



## Equipment Maintenance Agreement

This Equipment Maintenance Agreement sets out the terms upon which the Company agrees to provide the Equipment Maintenance described herein and is subject to the Company's current Standard Terms and Conditions. In the event of a conflict between this Equipment Maintenance Agreement and the Company's Standard Terms and Conditions, this Equipment Maintenance Agreement shall govern and control.

### Definitions

The following words shall have these meanings ascribed to them respectively as follows. All other specific terms used herein shall have the meanings ascribed to them in the Company's Standard Terms and Conditions.

"EMA" means this Equipment Maintenance Agreement and any schedules hereto.

"Equipment Corrective Maintenance" means those support services defined in Schedule 1.

"Equipment Preventative Maintenance" means those support services as defined in Schedule 2 specific to MICR Laser Printer Equipment.

"HSM Maintenance" means those support services defined in Schedule 3 specific to HSM Equipment.

"HSM" means Equipment comprising a tamper proof hardware module within which is securely stored an electronic key used for the encryption and decryption of data sent and received by Equipment.

"MICR Laser Printer" means Equipment comprising a laser printer using magnetic ink character recognition technology.

### 1. General

1.1 All amendments and variations to this EMA shall not be valid unless agreed in writing by a duly authorised representative of the Company.

### 2. Price

2.1 Pricing for Equipment Maintenance will be charged at the Company's then current rate calculated as a percentage of the current list price of the Equipment. In the event that any discount is offered against Equipment Maintenance, this discount shall apply to the first year of Equipment Maintenance only; thereafter all Equipment Maintenance will be billed at the Company's then current rate.

2.2 Prices are subject to annual alteration and shall be at the Company's standard rates in effect at the commencement of the annual period for which the Customer is acquiring Equipment Maintenance. In respect of Equipment that is more than three (3) years old, Equipment Maintenance prices will be subject to an increase over and above any then current rate.

### 3. Payment

3.1 Any monies payable under this agreement are payable in advance and remain due despite any suspension of services as a result of the customer's failure to perform any of its obligations hereunder.

### 4. Customers Obligations

4.1 In addition to the Customer's obligations under the Standard Terms and Conditions the Customer acknowledges and agrees that in the event that Equipment Maintenance is terminated or lapses for any reason, then prior to supporting any affected Equipment under this EMA, the Company reserves the right at its sole option to: (a) require an on-site inspection and/or re-installation/reconfiguration of such Equipment, to be chargeable at its then current applicable rates; and (b) either charge Equipment Maintenance fees for the lapsed support period, or offer to the Customer new Equipment purchase for a supported Equipment version at its then applicable rates; or (c) to refuse support.

### 5. Equipment Maintenance

5.1 In respect of the Equipment specified in the Order Agreement the Company will provide Equipment Maintenance in accordance with the terms of this EMA.

5.2 Equipment Maintenance will not include services in respect of any defects or errors resulting from modifications of the Equipment made by any person other than the Company, from any fault in any Equipment other than Equipment supplied by the Company under this contract, any error or fault caused by the use of any hardware or Equipment not supplied by the Company, for any reason due to the default of the Customer or its employees or agents.

5.3 Equipment Maintenance does not include onsite consulting, Equipment install or training services. However such services are available at the Company's applicable rates from time to time.

### 6. Duration

6.1 This agreement shall continue in force for one year and thereafter renew automatically year to year until terminated by either party giving to the other not less than ninety (90) days prior written notice.

### Schedule 1 - Equipment Corrective Maintenance

a) When notified by the Customer that the Equipment has failed or is malfunctioning, the Company will either:

(i) make available an engineer or authorised representative at the Customer's location specified on the attached Order Agreement to make such repairs and adjustments and replace such parts of the Equipment as may be necessary to restore the Equipment to its proper operating condition. For Customer locations on the UK mainland (excluding remote areas) and Northern Ireland, Company will endeavour to respond the next business day (meaning Monday to Friday excluding local bank or public holidays) between the hours (UK time) of 8.30am to 5.30pm Monday to Thursday and 8.30am to 5.00pm Friday. For Customer locations located in remote areas of the UK mainland (postcodes AB, DD, IV, KW, PH, TR), or outside of the UK mainland, Company will endeavour to respond within three business days between the same days and hours of coverage specified above. Travel and other related expenses are not included for Customer locations located in remote areas and outside of the UK mainland. These will be invoiced to the Customer at cost to the Company. The Company will assign a priority rating to all engineer visits to enable the most appropriate use of engineer resources; or

(ii) if in the Company's opinion it is appropriate, choose to ship a replacement part to the Customer location, for the Customer to fit. In such cases the defective part must be returned to the Company within one week of the replacement part being delivered otherwise Company reserves the right to charge for such replacement part.

b) Malfunctions which in the Company's reasonable opinion are due to Customer's negligence, operator error, abnormal use, alteration or repairs not performed or authorised by the Company, may be repaired by the Company at its discretion and the Customer will be charged and invoiced at the Company's then prevailing time and material rates.

c) Unless otherwise agreed Equipment Corrective Maintenance does not include maintenance required as a result of:

