

KONICA MINOLTA BUSINESS SOLUTIONS (UK) LIMITED
STANDARD TERMS & CONDITIONS FOR THE SUPPLY OF IT SOLUTIONS

These Terms and Conditions shall apply to the supply of IT solutions by Konica Minolta Business Solutions (UK) Limited and its group companies (“**the Service Provider**”) and where appropriate shall be supplemented by additional terms and conditions for specific solutions either in a schedule, statement of work or solution design document, all of which shall be incorporated into these Terms and Conditions and accepted by the Customer either upon signature of the Order Form and/or following the supply of the Services under receipt of the Customer’s valid purchase order.

1. DEFINITIONS

“**Agreement**”: these terms and conditions and the Documentation.

“**Charges**”: the charges for the Services stated in the Documentation.

“**Confidential Information**”: non-public information whether oral or written of a confidential nature, or by the nature of its content deemed confidential by the disclosing party and shall include reference to any data within the meaning of Data Protection Law.

“**Contract**”: each signed Order Form together with the Agreement.

“**Customer**”: the Person named in the Order Form and/or SOW ordering, and liable for, the Services and any associated solutions.

“**Data Protection Law**”: the General Data Protection Regulation, Data Protection Act 2018, or any other subsequent legislation or re-enactment relating to the rights and privacy of individuals.

“**Documentation**” individually or collectively: (i) signed Order Form; (ii) service specific schedule (ii) SOW; (iii) solution design document; (iv) any EULA (v) valid Customer purchase order accepted by the Service Provider; and/or (v) any other executed document agreed in writing by the Parties

“**EULA(s)**” or “**End User License Agreement**”: any licence agreement with the Customer governing the right of use for the software.

“**Force Majeure**”: an unforeseeable event beyond the reasonable control of the Parties, including, but not limited to, acts of God, war, terrorism, riot, fire, earthquake, explosion, flood, strike, lockout, injunction, or telecommunications, electrical or source of supply failure, virus propagation, improper shutdown of the Network, or the unavailability of Services, personnel, Products or materials and not attributable to the acts or omission of the Party relying on the Force Majeure.

“**Initial Term**”: the minimum contract period and/or fixed period.

“**Intellectual Property Right**” or “**IPR**”: any pre-owned and existing rights in any registered or unregistered patent, design right, copyright, database right, topography right, trademark, service mark, logo, any application to register these rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

“**Network**”: Customer’s IT network systems.

“**Network Device**”; Customer’s equipment connected to the Network.

“**Order Form**”: the Service Provider’s recommended order form for the sale and supply of IT Solutions. After signature of the Sales Order and Maintenance Form for the Supply of IT Solutions, subsequent orders may be placed by a valid purchase order to which the terms of the Documentation shall apply.

“**Party**”, “**Parties**”: either the Customer or Service Provider or both collectively.

“**Person**”: a third-party individual, firm, corporation, business trust, partnership, or other entity and shall include any successor of such entity.

“**Personal Data**”: personal data (as defined by Data Protection Law) supplied by the Customer to the Service Provider for the purpose of providing the Services, or information which is collected and held by the Service Provider on behalf of the Customer while providing the Services under a Contract.

“**Services**”: includes, but not limited to, the installation, configuration, consultancy, professional services (delivered by consultants and defined in the Documentation), including the supply of the Software, Solution and other solutions selected by the Customer in the Documentation.

“**Site**”: the location(s) and initial point of installation of the Services as specified in writing by the Customer and agreed as serviceable by the Service Provider.

“**Site Content**”: data or other information maintained or otherwise stored on the Customer’s Network Device and Network.

“**Software**”: the programs in object code form and either identified by title and reference number or supplied as embedded software.

“**Solution**”: the Software, Support, or other IT solution(s), e.g. cloud infrastructure, remote monitoring and management delivered according to the terms of the Agreement, as may be requested by or supplied to the Customer in the Documentation.

“**Statement of Work**” or “**SOW**”: the specifications, of the Software and Solutions to be provided by the Service Provider as requested and approved by the Customer.

“**Support**”: the support services described in the Documentation and/or support resulting from a network fault, bugs on software, configuration errors or hardware faults, which may include advice given by telephone, e-mail, the Service Provider’s website, remotely or on-Site visit, as determined by the Service Provider, during Working Hours in relation to a fault to the Customer’s

Network (following receipt of a request from the Customer to diagnose and/or rectify such fault).

"Term": the Initial Term stated in the Documentation and any continuation or extended period thereafter.

