

Terms and Conditions

Last updated: January 2026

1. Definitions and Interpretation

1.1 **Definitions:** In the Agreement, unless the context otherwise requires:

Agreement means:

- (a) Part A: Agreement and Contract Details, including the cover page (excluding the Background) and signature clauses of the Customer Agreement;
- (b) Part B: Special Conditions of the Customer Agreement;
- (c) this Part C: General Terms;
- (d) Part D: Support Services attached to these General Terms; and
- (e) Part E: Product Specific Terms attached to these General Terms.

AI Outputs means outputs of the Subscription Service generated using a Third Party AI Tool based on the Customer Data, excluding Analytical Data;

Analytical Data has the meaning given in clause 6.7;

Authorized Users means the individuals who are authorized by the Customer to use the Subscription Services and the Materials;

Business Day has the meaning set out in in the Contract Details;

Cardholder Data means the Primary Account Number (PAN), cardholder's name, the expiration date of the card and the Card Verification Value (CVV);

Commencement Date has the meaning given to that term in the Contract Details;

Contract Details means the contract specific details in Part A of the Customer Agreement.

Confidential information means any non-public information relating to the business or affairs of a party and includes, without limitation, its designs, drawings, manufacturing know how, object codes, source codes, planned

modifications to hardware or software, planned enhancements to hardware or software, product knowledge, quality standards, research and development, unpublished specifications, technical information, pricing, manipulated data, business plans, business processes, methodologies, techniques, general know-how, costs and margins, customer lists, financial data, internal price information, market research, marketing plans, sales forecasts and trade secrets. The Customer's Confidential Information includes the Customer Data;

Customer Agreement means the document titled *Customer Agreement* that references these General Terms and is signed by both parties;

Customer Data means the data entered or input by Authorized Users, or Unimarket on Authorized Users' behalf, for the purpose of using the Subscription Services or facilitating the Customer and Authorized Users' use of the Subscription Services, and the outputs of the Subscription Services derived from that data, excluding the Analytical Data. Customer Data shall include Cardholder Data and AI Outputs where applicable;

Default Interest has the meaning given to that term in clause 9.5(b);

Documentation means any information or documentation generated for, and provided to, the Customer, through the use of the Subscription Services, including any generated quotes, purchase orders, invoices and contracts;

Fees means the Subscription Fee, the Implementation Fee, the Professional Services Fee, and any other fees payable by the Customer to Unimarket in accordance with the Agreement;

Force Majeure Event has the meaning given to that term in clause 16.1;

Health Information means information that relates to the health, disability, medical history or health or disability services of an identifiable individual, including "health information" or "protected health information" as defined under applicable privacy and data protection laws;

Implementation Fee means the fee payable by the Customer to Unimarket for Implementation Services, as set out in the Contract Details;

Implementation Services means the services provided by Unimarket relating to implementing the Subscription Services, including administrative maintenance, configuration, testing, training, supplier enablement and project management, and any other general consulting relating to the implementation of the Subscription Services;

Intellectual Property Rights means any rights to, and any interest in, any patent, trademark, service mark, copyright, moral right, trade name, brand

name, logo, corporate dress, right of use, domain name, social media presence, handle and account, right in computer software, database and lists, design, know-how, trade secret, Confidential Information and any other intellectual property or proprietary rights, whether registered, in the course of being registered or unregistered and any analogous rights worldwide. **Intellectual Property** has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property;

Materials means the materials (if any) made available to the Customer by Unimarket (whether in hardcopy or electronic form) which sets out a description of the Subscription Services and the user instructions for the Subscription Services;

Normal Business Hours has the meaning set out in the Contract Details;

Order means an agreement between the Customer and a Supplier for the Customer to purchase goods and/or services from the Supplier;

Personal Information means information about an identifiable individual, including personal data, personally identifiable information and equivalent information as defined under applicable privacy and data protection laws;

Privacy Policy means the privacy policy available on the Website;

Professional Services means customization, training, consultancy and other services, which may include software development, phone support, onsite support, online and onsite training, business process re-engineering, workshops, and video preparation, all of which Unimarket, in its sole discretion, may make available to the Customer in accordance with clause 3.5;

Professional Services Fee means the fee payable by the Customer to Unimarket for Professional Services, as agreed between the Parties in accordance with clause 3.5;

Sales Tax includes sales tax, use tax, goods and services tax, value added tax and equivalent tax payable under any applicable law;

Security Breach means any accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, any part of the Subscription Services;

Security Vulnerability Testing means any security vulnerability testing reconnaissance or exploitation activities, including, but not limited to: automated attempts to test, scan, or exploit security vulnerabilities, attempts to perform load tests using data or network traffic (and any other

stress testing), scans for network or application vulnerabilities (and any other vulnerability discoveries), exploit kits, rootkits, malware, tools for data extraction, social engineering, and any other exploitation techniques;

Service Levels means the service levels for the Subscription Services, as set out in Part D;

Services means the Implementation Services, Subscription Services, Support Services and Professional Services, collectively;

Subscription Fee means the subscription fee payable by the Customer to Unimarket for the access and use of the Subscription Services by Authorized Users and the provision of Support Services, as set out in the Contract Details;

Subscription Services means the cloud-based procurement services software made available by Unimarket to the Customer under the Agreement on a software-as-a-service basis via the Website;

Subscription Term means has the meaning given to it in the Contract Details;

Supplier means a supplier who has a registered account on the Unimarket platform for the purposes of maintaining their company information and completing procurement activities such as managing customer transactions, responding to sourcing events and publishing catalogs.

Supplier Catalogue means a display of the goods and/or services available to purchase from a Supplier through an Order on the Subscription Services;

Support Services means the support services as set out in Part D that Unimarket will provide to the Customer in relation to the Subscription Services;

Third Party AI Tool means any third party artificial intelligence or machine learning software, application, platform, or service (including generative AI and large language models) that Unimarket uses in connection with the provision of the Subscription Service. The Third Party AI Tools used in connection with the provision of the Subscription Service are listed under the Privacy & Security section of the [Unimarket.com](https://unimarket.com) website, as that page is updated from time to time.

Third Party AI Tool Terms means, for each Third Party AI Tool, the Third Party Provider's terms and conditions, acceptable use policies and other terms or policies that apply to use of that Third Party AI Tool, as may be updated from time to time by the Third Party AI Tool Provider. The websites for the Third

Party Providers of each Third Party AI Tool (through which such terms and policies are accessible) are listed under the Privacy & Security section of the [Unimarket.com](https://unimarket.com) website, as that page is updated from time to time.

Third Party Provider has the meaning set out in clause 12.10(a);

Underlying Systems means the IT solutions, systems and networks (including software and hardware) used to provide the Subscription Services, including any third party solutions, systems and networks.

Virus means anything or device (including any software, code, file or program) which may:

- (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
- (b) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or
- (c) adversely affect the user experience, including worms, trojan horses, malware, viruses and other similar things or devices;

Website means www.unimarket.com or any other website notified in writing to the Customer by Unimarket from time to time; and

Year means a 12 month period commencing on the Commencement Date or any anniversary of the Commencement Date.

