

PRaaS Terms & Conditions (2021 v1)

THESE PRAAS TERMS AND CONDITIONS (these “**Conditions**”) form part of the Contract signed by **Canon** and the **Customer** (each a “**Party**” and together the “**Parties**”) in relation to a package of services for the management of print output (“**Print as a Service**” or “**PRaaS**”) which include **Subscription Services** supplied under licences supplied by NT-ware (“**Subscription Services Licence(s)**”) on **Equipment** supplied by Us and includes **Installation Services, Maintenance Services, Support Services** and **toner**. The following Schedules are attached to these Conditions:

Schedule 1 - DEFINITIONS AND INTERPRETATION

Schedule 2 - FAIR CONSUMPTION POLICY

EACH OF US AGREE AS FOLLOWS:

1. SERVICE SUMMARY

1.1 We will provide You with Print as a Service for a charge on a per device (per item of Equipment) basis (“**Charge**”).

2. DEFINITIONS AND INTERPRETATION

2.1 All definitions and rules of interpretation relevant to this Contract are set out in **Schedule 1**.

3. COMMENCEMENT AND TERM

3.1 **Commencement:** Print as a Service and this Contract shall commence on the date that You signed the Acceptance Note confirming that the Installation Services are complete (the “**Commencement Date**”) and shall continue for the Initial Subscription and thereafter on a Recurring Subscription basis until and unless terminated by either of us in accordance with the terms of this Contract.

3.2 **Term:** Following the expiry of the Initial Subscription either of us can terminate the Contract by giving the other six (6) months’ written notice of termination (the Initial Subscription and each Recurring Subscription being the “**Term**” of this Contract).

4. ORDERS

4.1 **E-Ordering:** Subject to clause 4.2, Print as a Service must be Ordered from Us electronically through Canon’s e-ordering system as specified by Us in the Territory. If it is not possible for You to place Your Order electronically, Your Order(s) may be placed with Us by email with Our prior written agreement.

4.2 **Your UniFLOW™ Online Licence(s):** Prior to Our creating Your Order You will be required to confirm to Us in writing that You have read and agree to the terms and conditions of the UniFLOW™ Online Licence which We will provide to you along with the other documents that form Your contract with Us.

4.3 **Device Registration Key:** You will be asked to Confirm Your acceptance of the UniFLOW™ Online Licence again as part of the onboarding process in order for You to receive Your Device Registration Key which is to be entered onto each item of Equipment in Your Fleet to link that Equipment to Your UniFLOW™ Online Licence in readiness to access and use the Subscription Services.

4.4 **Incorporation of these Conditions:** Each Order entered into between us will be governed by, and incorporate, these Conditions. Further, each Order upon execution, constitutes a separate legal agreement between us in relation to that particular transaction for the provision of Print as a Service.

5. PRINT AS A SERVICE

5.1 **General:** We will provide or procure the provision of the following:

5.1.1 as part of the Print as a Service offer (as set out in the Service Description):

- (i) the Equipment in accordance with clause 6 and the Technical Specification;
- (ii) the Client Component in accordance with clause 5.3 and the Technical Specification;
- (iii) the Installation Services;
- (iv) the Implementation Services;
- (v) Subscription Services in accordance with the UniFLOW™ Online Licence(s) and clause 5.2;
- (vi) support services (“**Support Services**” or “**Support**”); and

PRaaS Terms & Conditions (2021 v1)

(vii) the Maintenance Services in accordance with clause 7.3 and the Documentation;

5.1.2 where You require other services to supplement Print as a Service We will provide:

- (i) the Additional Services in accordance with clause 5.4; and
- (ii) Any Remedial Services in accordance with clause 5.5.

5.2 **Equipment/Subscription Services:** Subject to the terms and conditions of the Contract We hereby grant to You, in respect of each item of Equipment a non-exclusive, non-transferable (unless otherwise agreed with Us) right to use the Subscription Services in connection with the Equipment during the Term, solely in accordance with the Contract. Such use is limited to Your internal use only and Your use of the Subscription Services will be governed by the UniFLOW™ Online Licence.

5.3 **Client Component:** Elements of Print as a Service are provided via a software client component preloaded on to each item of Equipment ("**Client Component**"). You are hereby granted a non-exclusive and non-transferable right to use such Client Component as far as necessary to use Print as a Service which will terminate upon the expiration or termination of the Term.

5.4 **Additional Services:** The Additional Services provided by Us at Your request are standard Canon services that are complimentary to Print as a Service but not included in the Print as a Service package as listed in the Rate Card. Where You require Additional Services from Us We will provide those Additional Services to You as described in the relevant Order and we will invoice you for the associated Additional Fees for those Additional Services along with reasonable travel expenses and other costs incurred by Us ("**Reimbursable Expenses**") in connection with providing such services.

5.5 **Remedial Services:** Any services provided by Us for the support of Print as a Service required by Us to remedy any support or performance issues concerning Print as a Service caused by or resulting from Your failure to comply with Your Obligations under this Contract ("**Remedial Services**", We will invoice You for Our Remedial Services ("**Remedial Services Fees**") at our then current rates set forth in the Rate Card, which shall include reasonable Reimbursable Expenses incurred by Us in providing such services.

5.6 **Service and Control:** Except as otherwise provided in the Contract and as between ourselves and our licensors We have and will retain sole control over the operation, provision, maintenance, and management of Print as a Service and You have and will retain sole control over the operation, management of, and all access to and use of the Equipment, and sole responsibility for all access to and use of the Equipment by any Person.

5.7 **Data Processing Location:** All Print as a Service, including any Processing of Customer Data by or on Our behalf shall be provided solely from within, and on computers, systems, networks, and other infrastructure located in Our server or Our third party supplier's server location(s) and their hosted service providers.

