



# ANNODATA LIMITED

## CUSTOMER AGREEMENT

This Customer Agreement (Agreement) is made on the Effective Date specified below between Annodata Limited with its registered office at The Maylands Building, Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 7TG ("Annodata") and the customer detailed below ("Customer") and applies to Customer's purchases from Annodata.

This Agreement consists of the following:

1. This Cover Page;
2. Annodata Base Terms;
3. Annodata Support Terms;
4. Annodata Statements of Work (if any) and;
5. Annodata Service Level Agreements (if any).

This Agreement will remain in effect until terminated.

**EFFECTIVE DATE:**

Agreed to by:  
Annodata Limited

\_\_\_\_\_  
Authorised Signature  
Print Name:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Address:  
The Maylands Building Maylands Avenue  
Hemel Hempstead  
Hertfordshire  
HP2 7TG

Agreed to by:  
Insert Customer Name Here

\_\_\_\_\_  
Authorised Signature  
Print Name:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Address:



## **A. Annodata BASE TERMS**

### **1. DEFINITIONS**

- a. Affiliate of a party means an entity controlling, controlled by, or under common control with, that party.
- b. Deliverable means the tangible work product resulting from the performance of support excluding products and custom products.
- c. Hardware means computer and related devices and equipment, related documentation accessories, parts, and upgrades.
- d. Annodata Business Partner means select companies authorised by Annodata to support and deliver certain Products and/or Support.
- e. Product means Hardware and Software sold by Annodata at the time of Annodata's acceptance of Customer order, and includes products that are modified, altered, or customised to meet Customer requirements " Custom Products " or products that are specifically ordered for a Customer "Custom Ordered Products"
- f. Service Agreement means an executed document so titled that describes the custom support to be performed by Annodata under the support term sections.
- g. Software means machine-readable instructions and data (and copies thereof) including middleware and firmware and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures.
- h. Specification means technical information about Products published in product manuals, user documentation, and technical data sheets in effect on the date Annodata delivers Products to Customer.
- i. Statement of Work means an executed document so titled that describes the custom support to be performed by Annodata under the Support Terms sections.
- j. Support means Hardware maintenance and repair, Software maintenance, training, configuration and installation and other standard support services provided by Annodata and includes "Custom Support" which is any agreed non-standard Support as described in a Statement of Work or Service Agreement.
- k. Order(s) means an accepted Customer order (excluding pre-printed terms) and in relation to that order valid Annodata quotations, applicable license terms delivered or otherwise made available to Customer with Software, applicable published technical data sheets, product or service descriptions, applicable limited warranty statements delivered with or otherwise made available to Customer with Products, mutually executed Statements of Work and mutually executed Service agreements all as provided by Annodata, or other mutually executed documents that reference this Agreement.
- I. Version means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by Annodata to its customers (also called a "Release").



## **2. PARTICIPATION**

Customer Affiliates may participate under this Agreement through the issuance of their order referencing this Agreement and its acceptance by Annodata. Upon Annodata's acceptance of such an order, the terms of this Agreement will apply between Annodata and the Customer Affiliate and references to "Customer" shall mean Customer Affiliate.

## **3. PRICES AND TAXES**

- a. Prices. Product and Support prices are specified in the Annodata quotation current at the time
- b. Price Validity. Prices are subject to change at any time prior to Annodata's acceptance of Customer's order.
- c. Taxes. Prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on Annodata or on the Customer by any taxing authority (other than taxes imposed on Annodata's income) related to Customer's order, unless Customer has provided Annodata with an appropriate resale or exemption certificate for the delivery location. "Delivery location" means the location where Annodata transfers title or possession of Products to Customer or its designate or the location where Support is performed or, in the case of remote or intangible Support, where the Products being serviced are located.
- d. Withholding Tax (VAT). If Customer is required by law to withhold and remit tax relating to Customer's order, Customer shall:
  1. be entitled to reduce the payment by the amount of such tax;
  2. withhold and remit such tax to the applicable tax jurisdiction;
  3. assist Annodata to obtain the benefit of any reduced withholding tax under applicable tax treaties; and
  4. furnish to Annodata a tax certificate or other acceptable evidence of payment of such tax as required by the relevant taxing authorities.
- e. Financing. Third party financing transactions require advance notice to Annodata for appropriate tax treatment.