1.2 **Interpretation:** In the Agreement, unless the context requires otherwise:

- (a) words importing one gender include the others;
- (b) words importing the singular or plural number include the plural and singular number respectively;
- (c) headings are inserted for the sake of convenience of reference only and do not affect the interpretation of the Agreement;
- (d) references to clauses are references to clauses in these General Terms;
- (e) a person includes any individual, corporation, unincorporated association, government department or municipal authority; and

- (f) personnel includes officers, employees, contractors and agents, but a reference to the Customer's personnel does not include the Supplier.

1.3 **Order of Precedence:** If there is any conflict between the documents that form part of the Agreement, unless otherwise agreed in writing, they will have precedence in the descending order of priority set out below:

- (a) Part B (Special Conditions);
- (b) Part E (Product Specific Terms);
- (c) Part C (General Terms);
- (d) Part D (Support Services); and
- (e) Part A (Agreement and Contract Details).

2. **Access to Subscription Services**

2.1 **Access:** Unimarket grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to access and use the Subscription Services and the Materials during the Subscription Term solely for the Customer's internal business operations and on the terms and conditions set out in the Agreement.

2.2 **Customer's obligations:** The Customer will:

- (a) ensure that only the Authorized Users access and use the Subscription Services and the Materials;
- (b) permit Unimarket to actively monitor and audit the Subscription Services to establish whether the Subscription Services are being used in accordance with the Agreement;
- (c) promptly disable any login account if Unimarket discovers or otherwise has reasonable belief (through undertaking the monitoring and audits referred to in clause 2.2(b)) that any login details have been provided to any party that is not an Authorized User; and
- (d) on demand, pay to Unimarket an amount of any underpayment of Fees discovered by Unimarket through undertaking the monitoring and audits referred to in clause 2.2(b).

2.3 **Customer and Authorized User Obligations:** The Customer will, and will procure that the Authorized Users:

- (a) use the Subscription Services solely for lawful purposes including complying with applicable anti-spam laws;
- (b) correctly identify the sender of all electronic transmissions;
- (c) comply with the terms and conditions of the Agreement applicable to the Customer and its Authorized Users in relation to the access and use of the Subscription Services and Materials;
- (d) ensure that all information that the Customer and its Authorized Users provide to Unimarket is true and correct and kept up to date for so long as the Customer or Authorized User continues to use the Subscription Services;
- (e) only post requests where the Customer has a genuine expectation of proceeding within a reasonable timeframe;
- (f) abide by the Materials, and any other information and maintenance instructions or other relevant notices contained in the information that is included with the Subscription Services; and
- (g) comply with all applicable laws with respect to its and its Authorized User's use of the Subscription Services. Authorized User's use of the Subscription Services.

2.4 **Security:** The Customer will, and will ensure that the Authorized Users:

- (a) keep secure logins and passwords for their access and use of the Subscription Services and Materials (if applicable) and keep such logins and passwords confidential;
- (b) not create a generic login, share account details, or allow their account to be used by any other person; and
- (c) keep computer systems, network and internet connectivity secure in accordance with good computer security practices.
- (d) If the Customer becomes aware that an account or password has been compromised, it must, without delay:
 - (i) notify Unimarket;
 - (ii) change the password; and

(iii) take other security actions as directed by Unimarket.

2.5 **Viruses:** The Customer will not, and the Customer will procure that its Authorized Users do not, access, store, distribute or transmit any Viruses. Unimarket may, without liability to the Customer, disable the Customer's or its Authorized User's access to the Subscription Services if the Customer or an Authorized User is in breach of this clause 2.5.

2.6 **Restrictions:** The Customer will not, and must procure that its Authorized Users do not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (i) and except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Subscription Services and/or Materials (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Subscription Services;
- (b) impersonate another person or misrepresent authorization to act on behalf of others or Unimarket;
- (c) remove, disable, circumvent or attempt to undermine the integrity of any security or technical measures, including any digital rights management system or other content protection or features used by Unimarket, that control access to:
 - (i) the Subscription Services; or
 - (ii) the Underlying Systems;
- (d) use, or misuse, the Subscription Services in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Subscription Services;
- (e) attempt to view, access or copy any material or data other than:
 - (i) that which the Customer is authorized to access; and

- (ii) to the extent necessary for the Customer and its personnel to use the Subscription Services in accordance with the Agreement; and
- (f) use the Subscription Services in a manner, nor transmit, input or store any Customer Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is objectionable, defamatory, obscene, harassing, threatening, harmful, unlawful, incorrect or misleading;
- (g) access all or any part of the Subscription Services and Materials in order to build a product or service which competes with the Subscription Services and/or the Materials;
- (h) provide Cardholder Data, Personal Information or Health Information or any other restricted data into the system unless in fields provided for that specific data;
- (i) harvest, scrape or otherwise collect information, including contact information, about other users of the Subscription Services without their prior written consent;
- (j) use automated scripting tools or software in connection with the Customer's use of the Subscription Services;
- (k) engage in unethical behaviour, as determined by Unimarket at its absolute discretion, including collusive tendering or bid shopping;
- (l) use the Subscription Services and/or Materials to provide services to third parties or provide the Subscription Services and/or Materials as a service bureau;
- (m) make the Subscription Services and/or Materials available to any third party except the Authorized Users; or
- (n) attempt to obtain, or assist third parties in obtaining, access to the Subscription Services and/or Materials, other than as provided under this clause 2.

1.1 **Authorizations:** The Customer is responsible for procuring all licenses, authorizations and consents required for it and its Authorized Users to use the Subscription Services, including to use, store and input Customer Data into, and process and distribute Customer Data through, the Subscription Services.

1.1 **Unauthorized Access:** Each party will use all reasonable efforts to prevent any unauthorized access to, or use of, the

Subscription Services and/or the Materials and, in the event of any such unauthorized access or use, give written notice the other party as soon as possible.

3. **Services**

- 3.1 **Provision of Services:** Unimarket will, during the Subscription Term, provide the Services to the Customer, on the terms and conditions set out in the Agreement.
- 3.2 **Service Levels:** Unimarket will use commercially reasonable efforts to provide the Subscription Services in accordance with the Service Levels.
- 3.3 **Availability:** Through the use of web services and APIs, the Subscription Services interoperate with a range of third party service features. Unimarket does not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, Unimarket may cease to make available that feature to the Customer. To avoid doubt, if Unimarket exercises its right to cease the availability of a third party feature, the Customer is not entitled to any refund, discount or other compensation.
- 3.4 **Support Services:** Unimarket will, as part of the Subscription Services provide the Customer with the Support Services during Normal Business Hours and at no additional cost to the Customer. Unimarket may change the Support Services in its sole and absolute discretion from time to time, provided such changes do not have a material adverse effect on the level or type of Support Services.
- 3.5 **Professional Services:** If the Customer would like Unimarket to provide Professional Services, the Customer must give written notice of such request to Unimarket. Following receipt of such notice, Unimarket will assess the request and, in its absolute discretion, decide whether or not to provide the Professional Services. If Unimarket agrees to provide Professional Services, Unimarket will meet with the Customer to define a statement of work that outlines the scope, estimated effort, timeline, deliverables and fees for undertaking of the professional services (Statement of Work). This will be agreed and signed by both parties confirming the Customer's acceptance of the Statement of Work and any Professional Services Fee. Following such acceptance:
- (a) Unimarket shall perform the Professional Services for the Customer using reasonable efforts to comply with the schedule, milestones, and timeframes agreed in writing between the parties and specified in the applicable Statement of Work, subject to any changes agreed in

accordance with the change control procedure in the Statement of Work;

- (b) the Customer shall cooperate fully with Unimarket, promptly make decisions (including approvals), and promptly provide all information, materials, access, and assistance reasonably requested by Unimarket to enable the timely and effective delivery of the Professional Services; and
- (c) changes to requirements, scope or timelines will be handled via a Statement of Work change request process and agreed between the parties. No changes will be implemented unless outlined in writing and agreed between parties as per change control process.