5.8 **Changes We may make to Print as a Service:** We reserve the right, in Our sole discretion, to make changes to Print as a Service from time-to-time as well as any standard Canon service offers that are available as Additional Services that We deem necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Print as a Service to You; (ii) the cost efficiency or performance of Print as a Service; or (b) to comply with Applicable Laws; provided that such changes would not (i) materially alter or materially degrade the functionality or performance standards of Print as a Service; (ii) materially degrade the manner in which Print as a Service are provided; (iii) materially degrade the composition of Print as a Service; or (iv) increase Your cost for Print as a Service during the Initial Subscription or a then-current Recurring Subscription.

5.9 **Suspension of Services:** Without prejudice to Our right to terminate the Contract, We may suspend or otherwise deny Your access to or use of all or any part of Print as a Service to the extent and for the time period necessary to either comply with a judicial or other governmental demand or order, subpoena, or law enforcement request, or otherwise solely to prevent material harm to Print as a Service or where You have accessed or used Print as a Service beyond the scope of the rights granted herein (which includes, for the avoidance of doubt, the Fair Consumption Policy) or

PRaaS Terms & Conditions (2021 v1)

for a purpose not authorised under the Contract or where you have been involved in any fraudulent, misleading, or unlawful activities (any or all of the aforesaid being a “**Suspension Event**”). We will use best efforts to provide You with written notice of the Suspension Event prior to such suspension. This clause does not limit any of Our other rights or remedies under the Contract or at law and You acknowledge that the rights reserved by Us under this clause may need to be exercised by Us at short notice depending on the circumstances.

6. DELIVERY, INSTALLATION AND TESTING OF THE EQUIPMENT

- 6.1 **Equipment:** We will provide the Equipment to You as part of the Print as a Service in accordance with the Service Description and these Conditions.
- 6.2 **Delivery Date:** Delivery dates will be agreed in Your Order. Delivery dates are estimates only and whilst We or our nominated carrier will endeavor to meet the relevant delivery date, We will not be liable for any loss, costs, expense, liability, or damages You or someone else suffers because We did not meet these estimated dates.
- 6.3 **Delivery Location:** You are responsible for providing sufficient resources and staff at the Delivery Location at the time of delivery to enable Our Personnel to deliver the Equipment to the relevant Site(s). You must ensure that a member of Your staff is authorised to sign the delivery note confirming that delivery has taken place.
- 6.4 **Delivery by Instalments:** We may deliver the Equipment by instalments. In the event that it is necessary for Us to deliver the Equipment in instalments due to Our needs or requirements We will only charge you one delivery charge.
- 6.5 **Inspection, Confirmation of Delivery and Risk in the Equipment:** You must inspect the Equipment upon delivery. Your authorised person will be required to sign and date the delivery note that comes with the Equipment on Your behalf, to confirm that the Equipment has been delivered and that there is no visible damage. Risk in the Equipment shall pass to You on delivery and you will reimburse Us on demand for any loss and/or damage to the Equipment from that date onwards (Fair Wear and Tear excepted). You acknowledge that the Installation Services cannot commence until Our delivery of the Equipment to You is confirmed.
- 6.6 **Installation and Acceptance:** You must ensure that a member of your staff is available and has the necessary knowledge of, and authority to access, Your Customer Environment as part of the Installation Services we will provide to You. When installing the Equipment We may perform tests either upon completion of the Installation Services, or upon completion of any phase of the Installation Services and confirm to You that these tests have been completed by Our technical team. These will demonstrate that the Equipment and/or Software that is preloaded onto it performs substantially to Our Technical Specification and/or the Documentation and Your authorised signatory will be asked to confirm Your acceptance by signing an acceptance note (“**Acceptance Note**”). Unless you raise any issues within five (5) Working Days of the completion of the Installation Services You will be deemed to have accepted the Equipment.
- 6.7 **Inspection, Repair and Servicing of the Equipment:** Where required as part of Print as a Service, You agree to let Our service technician or authorised representative into the property where the Equipment and/or Software is installed during Our Working Day (or as needed to allow Us to meet Our obligations) to inspect, repair and service the Equipment, take Impression readings and a copy of the service log (if appropriate). We will follow any reasonable health and safety rules which may apply at Your premises which have been brought to Our notice. You agree to be responsible for providing any personal protective equipment for Our staff which is appropriate to Your working environment. You agree that We may suspend the aforesaid activities without liability, if in Our reasonable opinion Our staff are at risk.
- 6.8 **Meter reading:** We will take meter readings of the number of Impressions You make using Print as a Service as part of our Maintenance Services which include Emaintenance. We will use the meter readings to calculate the number of Impressions made by You for the purposes of clauses 8.1 and 8.2. We reserve the right to take additional meter readings at any time during the Term if we suspect

PRaaS Terms & Conditions (2021 v1)

(acting reasonably) that You are not using the Equipment in accordance with the Contract.

