

HARDWARE AND HARDWARE SUPPORT SERVICES ATTACHMENT TO MASTER AGREEMENT

This Attachment is entered into between the entity from Our Group listed on the Order Form ("**We/Us**") and the customer identified in the signature block in the Order Form ("**You/Your**"). The provisions of the Master Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date of this Attachment shall be the Effective Date of the Order Form. The parties agree to the following:

1. DEFINITIONS.

Capitalised terms that are not otherwise defined in this Attachment shall have the meanings set forth in the Master Agreement (as appropriate).

"**Business Hours**": 0800 to 1800 hours Monday to Friday, excluding bank or public holidays in the UK.

"**Hardware Delivery Date**": the date We or Our third party carrier delivers (or attempts to deliver) the Hardware to You at the Delivery Location or the date We notify You the Hardware is available for collection by You or Your third party carrier.

"**Hardware Support Services**": hardware support services, advice and assistance including (where applicable) repairs, adjustments or replacements made, as We deem necessary to return the supported Hardware to normal operating conditions, subject to the availability of replacement parts and limitations, as described in this Attachment and Support Policies.

"**Failures**": (a) the failure of any of the computer servers and networking equipment included in the supported Hardware to function properly during normal usage; (b) the failure of all personal computer workstations included in the supported Hardware to function properly during normal usage; (c) the failure of all PC tablets, personal digital assistants and similar equipment included in the supported Hardware to function properly during normal usage; or (d) the failure of printers or scanners included in the supported Hardware to function properly during normal usage that results in Your total inability to use the system to print.

"**Service Level**": any applicable service level as may be described in the Support Policies from time to time.

"**Website**": in relation to Hardware Support Services, the Customer Portal or any other web address We provide to You from time to time.

2. HARDWARE.

2.1 Delivery. We will determine the method of shipment and deliver the Hardware to the delivery location specified on the Order Form ("**Delivery Location**"). Any dates quoted by Us for delivery are estimates and We shall use reasonable endeavours to deliver the Hardware by the date quoted but time shall not be of the essence. We may make partial deliveries of the Hardware and risk of loss passes to You on the Hardware Delivery Date. For the avoidance of doubt, We accept no responsibility for Hardware damaged, lost or stolen after risk in the Hardware has passed pursuant to this clause 2.1 and We shall have no obligation to replace Hardware as a result of such damage, loss or theft.

If You fail or refuse to accept delivery by the date We notify You, We reserve the right to charge You storage fees at Our then current storage rates.

2.2 Manufacturer Warranty. We shall have no liability to You for the quality or performance of the Hardware. Any Hardware warranty is provided by the Hardware manufacturer and is subject to the terms imposed by the manufacturer and will commence from the date of purchase. At the Hardware Delivery Date, Hardware shall be new, as defined by the manufacturer. Prior to the Hardware Delivery Date, We may substitute Hardware with hardware of equal or better performance and quality.

2.3 Customer Obligations. Whilst We shall use reasonable endeavours to ensure Hardware supplied and/or installed by Us are E-marked if required by law, it is Your sole responsibility to ensure that all such Hardware

used by You are E-marked and We accept no responsibility and shall have no liability for any Hardware supplied for installation into or installed in vehicles and which are required to be either type approved and bear the EC type-approval mark or certified by an EC declaration of conformity and have affixed to them the EC conformity mark.

Where We supply Hardware for installation into or install Hardware in vehicles We accept no responsibility and shall have no liability for contravention of any law relating to the construction or use of that vehicle. It is Your sole responsibility to check that the vehicle complies with such construction and use requirements (both before and after the supply/installation of the Hardware). Failure to ensure compliance can lead to the commitment of a criminal offence and/or Your insurance being invalidated.

You must comply with all licence terms and restrictions relating to software and firmware installed on Hardware by the manufacturer ("**Firmware**") and only use such Firmware in connection with the permitted use of the Hardware and You must not (i) disclose, transfer or otherwise make available such Firmware to any third party nor permit any third party to use or have access to the Firmware or (ii) duplicate, modify or amend any of the Firmware or any part thereof save with the prior written consent of the manufacturer.

