

Supplemental Schedule for Support and Maintenance of Reprographic Equipment

This Schedule details the specific terms and conditions that apply to the supply and maintenance of Reprographic Equipment in addition to the Terms and Conditions at <https://cvdgroup.com/legal/>.

1. Support and Maintenance of Reprographic Equipment

1.1. Where forming part of an Order, Support for Reprographic Equipment shall comprise the maintenance of reprographic devices as listed on the Order, including any manufacturers' firmware and OneStop or other relevant monitoring software when included (the "Reprographic Devices") and/or the software identified on the Order, which are installed at the location(s) specified on the Order.

1.2. The Customer shall notify Charterhouse of any fault in the Reprographic Devices and/or any required repair immediately by telephone, and shall promptly provide Charterhouse with any information which Charterhouse reasonably requires to enable Charterhouse to provide Services in accordance with this Agreement

1.3. For Reprographic Devices, the Customer shall:

- (a) provide a suitable location for the Reprographic Devices including power and telephone/internet line(s) supply and free from dust/damp;
- (b) not neglect, misuse, move or relocate the Reprographic Devices or make changes to them without the written consent of Charterhouse (such consent not to be unreasonably withheld, although any assistance provided by Charterhouse with relocation may be chargeable as Professional Services);
- (c) not obtain service for the Reprographic Devices from any other entity at any time;
- (d) make available all documentation, media and software necessary for the efficient maintenance of the Reprographic Devices; and
- (e) be responsible for those duties and requirements in respect of the Reprographic Devices as prescribed in the related user/operator manual (plus associated documentation), this Agreement, training recommended relating to the Reprographic Devices, Charterhouse's website or other best practice guidance and in Charterhouse's or the manufacturer's published specification for the Reprographic Devices, all of which the Customer acknowledges as having received, read and understood. For the avoidance of doubt, the Services do not cover work which can reasonably be considered to be routine operation of the Reprographic Devices such as installing toner or clearing paper jams.

1.4. The Customer agrees not to not alter, modify or enhance Software installed on the Reprographic Devices or merge it with other software save as advised by Charterhouse, and perform regular maintenance on such Software including regular and successful data back-ups, regular scanning for viruses and other malicious software and recommended maintenance in line with the manufacturers' published recommendations.

1.5. Exclusions to Support for Reprographic Devices.

The Services do not include, and the Customer will be charged separately for:

- (a) Services in respect of Reprographic Devices not detailed in this Agreement;
- (b) work done or services provided at the Customer's request due to improper maintenance or support of Reprographic Devices or where no fault is found or where Customer has not met its obligations under this Agreement;
- (c) any maintenance, support work or service not expressly included in an Order;
- (d) services rendered significantly more difficult because of changes, alterations or additions to the Reprographic

Devices other than by Charterhouse or difficulty in accessing the Reprographic Devices; or

- (e) attendance to faults caused by operation of the Reprographic Devices outside design specifications or manufacturer recommended volumes or not in accordance with documentation or manuals for the Reprographic Devices or Software.

1.6. The Services for Reprographic Devices do not include any work required:

- (a) because software or other contingent data has been lost or damaged by any person as a result of:
 - (i) use of products in conjunction with equipment not approved by Charterhouse,
 - (ii) any cause other than fair wear and tear, for example neglect, misuse or excessive force
 - (iii) failure due to fluctuation of power, air conditioning or humidity control or other environmental conditions (e.g. damp, dust or radiation) or any defect or failure in telecommunications networks;
 - (iv) the neglect or fault of a third party; or
 - (v) any insured risk;
- (b) for the restoration of supported software or supply of new versions of software not included in the Services;
- (c) because of specification changes, addition and/or removal of accessories, attachments and other devices or alterations or any external electrical work;
- (d) which would in have been unnecessary if the Customer had installed and implemented available software updates or upgrades, whether or not separately chargeable by Charterhouse;