## **4. CUSTOMER ORDERS**

- a. Orders. Orders must reference this Agreement and are subject to acceptance by Annodata. Orders must specify a 'ship to' address and have a delivery date within ninety (90) days from the order date.
- b. Cancellation. Customer may cancel an order for Products (but not Custom Products or Custom Ordered Products) at no charge up to ten (10) business days prior to the scheduled shipment date.

- c. Extended Delivery Dates. Changes to orders that extend delivery dates beyond thirty (30) days from the order date shall be considered new orders at the prices in effect when Annodata receives the changed order.

## **5. DELIVERY**

- a. Delivery. Annodata will deliver Products by arranging shipping to the receiving area at the "ship to" address specified in Customer's order. Annodata may elect in its sole discretion deliver Software, Deliverables, Specifications, or Product documentation by enabling electronic transmission to, or electronic access or download by Customer.
- b. Delivery Charges. Transportation and handling charges are payable by Customer and will be specified in an Annodata quotation and included on an Annodata invoice unless otherwise specified in an Order. Special packing or shipping arrangements will be charged separately to Customer.
- c. Delivery Requirements. If Annodata is unable to meet Customer's Product delivery requirements stated on their order, Customer may cancel that order. Such cancellation is customer's sole remedy.
- d. Deficiencies. Any deficiencies in delivery must be notified to Annodata in writing within three working days of delivery.
- e. Timescales. In the delivery of products and services Annodata will use reasonable endeavours to achieve target dates.

## **6. PAYMENT**

- a. Payment Terms. Customer agrees to pay, without offset, all invoiced amounts within thirty (30) days of Annodata's invoice date. Annodata is entitled to charge interest on late payment at 3% above the Bank of England base lending rate in force for the relevant period. Annodata may change credit or payment terms for unfulfilled orders if, in Annodata's reasonable opinion, customer's financial condition, previous payment record, or relationship with Annodata merits such change.
- b. Customer Default. Annodata may discontinue performance if Customer fails to pay any sum due, or if after ten (10) days written notice Customer has not cured any other failure to perform under this Agreement.
- c. Ownership. Annodata retains ownership of Products until payment and reserves right to repossess any products for which any undisputed payment is outstanding for more than 30 days.

## **7. WARRANTY PROVISIONS**

- a. Warranty Statements. Annodata warranty statements for Software and Support are contained in their respective sections of this Agreement. The limited warranties in this Agreement are subject to the terms, limitations, and exclusions contained in the limited warranty statement provided for the Product in the

country where that Product is located when the warranty claim is made. A different limited warranty statement may apply and be quoted if the Product is purchased as part of a system.

- b. Transfer. Warranties are transferable to another party for the remainder of the warranty period subject to Annodata license transfer policies and any assignment restrictions.
- c. Warranty Start Date. Warranties begin on the date of delivery, or on the date of installation if installed by Annodata. If Customer schedules or delays such installation by Annodata more than three (3) days after delivery, Customer's warranty period will begin on the date of delivery.
- d. Exclusions. Annodata is not obligated to provide warranty services or Support for any claims resulting from:
  - (i) improper site preparation, or site or environmental conditions that do not conform to Annodata's site specifications;
  - (ii) Customer's non-compliance with Specifications;
  - (iii) improper or inadequate maintenance or calibration;
  - (iv) Customer or third-party media, software, interfacing, supplies, or other products;
  - (v) modifications not performed or authorised by Annodata;
  - (vi) virus, infection, worm or similar malicious code not introduced by Annodata; or
  - (vii) abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond Annodata's control.
- d. Disclaimer. The warranties and any associated remedies expressed or referenced in this agreement are exclusive. No other warranty, written or oral, is expressed or implied by Annodata or may be inferred from a course of dealing or usage of trade to the extent allowed by local law Annodata disclaims all implied warranties or conditions including any implied warranties of merchantability and fitness for a particular purpose, title and non-infringement.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