7. CARE OF THE EQUIPMENT, CUSTOMER OBLIGATIONS AND MAINTENANCE SERVICES

7.1 In relation to the Equipment, You shall:

- 7.1.1 always keep the Equipment and the Documentation safe and only use the Equipment and the Documentation, or allow it to be used, for the purpose for which it is designed and/or as otherwise authorised by Us;
- 7.1.2 only use the Equipment and the Documentation in accordance with the terms of the Contract the Fair Consumption Policy (clause 8 refers) and any written instructions or authorisation We may give You;
- 7.1.3 not move the Equipment or any part of it from the Site(s) without Our prior written consent;
- 7.1.4 not make any alterations or attachments to, or otherwise interfere with, the Equipment, nor permit any person (other than a person authorised by Us) to do so, without Our prior written consent and, if We give consent, agree that any alterations or attachments shall constitute part of the Equipment;
- 7.1.5 not use replaceable items or connect other fittings and accessories to the Equipment which We have not authorised. You must not allow anyone apart from Us to service the Equipment, without Our consent;
- 7.1.6 not sell, charge, assign, transfer or dispose of or part with possession of the Equipment or Our Documentation or any part of it;
- 7.1.7 not allow any lien, encumbrance or security interest over the Equipment, nor pledge Our credit for the repair of the Equipment or otherwise;
- 7.1.8 not use the Equipment to provide Bureau Services to third parties;
- 7.1.9 not claim to be owner of the Equipment or the Documentation and ensure that the owner of the Site(s) will not claim ownership of the Equipment or the Documentation, even where the Equipment is fixed to the Site;
- 7.1.10 obtain appropriate insurance against any damage to or theft or loss of the Equipment to its Full Replacement Value;
- 7.1.11 in addition to any other rights that We may have, reimburse Us for any losses, costs or liabilities arising from Your use or misuse of the Equipment or Documentation or where the Equipment is damaged, stolen or lost, except where the loss or damage to the Equipment is a result of Fair Wear and Tear or caused by Us;
- 7.1.12 ensure that the Equipment appears in Our name in your accounting books along with its Full Replacement Value;
- 7.1.13 where there is a threatened seizure of the Equipment, or an Insolvency Event applies to You, immediately provide Us with written notice so that We may take action to repossess the Equipment; and
- 7.1.14 notify any interested third parties that We own the Equipment and the Documentation.

7.2 **Our Property:** The Equipment and the Documentation will remain Our property at all times.

Maintenance Services

7.3 **Overview:** Maintenance services consist of:

- 7.3.1 fault repair;
- 7.3.2 other maintenance to the Equipment as may be required upon attending a service call;
- 7.3.3 helpdesk support from Us during the Working Day;
- 7.3.4 parts and labour; and
- 7.3.5 Emaintenance.

(the “**Maintenance Services**”).

7.4 **Repair:** At Our option We will either repair the faulty Equipment and/or part exchange it with Equipment in good working order in accordance with the Service Levels. Replaced parts of a repairable or reusable nature become Our property. We shall not be liable to dispose of or collect redundant replaced parts associated with the Equipment.

7.5 **Updates / upgrades:** You acknowledge that as part of the Maintenance Services We provide to You, We may either make updates or upgrades to the Client Component or any other software preloaded

PRaaS Terms & Conditions (2021 v1)

on the Equipment available directly to You, or remotely access Your Equipment in order to install them for You. Where such remote access is not possible, a service engineer will attend Your premises to affect any such update or upgrade.

8. FAIR CONSUMPTION

The Equipment and Toner

8.1 **Fair Consumption Policy:** We expect you to use Our Equipment and the toner we supply with it fairly. Accordingly, Your use of the Equipment and the toner is governed by Our Fair Consumption Policy (set out in **Schedule 2**).

8.2 **Toner:** Notwithstanding the provisions of clause 8.1 above, You undertake to use the toner supplied to you at a Site only on the Equipment We have provided to You at that Site under this Contract and not otherwise on other equipment or in relation to providing services to third parties in relation to scanning documents and colour printing (so called "**Bureau Services**"). Title of supplied toner remains with Us, until it is used by You in the Equipment. Where We have reason to believe (at Our sole discretion) at any point during this Contract that the amount of toner ordered by You is in excess of the amount of toner reasonably necessary to produce the number of Impressions being made by You as shown by the meter readings taken by Us under clause 6.8, We reserve the right to withhold the supply of toner to You. When considering whether the amount ordered by You is unreasonable in view of the number of Impressions made We will also consider the Technical Specification detailing the manufacturer's recommendations in relation to maximum number of Impressions for conventional office settings. We may also elect (at Our option) to:

8.2.1 charge you for toner already supplied to You that exceeds reasonable use against Our then current price list);

8.2.2 terminate this Contract; and/or

8.2.3 issue legal proceedings against You.

The Client Component

8.3 **Restrictions:** You agree not to copy, reproduce, export or deal in the Client Component or any parts of it in any way except as expressly permitted by these Conditions and save to the extent and in the circumstances, expressly permitted by Applicable Law.

8.4 **Interoperability:** You agree not to decompile, reverse engineer, disassemble or otherwise reduce any part of the Client Component to human-readable form nor permit any third party to do so.

Print as a Service

8.5 **Access / Use:** You shall not and shall not permit any of Your employees or other Person to, access or use Print as a Service or Documentation except as expressly permitted by these Conditions. In particular, You shall not access, store, distribute or transmit any Harmful Code or any material during the course of Your use of Print as a Service that is unlawful or infringes or otherwise promotes or facilitates the infringement of the Intellectual Property Rights of any person.

8.6 Without prejudice to any other rights that We may have at law or otherwise, Your breach of clause 8.5, shall be a Suspension Event.

9. THE CHARGES

9.1 **Print Service:** The fee for Print as a Service is for the Print as a Service offer only (those items included in PRaaS in the Service Description) for the relevant Payment Period and does not include the Other Charges (listed below) and shall be as specified in the Order along with the number of UniFLOW™ Online Licences required (one UniFLOW™ Online Licence per item of Equipment) (the "**Print as a Service Subscription Fee**"). The Print as a Service Subscription Fees for the Initial Subscription are payable in advance and will become due upon You signing the Order. Thereafter, the Print as a Service Subscription Fee shall be payable in advance for the relevant Payment Period in accordance with the Order.

9.2 **Other Charges:** In addition to the above, You agree to pay Us the following charges that are itemised

PRaaS Terms & Conditions (2021 v1)

in Our Rate Card but only to the extent that You order the services to which they relate:

- 9.2.1 the Additional Fees (if any); and
- 9.2.2 the Remedial Services Fee (if any);
- 9.2.3 Reimbursable Expenses (if any); and
- 9.2.4 any Sundry Charges (if any)

(as applicable) (any or all of the above being “**Other Charges**”) within 30 days of the date of Our invoice.