All reasonable expenses (for example, travel and accommodation) properly incurred by Unimarket in connection with the Implementation Services and Professional Services, which the parties have previously agreed to, will be reimbursed as an additional charge, unless specified in the Statement of Work as incorporated in the Implementation Fee or Professional Services Fee. Any expenses claimed by Unimarket are to be detailed in the invoices rendered by Unimarket to the Customer in accordance with clause 9.3(c) and will be paid by the Customer to Unimarket in accordance with clause 9.4.

3.6 Updates:

- (a) The Customer acknowledges and agrees that:
 - (i) Unimarket may regularly upgrade, update and/or vary the Subscription Services and the Materials;
 - (ii) some of the changes relating to the Subscription Services will occur automatically, while others may require the Customer to schedule and implement the changes; and
 - (iii) the Customer will, where required, upgrade its software and/or equipment in order to use the Subscription Services.
- (b) Unimarket will:
 - (i) provide the Customer with commercially reasonable written notice of any such proposed changes that have a material impact on the Customer's use of the Subscription Services; and
 - (ii) use commercially reasonable efforts to minimize any disruption caused by any such proposed changes.

4. Suppliers

- 4.1 **Access:** The Subscription Services provide the Customer with access and interaction with Suppliers for the purposes of completing procurement activities such as gathering and validating supplier information and compliances, responding to sourcing events, managing contracts, searching Catalogues, placing and completing Orders and processing invoices.
- 4.2 **Orders, Sourcing Events and Contracts:** Unimarket is not party to any agreements or transactions between the Customer and a Supplier, including any orders, sourcing events (Rfx) or contracts between the Customer and a Supplier.
- 4.3 **Disputes:** The Customer agrees not to involve, or attempt to involve, Unimarket in any dispute or in the resolution of disputes that arise between it and a Supplier as a result of the goods and/or services provided to the Customer, except to the extent the dispute is caused by or results from the negligence or willful misconduct of Unimarket or its personnel.
- 4.4 **Disclaimer:** Unimarket is not responsible for Suppliers and does not verify, endorse, recommend, approve or guarantee any Supplier, their bona fides, goods and services, capabilities, competence, experience, qualifications, financial standing, or information provided.
- 4.5 **Release:** If the Customer has a dispute with one or more Suppliers, it releases Unimarket (and Unimarket's personnel, subsidiaries and joint ventures) from all loss, claims, demands and damages of every kind and nature, known and unknown, disclosed and undisclosed, and whether direct, indirect or consequential, arising out of or in any way connected with such disputes.

5. Transactions

- 5.1 **Payment:** The Customer must pay for goods and/or services it procures in accordance with the terms of sale or contract terms agreed with the Supplier, unless:
- (a) the Supplier has materially changed the description or scope of the goods and/or services after the Customer places its order or agrees to the contract terms;
 - (b) a clear typographical error is made; or
 - (c) the Customer cannot authenticate the Supplier's identity.

5.2 **Credit card payments:**

- (a) Where the Customer pays by credit card, the Customer accepts that Unimarket needs to obtain the Customer's Cardholder Data during the payment process.
- (b) Credit card payments can be conducted manually or through a third party clearing service.
- (c) While Unimarket may facilitate payment for some items by credit card, Unimarket is not involved in the transaction itself, and responsibility for any refund to the Customer rests solely with the Supplier.

5.3 **Supplier terms:**

- (a) The Customer must ensure that any end users of any goods and/or services purchased by the Customer through the Subscription Services comply with all relevant terms and conditions imposed by the Supplier of those goods and/or services.
- (b) Unimarket will not be liable in any way for the Customer's failure to comply with clause 5.3(a).

6. **Customer Data**

6.1 **Ownership:** Unimarket acknowledges and agrees that the Customer will own all rights, title and interest in and to all of the Customer Data and will have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

6.2 **Protection:**

- (a) Each party will implement and maintain appropriate technical and organizational measures to protect Customer Data against unauthorized or unlawful processing and against accidental loss, destruction or damage. Unimarket will maintain these measures in accordance with its independently audited SOC 2 Type II controls, which align with industry-recognized frameworks such as the NIST Cybersecurity Framework and ISO/IEC 27001 principles. Unimarket will use commercially reasonable efforts to ensure the continued effectiveness of these controls.
- (b) As part of these measures, Unimarket will regularly back up Customer Data and maintain its integrity and availability. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive

remedy will be for Unimarket to use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest available backup. Unimarket will not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party outside its reasonable control.

- (c) Unimarket will maintain all applicable PCI DSS requirements to the extent that Unimarket stores, processes, or transmits Cardholder Data on behalf of the Customer. To provide assurance of ongoing conformance, Unimarket undergoes an annual SOC 2 Type II audit. The latest report is available to the Customer via the Unimarket Trust Centre or upon reasonable request by the Customer.

6.3 Use: Customer acknowledges and agrees that:

- (a) Unimarket may access and use the Customer Data for the purpose of:
 - (i) performing Unimarket's obligations and exercising Unimarket's rights under the Agreement;
 - (ii) upgrading, updating and/or varying the Subscription Services and/or Materials;
 - (iii) assessing the Customer's use of the Subscription Services, including comparing or benchmarking such use against the performance of Unimarket's other customers' businesses or industry practice;
 - (iv) assessing what other services Unimarket may provide and promote to the Customer, including offering services that may further assist in business procurement; and
 - (v) performing data analysis on an aggregated and anonymous basis; and
- (b) to the extent that it is necessary, Unimarket may authorize a member or members of its personnel to access the Customer Data for the purposes set out above, provided that Unimarket complies with its confidentiality obligations under clause 11.

6.4 Consents: The Customer must arrange all consents and approvals that are necessary for Unimarket to access the Customer Data as described in clause 6.3.

6.5 **Removal:** Unimarket may, without liability, intercept, remove, alter or prevent access to any of the Customer Data if directed to by a regulator, government agency, law enforcement or court.