- a. Third-Party Claims. Annodata will defend or settle any claim against Customer alleging that Products or Support provided under this Agreement, infringes intellectual property rights in the country where they were sold, if Customer:
  - i. promptly notifies Annodata of the claim in writing;
  - ii. grants Annodata sole control of the defence or settlement of the claim.

Annodata will pay infringement claim defence costs, Annodata-negotiated settlement amounts, and court-awarded damages.



- b. Remedies. If such a claim appears likely, then Annodata may modify Products or Support, procure any necessary license, or replace the affected item with one that is at least functionally equivalent. If Annodata determines that none of these alternatives is reasonably available, then Annodata will issue Customer a refund equal to:
  - (i) the purchase price paid for the affected item if within one year of delivery, or the Customer's net book value thereafter, or
  - (ii) if the claim relates to infringing Support, the lesser of twelve (12) months charges for the claimed infringing Support or the amount paid by Customer for that Support.
- c. Exclusions. Annodata has no obligation for any claim of infringement arising from:
  - (i) Annodata's compliance with Customer or third party designs, specifications, instructions, or technical information;
  - (ii) modifications made by Customer or a third party;
  - (iii) Customer non-compliance with the Specifications or manufacturer's licensing terms; or
  - (iv) Customer use with products, software, or services that are not Annodata supplied.
  - (v) Sole and Exclusive. This sub-section A.8 states Annodata's entire liability for claims of intellectual property infringement.

## **9. INTELLECTUAL PROPERTY RIGHTS**

No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted by either party to the other except as expressly provided under this Agreement.

## **10. RESTRICTED USE**

Products, Support, and Deliverables are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Customer is solely liable if Products, Support, or Deliverables purchased by Customer are used for these applications and will indemnify and hold Annodata harmless from all loss, damage, expense, or liability in connection with such use.

## **11. LIMITATION OF LIABILITY AND REMEDIES**

- a. Limitation of Liability. Except for:
  - (i) the amounts in sub-section A.8. above,

- (ii) direct damages to tangible property up to a limit of UK Sterling £500,000 (five hundred thousand pounds) and
  - (iii) damages for bodily injury (including death),  
each party's total aggregate liability to the other is limited to the amount paid by Customer for:
  - (iv) the Product;
  - (v) the Support concerned over a period of a maximum of twelve (12) months preceding the damage causing event equal to 100% of price paid.
- that in each case is the subject of the claim. "Event" in this section also means a series of related events.
- b. Disclaimer of Consequential Damages. In no event will either party be liable for any incidental, indirect, special, or consequential costs or damages including, without limitation, downtime costs; lost business, revenues, or profits; failure to realise expected savings; loss or unavailability of or damage to data; or software restoration.
  - c. Legal Theory. To the extent allowed by local law, these limitations will apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.
  - d. Time Limitation. Any claim made by Customer against Annodata under these terms and conditions shall be notified to Annodata in writing within one year of the event giving rise to the claim.

## **12. TERMINATION**

- a. Termination for Convenience. Either party may terminate this Agreement for convenience upon ninety (90) days prior written notice to the other party, unless prohibited by the terms of this Agreement. Any support services operative under this Agreement will survive such termination and continue to operate under this agreement until the termination date of the support service.
- b. Termination for Cause. Either party may terminate this Agreement on written notice if the other party fails to comply with this Agreement after it has been notified in writing of the nature of the failure and been provided with a reasonable time to cure the failure. Termination requests must be provided by email to [contracts@annodata.co.uk](mailto:contracts@annodata.co.uk) in order to be valid.
- c. Prior Orders. Except as otherwise provided in sub-section A.12.d. below, the termination of this Agreement will not affect payments due or fulfilment and payment of orders accepted prior to termination.
- d. Bankruptcy. Either of the parties can dissolve this Agreement in writing, in whole or in part, with immediate effect and without judicial intervention if:
  - (i) the other party is unable to pay its debts when due; or
  - (ii) the other party petitions for bankruptcy, or is declared bankrupt; or
  - (iii) the other party petitions for a (provisional) moratorium; or