2.4 Title to the Hardware. Title to the Hardware will pass to You upon payment in full of the Hardware fee, as indicated on the Order Form. Until such time as the legal title in the Hardware passes to You, You shall hold the Hardware separately from Your own goods and hardware and those of any third party and shall keep the Hardware in good condition and working order (fair wear and tear excepted), properly stored, protected, insured and identified as Our property. If You fail to pay the Hardware price as indicated on the Order Form by the due date, We reserve the right to repossess the Hardware and You shall deliver the Hardware (at Your cost) to Us or permit Us to collect the Hardware as requested by Us on notice and (if applicable) You hereby consent and grant Us a licence to enter Your premises during Business Hours to collect the Hardware.

3. FEES AND BILLING CYCLE. Fees for Hardware and Hardware Support Services are specified in the Order Form and Your payment obligations for (i) Hardware will be on the effective date of each Order Form, and (ii) Hardware Support Services will begin on the date specified on the Order Form (or if no date is specified, on the Hardware Delivery Date).

4. HARDWARE SUPPORT SERVICES.

4.1 Scope. Subject to Your timely payment of applicable Support fees, We will provide the Hardware Support Services in accordance with the Support Policies for the supported Hardware and maintenance plan indicated in the Order Form during the Term. In the event the Support Policies indicate variable maintenance plans (e.g. bronze silver or gold) all supported Hardware must be supported under the same maintenance plan unless otherwise indicated on the Order Form or agreed by Us. For the avoidance of doubt, We do not provide Hardware Support Services pursuant to this Attachment in connection with any mobile telephone or similar devices.

4.2 Support Policies. A current version of such Our Support Policies can be found on Our Website. You agree that You have reviewed the Support Policies and agree to abide by such policies as amended by Us from time to time.

4.3 Support Levels. Support Services for Hardware include the following:

4.3.1 Subject to clause 4.3.2 and clause 4.3.4, We will provide Hardware Support Services for supported Hardware (except for supported Hardware designed for mobile use) located at the Delivery Location or at a location as specified on the Order Form or as mutually agreed by the parties in writing provided such locations are within the United Kingdom ("**Designated Location**"). You must give Us 60 days' prior written notice of any change to the Designated Location for any supported Hardware. We may request to undertake a survey of any new Designated Location to ensure the suitability of the Designated Location and assess any changes or additions to the Designated Location or Your infrastructure that We deem necessary to ensure We can continue to provide the Hardware Support Services. Our costs and expenses in connection with the survey and any remedial or additional works or hardware We deem necessary and which are carried out or supplied by Us shall be payable by You in addition to the fees specified in the Order Form. Until any such remedial or additional works or hardware are carried out or supplied, We reserve the right to suspend the provision of the Hardware Support Services for the supported Hardware at the new Designated Location.

4.3.2 We will provide Hardware Support Services for supported Hardware designed for mobile use (including tablets and laptops but excluding mobile telephones or similar devices) and Hardware relating to time clocks on a remote or return to base only basis, as described in the Support Policies. It is Your sole responsibility to pay the cost and expenses associated with the return of the supported Hardware to Our premises and to maintain sufficient stocks of mobile Hardware to allow for supported Hardware to be returned to base for repair and maintenance.

4.3.3 We will provide Hardware Support Services for supported Hardware installed in vehicles only at a Designated Location unless otherwise agreed by Us. It is Your sole responsibility to ensure any such vehicle is returned to the Designated Location by the time requested by Us.

4.3.4 We will provide Hardware Support Services for supported Hardware comprising printers on a remote or telephone basis as described in the Support Policies. Hardware Support Services for printers do not include repair or maintenance and it is Your sole responsibility to arrange repair and maintenance of printers under the manufacturer's warranty or pay for the costs of such repair or maintenance, unless otherwise agreed by Us.