- 9.3 **Fee Changes:** We may, from time-to-time, adjust / increase the Print as a Service Subscription Fee and any sums payable for any of the Other Charges in the Rate Card on reasonable notice to You or on Our publication of the revised Rate Card (as the case may be) in accordance with Our current practices in the relevant Territory.
- 9.4 **No Deduction or Set-off/Disputed Invoices:** You must pay us the Print as a Service Subscription Fee without deduction or set-off on the date specified in the Order. If You dispute any of Our invoices You must inform us within five (5) (Working Days) of Your receipt of that invoice otherwise the sum charged will be deemed as undisputed.
- 9.5 **Late Payment:** If You fail to pay any undisputed amount which is due to Us under or in connection with the Contract by the due date for payment (whether We demand such payment or not) then We may:
 - 9.5.1 We will treat non-payment as a Suspension Event until such time as all outstanding payments are made; and/or
 - 9.5.2 We can attend at Your premises and collect any Equipment, unused toner and other items which We have supplied to You as part of the Service and invoice You for the Removal Fee; and/or
 - 9.5.3 You shall pay Us interest in the sum set out in the Rate Card on the overdue amount from the day after the due date for payment in accordance with these Conditions until actual payment of the overdue amount, whether before or after judgment. You shall pay Us the interest together with the overdue amount and in addition Our reasonable legal and administrative costs and expenses incurred in recovering the debt (should We have to); and/or
 - 9.5.4 We reserve the right to place the matter in the hands of Our debt recovery agents, without prior warning if You have still not paid us despite the measures We have taken in clauses 9.5.1 – 9.5.3 above and where we do so We shall be entitled to full reimbursement of any fees or disbursements paid to the debt recovery agent to aid recovery of monies outstanding to Us; and/or
 - 9.5.5 Notwithstanding clause 9.5.1, terminate this Contract in accordance with clause 17.1.1(b).
- 9.6 **Sundry Charges:** the following sums relate to the Equipment and Print as a Service and are to be paid by You in addition to the above as and when they arise:
 - 9.6.1 if, after Emaintenance has been set up for You, You cause the relevant item of Equipment to no longer be able to report meter readings to Us via this function, We will charge You for the costs of Our re-establishing the meter reporting;
 - 9.6.2 toner used by you in accordance with clause 8.2; and
 - 9.6.3 any insurance we may have to purchase in respect of the Equipment for Your failure to comply with clause 12.

(“**Sundry Charges**”).

10. OUR WARRANTY

- 10.1 **Service Warranty:** We warrant that Print as a Service provided under the Contract will be performed in accordance with industry standard practices and with reasonable skill and care.
- 10.2 **Warranty Exclusions:** All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or case law are, to the fullest extent permitted by Applicable Law, excluded from the Contract.

PRaaS Terms & Conditions (2021 v1)

11. YOUR RESPONSIBILITIES

- 11.1 **Your co-operation:** You acknowledge that Our ability to perform the Contract is dependent upon Your cooperation. You accept Your responsibilities stipulated in the Contract (including the Services Description) and You agree (in addition to paying any sums due under this Contract and other obligations set out in these Conditions) to:
- 11.1.1 provide Us with any necessary accurate information relevant to the supply of the Equipment and the provision of Print as a Service;
 - 11.1.2 make available (subject to Your security standards) access to Your Delivery Location and/or Site(s) and any equipment, personnel, materials, premises and other facilities and resources which We reasonably require to allow Us to carry out Our obligations hereunder;
 - 11.1.3 hold or procure all applicable rights, consents, licences and permissions prior to Us delivering the Equipment and providing Print as a Service to allow Us to carry out Our obligations hereunder;
 - 11.1.4 follow any reasonable instructions or recommendations given by Us and any applicable third party acting on Our behalf;
 - 11.1.5 take all reasonable and usual precautions to safeguard and maintain the Equipment;
 - 11.1.6 implement any recommendations made by Us prior to delivery of the Equipment and/or the provision of Print as a Service; and
 - 11.1.7 ensure that Our entry into the Contract and performance of Our obligations hereunder will not infringe the rights of any third party or cause You to be in breach of any obligations to a third party.

12. INSURANCE

- 12.1 **General Insurance Obligations:** In addition to insuring the Equipment for its Full Replacement Value in the event of damage, theft or loss in accordance with clause 7.1.10, You shall maintain at all times such insurance policies as are sufficient to cover Your potential liabilities under this Contract. We may, by notice to You, require You to provide, within 30 days of such notice, copies of certificates of insurance or other evidence of insurance coverage.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 **Existing IPR:** You acknowledge and agree that We and/or our licensors own all Intellectual Property Rights in Print as a Service, any software provided or used in their provision and in any Documentation provided by Us in respect of or connected to Print as a Service and in any and all enhancements, modifications, corrections and derivative works thereto. Except as expressly stated in the Contract, the Contract does not grant the Customer any rights to, or in, any Intellectual Property or any other right or licence in respect of Print as a Service or any Documentation.
- 13.2 **IPR Indemnity to You:** Subject to the limitations in or referred to in clause 16, We shall indemnify and defend, or at Our option settle, any claim, suit, or proceeding brought against You by a third party (other than an affiliate of Yours) alleging that any portion of Print as a Service infringes any Intellectual Property Rights of such third party (an “**Infringement Claim**”).
- 13.3 **Replace or Modify, Refund:** We shall, at Our option and expense, either (i) replace Print as a Service with a comparable non-infringing service without material reduction in functionality, (ii) modify Print as a Service, (iii) take other action so that Print as a Service becomes non-infringing, (iv) procure the right for You to continue using Print as a Service or (v) if none of the foregoing options is practicable in Our reasonable opinion, refund any sums pre-paid by You for Print as a Service and terminate the Contract or applicable part of it.
- 13.4 **Process:** Our obligations in clause 13.2 are expressly conditioned upon and subject to:
- 13.4.1 Our having sole control of the defense and/or settlement of such Infringement Claim,
 - 13.4.2 You notifying Us in writing of such Infringement Claim as soon as reasonably practicable and giving Us authority to proceed as set forth in clause 13.2,
 - 13.4.3 You, if requested by Us and at Our cost, giving Us all relevant and reasonable information known to You relating to such Infringement Claim and reasonably cooperating with Us in the defense and/or settlement of such Infringement Claim, and,
 - 13.4.4 You not admitting liability.