"Working Days": Monday to Friday, GMT 0900 to 1730, excluding UK bank and public holidays.

2. SITE CONDITIONS

2.1 The Service Provider reserves the right to inspect the Customer's office space, Network and Network Devices prior to or upon the commencement of the Term as is necessary for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network. Unless stated otherwise, said inspection shall be charged to the Customer at standard billing rates as outlined in the SOW.

2.2 The Network will be deemed eligible for the supply of the Services provided it is in good condition and the following requirements and site environmental conditions are met:

- (i) The Customer shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by the Service Provider's representatives.
- (ii) The Service Provider's representatives shall have full access to the Network to affect the necessary monitoring and/or supplemental services subject always to the availability and bandwidth of the VPN internet connection.
- (iii) The Service Provider reserves the right to suspend or terminate the provisions of the Solutions if in its sole discretion, conditions at the service Site pose a health or safety threat to any of the Service Provider's representatives.

2.3 It is the responsibility of the Customer to promptly notify the Service Provider of any events or incidents that could impact the Services in accordance with the Service Provider's network policies then in effect.

2.4 The Customer agrees that it will promptly inform the Service Provider of any modification, installation, or service performed on the Network that relate to the Services provided by the Service Provider, by individuals not employed by the Service Provider in order to assist the Service Provider in providing an efficient and effective Network support response.

2.5 Only representatives authorised by the Service Provider will be eligible to access and service the Network to supply the Services under this Agreement. Any unauthorised access or service conducted on the Network without the explicit consent of the Service Provider which results in a network performance-related issues will not be covered by the Charges and will be billed according to the Service Provider's agreed rates.

3. TERM

3.1 The Term shall be as stated in the Documentation, commencing from the date of signature by the Service Provider or the supply of the Services, whichever is the sooner.

3.2 Any proof of concept and/or trial period must be agreed with the Service Provider before commencement for terms to be agreed in writing.

3.3 The Term shall continue until terminated in accordance with the termination provisions herein or as stated in the Documentation, as is applicable.

3.4 In the absence of termination, the Term shall continue for twelve (12) monthly periods unless terminated on ninety (90) days' written notice.

3.5 Where termination under clause 3.4 applies, the termination date shall take effect after the expiry of the subsisting twelve (12) monthly period and the Customer shall pay all charges incurred and accruing to the date of termination.

3.6 Termination of this Agreement shall not affect the Term of each Contract and the Parties shall continue with their respective obligations.

4. CHARGES & PAYMENT

4.1 Charges shall be fixed for the Initial Term and shall be subject to an annual increase at the higher of the then prevailing RPI rate or 5% for each consecutive twelve (12) monthly period.

4.2 Where applicable, the Charges may be increased during the Term to cover third party costs imposed on the Service Provider.

4.3 Where the Customer has purchased Services that are subject to variable charging (particulars of which may be set out in any Solution Design or SOW), the Customer accepts and agrees that the charges may differ each billing period, whether monthly, quarterly or such other agreed billing period. In such instances, the Customer and Service Provider may discuss the reconciliation of the charges to adjust or agree any applicable increase to align to the Customer's agreed service usage.

4.4 Unless otherwise stated, invoices will be raised in advance of the supply of the Services, payable within thirty (30) days from the date of invoice without any deduction, reduction, set-off, claim or counterclaim for damages or any other reason.

4.5 Any non-standard invoicing discussions must be discussed and agreed with the Service Provider and the Service Provider shall apply a charge, to be discussed with the Customer for such arrangements.

4.6 Any dispute to an invoiced amount must be made to the Service Provider in writing within ten (10) days of the date of the invoice, outlining the nature of the dispute. The Customer must pay any undisputed portion of the Charges within the payment terms whilst the Parties resolve the disputed balance.

4.7 Without prejudice to any other remedies it may have in the event of payment default, the Service Provider may:

- (i) suspend the supply of Services;
- (ii) disable passwords;
- (iii) apply and seek recovery of late payment interest on any overdue undisputed Charges at 3% per annum above the Bank of England lending rate arising from the due date until payment in full; and
- (iv) recover its reasonable costs incurred, including legal fees, in enforcing these and any other agreed payment terms.

5. SUPPORT

5.1 The supply of the Services is contingent on the Customer giving the Service Provider remote access to the Customer's Network, for example: VPN, Citrix/AccessIT, Telnet, SSH, RAS or other solution expressly approved by the Service Provider.