- i) failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions;
- ii) accident, transportation, neglect or misuse by the Customer, its employees or agents or any third party;
- iii) any fault in any attachments or associated equipment (whether or not supplied by the Company) which do not form part of the Equipment;
- iv) act of God, fire, flood, war, act of violence, or any other similar occurrence;

d) Unless otherwise agreed in writing by the Company Equipment Corrective Maintenance does not include:

- i) service other than at the Customer's location specified in the Order Agreement;
- ii) the replacement of any spare parts which are subject to wear and tear;
- iii) renewal of consumable supplies including, but not confined to tapes, disk packs, cleaning kits, printing ribbons, printer heads, laser printer drums, toner cartridges, belts, routine service packs or other consumable supplies;
- iv) electrical or other environmental related work external to the Equipment;
- v) repair or service of printers supplied as part of a system that are over 12 months old since the date of installation (with the exception of maintenance contracts that specifically relate to a MICR Laser Printer). Replacement printers purchased by the Customer from the Company will be covered under this agreement free of charge for 12 months from date of supply;
- vi) repeated repair of printers that have exceeded the manufacturers rated life (current industry standard is 5 years) which require more than 3 correct maintenance visits within a 6 month period, will no longer be covered under this EMA. The Company may provide corrective maintenance for printers no longer covered if requested by the Customer. Such corrective maintenance shall be charged and invoiced at the Company's then prevailing time and material rates;
- vii) changes to the Equipment configuration, additional configuration, or upgrade of the Equipment or its software, unless agreed by the Company as a direct result of an agreed defect that has been reported by the Customer.
- viii) recovery or reconstruction of any data lost or spoiled as a result of any breakdown of, or fault in the Equipment.

e) The Company may, if reasonably possible to do so, at the request and expense of the Customer, repair or replace any part of the Equipment which has failed due to a cause described in Clause d) above, at the Company's then current standard time and materials rates. Consumables installed or delivered shall incur an additional labour charge at the then current rates.

f) The Company reserves the right to discontinue Equipment Corrective Maintenance under this EMA if Equipment parts become obsolete, discontinued, or the Company in its sole opinion is unable to obtain such parts on commercially reasonable terms. The Company will notify the Customer in writing of such discontinuance and offer at its sole option, either an alternative maintenance arrangement, or a pro-rata refund of the fees paid for Equipment Corrective Maintenance for the affected Equipment, for any un-expired period of maintenance.

#### **Schedule 2 - Equipment Preventative Maintenance**

g) The Equipment Preventative Maintenance service to be provided hereunder shall consist of one annual preventative maintenance inspection to be carried out between the hours of 8.30am to 5.30pm (Monday to Thursday) and 8.30am to 5.00pm (Friday) (excluding local bank or public holidays) (UK time) and to comprise testing, cleaning, lubricating and adjusting of MICR laser printers. Consumables will be supplied where required and charged at the Company's then current rates.

h) Where in the opinion of the Company the Equipment is stored or used other than in a normal office environment, the Company reserves the right to require additional inspections as a condition precedent to the continued maintenance of the Equipment and to levy additional charges if necessary.

#### **Schedule 3 - HSM Maintenance**

i) When notified by the Customer that the HSM Equipment has failed or is malfunctioning, the Company will either:

- i) trace and attempt to rectify the fault via telephone or remote links were available; or
- ii) in the event that the fault is not resolved by i) above, arrange for the unit to be returned for repair or replacement at the Company's sole option. The Company will use all reasonable endeavours to ship the repaired or replacement unit within three (3) working days of receipt of the faulty unit from the Customer.

j) Malfunctions which, in the Company's reasonable opinion are due to Customer's negligence, operator error, abnormal use, alteration or repairs not performed or authorised by the Company, may be repaired by the Company at its discretion and the Customer will be charged and invoiced at the Company's then prevailing time and material rates.

k) Unless otherwise agreed, HSM Maintenance does not include maintenance resulting from:

- i) failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions;

ii) accident, transportation, neglect or misuse by the Customer, its employees or agents or any third party;

iii) any fault in any attachments or associated equipment (whether or not supplied by the Company) which do not form part of the HSM Equipment;

iv) any "force majeure" event, including but not limited to: act of God, fire, flood, war, act of violence, or any other similar occurrence beyond the control of the Company.

l) Unless otherwise agreed HSM Maintenance does not include:

i) electrical or other environmental work external to the HSM Equipment;

ii) changes to the HSM Equipment configuration, additional configuration, or upgrade of the HSM Equipment or its software, unless agreed by the Company as a direct result of an agreed defect that has been reported by the Customer;

iii) recovery or reconstruction of any data lost or spoiled as a result of any breakdown of, or fault in the HSM Equipment.

m) The Company may, if reasonably possible to do so, at the request and expense of the Customer, repair or replace any part of the HSM Equipment which has failed due to a cause described in Clause l) above, at the Company's then current standard time and materials rates. Consumables installed or delivered shall incur an additional labour charge at the then current rates.

n) The Company reserves the right to discontinue HSM Maintenance under this EMA if HSM Equipment parts or replacement units become obsolete, discontinued, or the Company in its sole opinion is unable to obtain such parts or replacement units on commercially reasonable terms. The Company will notify the Customer in writing of such discontinuance and offer at its sole option, either an alternative maintenance arrangement, or a pro-rata refund of the fees paid for HSM Maintenance for the affected HSM Equipment, for any un-expired period of maintenance.