PRaaS Terms & Conditions (2021 v1)

- 13.5 **No Obligation:** We shall have no obligation to You with respect to any Infringement Claim if such Infringement Claim is based upon:
- 13.5.1 Your use of Print as a Service in a manner that is contrary to the terms of this Contract; or
 - 13.5.2 the combination, operation, or use of the Client Component or Print as a Service with software or hardware that was not provided or which use was not authorised for use by Us in writing, if Your liability for such Infringement Claim could have been avoided in the absence of such combination, use, or operation; or
 - 13.5.3 due to Your, or Your employees or agents' modification of the Client Component or use of Print as a Service, if Your liability for such Infringement Claim could have been avoided in the absence of such modification; or
 - 13.5.4 infringement caused by Us following Your instructions.
- 13.6 **IPR Indemnity to Us:** You shall indemnify, defend and hold Us harmless from and against any and all losses (including without limitation, claims, costs, management time, and legal fees) suffered by Us, or resulting from or arising out of any action brought by a third party against Us, Our officers, directors, employees, affiliates, representatives or customers arising from or relating to Your use of the Client Component or Print as a Service in violation of this Contract or Applicable Law.
- ### 14. DATA PROTECTION
- 14.1 **Purpose:** It is agreed that We shall only use the information We obtain as a result of this Contract, including any personal data, for the purpose of providing the Equipment and those element of Print as a Service that are provided by Us as well as for contacting You about Our other goods and services from time to time. Where We do so We will comply with the Data Protection Legislation.
- 14.2 **Consents:** You agree (and will ensure that You at all times maintain) any necessary consents from data subjects required by Applicable Law to the transfer by Us of any such information to another Canon Group Company or to a third party company engaged by Us (including those based outside of Europe), for the purpose of processing data (including personal data) and the information provided by You to Us in order to provide Print as a Service.
- 14.3 **Security:** We will take all reasonable steps to ensure that appropriate security measures are put in place to protect the information You provide to Us. The processing of personal data by NT-ware in providing the Subscription Services to You will be covered by the data protection/data privacy terms under the UniFLOW™ Online Licence.
- 14.4 **Data Removal:** We will remove Customer Data from Canon technology already at Your site and the Equipment as part of the Canon Equipment Collections and Returns Service.
- ### 15. CONFIDENTIALITY
- 15.1 **Term of Confidentiality:** Except as may be required by law and other than as necessary for the performance of rights and obligations under this Contract, both of us agree that during and for five (5) years after the termination or expiry of the Contract for any reason, to keep confidential all Confidential Information obtained or received as a result of entering into the Contract including the Order along with any appendices, any documents created under or in connection with the Contract, any business methodology or know how, financial or technical information.
- 15.2 **Exclusions:** This clause 15 shall not apply to the extent that the Confidential Information is already in the public domain, is in Your or Our possession other than as a result of a breach of this clause or, in respect of Confidential Information provided by You to Us that is technical information which is already under development by Us or any other Canon Group Company.
- 15.3 **Injunction:** Both of us agree that if this clause is breached, injunctive relief may be sought in addition to damages or other remedies available, in accordance with these Conditions.
- 15.4 **Promotional Disclosure:** We and any member of the Canon Group may from time to time desire to promote and/or advertise both internally and externally products, solutions and/or services provided by Us to You. Accordingly, You hereby consent and agree to Us disclosing You are a customer of Our Equipment and Print as a Services. From time to time We may also prepare a case study of the

PRaaS Terms & Conditions (2021 v1)

supply of Our Print as a Service to our customers and in such cases We will seek prior written consent from You before disclosure of the case study to a third party, such consent not to be unreasonably withheld or delayed by You.

16. LIABILITY

16.1 **Results:** Except as expressly and specifically provided in the Contract You assume sole responsibility for the results obtained from the use of Print as a Service. We shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Us by You in connection with Print as a Service, or any actions taken by Us at Your direction.

16.2 **Sole Remedy:** Our sole obligation and Your sole remedy for any failure by Us to provide:

16.2.1 Any Additional Services and/or Remedial Services, shall be to reperform those services; and

16.2.2 the Subscription Services in accordance with the Availability Target, shall be to work with You to improve the Availability of those services in accordance with Section 4.2 of the Service Description unless You wish to invoke Your right to terminate the Contract for cause under clause 17.1.1(b); and

16.2.3 access to the Equipment in accordance with the Uptime per Quarter, shall be to replace the Equipment without You incurring any additional charge in accordance with Section 4.2 of the Service Description.

16.3 **Loss or Corruption of Customer Data:** Save as may be expressly agreed by Us in writing, We shall not be liable for any loss of (or corruption of) any Customer Data nor for any costs of their re-constitution even where such loss or costs are determined to be direct losses or where the potential for such loss or costs have been specifically drawn to Our attention by You. In light of clause 5.2 and the level of the Charges payable by You under the Contract, You agree that the provisions of this clause 16.3 are reasonable in the circumstances.

16.4 **No Exclusions or Limits:** Nothing in the Contract excludes or limits:

16.4.1 Your liability under clause 13.6; or

16.4.2 liability that may not be excluded or limited by Applicable Law.

16.5 **Limitation of Liability for Equipment:** Your liability for damage to the Equipment that is not Fair Wear and Tear is limited to the Full Replacement Value.