6.6 **Data Processor/Agent:**

- (a) The Customer acknowledges and agrees that to the extent Customer Data contains Personal Information, in collecting, holding and processing that information through the Subscription Services, Unimarket is acting as a data processor and/or service provider and/or agent (or the equivalent under applicable privacy and data protection laws) of the Customer for the purposes of applicable privacy and data protection laws.
- (b) The Customer must obtain all necessary consents from, and give all necessary notices to, the relevant individual to enable Unimarket to collect, use, hold and process that information in accordance with the Agreement.

6.7 **Analytical Data:**

- (a) Metadata and other statistical information, such as anonymized data generated as a result of the Customer's and Authorized Users' use of the Subscription Services (**Analytical Data**), is owned by Unimarket.
- (b) Unimarket uses Analytical Data:
 - (i) for service improvement;
 - (ii) for usage analysis;
 - (iii) to monitor the Unimarket server environment; and
 - (iv) to improve performance of the Subscription Services.

6.8 **Third Party AI Tools:**

- (a) Unimarket will not, unless it has the Customer's prior written consent, allow any Third Party AI Tool Provider to use or retain Customer Data for artificial intelligence/machine learning training purposes.
 - (i) Subject to Unimarket's compliance with clause 6.8(a), the Customer authorizes Unimarket to input the Customer Data into the Third Party AI Tools, and agrees that the Third Party Providers of the Third Party AI Tools may access and use the Customer Data, on the terms of the Third Party AI Tool Terms.

- (ii) The AI Outputs may include information such as metadata, digital signatures, or watermarks to identify it is generated using a generative artificial intelligence model (provenance markers). The Customer must not modify, tamper with, remove, obscure, or otherwise alter any provenance markers.
- (b) International storage of Data: The Customer agrees that Unimarket may store Customer Data (including any Personal Information) in secure servers in Australia, the United States and New Zealand and may access that Data (including any Personal Information) in Australia, the United States and New Zealand from time to time
- (c) Data retention: Where Unimarket holds the master record of financial data, Unimarket will retain such data for the retention period required by law.

7. **Security**

7.1 **Security Breach:** In the event that Unimarket experiences a Security Breach that affects the Customer, Unimarket will:

- (a) notify the Customer in writing as soon as practicable and no later than twenty-four (24) hours after confirmation of the breach;
- (b) conduct an investigation to determine the nature, scope, and impact of the breach and provide a summary report within twenty (20) business days of identification, or sooner if required by law;
- (c) take all necessary and reasonable steps to remediate the cause of the Security Breach, to the extent remediation is within Unimarket's reasonable control; and
- (d) provide timely updates on containment, remediation, and corrective actions until closure.

7.2 **Customer obligations:** If the Customer experiences a Security Breach, the Customer will:

- (a) give written notice to Unimarket and provide details of the Security Breach as soon as practical after the Security Breach is first identified; and
- (b) take all appropriate and necessary actions in response to the Security Breach (as determined by the severity of the Security Breach) to prevent or mitigate any loss or damage to Unimarket.

- 7.3 **Prohibited Activities:** Unless the Customer has obtained prior written consent from Unimarket, the Customer must not perform any Security Vulnerability Testing on or in relation to the Subscription Services or any other Services.
- 7.4 **Security Vulnerability:** If the Customer or any Authorized User identifies any security vulnerability in the Subscription Services, then the Customer will promptly give written notice to Unimarket of the existence of the security vulnerability and will provide Unimarket with any other information that Unimarket would reasonably require in relation to the security vulnerability.

8. **Customer's obligations**

The Customer will:

- (a) provide Unimarket with all necessary cooperation in relation to the Agreement, and all necessary access to such information as may be required by Unimarket so that Unimarket can provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to its activities under the Agreement;
- (c) notify Unimarket as soon as it becomes aware of any:
 - (i) breach of the Agreement;
 - (ii) offensive content in a Supplier Catalogue; or
 - (iii) other problem relating to the Services.
- (d) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's performance of the Customer's responsibilities, Unimarket may adjust any agreed timetable or delivery schedule as reasonably necessary and will give the Customer written notice of such changes;
- (e) ensure that the Authorized Users use the Subscription Services and the Materials in accordance with the terms and conditions of the Agreement;
- (f) be responsible for all acts and omissions of the Authorized Users (including breaches of the Agreement) as if those acts and omissions are those of the Customer. A breach of any term of the Agreement by

the Customer's personnel (including, to avoid doubt, an Authorized User) is deemed to be a breach of the Agreement by the Customer;

- (g) ensure that the Customer's network and systems comply with the relevant specifications as may be specified or modified by Unimarket from time to time; and
- (h) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Unimarket's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. Charges and Payment

9.1 **Fees:** The Customer will pay to Unimarket:

- (a) the Implementation Fee for the Implementation Services;
- (b) the Subscription Fee for the Subscription Services and Support Services; and
- (c) the Professional Services Fee for the Professional Services, in accordance with this clause 9.

9.2 **Increase to Subscription Fee:** On each anniversary of the Commencement Date, the Subscription Fee will be automatically increased in accordance with the annual cost of living adjustment mechanism set out in the Contract Details, or if no mechanism is specified in the Contract Details, then the cost of living adjustment mechanism is deemed to be an increase of 7% per annum. The increased Subscription Fee will be the new Subscription Fee payable by the Customer for the forthcoming Year. Unimarket will advise the Customer of the new Subscription Fee for each Year by issuing an invoice to the Customer in accordance with clause 9.3 and the Subscription Fee set out in the Contract Details will be deemed to be amended accordingly.

9.3 **Invoices:**

- (a) Unimarket will issue an invoice to the Customer for the Implementation Fee: on execution of the Customer Agreement;
- (b) for the Subscription Fee: on the execution of this Unimarket Customer Agreement and 45 days prior to each anniversary of the Commencement Date; and

- (c) for the Professional Services Fee, at or following the end of the month in which the relevant Professional Services being carried out; and
- (d) for any other Fees that are payable under the Agreement, at Unimarket's discretion.

9.4 **Payment:**

- (a) **Implementation Services:** The Customer will pay the invoice(s) for Implementation Services on signing of the Customer Agreement.
- (b) **Professional Services:** The Customer will pay each invoice on the dates set out in the Contract Details (or such other dates as are set out in the Statement of Work), or if there are no such dates, on the 20th of the month following the date of such invoice.
- (c) **Subscription Services:** The Customer will pay the invoice(s) for the Subscription Fee for the first Year on signing of the Customer Agreement and each subsequent invoice prior to each anniversary of the Commencement Date, as outlined in the invoice due date.
- (d) All amounts payable under the Agreement must be made by electronic transfer to the bank account nominated by the intended recipient in same day cleared funds and free from any deduction, withholding, set-off, counterclaim, restriction or conditions except to the extent the deduction or withholding is required by law or any amount of the invoice is disputed in accordance with clause 9.7.

