

HARDWARE MAINTENANCE

SERVICE TERMS: ExpressConnect

These service terms (the **Service Terms**) apply to the provision of the Supplier's ExpressConnect monitoring platform (**Monitoring**) and web-based portal or other application programming interface (**API**) connection (the applicable **Portal**, and collectively with the Monitoring Services, the **ExpressConnect Services**) by Service Express, LLC, or any Affiliate of it identified in the Order (**Supplier**) to the customer identified in the Order (**Customer**) (Supplier and Customer together being the **Parties** and each a **Party**). They are supplemental to the terms and conditions of the applicable contract formed between the Parties (**Contract**) and apply only to the ExpressConnect Services supplied pursuant to the Contract.

1 Definitions and Interpretation

1.1 Unless otherwise defined in these Service Terms, words and expressions used in these Service Terms have the same meaning as set out and defined in the Contract. The rules of interpretation, including the order of precedence, set out in the Contract apply to these Service Terms.

2 End User License Agreement and Provisioning of the Portal

2.1 The Customer acknowledges that the terms of the Supplier's Portal & API Terms of Use (accessible via the following link:

<https://serviceexpress.com/policies/terms-of-use/>)

(**EULA**) shall apply to the provision and operation of the Supplier's Portal, and hereby agrees to adhere to the terms and conditions contained in the EULA. As such, the EULA shall be incorporated into the applicable Contract by reference. The Supplier is the proprietary developer of the Portal, and the Portal shall at all times remain the property of the Supplier. The remainder of these Service Terms are in addition to and supplemental to the terms of the Contract and the EULA.

2.2 Where requested by the Customer, or any user, Supplier shall provision access to the Portal in accordance with the EULA. Customer confirms, warrants and represents to Supplier that any user who submits a request to Supplier to access the Portal is duly authorized by the Customer to access the Portal.

2.3 The Supplier shall provide the Customer with access to a web-based Portal. It may also make an API-based Portal (the **API Portal**) available to the Customer in connection with the Monitoring Service, as agreed between the Parties in writing. Where the API Portal is supplied in connection with the Monitoring Services, the Customer will be able to view real-time infrastructure monitoring and analytics of all Equipment agreed between the Parties to be monitored by the Monitoring Services. The Customer acknowledges that all guidance, reports and analytics generated from the functionality of the Portal (including the API Portal) are indicative only and the Supplier expressly disclaims all warranties and representations, whether express, implied, or otherwise in relation to any reliance being placed upon them. The Customer acknowledges that all data, content or resources which it may access through any third-party applications or Equipment connected by the Customer to the Portal are the sole responsibility of the person from which they originated, and that the Supplier is not liable for any loss or damage that Customer may experience as a result of the use or access of any of those third party applications, Equipment, data, content, or resources.

3 Monitoring Services

3.1 The Supplier offers an automated monitoring service to monitor the performance of Equipment elected by the Customer (and notified to the Supplier in writing) to be monitored (the **Monitoring Services**). The Customer shall provide the Supplier with any and all information for the Supplier to provide the Monitoring Services including, but not limited to, details of the wet mask gateway and document management system.

3.2 Where the Customer has elected to receive the Monitoring Services, the Monitoring Service shall log and identify alerts from connected and monitored Equipment. Any Equipment or other hardware or device not connected to or agreed to be monitored by the Monitoring Service shall not be monitored for alerts. Subject to the terms of the Contract, Supplier shall use its reasonable endeavors to identify any alert showing a fault or failure of or with the supported Equipment (an **Incident**), based on its standard assessment criteria in force from time to time for the applicable Equipment. The Supplier shall only perform Monitoring Services during the cover period specified in the Contract, or, where no cover period is specified, on a 24x7 basis.

3.3 Where the Supplier identifies any actual or potential Incidents following an alert identified by the Monitoring Service, they shall be responded to (and Corrective Maintenance supplied) pursuant to and in accordance with the terms of the Contract, including any applicable Service Levels set out therein, as if such Incident had been reported directly by the Customer to the Supplier.

3.4 The Customer acknowledges that the Monitoring Services are provided on an "exceptions only" basis against the Supplier's standard thresholds in operation from time to time. Only new or unexpected events (including any pre-set threshold breaches) shall be flagged and escalated to Supplier through the Monitoring Service. Any matter that is not a new, unexpected or exceptional event will not be identified to Supplier under the Monitoring Service.

3.5 Customer acknowledges that it is not possible, and the Supplier is not providing nor guaranteeing, a fault-free service or event monitoring capability and Supplier shall have no liability where any event and/or Incident is not detected or reported by the Monitoring Services.

4 Virtual Machine

4.1 The Customer shall, in order to benefit from the Monitoring Services, install (or permit Supplier to install) a virtual machine in the Customer's managed environment for the sole purpose of performing the Monitoring Services. The virtual machine shall be configured by Customer at the direction of the Supplier.