- (iv) the other party is granted a (provisional) moratorium.
- e. Survival. Any terms in this Agreement which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns. Any termination under this sub-section A.12. will be without prejudice to the terminating party's legal rights and remedies, including injunction and other equitable remedies.

### **13. RENTALS**

Where Annodata agrees to supply Products to Customer on a rental basis, customer agrees to keep such products insured to their full value by a reputable insurer; to permit the use of such products only in accordance with the manufacturer's instructions by properly trained personnel; to keep such products on the premises of customer notified to Annodata as the delivery address and not to move such products from such address without Annodata prior written consent; to return such products to Annodata at the end of the agreed rental period at customer's expense, in good condition and in the original packaging

### **14. CONFIDENTIALITY**

All information relating to business, products and services, including oral information; written information, and information recorded in any other media ('Information') which is disclosed by Annodata and Customer to each other shall be treated as confidential for a period of five years following the date of disclosure, save where the Information:

- a. now or later comes into the public domain other than by breach of this clause 13;
- b. is in the possession of the recipient with full right to disclose prior to receiving it from the other party;
- c. is independently received by the recipient from a third party with full right to disclose;
- d. is trivial or obvious.

### **15. DATA PROTECTION**

Annodata are a data controller for the purposes of the Data Protection Act 2018. This means that we will process and store personal information about the Customer and the Customer's staff for the purposes of fulfilling Customer orders but may also pass such information to Manufacturers and their affiliates in order to process orders and in connection with the supply of warranty cover and support services in respect of products and services purchased. Processing of your information may take place both within Europe and elsewhere. In placing an order with us you warrant that you have your staff's consent to the use of their personal information in this manner.



## **16. GENERAL**

- a. Force Majeure. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control; however, this provision will not apply to Customer's payment obligations. In the event such circumstances continue for more than three (3) months, either party may terminate the Agreement or affected orders in respect of Products and Support not yet delivered.
- b. Assignment. Neither party may assign, delegate or otherwise transfer all or any part of this Agreement without prior written consent from the other party. Such consent will not be unreasonably withheld. Any such attempted assignment, delegation, or transfer will be null and void. Assignments of Software licenses are subject to compliance with the relevant Software license transfer policies.
- c. Export and Import. Customer who exports, re-exports, or imports Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorisations. Annodata may suspend performance under this Agreement, if 1) Customer is in violation of any applicable laws or regulations, and 2) to the extent necessary to assure compliance under U.S. or other applicable export or similar regulations.
- d. Governing Law. Disputes arising from this Agreement will be governed by the laws of England. The Application of the Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Agreement.
- e. Notices. All notices that are required under this Agreement will be in writing and will be considered effective upon receipt.
- f. Entire Agreement. This Agreement is the entire agreement between Annodata and Customer regarding Customer's purchase of Products and Support, and supersedes and replaces any previous communications, representations, or agreements, or Customer's additional or inconsistent terms, whether oral or written. In the event any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction such provision shall be deemed either to be interpreted in a way which is nearest to its original intent and is enforceable or, where such is not possible, to be severed from this Agreement such that it shall in no way impair or affect the remainder of this Agreement, which the parties agree shall continue in full force and effect.
- g. Waiver. Neither party's failure to exercise or delay in exercising any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights
- h. Independent Contractor. Annodata is an independent contractor in the performance of this Agreement and neither Annodata nor any Annodata personnel are employees or agents of Customer or Annodata Business Partners. Nothing in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the parties, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.
- i. Non-Solicitation. During, and for a period of twelve (12) months after termination of this Agreement neither party shall seek to entice away from the other's

employment any employee involved in the performance of this agreement. Customer and Annodata agree that in the event of breach of this provision, the measure of damages shall be fifty per cent (50%) of the starting salary of the employee in his or her new employment.