16.6 **Overall Limitation of Liability:** Subject to any specific provisions to the contrary set out in these Conditions or elsewhere in the Contract and the exclusions of loss set out below, each Party's aggregate liability arising from or relating to the Contract (regardless of the form of action, whether by contract, warranty, tort, malpractice, fraud or otherwise), for all claims within a 12 months period, shall not exceed the Print as a Service Subscription Fees paid by You to Us for Print as a Service under Your Order during the twelve (12) months immediately preceding the date of each such claim(s). The Parties acknowledge and agree that the allocation of risk contained in this clause is reflected in the amount You pay for Print as a Service.

16.7 **Exclusions of Loss:** Neither We nor You shall have any liability to the other for any:

16.7.1 loss of profit (whether direct or indirect);

16.7.2 loss of revenue, loss of production or loss of business (in each case whether direct or indirect);

16.7.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);

16.7.4 loss of anticipated saving or loss of margin (in each case whether direct or indirect); or

16.7.5 indirect, consequential or special loss,

arising out of or in connection with the Contract, whether in contract, tort (including negligence) or otherwise.

17. TERMINATION AND OBSOLESCENCE

17.1 **Termination for Cause:**

17.1.1 Either Party can terminate the Contract if the other Party:

(a) is subject to an event of insolvency or inability to pay its debts, including appointment of an

PRaaS Terms & Conditions (2021 v1)

administrator or receiver to manage all or part of the other's assets or being placed into liquidation (voluntary or compulsory), without providing notice; or

- (b) is in material breach of the Contract and, where such breach is capable of remedy (including the cause of a Suspension Event), it is not put right within thirty (30) Working Days of receiving written notice from the other detailing the breach.

17.1.2 We can terminate the Contract at any time if:

- (a) You have failed to pay any undisputed amount under clause 9.5; or
- (b) We become aware that You have violated Our Intellectual Property Rights or those belonging to a third party; or
- (c) by reason of a Force Majeure Event if it has continued unabated for three (3) calendar months.

17.2 **Obsolescence:** In the event that We withdraw the whole or any part of Print as a Service from general availability for any reason whatsoever, We will give You at least twelve (12) calendar months' written notice and use Our best endeavours to procure the supply of alternative services at no additional cost to You.

18. CONSEQUENCES OF EXPIRY OR TERMINATION

18.1 Your UniFLOW™ Online Licence will automatically expire on the expiry of the Term. Termination of the Contract by either You or Us will automatically terminate your UniFLOW™ Online Licence.

18.2 Upon expiry of the Contract we will make arrangements with You to collect the Equipment as well as any toner You have not used in accordance with the Canon Equipment Collections and Returns Service.

18.3 Should We terminate the Contract for cause pursuant to clause 17.1 then We may enter Your property at any time without giving notice to You, remove the Equipment and/or any unused toner and invoice You for the Removal Fee as well as for any money You owe Us but have not yet paid under the Contract.

18.4 Where You terminate the Contract for cause under the provisions of clause 17.1.1(b) We will waive the Removal Fee in relation to removing the Equipment along with any Excess toner from the Site under the Canon Equipment Collections and Returns Service.

19. GENERAL

19.1 **Change Orders/Variations:** Any modification to an Order, including any resultant changes to the Charges (a "Change"), will be made pursuant to a written change request using Our standard change request form. Each such change request will set forth in reasonable detail the nature of the Change to the relevant Order. Except as set out above in relation to Changes, no variation of the Contract, including the introduction of any special terms and conditions, shall be effective unless agreed by You and one of Our Directors in writing.

19.2 **Separate Contracts:** The Contract will apply to each element of Print as a Service provided hereunder individually, in relation to Our obligations. If there is a dispute about one or some elements of Print as a Service, it will not affect the operation of the Contract or Our obligations to You with respect to any of the other elements of Print as a Service provided hereunder.

19.3 **Notices:** A notice of termination must be sent by You by email to the invoicing address set out in the Rate Card. You agree that other than a notice of termination by email as referred to in this clause, You shall send all other notices to Our registered office. Notices will be deemed to have been received if sent by email by You when We send You an automated acknowledgement of receipt response signifying that We have received Your email notice. In all other cases, notice will be deemed to have been received two (2) Working Days after dispatch.

19.4 **No waiver:** Your rights and Our rights under the Contract will not be affected if either of us does not enforce, or delays enforcing, any of these terms.

19.5 **Our Assignment:** We may assign Our rights and obligations under this Contract or any part of it to

PRaaS Terms & Conditions (2021 v1)

a Canon Group Company or to an accredited Canon partner. If We do so, We will inform You in writing.

