

## PRODUCT SCHEDULE

Hardware Maintenance

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### PARTIES

- (1) **AdEPT Technology Group Plc** (Company Number 04682431) whose registered office is at One Fleet Place, London, United Kingdom, EC4M 7WS (“**Service Provider**”)
- (2) [REDACTED] incorporated and registered in England and Wales with company number [REDACTED] whose registered office is at [REDACTED] (the “**Customer**”).

### RECITALS:

- A. The parties entered into a Framework Agreement for the provision of Services dated [REDACTED] (the “**Framework Agreement**”).
- B. The terms and conditions herein relate only to the Products listed in Clause 1 and are supplemental to those contained in the Framework Agreement and in the event of conflict prevail over the terms of the Framework Agreement.

## 1 SCOPE

- 1.1 These Product Terms cover Hardware Maintenance marketed by the Service Provider and defined as:
  - i) Breakfix
  - ii) Support Services
  - iii) Maintenance

## 2 TERM

- 2.1 These Product Terms shall commence on the date of its execution (the “**Commencement Date**”) by the parties and shall continue until the termination of the final Order Form related to the Products purchased under these Terms.
- 2.2 Each Order Form will specify the Initial Term, which will be the agreed period that the Service Provider provides the Services to the Customer and that the Customer agrees to pay the relevant Charges to the Service Provider. Unless otherwise specified, each Order Form will have a Renewal Term of twelve (12) months, renewable on each anniversary.

### 3 SERVICES

- 3.1 In consideration of the payment of the Charges and any other sums payable hereunder, the Service Provider shall provide the Services for the duration of the Term.
- 3.2 The Customer shall be entitled to inform the Service Provider, via the means of contact set out in the Order Form (or such other means of notification notified by the Service Provider to the Customer from time to time) that the Supported Hardware is not in Good Working Order. Thereafter, the Service Provider shall, as soon as reasonably practicable during Normal Business Hours, provide the Customer with a Support Ticket (without assigning a Service Priority Level to it).
- 3.3 Further to provision of a Support Ticket, the Service Provider shall initially use reasonable endeavours to attempt to remedy the issue set out in the Support Ticket with the Customer remotely during Normal Business Hours. Should the Service Provider, in its reasonable opinion, decide that the issue set out in the Support Ticket cannot be resolved remotely, it (or one of its Contractors) shall attend the Premises during Normal Business Hours [or outside of normal Business Hours] in order to carry out the Services.
- 3.4 The Service Provider does not warrant that the provision of the Services will restore the Supported Hardware to Good Working Order but will use reasonable endeavours to ensure that it does.
- 3.5 The parties acknowledge that the Service Provider shall not be liable to the Customer for any liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, profits, loss of reputation and all interest penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Service Provider arising out of or in connection with any damage to the Customer's property arising in the course of providing the Services on the Premises, save for those arising from death or personal injury caused by the Service Provider's negligence or that of its employees or any of its Contractors or any other liability which cannot be limited or excluded by applicable law.

### 4 REPLACEMENTS AND SPARE PARTS

- 4.1 In performing the Services, the Service Provider shall use all reasonable endeavours to source spare parts required to restore the Supported Hardware to Good Working Order.
- 4.2 All spare parts and/or replacements provided by the Service Provider to the Customer shall become part of the Supported Hardware and the property of the Customer. Title to and risk in such spare parts and/or replacements shall pass to the Customer upon installation at Premises.

### 5 EXCLUSIONS

- 5.1 The Service Provider shall not be obliged to perform the Services in order to restore any malfunctioning Supported Hardware to Good Working Order where the malfunction arises from or is by any of the following causes (the "**Excluded Causes**"):