4.3.5 During the Hardware Support Services hours You selected in the Order Form (or if none is selected as specified in the Support Policies), We will provide Hardware Support Services for the supported Hardware if You notify Us that the supported Hardware has experienced a Failure or where proactive monitoring tools lead to the identification of a Failure. Hardware Support Services is limited to (i) telephone advice and assistance (ii) where practicable and specified on the Order Form, the maintenance of remote monitoring facilities and (iii) repairs, adjustments or replacements made, as We deem necessary, to return the supported Hardware to normal operating conditions, subject to the availability of replacement parts, components and firmware. It is Your sole responsibility to pay for all costs and expenses of all replacement parts, components and firmware updates unless such costs and expenses are covered by and transacted through a subsisting and valid manufacturer's warranty. It is Your sole responsibility for arranging traceable, secure and environmentally responsible disposal of surplus or faulty parts or components in accordance with industry best practices and regulatory controls, to protect unauthorised access to sensitive and confidential data. Subject to clauses 4.3.2 and 4.3.4, if We determine the need for an on-site visit, We will use commercially reasonable efforts to have the service representative at the Designated Location within a reasonable time period, giving due consideration to the Designated Location and the nature of the Failure. In no event will We be responsible for any damages or liability arising from any delay in providing Hardware Support Services. Hardware Support Services performed outside of the applicable Hardware Support Services hours will be invoiced at Our then-current standard overtime rates. Both inbound and outbound support telephone calls may be monitored and/or recorded for quality assurance purposes.

4.3.6 We may terminate upon written notice to You, Hardware Support Services for any supported Hardware due to end-of-life by the manufacturer or

end of life or beyond economic repair as determined by Us. We also may require You to purchase new Hardware after two years of supporting the supported Hardware, upon Our request, whereupon the new Hardware shall become the supported Hardware. We may terminate upon written notice to You, Hardware Support Services for any supported Hardware not replaced by new Hardware at Our request pursuant to this clause 4.3.6.

4.3.7 If We elect to continue to provide Hardware Support Services for supported Hardware that is end-of-life or which is not replaced with new Hardware pursuant to clause 4.3.6, You will be invoiced at Our then current pay as You go support rates and costs for any on-site attendance to the extent We expend excessive or unreasonable time providing Hardware Support Services due to the end of life nature or age of the supported Hardware and all costs of replacement parts and components, in addition to the fees set out in the Order Form.

4.3.8 We may terminate upon written notice to You, Hardware Support Services for any supported Hardware removed outside the United Kingdom or to a location in the United Kingdom which We deem too remote to provide Hardware Support Services (including any Designated Location which is not within a reasonable travelling distance from Our service representatives site).

4.3.9 Any Service Level applicable to any Hardware Support Services will be set out in the Support Policies. We shall use commercially reasonable efforts to perform the Hardware Support Services as soon as reasonably practicable and (if applicable) within the target Service Levels but no warranty or guarantee is given in respect of any time for response or performance by Us or in respect of when a Failure will be resolved.

4.4 General.

4.4.1 Limitations. Hardware Support Services do not include: (i) repair or maintenance of any hardware or equipment that is not supported Hardware; repair or maintenance of any mobile telephones or similar devices; repair or maintenance of any printers or similar equipment; any services relating to software (such as, but not limited to, operating systems) or any repair or maintenance required by software; repair or maintenance of supported Hardware that is not physically accessible on a reasonable basis to Us; reconditioning required when repair and parts replacement cannot keep the supported Hardware in normal operating condition; the provision of consumable items or items designated within the manufacturer or customer documentation as operator responsibilities, including but not limited to: ink, rollers, print heads, ribbons, toner, cartridges, magnetic tape cassettes, batteries and paper; end of life replacement of print engines or other products that are deemed by the manufacturer to have a designated life span; any costs arising from any cabling; any costs of any repairs or replacements not supported or transacted through a valid and subsisting manufacturer's warranty, and; (ii) service needs caused by forces external to the supported Hardware and the related system (e.g., repair required by and damage resulting from accident, transportation, neglect, abuse, misuse or mishandling, software viruses, acts of nature, lightning, power surges or failures or fluctuations of electrical power, air conditioning or humidity control, communication equipment failure, use of materials or supplies which do not meet manufacturer specifications, interconnection of incompatible equipment or devices, defective electrical work, catastrophic disaster, and causes other than ordinary use). Hardware Support Services may not be used to resolve any problem that We determine can be resolved with training.

