

Service Description and Software Specific Terms for 4PS Construct

1 General

The Services are provided to the Customer by 4PS Construction Solutions Limited ('Service Provider') in accordance with the terms of the Order Form and the Software and Services Subscription Agreement. The Services consist of the (i) Software, (ii) Support, (iii) and consultancy services, as described in the Agreement.

2 Software

2.1 4PS Construct as SaaS in Microsoft Cloud

1. Financial Management & Control
 - Core Finance (GL & Cash Management, Fixed Assets)
 - Core Finance (Accounts Payables)
 - Core Finance (Accounts Receivables)
 - Project Finance Integration, Revenue Recognition & Project Close
2. Sales Lead & Contact Management
 - Contact Classification
 - Sales Opportunity Management
 - Campaign Management
 - Document Management
3. Project Setup & Administration
 - Project Setup
 - Contract Sales
4. Projects – Commercial
 - Estimating
 - Project Control, Progress, Forecasting
 - Project CVR Processing
 - Document Management (External Documents)
5. Central Data Management & Intercompany
 - Central Data Management
 - Intercompany Processing
6. Item Management & Warehousing
 - Item Management

- Inventory Management & Logistics
- Project Inventory

7. Procurement

- Procurement – Material Vendors
- Procurement – Subcontracting
- Vendor Assessment
- Workflows & Approvals

8. Manufacturing

- Manufacturing Planning
- Manufacturing Operations

9. Employees & Timesheets

- Employees & Timesheet Processing
- Workflows & Approvals

10. Plant Management

- Internal Plant
- External Plant
- Advanced Planning & Logistics
- Plant Inspections
- Plant Invoicing

11. Service Management

- Service Objects & Standard Objects
- Service Contracts
- Service Calls & Service Orders
- Reactive & Planned Maintenance

12. Permissions & Role Centers

13. 3rd Party Applications & Interfaces

- 4PS API's
- Jet Reports
- BACS Export (Optional)
- Birds (Optional)
- Continia Document Capture (Optional)
- Continia Document Capture – External Hire (Optional)

- Continia Expense Management (Optional)
- Tasklet Factory Warehouse App (Optional)
- NAVInk (Optional)
- Payroll Interfaces – Sage Payroll (Optional)
- Payroll Interfaces – Moorepay (Optional)
- Payroll Interfaces – Sirius (Optional)
- Payroll Interfaces – MHR (Optional)
- Payroll Costing Allocation (Optional)
- Cost-Value Reconciliation (CVR) (Optional)
- Construction Industry Scheme (CIS) (Optional)
- Relevant Contracts Tax (RCT) – Ireland (Optional)
- Payapps (Optional)

14. Apps & Portals

- Graphical Resource Planner
- Timesheet App / Portal (Optional)
- Field Service App (Optional)
- Plant App (Optional)
- BeSync Information Portal (Optional)
- 4PS Control – Projects & Subcontractors (Optional)
- 4PS Control – Service, Customers and Subcontractor (Optional)

3 Software Specific Terms

3.1 Activation of Software

The Service Provider will endeavor to provide the Customer with access to the Software within [fourteen (14) days] after the Effective Date of the Agreement, whereby, unless otherwise agreed in the Order Form, one third of the agreed Software accesses will be activated immediately and the remaining two thirds in the middle of the Software Implementation Services. The accesses will be activated no later than six (6) weeks prior to the planned go-live date, unless otherwise agreed in the Order Form.

3.2 Updates, Upgrades and Add On Services

Updates and upgrades may be provided by the Service Provider from time to time and are included in the Services. Additional Services are not included but must be ordered and paid for separately, where additional terms as set out in the Order Form or Subscription Agreement for Software and Services may apply. Software additions and new assignments

The ordered Software access must be assigned to Named Users. Reassignments may only be made once every 90 days.

3.3 Extraction Period

Until to the end of the Agreement's term, Customer is able and responsible for extracting its Customer Data from the Software. The Service Provider may delete the Customer Data at the end of Agreement's Term for the Customer upon Customer's request. Otherwise, the Customer is responsible to delete the Customer Data at the end of the Agreement's Term. Following the Customer's data deletion, the Customer Data remain in the Service Provider's data backup system for another [fourteen (14) days] before being permanently deleted.