- 5.1.1 a defect in the manufacturer's design of the Supported Hardware;
  - 5.1.2 faulty materials or workmanship in the manufacture of the Supported Hardware;
  - 5.1.3 use of the Supported Hardware with computer equipment or materials not supplied or approved in writing by the Service Provider;
  - 5.1.4 any maintenance, alteration, modification or adjustment to the Supported Hardware performed by persons other than the Service Provider or any of its employees, agents or Contractors;
  - 5.1.5 the Customer or a third party moving the Supported Hardware;
  - 5.1.6 the use of the Supported Hardware in breach of any of the provisions of the agreement under which the Supported Hardware was supplied;
  - 5.1.7 a failure, interruption or surge in the electrical power or its related infrastructure connected to the Supported Hardware;
  - 5.1.8 a failure or malfunction in the air conditioning or other environmental controls required for the normal operation of the Supported Hardware, or an error or omission in the correct use of that air conditioning or other environmental controls by the Customer;
  - 5.1.9 the neglect or misuse of the Supported Hardware; or
  - 5.1.10 the need for a replaceable accessory in relation to the Supported Hardware (e.g. a toner cartridge).
- 5.2 Where the Service Provider is performing or has performed the Services in circumstances where it is established that the Supported Hardware was not in Good Working Order due to any of the Excluded Causes, the Supplier may charge, and the Customer shall pay, additional Charges in respect of that work at the Service Provider's then current billing rates.

## **6 CUSTOMER OBLIGATIONS**

- 6.1 The Customer shall:
- 6.1.1 ensure that the Supported Hardware is kept in suitable conditions at the Premises as specified in the agreement under which the Supported Hardware was supplied and/or any operating manuals in respect of the Supported Hardware;
  - 6.1.2 permit only trained and competent personnel to use the Supported Hardware and follow any operating instructions as the Service Provider or any of its Contractors may give from time to time;
  - 6.1.3 not allow any person other than the Service Provider to maintain, alter, modify or adjust the Supported Hardware without the prior written approval of the Service Provider;
  - 6.1.4 not move the Supported Hardware from the Premises without the prior written approval of the Service Provider (approval not to be unreasonably withheld or delayed); and

6.1.5 only use supplies or materials supplied or approved by the Service Provider or any of its Contractors (approval not to be unreasonably withheld or delayed).

**7 CHARGES**

7.1 The Customer shall pay to the Service Provider the Charges set out in the Order Form.

7.2 The parties agree that should the Customer install, replace, remove or modify any component forming (or intending to form) part of the Supported Hardware (a "**Modification**") the Customer shall immediately notify the Service Provider in writing and the Service Provider shall, following such Modification:

7.2.1 be under no obligation to provide the Services in respect of such Modification or arising from such Modification; and

7.2.2 be entitled to increase the Charges to reflect such Modification;

and the parties shall mutually agree upon appropriate amendments to the Order Form to reflect such Modification as an Addition, which once agreed by both parties shall be appended to this Product Schedule as an annex to Appendix 2.

This Agreement has entered into on the date stated at the beginning of it.

Signed for and on behalf of .....  
**The Service Provider**

Name :  
Job Title :

Signed for and on behalf of .....  
**The Customer**

Name :  
Job Title :

## Appendix 1: Definitions

Terms used in this Product Schedule shall have the meanings given to them in the Framework Agreement, save as set out in the definitions below and as otherwise defined in this Product Schedule:-

<b>“Commencement Date”</b>	has the meaning given to it in Clause 2;
<b>“Charges”</b>	means all charges as specified on the relevant Order Form and as defined in accordance with Clause 7;
<b>“Excluded Causes”</b>	has the meaning given to it in clause Clause 5.1;
<b>“Good Working Order”</b>	means the Supported Hardware operating in accordance with all operating manuals, specifications and other manufacturer documentation relating to it;
<b>“Initial Term”</b>	has the meaning given to it in Clause 2.2;
<b>“Order Form”</b>	means a document setting out details of the Services and any Deliverables to be provided to the Customer; a signed quotation can constitute an Order Form;
<b>“Renewal Term”</b>	has the meaning given to it in Clause 2.2;
<b>“Services”</b>	means the making of necessary adjustments and the replacement of parts and components of any of the Supported Hardware required to restore it to Good Working Order in accordance with the terms of this Product Schedule;
<b>“Supported Hardware”</b>	means the hardware owned by the Customer and set out in Appendix 2, in respect of which the Services are provided; and
<b>“Term”</b>	means the Initial Term and each subsequent Renewal Term;

## Appendix 2 – Supported Hardware

*[List the Customer's hardware in respect of which the services are to be provided here ; to include make, model, description, term & SLA]*