9.5 **Failure of Pay:** If the Customer fails to pay any invoice when due then without prejudice to any other rights and remedies of Unimarket:

- (a) Unimarket may, without liability to the Customer, suspend access to all or part of the Subscription Services and Unimarket will be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and/or
- (b) interest will accrue on such due amounts at an annual rate equal to the default interest rate set out in the Contract Details (Default Interest). Default Interest is to accrue on any unpaid amount from day to day, from the due date until the date the amount is paid in full. If not specified in the Contract Details, the Default Interest rate is deemed to be a rate of 7% per annum.

9.6 **Taxes and Charges:**

- (a) All amounts and Fees stated or referred to in the Agreement are exclusive of Sales Tax and any other taxes or charges (including any

levies and duties levied in any country), which will be paid for by the Customer.

- (b) If the Customer is required by law to deduct or withhold taxes or charges from the amounts due to Unimarket under the Agreement, the Customer will ensure that the amount due to Unimarket is increased so that the payment actually made to Unimarket equals the amount due to Unimarket as if no such taxes or charges had been imposed.

9.7 **Invoice Dispute:** If the Customer disputes any invoice, it will give Unimarket written notice of such dispute but will otherwise pay the undisputed part of the invoice. Any disputed amount will be resolved in accordance with clause 15.

9.8 **Currency:** Unless specifically indicated, all amounts payable under the Agreement are to be paid in the currency set out in the Contract Details.

10. Intellectual Property Rights

10.1 Ownership:

- (a) Subject to clause 6.1, the Customer acknowledges and agrees that Unimarket and/or its licensors own all Intellectual Property Rights:
 - (i) in the Services and Underlying Systems, or created during the performance of, the Services;
 - (ii) in updates, modifications or additions of functionality to the Subscription Services or Underlying Systems; and
 - (iii) in the Materials.
- (b) The Customer must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.
- (c) Except as expressly stated in the Agreement, the Agreement does not grant the Customer any rights to, or in, the Intellectual Property Rights, or any other rights or licences in respect of the Services or the Materials.

10.2 **Know-how:** To the extent not owned by Unimarket, the Customer grants Unimarket a royalty-free, transferable, irrevocable and perpetual license to use for Unimarket's own business purposes any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by Unimarket in the provision of the Services.

10.3 **Feedback:** If the Customer provides Unimarket with ideas, comments or suggestions relating to the Services or Underlying Systems (together **feedback**):

- (a) all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by Unimarket; and
- (b) Unimarket may use or disclose the feedback for any purpose.

10.4 **Third party sites and material:** The Customer acknowledges that the Subscription Services may link to third party websites or feeds that are connected or relevant to the Subscription Services. Any link from the Subscription Services does not imply any Unimarket endorsement, approval or recommendation of, or responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, Unimarket excludes all responsibility or liability for those websites or feeds.

10.5 **Third party Intellectual Property Rights Indemnity:**

- (a) Unimarket indemnifies the Customer against any claim or proceeding brought against the Customer to the extent that claim or proceeding alleges that the Customer's or its Authorized Users' use of the Subscription Service in accordance with the Agreement constitutes an infringement of a third party's Intellectual Property Rights (**IP Claim**). The indemnity is subject to the Customer:
 - (i) promptly notifying Unimarket in writing of the IP Claim;
 - (ii) making no admission of liability and not otherwise prejudicing or settling the IP Claim, without Unimarket's prior written consent; and
 - (iii) giving Unimarket complete authority and information required for Unimarket to conduct and/or settle the negotiations and litigation relating to the IP Claim. The costs incurred or recovered are for Unimarket's account.
- (b) The indemnity in clause 10.5(a) does not apply to the extent that an IP Claim arises from or in connection with:
 - (i) the Customer's breach of the Agreement;

- (ii) use of the Subscription Service in a manner or for a purpose not reasonably contemplated by the Agreement or otherwise not authorized in writing by Unimarket; or
 - (iii) any third party data or any Customer Data.
- (c) If at any time an IP Claim is made, or in Unimarket's reasonable opinion is likely to be made, then in defence or settlement of the IP Claim, Unimarket may (at Unimarket's option):
 - (i) obtain for the Customer the right to continue using the items which are the subject of the IP Claim; or
 - (ii) modify, re-perform or replace the items which are the subject of the IP Claim so they become non-infringing.
- (d) If the remedies in clause 10.5(c) are exhausted without remedying or settling the IP Claim, Unimarket may, by notice to the Customer, immediately terminate the Agreement.

11. **Confidentiality**

- 11.1 **Confidentiality Obligations:** Each party will treat as confidential all Confidential Information obtained from the other pursuant to the Agreement. Neither party will divulge such Confidential information to any persons (except to their personnel and professional advisors (**Representatives**) (for whom that party will be responsible) and then only to those Representatives who need to know) without the other party's prior written consent.
- 11.2 **Not Confidential:** Clause 11.1 does not extend to any disclosure or use of Confidential Information:
 - (a) for the purpose of performing the Agreement or exercising a party's rights under the Agreement;
 - (b) that can be established by written records to be already known to the recipient at the time of disclosure;
 - (c) which is in or enters the public domain through no fault of the recipient; or
 - (d) which is independently developed by a party without reference to the Confidential Information of the other party.

11.3 **Recipient Obligations:** If the recipient of any Confidential Information is required by any applicable law, court or authority to disclose such Confidential Information to any person, it will:

- (a) give the disclosing party prompt written notice of the disclosure, where practicable before it occurs, so that the disclosing party has sufficient opportunity to prevent the disclosure through appropriate legal means;
- (b) disclose only that part of the Confidential Information which the recipient's legal advisers consider is legally required to be disclosed; and
- (c) use commercially reasonable efforts to obtain an assurance that the Confidential Information disclosed will be treated confidentially by the recipient.

11.4 **Destruction or Delivery:** Each party will on demand and, in any event, on termination of the Agreement, destroy or deliver to the other party all Confidential Information and any other document supplied by or obtained from the other party.

11.5 **Survival:** This clause 11 will survive termination of the Agreement.

12. **Warranties and liability**

12.1 **Warranties:** Unimarket warrants that:

- (a) the Subscription Services will function substantially as described in the Materials;
- (b) the Services will be provided with reasonable skill and care; and
- (c) to the best of its knowledge and belief, the Subscription Services and Materials do not infringe any Intellectual Property Rights of any third party.

12.2 **Disclaimers:**

- (a) To the maximum extent permitted by law, except as expressly set out in the Agreement, the Services and the Materials are provided on an "as is" basis and all representations, conditions or warranties (whether express or implied, statutory or otherwise, and including warranties of merchantability and fitness for a particular purpose) in respect of the Services and Materials are expressly excluded.

- (b) The Customer acknowledges that the AI Outputs may be factually incorrect, inaccurate, offensive, biased, harmful, inappropriate, infringing or otherwise unlawful, or similar to content generated for other users; and
- (c) acknowledges and agrees that the AI Outputs are provided as is and as available without warranty of any kind.
- (d) Unimarket expressly disclaims any representation or warranty:
 - (i) that the Customer's use of the Subscription Services will be uninterrupted or error-free;
 - (ii) that the Subscription Services and/or Materials will meet the Customer's requirements;
 - (iii) about the accuracy or condition of data;
 - (iv) the accuracy, correctness, reliability and completeness of any Documentation;
 - (v) that the Subscription Services will be secure and free of Viruses or other harmful code;
 - (vi) relating to the AI Outputs. The Customer is solely responsible for evaluating AI Outputs for suitability for use, and for any use of AI Outputs.