5.2 Support is provided in accordance with the terms of the SOW or solution design and does not include the correction of any fault due to the Customer's failure to:

- (i) to follow the Service Provider or Solution owner's reasonable instructions.
- (ii) satisfy any recommended backup schemes and/or failure to follow advice given by the Service Provider.
- (iii) have anti-virus software installed on its Network Device with current updates.
- (i) restore loss data caused by Network systems or hardware failure.

6. SOFTWARE

6.1 The Software and all copies thereof will at all times remain the sole and exclusive property of the Software owner, and the Customer shall not obtain title to the Software.

6.2 The Customer shall use the Services in accordance with the EULAs provided or required by the licensor(s) in the licences for software included within any equipment provided by the Service Provider.

6.3 For the Initial Term, the Service Provider shall be responsible for providing ongoing support and maintenance for the Software which shall include software patches and fixes to correct latent defects and software updates or incremental software releases that provide minor improvements to the Software.

6.4 Software and Support are supplied to current versions of the licensed software and expressly exclude modifications made by the Customer or its agent to the Software, or issues arising from incompatible or defective Customer IT or

infrastructure or use of the Software in breach of the Documentation.

6.4 In the event of any conflict between the licensor's terms and this Agreement, the licensor's terms shall prevail only in relation to the use of the Software.

6.5 The Customer shall be responsible for undertaking measures to ensure the confidentiality of Customer passwords. If a Customer password is lost, stolen or otherwise compromised, the Customer shall promptly notify the Service Provider, whereupon the Service Provider shall issue a replacement password to the Customer's authorised representative and take such other action as may be appropriate given the circumstances, at no cost to the Customer.

6.6 Customer acknowledges that unless specifically contracted as an element of the Services, the Service Provider does not create or maintain an archive or backup of any data, Site Content or other information maintained or otherwise stored on the Service Provider Equipment and The Service Provider shall have no liability to the Customer or any other person for loss, damage or destruction of any Site Content.

7. SERVICE PROVIDER'S WARRANTIES

7.1 The Service Provider can help the Customer to select Services specified by the Customer in the Documentation, but the Customer's assessment and selection of the Services remains its sole responsibility.

7.2 The Service Provider makes no warranty, express or implied by law as to the suitability of the Services nor their fitness for the Customer's particular purpose and is supplied subject to the exclusions stated on the Documentation.

7.3 The Service Provider warrants that:

- (i) it owns, or has obtained valid licences, consents, permissions and rights from the rightful owners to enable it supply the Services for the Customer's use and receipt of the Services, and the Service Provider shall not breach, the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;
- (ii) it shall comply with all applicable laws and regulations in performing its obligations under the Agreement;
- (iii) all personnel sub-contractors used by the Service Provider in the performance of the Agreement are adequately skilled and experienced for the activities they are required to perform;
- (iv) for the avoidance of doubt, the Service Provider shall remain liable for the acts, omissions and performance of its appointed sub-contractors.

7.4 The Services are provided within Working Hours. Any services or support provided outside of the Working

Hours or at a new location or outside the UK will be subject to additional charges agreed in advance with the Customer.

7.5 The Service Provider shall provide its Services in an efficient, effective, professional and safe manner and in accordance with the applicable Documentation and any agreed service levels.

7.6 Given the nature of the Services, any timings and dates shall be estimates only. The Customer expressly agrees that time shall not be of the essence in the supply and performance of the Services, but the Service Provider shall use reasonable endeavours to meet specified timings and deadlines.

7.7 The Service Provider shall provide and maintain a remote, monitoring and management help desk, which will be the primary point of contact for all queries and communications regarding the Services, service level incidents, contactable by telephone and the Supplier support ticket system/portal will be available 24 hours a day, 7 days a week, 365 days a year.

8. THE CUSTOMER'S OBLIGATIONS

8.1 The Customer will:

- (i) at pre-delivery or pre-installation of the Solutions, promptly notify the Service Provider of:
 - (a) any events or incidents which could impact the supply of the Services; and/or
 - (b) the Customer's supplemental service needs;
- (ii) within ten (10) days from installation or the supply of the Services, inform the Service Provider of any defects in the Services;
- (iii) provide all assistance and other information necessary for the Service Provider to diagnose and/or remedy any fault;
- (iv) maintain current backups of all data and adequate virus protection systems for its business, as the Service Provider does not create nor maintain an archive or backup of any data or the Site Content;
- (v) be responsible for the confidentiality of Customer passwords allocated to it by the Service Provider. If a password is lost, stolen or otherwise compromised, the Customer must promptly notify the Service Provider, whereupon the Service Provider shall issue a replacement password to the Customer's authorised representative and take such other action as may be appropriate.