- j. Enforceability. If any part of these terms and conditions is held to be unenforceable or invalid for any reason the remainder shall remain in full force and effect.
- k. Prevention of Bribery. Neither party shall offer or give, or agree to give, to the other party or any other body or any other person any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or any other agreement or contract between the parties, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement.

## **B. SUPPORT TERMS**

### **1. SUPPORT SERVICES**

- a. Description of Support. Annodata will deliver Support according to the description of the offering, described in the accepted Annodata Service Level Agreement.
- b. Ordering Support. Customer may order Support:
  - (i) at the time of Product purchase, or prior to installation of Products for which Support is being purchased, for a fixed term and whereby Annodata has not requested the Customer to register (may be referred to as "AnnodataCare Pack");
  - (ii) after the time of product purchase, for either a fixed term or an initial term that may be renewed (may be referred to as "Annodata Contractual Services");
  - (iii) on a per-event basis; or
  - (iv) at any time, when agreed non-standard Support has been offered by Annodata for the customer according to a Statement of Work or Support agreement or as otherwise offered by Annodata.
- C. Term/Termination. An Annodata accepted Support order will commence on the effective date specified in the customer order or failing this, in the relevant Annodata quotation. Unless otherwise specified stated it will continue for a term of one (1) year. Thereafter the order will be renewed for successive one-year periods subject to the then applicable Annodata terms and conditions and charges, unless the Customer or Annodata notifies the other party at least ninety (90) days prior to the end of the current period in writing that it does not want to renew the Support contract. Customer may delete Products from Support, provided the Products have permanently been decommissioned, upon ninety (90) days written notice. Annodata may discontinue Support for Products and specific Support services no longer included in Annodata's Support offering upon ninety (90) days written notice, unless otherwise agreed.
- d. Return to Support. If Customer allows Support to lapse, Annodata may charge customer additional fees to resume Support or require Customer to perform



certain hardware or software upgrades. Annodata will review and assess whether such fees are required and explain these to Customer at the time of the request to return to support

- e. Local Availability. Customer may order Support from Annodata's current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas
- f. Support Warranty. Annodata warrants that it will perform Support using generally recognised commercial practices and standards.
- g. Exclusive Remedies. Annodata will re-perform Support not performed in accordance with the warranty herein. This sub-section B.1.g. states Annodata's entire liability for Support warranty claims.

## **2. PRICING, SERVICES, AVAILABILITY, AND INVOICING**

- a. Pricing. Except for prepaid Support or as otherwise stated in an order, Annodata may change Support prices upon sixty (60) days written notice.
- b. Additional Services. Additional services performed by Annodata at Customer's request that are not included in Customer's purchased service will be chargeable at the applicable published service rates. Such additional services include but are not limited to:
  - i. Customer requests for Support after Annodata's local standard business hours (unless Customer has specifically purchased after-hours coverage for the requested Support);
  - ii. Customer requests for repair for damage or failure attributable to the causes specified in sub-section A.7.d. of the Annodata Base Terms ("Warranty Exclusions "); and
  - iii. Customer requests for Support where Customer does not, in Annodata's reasonable determination meet the applicable prerequisites and eligibility requirements for Support.
- c. Local Availability. Support outside of the applicable Annodata coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- d. Invoicing. Invoices for Support will be issued in advance of the Support period. Annodata Support invoices and related documentation will be produced in accordance with Annodata system standards. Additional levels of detail requested by Customer may be chargeable.