Customer shall make, or permit Supplier to make, any configuration alterations, updates, patches or other changes to the virtual machine as Supplier may reasonably request from time to time. Customer also hereby permits Supplier to remotely access the virtual machine for the purposes of performing the ExpressConnect Services (including but not limited to remote configuration and/or the transmission of alert data regarding the Equipment). The Customer acknowledges that the virtual machine shall be required to obtain, store and/or transmit back to the Supplier certain technical information regarding the monitored Equipment (**Relevant Data**) in order for the Monitoring Service to operate (including but not limited to data such as SNMPv3 data or authentication phrases). Customer hereby consents to the Supplier collecting, storing and transmitting such data for the purposes of performing the ExpressConnect Services. Customer further acknowledges that Relevant Data may be transferred outside of the geographic location or country in which it is obtained and, by receiving the Monitoring Services, consents to any such data transfer of the Relevant Data by Supplier.

- 4.2 **Installation:** The Customer shall attend a telephone call or virtual meeting (as applicable) with the Supplier in order for the Supplier to demonstrate and/or instruct the Customer in how to install the virtual machine, or grant the Supplier the relevant permissions to install the virtual machine directly, on behalf of the Customer. The Customer shall ensure that any applicable firewall(s) it operates shall not prevent the virtual machine from monitoring the performance of the Equipment and shall ensure that the firewall(s) and virtual machine are appropriately configured to permit the transmission of monitoring data back to the Supplier and the Portal. The Supplier shall notify the Customer when the virtual machine requires software updates, and the Customer shall comply with the instructions of the Supplier to install such updates.

5 Warranty, Platform Enhancements and Maintenance

- 5.1 All reports, logs, outputs, guidance, advice or support (**ExpressConnect Information**) provided as part of the ExpressConnect Services are provided on an "as is" basis only. Supplier provides no warranties or guarantees of any kind (whether express, implied or statutory) (and disclaims all such warranties or guarantees of any kind to the fullest extent permitted by law) in respect of the ExpressConnect Services, including the accuracy or completeness of any such ExpressConnect Information.
- 5.2 The Supplier reserves the right to upgrade, modify, or enhance the ExpressConnect Services over time, including amending or withdrawing any feature or functionality, the introduction of new features or the performance of security updates. The Supplier provides no warranty or guarantee regarding the availability or non-availability of any feature or functionality of the ExpressConnect Services at any time. The Customer understands its purchase of the Services under the Contract does not mean it is buying the right to use any particular feature of the ExpressConnect Services; the

Supplier shall not be liable to the Customer for any unavailability of any the ExpressConnect Services' features.

- 5.3 The ExpressConnect Services (including the Portal and/or the API Portal) may be interrupted or inaccessible from time to time (for example, for maintenance or upgrades, or as a result of Customer losing connectivity through which to access the Portal). In addition, the Supplier may update any administrative or technical Credentials from time to time without prior notice, or require the Customer to make reconfiguration changes or updates to the Customer's environment to ensure continued compatibility with the ExpressConnect Services. Failure or delay by the Customer to implement such reconfiguration or update to Credentials as directed by the Supplier may result in an interruption to the ExpressConnect Services. The Supplier shall have no liability to the Customer for the unavailability of or interruption to the ExpressConnect Services for any reason.
- 5.4 Any alteration, improvement, enhancement, interruption, amendment, discontinuation or other change to the ExpressConnect Services or any part thereof (a **Change**) may be made by the Supplier without prior notice, though Supplier will use reasonable endeavors to provide Customer with notice of any such Change as soon as reasonably practicable to do so. By continuing to use the ExpressConnect Services, the Customer agrees to any Change(s) made to them. If any Change is not agreed, the Customer must cease accessing the ExpressConnect Services, but Charges shall still apply notwithstanding any cessation of use by the Customer.

6 Security

- 6.1 The Customer acknowledges that the Supplier shall not be responsible for the Customer's security, password controls or credentials to access the ExpressConnect Services.

7 Support

- 7.1 Any and all support that the Customer requires in relation to access to the ExpressConnect Services, any ExpressConnect Services technical issues or any other queries must be notified to the Supplier in accordance with the Supplier's standard support procedures in operation from time to time (and as may be notified to the Customer from time to time). The Supplier gives no warranty as to a minimum response time to satisfy any query or support ticket raised to the Supplier regarding the ExpressConnect Services.

8 Termination

- 8.1 Upon termination or expiry of the Contract, the Supplier shall deactivate all Customer user accounts and remove the Customer's access to all Portals and the ExpressConnect Services. The Supplier shall have no liability in respect of any data lost or destroyed following the deactivation of any Portal and Customer must remove, backup or copy all data it wishes to retain prior to the deactivation of all Portals and all user accounts and the disconnection of the ExpressConnect Services. The Customer shall permanently delete the virtual machine from the Customer's managed environment

within one (1) Working Day of the date of termination. Supplier shall be entitled to access the virtual machine and remotely delete or deactivate it if the Customer fails to delete or deactivate it within one (1) Working Day under this Clause.