9. CUSTOMER'S USE OF THE SERVICES

9.1 Subject to the terms of the Agreement, the Service Provider grants to the Customer a limited, non-exclusive, non-transferable right and license to use the Software for and during the Term.

9.2 The Customer may only use the Services for moral, ethical and lawful purposes and in accordance with the provisions of the Documentation.

9.3 The Customer may not licence, sub-licence, sell, re-sell, rent, lease, transfer, distribute the Software or other Services to any third party without the written consent of the Service Provider.

9.4 In the event that the Service Provider can demonstrate it has good reason to believe that the Services are being used in contravention of the terms of the Agreement and/or the Service Provider's instructions, the Service Provider has the right to immediately suspend the Services, without liability to the Customer, within two (2) Working Days after giving the Customer a notice to cease to use the Services in any manner contrary to these terms.

10. LIABILITY

10.1 This clause sets out the entire liability of the Service Provider (including any liability for the acts or omissions of its employees, agents and/or sub-contractor) to the Customer:

- (i) arising under or in connection with this Agreement;
- (ii) in respect of any use made by the Customer of the Services and Documentation or any part of time, and
- (iii) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

10.2 Neither Party shall exclude or limit liability for:

- (i) Fraud
- (ii) Death or personal injury resulting from the Parties' or their employees' negligence; or
- (iii) Any matter which cannot be excluded by or limited in law.

10.3 Except as set out in Clause 10.2, neither Party shall be liable to the other whether in contract, tort (including but not limited to negligence) or otherwise for any indirect or consequential loss including: (i) loss of profits; or (ii) loss of revenue; or (iii) loss of or depletion to goodwill; (iv) loss of anticipated savings; or (v) loss of use of or damage to data or software.

10.4 The Service Provider shall not be responsible for any failure or delay in performing its obligations to the extent that such failures or delays are caused by any:

- (i) inaccuracies or omissions in the solutions specification, or information supplied or not supplied by the Customer in respect of the software; or
- (ii) acts or omissions of the Customer or a third party (other than the Service Provider's agents); or
- (ii) delays in or failure by the Customer to perform any of its obligations under the Agreement.

10.5 Notwithstanding the foregoing the Service Provider's liability shall not exceed the value of the total of the

annual Fees paid by the Customer in respect of this Agreement or as stated in any Solution Design document or SOW.

11. INTELLECTUAL PROPERTY

11.1 The Service Provider's and/or Solutions owner's pre-existing proprietary Intellectual Property Rights shall always remain with the Service Provider or Solution owner and except as provided in this Agreement the Customer is not granted any rights in any Intellectual Property embodied in the Services and additional services developed by the Service Provider on behalf of the Customer, including but not limited to all:

- (i) patent, copyright; trademark and other Intellectual Property Rights therein; and
- (ii) methodologies, processes, techniques, ideas, concepts, trade secrets and knowhow embodied in the Products, Services and additional services.

11.2 Except to the extent that such operations cannot be prevented or restricted by law, the Customer is not permitted to modify, reverse engineer or decompile the Products in anyway whatsoever.

11.3 Nothing in this Agreement affects either Part's rights in its pre-existing Intellectual Property Rights (including pre-existing Intellectual Property Rights of either Party contained in or relating to Confidential Information and Data).

11.4 The Service Provider acknowledges and agrees that the Customer owns and retains all rights, title and interest in the Customer Data. The Service Provider shall have no rights to access, use or modify the Customer Data unless it has the prior written consent of the Customer.

11.5 The Service Provider shall, at all times during and after the Term, indemnify the Customer and keep the Customer indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Intellectual Property Rights ("**IPR Claim**") used to provide the Services other than in respect of the Customer's software any IPR Claim except to the extent that such liabilities have resulted directly from the Customer's failure to properly observe its obligations under clause 11.6.

11.6 The Customer shall:

- (i) notify the Service Provider in writing of any IPR Claim;
- (ii) allow the Service Provider to conduct all negotiations and proceedings and provide the Service Provider with such reasonable assistance as is required by the Service Provider, each at the Service Provider's cost, regarding the IPR Claim; and
- (iii) not, without prior consultation with the Service Provider, make any admission relating to the IPR Claim or attempt to settle it, provided that the Service Provider considers and defends any IPR Claim diligently,

using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute.