12.3 **Liability for breach:** Unimarket will not be liable for a breach of the warranty in clause 12.1(a) to the extent that any non-conformance is caused by the Customer's or its Authorized User's use of the Subscription Services contrary to the Materials and any other Unimarket instructions, or modification or alteration of the Subscription Services by any party other than Unimarket or Unimarket's duly authorized personnel.

12.4 **Remedies:** If the Subscription Services do not function substantially in accordance with the Materials, Unimarket will, at its option, either:

- (a) modify the Subscription Services to conform to the Materials; or
- (b) provide a workaround solution that will reasonably meet Customer's requirements.

12.5 **Acknowledgement:** The Customer agrees and acknowledges that:

- (a) the Documentation is for informational purposes only, and that the statements and figures generated are automatically generated from

those statements and figures inputted by the Customer and/or the relevant Supplier and are to be reviewed by the Customer before being relied upon; and

- (b) the Customer will not rely solely on the Documentation and will carry out its own review (other than by using the Subscription Services) to verify the accuracy, correctness, reliability and completeness of the Documentation.

12.6 Suppliers: Unimarket does not warrant or guarantee:

- (a) the content, quality, safety, worthiness or legality of goods and/or services advertised or sold by a Supplier;
- (b) the truth or accuracy of the Supplier Catalogues, or any claims made by Suppliers;
- (c) that any good and/or service offered by a Supplier will meet the Customer's requirements, expectations or any warranties;
- (d) the ability of Suppliers to sell a good and/or service; or
- (e) that a Supplier will actually complete a transaction.

12.7 Parties in trade: The Customer agrees and represents that it is acquiring the Services, and entering the Agreement, for the purposes of trade. The parties agree that:

- (a) to the maximum extent permissible by law, no consumer protection laws apply to the supply of the Services or the Agreement; and
- (b) it is fair and reasonable that the parties are bound by this clause 12.7.

12.8 Limitation of remedies: Where legislation or rule of law implies into the Agreement a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in the Agreement. However, the liability of Unimarket for any breach of that condition or warranty is limited, at Unimarket's option, to:

- (a) supplying the Services again; and/or
- (b) paying the costs of having the Services supplied again.

12.9 Indemnity: Customer will indemnify Unimarket against all costs, losses, expenses and damages incurred through any claims against Unimarket resulting from:

- (a) any claim that the Customer Data or its use, storage, reproduction or communication infringes the rights of a third party; or
- (b) the Customer's breach of the Agreement.

12.10 **Third party providers:** The Customer acknowledges that:

- (a) Unimarket may rely on the provision of services by third parties (including data center, telecommunications and outsourcing providers) in order to provide the Services (**Third Party Providers**) and that the Services may be subject to limitations, delays and other problems inherent in the use of such services provided by Third Party Providers. Unimarket, will where commercially feasible and practically available, use reputable Third Party Providers to provide such services; and
- (b) Unimarket will not be responsible for any problems, conditions, delays, delivery failures, or any other loss or damage arising out of or in connection with any services provided by Third Party Providers, including any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.

12.11 **Third Party Applications:**

- (a) Unimarket does not make any representations or provide any warranties whatsoever with respect to the functionality, performance, compatibility, security or accuracy of any application developed by a third party to which Unimarket provides the Customer access (**Third Party Application**).
- (b) The Customer is solely responsible for:
 - (i) ensuring that it has the appropriate rights to access and use any such Third Party Application; and
 - (ii) complying with the terms and conditions applicable to the use of the Third Party Application.

12.12 **Exclusion of liability:** Neither party will be liable to the other party for loss of profits, loss of revenue, loss of savings, loss of business, loss of use, loss of data (including Customer Data), loss of goodwill, costs incurred to obtain substitute services, or any indirect, incidental, consequential or special loss

or damage suffered or incurred by the other party as a result of anything done by the first party under the Agreement, even if the party has been advised that such damages are possible or foreseeable.

12.13 **Limitation of liability:** Unimarket's liability arising out of all claims for loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise:

- (a) under or in connection with any Statement of Work or relating to Professional Services will not exceed an amount equal to the Fees actually paid by the Customer under the relevant Statement of Work; and
- (b) under or in connection with the Agreement or relating to the Services (including any liability referred to clause 12.13(a)) will not in any Year exceed in aggregate an amount equal to the Fees actually paid by the Customer to Unimarket in the previous Year (which in the first Year is deemed to be the total Fees paid by the Customer from the Commencement Date to the date of the first event giving rise to liability).

12.14 **Time limit:** No cause or action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted under the Agreement by either party.

12.15 **Unlimited liability:** Clauses 12.12 and 12.3 will not apply to limit or exclude:

- (a) Unimarket's liability under the indemnity in clause 10.5;
- (b) the Customer's liability:
 - (i) to pay the Fees; or
 - (ii) under the indemnities in clauses 12.9 and 12.16;
- (c) either party's liability for breach of confidentiality;
- (d) either party's liability for fraud or willful misconduct; or
- (e) any liability that may not be limited or excluded by law.

12.16 **Authorized User Claims:** Customer acknowledges and agrees that no Authorized User (other than the Customer) may make a claim in relation to the Agreement, provided that where any Authorized User suffers any loss or damage which, if suffered by the Customer, would be recoverable from Unimarket, then the Customer may make that claim on the Authorized User's behalf. The Customer will indemnify, defend and hold Unimarket

harmless against any claims made by any Authorized User in relation to the Agreement.

12.17 **No liability for other's failure:** Neither party will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.

12.18 **Mitigation:** Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.

13. **Term and Termination**

13.1 **Term:** The Agreement will commence on the Commencement Date and will continue for the Subscription Term, unless otherwise terminated in accordance with the provisions of the Agreement.

(a) **Renewal Term:** The Agreement will be automatically renewed for successive periods of twelve (12) months (Renewal Term) unless either party provides the other party with notice of non-renewal 90 days prior to the expiration of the Term or Renewal Term.

(b) **Termination for convenience:** Except for those circumstances outlined in clauses 13.2 and 13.4, the Customer may not terminate the Agreement, including for the sake of convenience.

13.2 **Termination for cause:**

(a) Either party may terminate the Agreement upon written notice to the other party if the other party is in material breach of the Agreement and:

(i) fails to remedy such breach within 20 Business Days of receiving notice from the other party specifying the breach and requiring it to be remedied; or

(ii) the breach is incapable of remedy.

- (b) Termination under this clause 13.2 does not limit either party from pursuing any other remedies available to the party, including, but not limited to, injunctive relief.

13.3 **Termination for insolvency:** Either party may terminate this Agreement upon written notice to the other party if the other party becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason..

13.4 **Other rights:** Either party may terminate the Agreement in accordance with clause 16.3. Unimarket may terminate the Agreement in accordance with clause 10.5(d).

