form of:

- (a) telephone advice;
- (b) error correction transmitted by any electronic means;
- (c) or such other services as the Supplier considers necessary.

1.4 The Supplier will be taken to have received notification of a defect or fault at the earlier of:

- (a) the time it is notified of the defect or fault by the Customer; or
- (b) the time it otherwise becomes aware of the defect.

1.5 The Customer may also request additional services other than the Support Services set out in section 1.3 of this Schedule. Such services will be considered to be Additional Services coming within the operation of Schedule 3. These Additional Services will be subject to additional costs as agreed between the parties and may include without limitation the services described in Section 1 of Schedule 2.

### 2 Support Levels

2.1 All Standard support requests should be submitted via the ‘Submit a request’ function in the CCH Integrator Help site or via [integrator.support@wolterskluwer.com](mailto:integrator.support@wolterskluwer.com). The Supplier will use commercially reasonable efforts to meet the support levels set out below for the applicable defect/fault severity level assigned to the defect or fault by the Supplier:

| Priority | Description  | Response target | Incident Resolution  |
|----------|--|-----------------|--|
| 1        | <b>Critical Business Impact - System down</b><br>The software is inaccessible; requiring an immediate resolution.  | 1 hour          | Resolution within 24 hours of notification or constant (8 hours per day x 7 days per week basis) effort until problem is resolved        |
| 2        | <b>Significant Business Impact</b><br>The software is operable with functional error/s core to the client’s defined usage of the software. Error/s severely restricts use or is putting the client in jeopardy of missing a business deadline, where no viable and agreed workaround is available. | 2 hours         | Resolution within 2 business days of notification or constant (8 hours per day x 5 days per week basis) effort until problem is resolved |

|   |   |                 |   |
|---|---|-----------------|---|
| 3 | <p><i>Some Business Impact</i></p> <p>The software is operable with functional error/s core to the client's defined usage of the software where viable and agreed workaround is available.</p> <p><b>OR</b></p> <p>Functional error/s impact less significant functionality where no viable work around is available.</p> | 1 business day  | Provide an indicative resolution date within 5 business days. The resolution will be aligned to a scheduled release - typically the next scheduled release. |
| 4 | <p><i>Minimal Business Impact</i></p> <p>Software is operable with non-critical functional errors of negligible business impact.</p>  | 2 business days | Provide an indicative resolution date within 10 business days. Resolution date aligned to a future release.   |

**2.2** Critical support requests arise when the application is inaccessible for all users and relate to a product and/or hosting fault and match the severity 1 description in the table above. A 24-hour, 7 day a week telephone service is in place for Priority 1 support requests. Calling +61 1300 733 247 outside of standard business hours, an operator will capture essential information in relation to the caller, application, nature of issue and direct this as an urgent request to a regional and/or on-call specialist. Our aim is for the caller to have a response from a CCH Integrator expert within a business hour of the call being received.

### **3 Exclusions**

**3.1** Support Services do not include any of the Additional Services as set out in Schedule 3.

**3.2** The levels of support detailed in sub-clause 2.1 do not apply where the defect or fault arises from, in whole or part, an issue with the Customer's infrastructure, or otherwise from a cause outside the scope of the Support Services specified in this Schedule.

### **4 Customer Responsibilities**

**4.1** The Customer will, if requested by the Supplier provide the Supplier with:

- (a) a documented example of the reported defect or fault wherever possible;
- (b) a listing of output or any other data which the Supplier requires, in order to reproduce operating conditions similar to those present when any defect or fault in the Offering was discovered;
- (c) a suitably qualified or informed representative, agent or employee to advise the Supplier on any matter within the Customer's knowledge or control which will assist the Supplier in complying with its Support Services obligations under this Agreement.

**4.2** The Customer will ensure that the Supplier's personnel are provided with all necessary information and access to facilities reasonably required by the Supplier to enable the Supplier to comply with its Support Services obligations under this Agreement.

Executed by the parties on the dates shown below:

Signed on behalf of

**Wolters Kluwer (UK) Ltd 00450650** by

**Wolters Kluwer (UK) Ltd 00450650** by its duly appointed agent who by his/her execution warrants his/her authority to execute this instrument in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

Signed on behalf of

**[INSERT CUSTOMER NAME]** by

**[INSERT CUSTOMER NAME]** by its duly appointed agent who by his/her execution warrants his/her authority to execute this instrument in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date