## **3. SITE AND PRODUCT ACCESS**

Customer shall provide Annodata access to the Products covered under Support; adequate working space and facilities within a reasonable distance of the Products; access to and use of information, customer resources and facilities as reasonably determined necessary by Annodata to service the Products. If Customer fails to provide such access, resulting in Annodata's inability to provide



Support, Annodata shall be entitled to charge Customer for the Support call at Annodata's published service rates. Customer is responsible for removing any Products ineligible for Support to allow Annodata to perform Support. If delivery of Support is made more difficult because of ineligible Products, Annodata will charge Customer for the extra work at Annodata's published service rates.

#### **4. STANDARD SUPPORT PRODUCT ELIGIBILITY**

- a. Minimum Configuration for Support. Customer must purchase the same level of Support and for the same coverage period for: all Products within a minimum supportable system unit (i.e. all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.
- b. Eligibility. For initial and on-going Support eligibility Customer must maintain all Products and associated hardware and software at the latest Annodata-specified configuration and revision levels and in Annodata's reasonable opinion, in good operating condition.
- c. Modifications. Customer will allow Annodata, at Annodata's request and at no additional charge to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.
- d. Loaner Units. Annodata maintains title and Customer shall have risk of loss or damage for loaner units if provided at Annodata's discretion as part of Support or warranty services and such units will be returned to Annodata without lien or encumbrance at the end of the loaner period.
- e. Relocation. Customer is responsible for moving Products. If Customer moves the Products to a new location, Annodata may charge additional support and re-instatement fees and modify the response times, and Customer may be required to execute amended or new Orders. If Customer moves Products to another country, Support shall be subject to availability in the destination country. Reasonable advanced notice to Annodata may be required to begin Support for some Products after relocation. Damage caused to products as a result of being moved by the Customer is outside the scope of any support contract and will only be repaired by Annodata on a time and materials basis.
- f. Maximum Use Limitations. Certain Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such Products within the maximum usage limit.

#### **5. PROPRIETARY SUPPORT TOOLS**

Annodata will require Customer's use of certain hardware and/or software system and network diagnostic and maintenance programs ('Proprietary Service Tools'), as well as certain diagnostic tools that may be included as part of the Customer's system, for delivery of Support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of Annodata, are provided "as is," and include, but are not limited to: remote fault management software and network Support tools. Proprietary Service Tools may reside on the Customer's systems or sites. Customer may only use the Proprietary Service



Tools during the applicable Support coverage period and only as allowed by Annodata. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, Customer will return the Proprietary Service Tools or allow Annodata to remove these Proprietary Service Tools. Customer will also be required to:

- a. allow Annodata to keep the Proprietary Service Tools resident on Customer's systems or sites and assist Annodata in running them;
- b. install Proprietary Service Tools, including installation of any required updates and patches;
- c. use the electronic data transfer capability to inform Annodata of events identified by the software;
- d. if required, purchase Annodata-specified remote connection hardware for systems with remote diagnosis service; and
- e. provide remote connectivity through an Annodata approved communications line.

## **6. CUSTOMER RESPONSIBILITIES**

- a. **Data Backup.** To reconstruct lost or altered Customer files, data, configurations or programs, Customer must maintain and operate backup systems or procedures which, unless specifically contracted for, is independent of Annodata.
- b. **Temporary Workarounds.** Customer will implement temporary procedures or workarounds provided by Annodata while Annodata works on permanent solutions.
- c. **Hazardous Environment.** Customer will notify Annodata if Customer uses Products in an environment that poses a potential health or safety hazard to Annodata employees or subcontractors. Annodata may require Customer to maintain such Products under Annodata supervision and may postpone service until Customer remedies such hazards.
- d. **Authorized Representative.** Customer will have a representative present when Annodata provides Support at Customer's site.
- e. **Product List.** Customer will create and maintain a list of all Products under Support including: the location of the Products, serial numbers, the Annodata-designated system identifiers, and coverage levels. Customer shall keep the list updated during the applicable Support period.
- f. **Documentation.** If Customer purchases a Support offering that includes documentation updates, Customer may copy such updates only for systems under such coverage. Copies must include appropriate Trademark and copyright notices