13.5 **Consequences of termination:** On termination of the Agreement for any reason:

- (a) all licences granted under the Agreement, including in relation to the Subscription Services, will immediately terminate;
- (b) each party will return, and make no further use of, any equipment, property, Confidential Information and other items (and all copies of them) belonging to the other party and the Customer will return, and make no further use of, the Materials;
- (c) Unimarket will maintain and safeguard the Customer Data in its possession for a period of 7 years after the date of termination, unless Unimarket receives a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Unimarket will use reasonable commercial efforts to deliver the back-up to the Customer as soon as is reasonably practical after receipt of such a written request. The Customer will pay all reasonable expenses incurred by Unimarket in returning Customer Data; and
- (d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, will not be affected or prejudiced.

13.6 **Rights to restrict:** Without limiting any other right or remedy available to Unimarket, it may:

- (a) limit, suspend, or terminate the Customer's or its Authorized User's access to the Services if it considers that the Customer or an Authorized User has:

- (i) undermined, or attempted to undermine, the security or integrity of the Subscription Services or any Underlying Systems; used, or attempted to use, the Subscription Services:
 - (A) for improper purposes; or
 - (B) in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Subscription Services; or
- (ii) otherwise materially breached the Agreement;
- (b) delete, edit or remove any Customer Data if it considers that the Customer Data breaches or may breach the Agreement or any third party right (including Intellectual Property Rights and privacy rights), or is or may be objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way;
- (c) take technical and legal steps to prohibit access to Authorized Users if they:
 - (i) cause problems; or
 - (ii) do anything that may expose Unimarket to potential legal liabilities.

14. **Sub-contracting**

- 14.1 **Unimarket's right:** Unimarket may sub-contract any of its obligations under the Agreement and Unimarket is not required to obtain the Customer's prior written consent or notify the Customer of such sub-contracting
- 14.2 **Liability:** If Unimarket uses a sub-contractor, Unimarket is not relieved of any of its liabilities or obligations under the Agreement.

15. **Disputes**

- 15.1 **Dispute:** If a dispute arises out of or relates to the Agreement (**Dispute**), a party may not commence any court or arbitration proceedings relating to the Dispute unless it has complied with the following paragraphs of this clause 15, except where the party seeks urgent interlocutory relief.

- 15.2 **Dispute notice:** A party claiming the Dispute has arisen must give written notice to the other party specifying the nature of the Dispute (**Dispute Notice**).
- 15.3 **Negotiations:** On receipt of a Dispute Notice, the parties will use all reasonable efforts to resolve the Dispute by discussion, consultation, negotiation or other informal means.
- 15.4 **Arbitration:** If the Dispute is not resolved within 20 Business Days of the Dispute Notice being given (or within such further period agreed in writing by the parties), either party may, by giving written notice to the other party, require the Dispute to be determined by the arbitration of a single arbitrator and the party requiring such determination will be responsible for all applicable arbitration costs. The arbitration will be conducted as soon as possible, in the location set out in the Contract Details and in accordance with clause 15.5.
- 15.5 **Arbitration proceedings:**
- (a) If Unimarket is Unimarket NZ Limited or Unimarket Australia Pty Limited:
 - (i) the arbitrator will be appointed by the parties or, failing agreement within five Business Days of the notice requiring arbitration, the arbitrator will be an arbitrator nominated by the Chair for the time being of the Resolution Institute
 - (ii) the arbitration will be in accordance with the current Resolution Institute Arbitration Rules.
 - (b) If Unimarket is Unimarket NA, Inc.:
 - (i) the arbitrator will be appointed by the parties or, failing agreement within five Business Days of the notice requiring arbitration, the arbitrator will be a commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who will be selected from the appropriate list of Judicial Arbitration and Mediation Services, Inc. (**JAMS**) arbitrators in accordance with such rules; and
 - (ii) the arbitration will be in accordance with the Federal Arbitration Act and the Streamlined Arbitration Rules and Procedures of JAMS.
- 15.6 **Continue to perform obligations:** Pending resolution of a Dispute, the parties must continue to perform their obligations under the Agreement.

16. Force Majeure

- 16.1 **Relief for Force Majeure:** Subject to clause 16.2, neither party will have any liability to the other party for any breach, failure to perform or delay in performing any of its obligations under the Agreement if such breach, failure or delay is caused by an event beyond its reasonable control, including, without limitation, acts of God, natural disaster, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, or fire (each being a **Force Majeure Event**). The parties agree that strikes, lock-outs, industrial disputes, fuel shortages and lack of funds are not considered to be Force Majeure Events.
- 16.2 **Notice:** The party affected by a Force Majeure Event (the **Affected Party**) will promptly notify the other party (the **Other Party**) of the nature and extent of the Force Majeure Event, including any estimate of time likely to overcome the Force Majeure Event and the Affected Party will use its best efforts to mitigate the Force Majeure Event.
- 16.3 **Termination right:** If the Force Majeure Event continues for more than 90 days following the provision of notice under clause 16.2, the Other Party may terminate the Agreement immediately on providing written notice to the Affected Party.

17. General

- 17.1 **Entire Agreement:** The Agreement constitutes the entire agreement of the parties about its subject matter and supersedes any previous understanding or agreements on that subject matter. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Agreement that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect from the Commencement Date. The parties agree that it is fair and reasonable that the parties are bound by this clause 17.1.
- 17.2 **Relationship:** The Agreement will not be deemed to create a partnership, joint venture or agency relationship of any kind between the parties.
- 17.3 **Severability:** If any part or a provision of the Agreement is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of the Agreement will continue to operate.
- 17.4 **Waiver:** A provision or a right under the Agreement may not be waived except in writing signed by the party granting the waiver.

- 17.5 **Discretion:** A party may exercise a right, power or remedy under the Agreement at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party under the Agreement does not prevent a further exercise of that or of any other right, power or remedy.
- 17.6 **Variation:** Subject to clauses 3.4 and 9.2, the Agreement may not be varied unless by agreement in writing signed by all parties.
- 17.7 **Assignment:** The Customer will not, and will procure that other Authorized Users will not, assign, transfer or otherwise deal with the Agreement or any of its or their rights or obligations under the Agreement, whether in whole or in part, without the prior written consent of Unimarket.
- 17.8 **Change of Control:** A change in the control of a Customer will be deemed to be an assignment requiring the prior written consent of the other party. If the Customer undergoes a change of control and Unimarket's prior consent is not obtained, then the Agreement will automatically continue, but Unimarket will have a right to terminate the Agreement for cause upon notice to the Customer. For the purpose of this clause 17.8, "control" means:
- (a) ownership of more than 50% of the issued securities of a party, other than securities that carry no right to participate beyond a specified amount in a distribution of either profits or capital,
 - (b) the power to exercise, directly or indirectly, more than 50% of the voting interests at a board meeting, partners' or trustees' meeting of a party;
 - (c) ownership of more than 50% of the beneficial or legal interests in income or profit of a party.
- 17.9 **Notices:** Notices and other communications under the Agreement are to be given in writing and delivered to the relevant party or sent by email or post and must be:
- (a) sent to the correct email or address designated as set out in the Contract Details; and
 - (b) marked for the attention of the designated person or office holder as set out in the Contract Details.
- 17.10 **Receipt:** A notice or communication in relation to the Agreement will be deemed to be received:
- (a) in the case of personal delivery, when delivered;

- (b) in the case of a letter, on the third Business Day after posting; and
- (c) in the case of email, on the Business Day on which the email is sent to the addressee's information system (as shown by a confirmation of delivery report from the sender's information system, which indicates that the email was sent to the correct email address of the addressee),

provided that any communication received or deemed received after 5.30pm or on a day which is not a Business Day will be deemed not to have been received until 8.30am on the next Business Day.

