

Hardware as a Service (HaaS) Schedule

1. Background & Definitions

- 1.1 HaaS means the Hardware as a Service product involving the rental of hardware from Condeco as set out in an Order Form and / or SOW and HaaS Equipment means the hardware rented by Condeco to the Customer as part of the HaaS.
- 1.2 This HaaS Schedule applies when the Services provided by Condeco under the Agreement include HaaS.
- 1.3 Defined terms from the Terms of Service shall apply in this HaaS Schedule. In addition, the following terms shall have the following meanings:

Replacement Cost means the current published manufacturer purchase list price of the HaaS Equipment.

Total Loss means the HaaS Equipment is, in Condeco's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

2. Title and Rental of the HaaS Equipment

- 2.1 The HaaS Equipment shall at all times remain the property of Condeco, and the Customer shall have no right, title or interest in or to the HaaS (save the right to possession and use of the HaaS Equipment subject to this Agreement).
- 2.2 Condeco shall not, other than in the exercise of its rights under the Agreement or applicable law, interfere with the Customer's quiet possession of the HaaS Equipment.
- 2.3 The Rental Period starts on the Effective Date of the Order Form or applicable SOW and shall continue for the Term unless terminated under the Agreement.
- 2.4 Subject to paragraph 2.8, delivery of the HaaS Equipment shall be made by Condeco to the Customer on the delivery date.
- 2.5 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the HaaS Equipment. Acceptance of delivery by such representative shall constitute conclusive evidence that the Customer has examined the HaaS Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Condeco, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 2.6 To facilitate delivery, the Customer shall at its sole expense provide all requisite assistance to enable delivery to be carried out safely and expeditiously.
- 2.7 Condeco shall ensure that:
 - 2.7.1 each delivery of the HaaS Equipment is accompanied by a delivery note which shows the date of the Order Form or SOW, all relevant Customer and Condeco reference numbers, the type and quantity of the HaaS Equipment and, if the order is being delivered by instalments, the outstanding balance of HaaS Equipment remaining to be delivered; and
 - 2.7.2 if Condeco requires the Customer to return any packaging materials to Condeco, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Condeco shall reasonably request. Returns of packaging materials shall be at Condeco's expense.
- 2.8 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Condeco shall not be liable for any delay in delivery of the HaaS Equipment that is caused by an event outside of Condeco's reasonable control or the Customer's failure to provide Condeco with adequate delivery instructions or any other information reasonably required by Condeco.

3. Risk and insurance of HaaS Equipment

- 3.1 The risk of loss, theft, damage or destruction of the HaaS Equipment shall pass to the Customer on delivery. The HaaS Equipment shall remain at the sole risk of the Customer during the Term and any subsequent period during which the HaaS Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the HaaS Equipment is returned to Condeco in undamaged and good working conditions.
- 3.2 The Customer shall give immediate written notice to Condeco in the event of any loss, accident or damage to the HaaS Equipment arising out of or in connection with the Customer's possession or use of the HaaS Equipment.
- 3.3 Condeco warrants that on delivery the HaaS Equipment shall comply with its then applicable specification and be of satisfactory quality and fit for any purpose held out by Condeco. Condeco shall use all reasonable endeavours to remedy any material defect in the HaaS Equipment in accordance with paragraph 3.4 provided that:
- 3.3.1 the Customer notifies Condeco of any defect in writing within ten (10) working days of the defect occurring or of becoming aware of the defect;
 - 3.3.2 Condeco is permitted to make a full examination of the alleged defect;
 - 3.3.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling, accident or unauthorised manipulation by any person other than Condeco's authorised personnel;
 - 3.3.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
 - 3.3.5 the defect is directly attributable to defective material, workmanship or design.
- 3.4 If the HaaS Equipment is in breach of the warranty set out in paragraph 3.3, Condeco shall, at the Customer's option, repair or replace the defective HaaS Equipment, or accept the return of part or all of the HaaS Equipment and make an appropriate reduction to the HaaS Fee payable during the Term.

4. Customer's responsibilities in respect of the HaaS Equipment

- 4.1 The Customer shall, during the Term
- 4.1.1 ensure that the HaaS Equipment is kept and operated in a suitable environment, which shall as a minimum meet the requirements set out in the specification and the Software Service Schedule, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
 - 4.1.2 take such steps (including compliance with all safety and usage instructions provided by Condeco) as may be necessary to ensure, so far as is reasonably practicable, that the HaaS Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - 4.1.3 make no alteration to the HaaS Equipment and shall not remove any existing component(s) from the HaaS Equipment without the prior written consent of Condeco;
 - 4.1.4 keep Condeco fully informed of all material matters relating to the HaaS Equipment;
 - 4.1.5 at all times keep the HaaS Equipment in the possession or control of the Customer at a location agreed with Condeco in writing and notify Condeco of its location on request;
 - 4.1.6 permit Condeco or its duly authorised representative no more than once in each 12 month period to inspect the HaaS Equipment at all reasonable times and for such purpose to enter the premises at which the HaaS Equipment may be located, and shall grant reasonable access and facilities for such inspection;
 - 4.1.7 not, without the prior written consent of Condeco, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the HaaS Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - 4.1.8 not without the prior written consent of Condeco, attach the HaaS Equipment to any land or building so as to cause the HaaS Equipment to become a permanent or immovable fixture on such land or building. If the HaaS Equipment does become affixed to any land or building then the HaaS Equipment must be capable of being

removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the HaaS Equipment from any land or building and indemnify Condeco against all losses, costs or expenses incurred as a result of such affixation or removal;