4.4.2 Certain Additional Responsibilities. You shall: install and update anti-virus software and remote access software that satisfy Our specifications; ensure that Our assigned technical personnel are able to access Your system and supported Hardware remotely; update the operating system as may be required by Us; use all Firmware, hardware and equipment according to the applicable operating manuals and in accordance with all applicable laws and licensing terms and restrictions; use all hardware, equipment and software with supplies and components that meet manufacturer specifications; regularly carry out all operator's maintenance routines in accordance with operating manuals; cause proper and recommended maintenance of hardware and equipment to

be performed; keep hardware and equipment in an environment that meets the environmental conditions recommended by the manufacturer and, at a minimum, maintain hardware and equipment in a clean, dry and substantially dust-free environment; not allow anyone other than Our personnel to adjust, maintain or repair the supported Hardware and promptly notify Us of any Failure; provide Us with full, free and safe access to the supported Hardware; provide Us with access to the Designated Location and reasonable facilities for providing services (e.g., adequate space, light and electrical power outlets); provide Us with access to Your personnel and procure that Your personnel provide assistance and support when reasonably requested by Us; notify Us of any proposed changes to the supported Hardware and implement any such changes in consultation with Us and through any change management process specified in the Support Policies; ensure that all supported Hardware has appropriate resilience equivalent with Your business continuity and disaster recovery requirements; and ensure that the configuration of and data stored on the supported Hardware is backed-up in accordance with Your business continuity and disaster recovery requirements and best practice including the safe storage and testing of such back-ups.

4.4.3 Warranty. Without prejudice to the disclaimers contained in the Master Agreement, We warrant that We will perform the Hardware Support Services using reasonable skill and care.

5. TERM, RENEWAL AND TERMINATION.

5.1 **Term and Renewal.** The Hardware Support Services will commence on the date specified on the Order Form (or if no date is specified, on the Hardware Delivery Date) and will continue for the initial term as indicated on the Order Form ("**Initial Term**"). Following the end of the Initial Term, Hardware Support Services shall automatically renew continuously for successive 12 month periods unless otherwise specified in the Order Form (a "**Renewal Term**"), unless either party gives written notice at least 30 days prior to the end of the Term, of its intention to terminate the Hardware Support Services (the Initial Term and Renewal Term collectively referred to as the

"**Term**"). The pricing for the first twelve months of any Renewal Term shall be provided by Us in writing no less than 60 days prior to the end of the Initial Term or any Renewal Term. We may terminate Hardware Support Services for certain supported Hardware, at any time for any reason by providing You with 30 days prior written notice; provided however, We shall provide You with a pro-rated refund of any pre-paid Hardware Support Services. For the Term, Hardware Support Services are provided for all supported Hardware, unless You have elected to remove certain Hardware included as supported Hardware by providing Us with 60 days written notice prior to the start of the upcoming Renewal Term.

5.2 **Support Reinstatement.** In the event that Hardware Support Services are not renewed by You and is later reinstated, We may assess a reinstatement fee to be payable by You. Reinstatement of Hardware Support Services is limited to those items that are supported by Us at the time of reinstatement.

5.3 **Termination.** This Attachment may be terminated by either party in accordance with clause 8 of the Master Agreement. In addition this Attachment shall automatically terminate upon termination or expiry of the Software Licence and Support Services Attachment relating to Your use of Our Software for any reason unless We elect or the parties otherwise agree for this Attachment to continue notwithstanding the termination or expiry of the Software Licence and Support Services Attachment. The termination or expiry of this Attachment shall not prejudice or affect any rights or liabilities which have accrued or thereafter shall accrue to either party, any rights or remedies a party may be entitled to hereunder or at law nor the coming into or continuance in force of any provision of this Attachment which is expressly or by implication intended to come into or continue in force on or after such termination or expiry. The surviving provisions of the Master Agreement shall survive expiration or termination of this Attachment.