- 17.11 **Change of details:** Any party may change its contact details, including postal address or email address, for the purposes of the Agreement by giving notice of such change to the other party pursuant to the provisions of clause 17.9.
- 17.12 **Execution:** The Agreement may be executed in counterparts, each of which will be deemed an original, but all together will constitute a single agreement. A party may enter into the Agreement by signing any counterpart. The Agreement may be executed on the basis of an exchange of PDF copies sent by email and execution of the Agreement by such means is to be a valid and sufficient execution.
- 17.13 **Governing law:** The Agreement will be governed by and construed in accordance with the laws set out in the Contract Details and the parties submit to the non-exclusive jurisdiction of the courts set out in the Contract Details.

Part D: Support Services

1. For the purposes of this Part D:

Fault means a failure of the Subscription Service to function substantially as described in the Materials, other than as a result of the matters in paragraphs 4(b), (c) or (e) to (j) of this Part D;

Fault Classification means the classifications set out in the table below:

Priority Level	Fault Classification	Business Impact	Scope and Affected Users
P1	Urgent/Critical	Total loss of mission-critical functionality; financial loss or security breach.	All users or Production environment completely down.
P2	High/Major	Severe loss of essential functionality; operations severely restricted but possible.	Subset of customers or significant functionality unavailable in 1 or many areas of the site.
P3	Normal/Medium	Minor loss of non-essential functionality; slight inconvenience or usability issue.	Limited to a specific customer and/or user. Single/slight area of the system affected; non-critical system components.
P4	Low/Minor	Cosmetic issue, general query, usage question, feature request, or documentation error.	General query, question or the system functioning with minor limitations or undesirable behavior. Negligible effect on overall business continuity.

Service Level

Priority Level	Fault Classification	Target Initial Response Time (Maximum)	Required Coverage	Target Service Restoration (Workaround/Temporary Fix)
P1	Urgent/Critical	1 hour	24x7x365	4 hours
P2	High/Major	2 hours	24x7x365	12 hours (24x7)
P3	Normal/Medium	6 business hours	Business Hours (8x5)	24 Hours (Workaround available)
P4	Low/Minor	1 Business Day	Business Hours (8x5)	N/A

Support Helpdesk means the different avenues through which Unimarket provides Support Services to the Customer, which includes via the 'Support Helpdesk' function on the Subscription Services found at help.unimarket.com or such other site as notified to the Customer by Unimarket. The Unimarket Support Helpdesk provides customers with the ability to track and comment on support tickets;

Support Services means:

- 1.1 advice on:
 - (a) operating the Subscription Service;
 - (b) rectifying bugs or deficiencies of an inherent nature in the Subscription Service;
- 1.2 other advice as may be reasonably required by the Customer to obtain the full benefit and use of the Subscription Service;
- 1.3 the investigation and diagnosis of Faults;
- 1.4 the repair and correction of Faults.
2. Unimarket will use commercially reasonable efforts to provide the Subscription Services 99.95% of the time in any calendar month (the Availability Service Level). The Availability Service Level will not apply to:

- (a) planned maintenance carried out during the maintenance window for the Customer's region as set out in the table below. Regular Maintenance Window for the main sites are daily:

Region	Planned maintenance window (Local Time)
New Zealand (NZ)	9:00 PM – 11:00 PM NZT
United States (Eastern)	3:00 AM – 6:00 AM EST / 4:00 AM – 7:00 AM EDT
United States (Pacific)	12:00 AM – 3:00 AM PST / 1:00 AM – 4:00 AM PDT
Australia (Eastern)	8:00 PM – 11:00 PM AEST / 9:00 PM – 12:00 AM AEDT

- (b) unscheduled maintenance performed outside Normal Business Hours, provided that Unimarket has used reasonable efforts to give the Customer notice as far in advance as is practicable; and
- (c) the duration of any Force Majeure Event.
3. Unimarket will provide the Support Services through the Support Helpdesk during Normal Business Hours. Fault logging facilities at help.unimarket.com and via email will be provided 24 hours each day, seven days a week.
4. The Support Services do not include services provided by Unimarket relating to or resulting from:
- (a) time travelling to the Customer's site where the Subscription Services are being used;
 - (b) misuse of the Subscription Services or failure to use the Subscription Services in accordance with the Materials or the Agreement;
 - (c) unauthorized attempts to repair, replace, modify or maintain the Subscription Services by persons other than Unimarket;
 - (d) support provided outside Normal Business Hours;
 - (e) fluctuations in external power supplies or faults in communications networks;

- (f) failures, faults defects or inadequacies in the Customer's computer systems, network or internet connectivity;
- (g) the Customer exceeding any user, service, performance or transaction limits or other restrictions on the Subscription Services;
- (h) a material increase in the Customer's demand without prior arrangement with Unimarket;
- (i) failure by the Customer to operate the Subscription Services in accordance with any environmental conditions specified by Unimarket; or
- (j) a Force Majeure Event.

5. The Customer will:

- (a) promptly report to Unimarket all Faults which the Customer discovers;
- (a) ensure that:
 - (i) a system administrator is available to be the prime point of contact with Unimarket in the event of any Faults or queries;
 - (ii) the system administrator has a good understanding of the Subscription Services and its operation;
- (b) make all reasonable efforts at investigation and diagnosis of Faults before contacting Unimarket;
- (c) maintain a list of all Subscription Services problems to assist with the diagnosis and resolution of Faults; and
- (d) when notifying Unimarket of Faults, correctly classify the nature and severity of the Fault in accordance with the Fault Classifications.

Part E: Product Specific Terms

Workato Integration Platform

The following terms only apply to Customers that choose to use the Workato integration platform.

Where the Customer uses the Workato integration platform, the Customer agrees that its use of Workato is governed by Workato's Embedded Software Supplemental Terms, located at <https://www.workato.com/legal/embedded-software-supplemental-terms>, as those terms are updated from time to time.

VendorPanel administrator provisions

The following terms only apply where the Customer is using the Unimarket VendorPanel application

If the Customer shares a supplier list with, or receives a supplier list from, a third-party organization, it is the Customer's responsibility to negotiate and agree with that party the terms on which such lists may be accessed and used. Unimarket takes no responsibility for, and has no liability to Customer with respect to, any use by the Customer or third-party organizations' of shared supplier lists.