3.5 Exit procedure

When the Agreement is terminated then a backup/copy of the SQL database is made, and the subscription stops in accordance with the provisions of this Agreement. This back up/copy will be made available to Customer. Setup of the environment will then not be retained. Any other options such as making the Microsoft Dynamics 365 Business Central available for consultation for a certain period of time is negotiable. The parties will jointly draw up an exit schedule in the form of a project plan with any additional revised agreements to secure any contract termination.

4 Third-Party Applications

4.1 Jet Reports

The Service Provider is authorized by **insightsoftware UK Ltd.** to provide the Customer with "insightsoftware Applications" in the form of a third-party application, such as Jet Reports, as an integral part of its Services in accordance with the terms of this Agreement. The insightsoftware Applications are additionally subject to the Third Party Application Terms available at [Legal | insightsoftware](#), as well as to other terms and conditions, if so explicitly stated in the Order Form.

4.2 Continia

The Service Provider is authorized by **Continia Software Ltd.** to provide the Customer with "Continia Applications" in the form of a third-party application as an integral part of its Services in accordance with the terms of this Agreement. The Continia Applications are additionally subject to the Third Party Application Terms available at [Software License Terms & Terms of Service](#), as well as to other terms and conditions, if so explicitly stated in the Order Form.

4.3 Tasklet

The Service Provider is authorized by **Tasklet Factory** to provide the Customer with "Tasklet Applications" in the form of a third-party application, such as Tasklet Factory, as an integral part of its Services in accordance with the terms of this Agreement. The Tasklet Applications are additionally subject to the Third Party Application Terms available at [Terms of Agreements | Tasklet](#), as well as to other terms and conditions, if so explicitly stated in the Order Form.

4.4 9Altitudes

The Service Provider is authorized by **9ALTITUDES BV** to provide the Customer with "9Altitudes Applications" in the form of a third-party application, such as Birds, as an integral part of its Services in accordance with the terms of this Agreement. The 9Altitudes Applications are additionally subject to the Third Party Application Terms available at [9altitudes | From digitalization to digital transformation](#), as well as to other terms and conditions, if so explicitly stated in the Order Form.

4.5 Idyn

The Service Provider is authorized by **idyn BV** to provide the Customer with "idyn Applications" in the form of a third-party application, as an integral part of its Services in accordance with the terms of this Agreement. The idyn Applications are additionally subject to the Third Party Application Terms available at [idyn End User License Agreement \(EULA\)](#), as well as to other terms and conditions, if so explicitly stated in the Order Form.

4.6 FLS (Fast Lean Smart)

The Service Provider is authorized by **Solvares FSM GmbH** to provide the Customer with Fast Lean Smart Applications" in the form of a third-party application, as an integral part of its Services in accordance with the terms of this Agreement. Fast Lean Smart Applications are additionally subject to the Third Party Application Terms available at [AGB der FLS GmbH – fastleansmart.com](#), as well as to other terms and conditions, if so explicitly stated in the Order Form.

5 System requirements

In order to set up, use and operate the Services, Customer must ensure during the entire Agreement's Term that Customer's systems, networks and/or devices meet the following minimum system requirements: [Minimum requirements in using Business Central - Business Central | Microsoft Learn](#)

All system requirements are subject to change at the Service Provider's discretion due to changes in system setup, design and functionality. Updated system requirements will be listed here from time to time.

6 Usage Restriction

When using the Services, the Customer must comply fully with the following usage restrictions and is solely responsible for taking the necessary remedial action to the best of its ability to avoid any potential misuse:

The Customer is solely responsible for the accuracy and completeness of the data recorded and/or entered to the software. The data in the software:

- a) may not represent all data required to comply with laws, regulations, contracts, collective or company agreements or individual agreements applicable to the customer or its business operations,
- b) may not be provided in a sufficient format to comply with applicable laws
- c) may not be provided in an auditable manner (hereinafter all referred to individually or collectively as "**Applicable Laws**").

Therefore, Customer is solely responsible for complying with the Applicable Laws and must take and implement all necessary and reasonable measures, including obtaining relevant advice (e.g. legal counsel, accountants or tax advisors). The Service Provider is not responsible if the Customer fails to comply with the Applicable Laws.

Service Provider is not responsible for API integrations created by the Customer or any third parties, nor for the functionalities of Third-Party Applications. This also includes data losses, corruption and/or non-availability due to such API integrations. API integrations, which are directly offered by 4PS may not be used for data mining purposes, high utilization calls, abusive calls or any other misuse.

7 Data Protection

See Exhibit 1 Service Level Agreement and Exhibit 2 Data Processing Agreement to the Software and Services Subscription Agreement.