- 4.1.9 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Condeco in the HaaS Equipment and, where the HaaS Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that Condeco may enter such land or building and recover the HaaS Equipment both during the Rental Period and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Condeco of any rights such person may have or acquire in the HaaS Equipment and a right for Condeco to enter onto such land or building to remove the HaaS Equipment;
 - 4.1.10 not suffer or permit the HaaS Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the HaaS Equipment is so confiscated, seized or taken, the Customer shall notify Condeco and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the HaaS Equipment and shall indemnify Condeco on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
 - 4.1.11 not use the HaaS Equipment for any unlawful purpose; and
 - 4.1.12 deliver up the HaaS Equipment at the end of the Term or on earlier termination of this Agreement at such address as Condeco requires, or if necessary allow Condeco or its representatives access to any premises where the HaaS Equipment is located for the purpose of removing the HaaS Equipment.
- 4.2 The Customer acknowledges that Condeco shall not be responsible for any loss of or damage to the HaaS Equipment arising out of or in connection with any negligence, misuse, mishandling of the HaaS Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify Condeco against all losses, liabilities, claims, damages, costs or expenses of whatever nature on demand against the same
- 4.3 If a Total Loss occurs in relation to the HaaS Equipment, Condeco shall replace the affected HaaS Equipment and shall be entitled to invoice the Customer for the Replacement Cost,

5. Condeco's responsibilities in respect of the HaaS Equipment

- 5.1 Provided that all sums due in relation to the HaaS are paid in accordance with the Terms of Service, Condeco shall provide the following during the Term.
- 5.2 Condeco shall:
 - 5.2.1 make available all software upgrades and enhancements relevant to the HaaS Equipment;
 - 5.2.2 provide remote assistance to the Customer in relation to the HaaS Equipment during the support hours.
- 5.3 Condeco will be responsible for the identification, management and resolution of HaaS Equipment defects, which shall include:
 - 5.3.1 proactively identifying HaaS Equipment defects, advising the Customer of the same and providing fixes;
 - 5.3.2 providing remote assistance to the Customer in the analysis and correction of HaaS Equipment incidents;
 - 5.3.3 timely analysis and correction of all hardware incidents via remote access or by the provision of replacement HaaS Equipment. Condeco will ensure that HaaS Equipment incidents are dealt with in accordance with the Support Target Response Times set out in the Software Services Schedule and will advise the Customer of both progress and the results of any HaaS Equipment incident investigation and resolution. Each hardware incident will be assigned a severity level in accordance with the severity levels set out in the Software Services Schedule;
 - 5.3.4 the support on the software (firmware) used to operate and control the HaaS Equipment will be provided using remote diagnostic support;

- 5.3.5 during the triage of a HaaS Equipment incident it may be necessary for a suitably proficient local Customer resource to remove screens and reset, replace or power-cycle the affected unit(s) or provide other local assistance. A workaround of a high-priority HaaS Equipment incident may involve relocating less impacted HaaS Equipment devices to alternative locations to provide a temporary solution; and
- 5.3.6 where appropriate, Condeco will make reasonable endeavours to attend the location where the HaaS Equipment is installed to further investigate reported HaaS Equipment incidents if all remote and local assistance has been followed but failed to resolve the reported HaaS Equipment incident. In such an event, Condeco reserves the right to charge for the time spent on-site, travelling as well as any reasonable expenses incurred. No site visit will be arranged without prior consent from the Customer.
- 5.4 HaaS Equipment Replacement
- 5.4.1 Where it is diagnosed that HaaS Equipment has failed and needs replacing, a replacement will be dispatched to the location of the faulty HaaS Equipment within 48hrs of the diagnosis of the fault.
- 5.4.2 The Customer will continue to be responsible for the timely return of the faulty HaaS Equipment and completion of Condeco's hardware return form.
- 5.4.3 The Customer will return the faulty HaaS Equipment item to the appropriate Condeco distribution centre within five working days of receipt of the replacement HaaS Equipment, re-using the packaging provided. Tracking details of returned item must also be provided. Failure to return the HaaS Equipment by the Customer shall render the Customer liable to pay the full replacement cost of the HaaS Equipment.
- 5.4.4 Failure to return the faulty HaaS Equipment in the required time will result in Condeco invoicing the Customer at the then current Replacement Cost, the Customer will be liable for payment of the invoice within 30 days of invoice date.
- 5.5 Exclusions
- Condeco shall not provide replacements for the HaaS Equipment support or have any liability for anything caused by:
- 5.5.1 the improper use, operation or neglect of the HaaS Equipment;
- 5.5.2 the failure by the Customer to implement reasonable recommendations in respect of or solutions, defaults or fixes, advised or delivered by Condeco;
- 5.5.3 any repair, adjustment, alteration or modification of HaaS Equipment by any other person other than Condeco or its authorised representative without prior written consent;
- 5.5.4 the use of the HaaS Equipment for any purpose which they were not designed;
- and Condeco reserves the right to charge extra fees in addition to any Screen Manager charges if the support carried out is as a result of one of the faults set out above or any request for support is unnecessary.