12. FORCE MAJEURE

12.1 Either Party may terminate this Agreement on thirty (30) days' written notice if the Services cannot be resumed within a period of sixty (60) days after a Force Majeure event occurs and such event is not attributable to the acts or omission of the Party wishing to rely on the Force Majeure.

12.2 Upon termination for a Force Majeure event the Customer will pay any arrears and Charges due and owing up to the date of the Force Majeure event immediately upon request.

13. CONFIDENTIALITY

13.1 Neither Party shall, without the prior written consent of the other Party, use, publish, or disclose to any other person, nor cause or permit any of its employees, agents or sub-contractors to use, publish or disclose any Confidential Information which it has received from the other, otherwise than for the performance of its duties under this Agreement; other than Confidential Information which:

- (i) becomes generally available in the public domain other than by its unauthorised disclosure by the receiving party; and/or
- (ii) has or may come into the possession of one Party otherwise than in breach of a duty of confidence to the other Party; and/or
- (iii) is already in the possession of a Party with the right to disclose; and/or
- (iv) is required to be disclosed by law, expressly including the obligations of Public Bodies under the Freedom of Information Act.

14. DATA PROTECTION

14.1 The Customer will ensure that any Personal Data provided to the Service Provider has been obtained fairly and lawfully and that it has obtained all necessary consents and otherwise complied with the DPA to enable it to pass such Personal Data to the Service Provider and for the Service Provider to process such Personal Data in accordance with this Agreement.

14.2 For the purposes of any processing under this Agreement, the terms of the Service Provider's Customer Data Processing Agreement (attached as an annex to this Agreement) shall apply.

15. ASSIGNMENT AND SUBCONTRACTING

Neither Party shall assign, transfer and/or sub-contract any benefit or obligation under this Agreement without the other Party's prior written consent.

16. TERMINATION

16.1 The Parties may terminate the Agreement with immediate effect on written notice if and as follows:

- (i) the Customer fails to make payment of any Charges within the Service Provider's payment terms on the expiry of the Service Provider's notice specifying the nature of the breach and the sums properly due and owing; and/or
- (ii) either Party fails to remedy any material breach within thirty (30) days of written notice to the other Party; and/or
- (iii) either Party is unable to pay its debts as they fall due, or becomes bankrupt, or begins negotiations with its creditors, or goes into liquidation or administration, or has a receiver or administrative receiver appointed over all or any of its assets, or is dissolved; and/or
- (iv) the other Party ceases to carry on business or a material part of its activities; and/or
- (v) there shall be any material change (e.g. fifty percent (50%+)) in the shareholding control of a Party; and/or
- (vi) a bailiff or other officer attaches, cedes, or impounds any of the Customer's goods pursuant to a Court Order or in Scotland an attachment is levied or attempted against any of its assets; and/or
- (vii) become aware that any information supplied by the Customer pursuant to this Agreement is found to be false in a material respect.

16.2 In the event the Agreement is terminated by the Service Provider for Customer fault/cause, the Customer shall pay the Service Provider for all Services and Charges that would be payable for the remaining balance of the Term or continuation period, as the case may be.

16.3 Upon termination of the Agreement for default or where any specified time-limit imposed has expired, the Customer shall cease using the Software and promptly return all copies of the Software, and associated documentation and other Confidential Information in its possession and control.

17. GENERAL PROVISIONS

17.1 The Agreement contains the entire agreement between the Parties in respect of the supply of the Services to the exclusion of any other document including any terms written on the Customer's purchase order or supplier application forms.

17.2 Save for as given herein, no other agreements, representations or warranties, whether oral or written, shall be deemed to bind the Parties with respect to the Agreement.

17.3 The terms of the Agreement may only be varied in writing as agreed and executed by senior authorised officers of each Party.

17.4 A Person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999.

17.5 The Parties agree that this is a commercial agreement between business organisations and expressly excludes consumer-related legislation and regulations.

17.6 If any clause or part of a clause is found to be unenforceable then that clause or part may be severed and will not affect the enforceability of any other provisions of this Agreement.

17.7 The waiver of a breach or default by either Party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right; power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party. 17.7 Any notice shall be in writing and served upon the recipient at its address set out in the Order Form by registered post or receipted email.

17.8 Save as otherwise expressly provided all Charges and additional charges are expressed exclusive of value added tax ("VAT") and any VAT arising in respect of any supply shall be paid to the Service Provider by the Customer in addition to the Charges.

17.9 Where the Agreement is executed by e-signature or electronically scanned signature of each Party, it shall be accepted and binding on the Parties as if such copy was an original signed version.

17.10 This Agreement shall be governed by and construed under English law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.