1.7. The Services for Software do not include:

- (a) any on-site support unless separately agreed from time to time;
- (b) support for software not listed in this Agreement;
- (c) user training or administrative tasks;
- (d) restoration of Software or supply of new versions of Software not included in the Services;
- (e) removal of viruses, Trojan horses, spyware, adware, bugs or other disabling or malicious code or software from the Customer's systems or the repair of damage caused by any of the foregoing;
- (f) the evaluation, recovery and repair of the underlying server or database infrastructure and associated data;
- (g) recovery of Software following theft, destruction or failure of underlying server or database infrastructure, services in respect of equipment or peripheral devices not detailed in this Agreement;
- (h) Support calls resulting from changes made by the Customer;
- (i) administrative issues (including loss of data) or assistance with issues which are dealt with during training;
- (j) replacement of lost, stolen or damaged licensing certificates or media; and/or
- (k) any time spent by Charterhouse in providing Services which would in Charterhouse's reasonable opinion have been unnecessary if the Customer had installed and implemented available Software updates or upgrades, whether or not separately chargeable by Charterhouse.

2. Early Termination Fees

2.1. The Early Termination Fees are:

- (a) where quarterly charges are specified: 100% of the quarterly charges payable for the remainder of the current and subsequent quarter; and 49% of the quarterly charges payable for the remainder of the Term thereafter; or
- (b) where no quarterly charge is specified, 49% of the Customer's average quarterly invoice value payable for the rest of the Term thereafter.

3. Pricing and Payments

3.1. This Agreement is subject to a minimum quarterly charge of ninety (90) pounds per Reprographic Device.

- 3.2. For the Initial Term only, any stated charge per sheet includes parts, labour and consumables required to produce copies (save where standard toner is as not included) but not paper, waste toner collector or staples. Where toner is included, this shall include toner usage up to 10% coverage. Where, in Charterhouse's reasonable opinion, toner usage exceeds 10% Charterhouse reserve the right to charge for the additional toner.
 - 3.3. Paper, waste toner, other non-included toner and staples will be invoiced separately if and when these are ordered by the Customer.
 - 3.4. Some Reprographic Devices, particularly colour photocopiers, may have more than one meter. These Reprographic Devices may have separate costs per sheet as indicated on the Order and all meter readings for all Reprographic Devices must be provided on request.
 - 3.5. Charterhouse will collect meter readings automatically using OneStop or other relevant monitoring software. If this is not possible 5% uplift may apply to the charges for the related meter readings to cover the additional costs of obtaining the readings. Should it become necessary for an engineer to attend the Customer's premises to obtain a meter reading Charterhouse reserves the right to also charge for such attendance at its then current rates. At Charterhouse's option, Charterhouse may charge based upon an estimate calculated from previous usage. Adjustments will be made on the subsequent invoice.
 - 3.6. Should the Customer redirect printing to equipment other than the Reprographic Devices such that a quarterly invoice based upon a meter reading is less than 50% of the average quarterly invoice over the preceding year then Charterhouse shall be entitled to charge 49% of the average quarterly invoice rather than the amount based upon usage.
 - 3.7. The cost per sheet is based on single-sided, A4 sized paper. A3 or double-sided copies shall count as two copies, and double sided A3 copies shall count as four copies.
 - 3.8. Charterhouse will invoice the Customer quarterly in arrears for the actual usage recorded on the meter card or such other amount estimated by Charterhouse in accordance with this clause at the applicable meter rate.
 - 3.9. If the parties agree a minimum payable number of copies, the Customer shall make payment for this amount quarterly in advance. Any copies over that minimum number will be included in the following quarterly invoice. Where different Reprographic Devices have different charges per sheet and the Customer has exceeded the minimum number of copies, Charterhouse will apply the lowest price per sheet first going up to the highest.
 - 3.10. Charterhouse shall retain ownership of items supplied by it pursuant to its service obligations hereunder until payment has been received.
- 4. Property**
- 4.1. Any replacement parts supplied by Charterhouse during the Term shall remain the property of Charterhouse.