- 19.6 **Your Assignment:** You may assign or sub-contract Your rights and obligations under this Contract to Your subsidiary or associated company based in the Territory but only if You have Our written permission, which We will not unreasonably withhold.
- 19.7 **Severability:** If (and to the extent that) a Condition shall be determined to be invalid, unlawful or unenforceable, it shall (to that extent) be severed from the remaining Conditions which shall continue to be valid to the fullest extent permitted by Applicable Law. Both of us will negotiate in good faith with a view to substituting the affected Condition (or part) with a valid and enforceable condition which achieves, to the greatest extent possible, the economic legal and commercial objectives of the affected Condition.
- 19.8 **Force Majeure:** If a Force Majeure Event occurs then the affected Party shall be excused from performing its obligation under the Contract provided that it has given notice to the other as soon as reasonably practicable. During the Force Majeure Event, both of us will take reasonable efforts and enter into discussions to seek to provide for the continued provision of Print as a Service. To the extent that We have continued to provide you with Print as a Service, You will pay any Charges due.
- 19.9 **Bribery, Corruption, Anti-competitiveness and Modern Slavery:** Both of us agree to comply with all Applicable Laws and codes relating to anti-bribery, anti-corruption, competition and anti-slavery ("**Relevant Requirements**") and not to engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements.
- 19.10 **Policies and Procedures:** Each of us shall have and maintain in place, throughout the Term of the Contract, our own policies and procedures that are adequate to ensure compliance with the Relevant Requirements and ensure, wherever possible that each of our subcontractors and suppliers comply with the Relevant Requirements.
- 19.11 **Contractual Status:** Both of us are independent contractors under the Contract and acknowledge that neither of us is an agent or partner of the other for any purpose.
- 19.12 **Third party rights:** A person who is not a Party to the Contract has no right to enforce any part of it (including these Conditions).
- 19.13 **Dispute Resolution:** Both of us shall attempt in good faith to negotiate a settlement of any dispute arising out of or in connection with the Contract. In the first instance, our respective relationship managers shall meet to attempt to resolve the dispute. If, after twenty (20) Working Days the matter remains unresolved then an appropriate representative from each of our senior management teams shall meet to discuss and attempt to resolve the disputed matter.
- 19.14 **Law and Jurisdiction:** The Contract and any dispute not otherwise resolved under clause 19.13 or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Territory and the parties hereby submit to the exclusive jurisdiction of the courts in that Territory.
- 19.15 **Entire agreement:** The Contract supersedes all prior agreements, arrangements and undertakings between us and constitutes the entire agreement between us relating to its subject matter provided that the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect in so far as there is no conflict between it and this Contract. Each of us confirm that we have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract.
- 19.16 **Successors and Assignees:** The Contract shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assignees, and references to a Party in the Contract shall include its successors and permitted assignees.

PRaaS Terms & Conditions (2021 v1)

19.17 **Counterparts:** The Contract may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute one and the same agreement.

Version Control:

Version	Created /Amended By	Date
1.0	CENV Legal	28/04/21
2.0	CENV Legal	19/07/21
3.0	CENV Legal	06/09/21

PRaaS Terms & Conditions (2021 v1)

Schedule 1 - DEFINITIONS AND INTERPRETATION

In the Contract the following expressions shall have the meanings given to them below:

Acceptance Note	has the meaning given to it in clause 6.6;
Additional Fees	means the fees for any Additional Services not included in the standard PRaaS package as listed in the Rate Card ;
Additional Services	means any necessary additional services requested by You as listed in the Rate Card along with the relevant Additional Fee;
Additional Terms	means any additional terms that may relate to any Additional Services we may provide to You from time to time and not otherwise included in the Contract;
Applicable Law	means all applicable laws, regulations, regulatory requirements and codes of practice in the Territory as amended and in force from time to time;
Availability Target	has the meaning given to it in Section 4.2 of the Service Description ;
Bureau Services	has the meaning given to it in clause 8.2;
Canon Change Management Service	means the service for the management of Equipment changes requested by You as further described in Section 4.2.3 of the Service Description ;
Canon Equipment Collections and Returns Service	has the meaning given to it in Section 5.1 of the Service Description ;
Canon Group	means Canon Inc. and any Canon Group Company;
Canon Group Company	means any subsidiary (whether wholly owned or not) of Canon Inc;
Client Component	has the meaning given to it in clause 5.3 and includes Canon's CDS or similar Equipment management tool;
Confidential Information	means information in any form or medium (whether oral, written, electronic, or other) that either of us may disclose to each other that, the Party that disclosed it considers (or a reasonable person would reasonably conclude by the nature of that information) is confidential or proprietary, including information consisting of or relating to that Party's technology, trade secrets, know-how, business operations, plans, strategies, its business partners, and pricing, and information with respect to which the Party that is disclosing it has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential";
Control	means the ability to direct the affairs of another by virtue of the ownership of shares or otherwise;
CDS	means Canon's Content Delivery Solution;
Customer Data	means data that belongs to You or is under Your control;
Customer Tenant	means Your online portal for Print as a Service listing, amongst other things, Your Equipment, Your Print as a Service Subscription Licences and Your End Users;
Data Protection Legislation	means all applicable laws relating to data protection and privacy including (without limitation) the EU Data Protection Directive (95/46/EC) as implemented in each jurisdiction, the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction, and all amendments or all other applicable international, regional, federal or national data protection laws, regulations and regulatory guidance;
Decommissioning Fee	means the fees for the Decommissioning Services as set out in the Rate Card ;
Decommissioning Services	means the disconnection of the Subscription Services from Your systems as further defined in the Service Description ;
Delivery Location	means the location for delivery as set out in the Order or as agreed between us;
Device Registration Key	means the sixteen (16) digit access code or registration keys to enable You to use the Subscription Services as supplied to us by NT-ware;
Documentation	means Our documentation that is either referenced by Us on the Order (the " Reference Documents "), supplied with the Equipment or provided to You

PRaaS Terms & Conditions (2021 v1)