## **7. SUPPORTED SOFTWARE**

Customer may purchase available Support for Software only if Customer can provide evidence it has rightfully acquired an appropriate license for such

Software. Annodata will be under no obligation to provide Support due to any unauthorised alterations or modification for Software for which Customer cannot provide a sufficient proof of a valid license. Unless otherwise agreed by Annodata, Annodata only provides Support for the current Version and the immediately preceding Version of Software, and then only when the Software is used with Hardware or Software included in configurations at the specified Version level.

## **8. ACCESSORIES AND PARTS AND MISCELLANEOUS**

- a. Compatible Cables and Connectors. Customer will connect Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- b. Support for Accessories. Annodata may provide Support for cables, connectors, interfaces, and other accessories if Customer purchases Support for such accessories at the same Hardware service level purchased for the Products with which they are used.
- c. Consumables. Support does not include the delivery, return, replacement or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in an Order.
- d. Replacement Parts. Parts provided under Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of Annodata, unless Annodata agrees otherwise and Customer pays any applicable charges.
- e. Service Providers. Annodata reserves the right and Customer agrees to Annodata's use of Annodata-authorized service providers to assist in the provision of Support.

## **9. ACCESS TO CUSTOMER SUPPORT CENTRES**

- a. Designated Callers. Customer will identify a reasonable number of callers, as determined by Annodata and Customer ("Designated Callers"), who may access Annodata's customer Support call centres ("Solution Centres").
- b. Qualifications. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management and, if applicable, network administration and management and diagnostic testing. Annodata may review and discuss with Customer any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Centre that, in Annodata's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, the Customer may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by Annodata when Support is initiated. Annodata Solution Centres provide support in English.



- c. Telecommunication Charges. Customer will pay for all telecommunication charges associated with using Annodata IT Resource Centre, installing and maintaining ISDN links and Internet connections (or Annodata-approved alternatives) to the Annodata Solution Centre, or using the Proprietary Service Tools.

## **10. EXCLUSIONS**

- a. The Services do not include any maintenance of the Equipment which is necessitated as a result of any cause other than fair wear and tear or the Company's neglect or fault including without limitation:
  - (i) failure or fluctuation of electrical power, air conditioning, humidity control or other environmental conditions;
  - (ii) accident, transportation, neglect misuse or default of the Customer, its employees or agents or any other 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 including but not limited to telecommunications equipment;
  - (iv) act of God, fire, flood, war, act of violence, or any other similar occurrence;
  - (v) any attempt by any person other than the Company's personnel to adjust, repair, convert or maintain the Equipment;
  - (vi) software faults or viruses;
  - (vii) use of the Equipment other than for data processing purposes for which it was designed; or
  - (viii) use of consumables which result in repetitive service calls or abnormal wear and tear.
  - (ix) The Company will (if it able so to do) at the request and expense of the Customer repair or replace any part of the Equipment that has failed due to a cause other than fair wear and tear or due to the Company's neglect or fault.
- b. The Services do not include:
  - (i) service other than at the Site(s) (or such other premises as the Company shall have approved in writing);
  - (ii) repair or renewal of all consumables as specified by the manufacturer of the equipment including but not limited to tapes, printing cartridges, printheads, laser consumables or mice;
  - (iii) maintenance or support of the operating system of any computer unless expressly included in the Schedule;
  - (iv) electrical or other environmental work external to the Equipment;
  - (v) maintenance of any attachments or associated equipment (whether or not supplied by the Company) which do not form part of the Equipment;
  - (vi) recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of or fault in the Equipment;



- (vii) painting or refurbishing of the Equipment;
- (viii) changes to or alteration of the Equipment;
- (ix) installation, moving or removal of the Equipment other than for repair;
- (x) un-jamming or fitting of consumable supplies;
- (xi) loading or uninstalling software, applications or data;
- (xii) software support services;