	separately from time-to-time;
Emaintenance	means a technology developed by Canon using a bespoke platform that provides automated Equipment meter reading, remote monitoring of toner and remote monitoring of alerts for Equipment performance (errors and malfunctions) and other diagnostics;
End User	means an employee or any other person within the Customer's control who is entitled to use Print as a Service as listed in Your Customer Tenant;
Equipment	means the Canon Multifunction Printers We will supply to You as part of the Print as a Service offer as described in the Technical Specification and/or the Order being a range of pre-configured office printing devices complete with an output management solution, Installation thereof and toner (as more particularly described in the Service Description);
Equipment Relocation Fee	has the meaning given to it in the Rate Card ;
EU GDPR	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law;
Fair Consumption Policy	means Our policy of the same name set out in Schedule 2 ;
Fair Wear and Tear	means damage to the Equipment occurring through the normal operation of that Equipment with reference to the Fair Consumption Policy;
First Level Support	means first level support services in relation to fault reporting as set out in the Service Description ;
Fleet	has the meaning given to it in the Fair Consumption Policy;
Full Replacement Value	means the cost of the relevant item of Equipment less VAT as advised by Us on Your request;
Force Majeure Event	any event which is outside of the control of the affected party including (but not limited to): acts of God, fire, floods, natural disasters, acts or threats of terrorism, strikes, lock-outs, labour disputes, civil commotion, riots and acts or threats of war;
Harmful Code	means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorised access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (iii) prevent You or Us from accessing or using Print as a Service as intended by this Contract;
Implementation Services	has the meaning given to it in the Service Description. " Implementation " shall be construed accordingly;
Impressions	means images or prints;
Indexation	means an increase in the sums payable by You with reference to increases in retail prices according to the prevailing retail price index in the Territory;
Initial Subscription	means six (6) months Print as a Service Subscription Fees or such other amount as agreed between the Parties;
Installation Services	has the meaning given to it in the Service Description. " Installation " shall be construed accordingly;
Installation Fee	means the fee for the Installation Services as set out in the Rate Card ;
Intellectual Property Rights	means (i) rights in patents, registered designs, designs rights, trade marks, copyright, databases, rights in software, moral rights, topography rights, trade and business names (including domain names) including the benefit of all registrations and applications to register any of these and all rights in the nature of any of these (ii) all trade secrets, knowhow, confidentiality and other proprietary rights including all rights to know-how and other technical information;
Maintenance Services	means services relating to the maintenance of the Equipment as determined by Us from time-to-time as more particularly described in clause 7.3 which includes, for the avoidance of doubt, Emaintenance, all of which are included

PRaaS Terms & Conditions (2021 v1)

	in the Print as a Service Subscription Fee;
NT-ware	means NT-ware Systemprogrammierungs GmbH , Canon group company, who are the provider of the online Subscription Services under the UniFLOW™ Online Licence;
Online Services Security Policy	means the document of the same name provided to You by Us as updated from time-to-time;
Order	means the Print as a Service cover page that is individually numbered and which contains Your purchase order as provided by Us and signed by You;
Payment Period	means the frequency by which You are required to pay the Print as a Service Subscription Fee as set out in Your Order;
Personnel	means Our employees or those of Our appointed contractors (if any);
Print as a Service Subscription Fee	has the meaning given to it in clause 9.1;
Rate Card	means the list of Our fees which we will provide to You as may be replaced or updated from time-to-time;
Reassignment Fees	means the fee for the Reassignment Services as set out in the Rate Card ;
Reassignment Services	has the meaning given to it in the Rate Card ;
Recurring Subscription	means the automatic extension of Your UniFLOW™ Online Licence on a recurring basis for the Term in consideration of the payment of the Print as a Service Subscription Fee for the Payment Period;
Reimbursable Expenses	has the meaning given to it in clause 5.4;
Relevant Requirements	has the meaning given to it in clause 19.9;
Relocation Services	has the meaning given to it in the Rate Card ;
Remedial Services	has the meaning given to it in clause 5.5 as set out in the Rate Card ;
Remedial Services Fees	has the meaning given to it in clause 5.5;
Removal Fee	has the meaning given to it in Section 5.1 of the Service Description ;
Schedule	means a schedule to these Conditions;
Secure Data Erase Service	has the meaning given to it in Section 5.1 of the Service Description ;
Server Locations	shall be those geographic locations selected by Us for Our primary and back-up locations, which shall include options located within the UK and the European Union, among other locations;
Service Credit	has the meaning given to it in Section 4.2 of the Service Description ;
Service Description	means the description of Print as a Service / the Print as a Service offer which we will provide to You and which includes those elements of the Print as a Service offer that are expressly excluded (including Additional Services) as may be updated by Us from time to time;
Service Levels	means the levels of services We will provide to You as set out in the Service Description;
Site(s)	means the designated areas at the Delivery Location where the Equipment will be situated;
Subscription Services	means UniFLOW™ online services provided on a subscription basis under the UniFLOW™ Online Licence;
Sundry Charges	has the meaning given to it in clause 9.6 and include activities excluded from Print as a Service as set out in the Service Description ;
Support Services	has the meaning given to it in clause 5.1.1 the provision of which are included in the Print as a Service Subscription Fee;
Suspension Event	has the meaning given to it in clause 5.9;
Technical Specification	means the technical specification of the Equipment based on the relevant category of devices (instead of specific models) which shall be the minimum specification for the supply of the Equipment You Order as set out in the Rate Card;
Term	has the meaning given to it in clause 3.2;

PRaaS Terms & Conditions (2021 v1)

Territory	means in the relevant jurisdiction or territory where We are based;
UK GDPR	means the UK version of the GDPR which is part of English law by virtue of the European Union Withdrawal Act;
UniFLOW™ Online Licence	means the licence for the Subscription Services supplied to Us by NT-Ware as further described in clause 4.2 of these Conditions and entered into between You and NT-Ware directly in respect of those Subscription Services located at: https://www.nt-ware.com/uniflowonline/doc/eu/legal/en/eulamomo.html ;
Uptime per Quarter	has the meaning given to it in Section 4.2 of the Service Description ;
the term writing	shall include email;
the terms personal data, data subject and processing	have the meaning given to them in the Data Protection Legislation; and
Working Day	means Monday to Friday, excluding public holidays, in the Territory as set out in the rate card.

2.1 In the Contract:

- 2.1.1 unless the context otherwise requires, the masculine gender shall be deemed to include the feminine and neuter and vice versa and the singular number shall be deemed to include the plural and vice versa;
- 2.1.2 headings do not form part of the Contract and are for reference purposes only;
- 2.1.3 any use of the word "including" shall be treated as "including without limitation";
- 2.1.4 references to any statute or statutory provision or law or regulation shall include references to such statute or statutory provision or law or regulation as from time to time amended, extended or consolidated and shall include all statutory instruments or orders from time to time made pursuant thereto;
- 2.1.5 references to a person include an individual, a body corporate and an unincorporated association of persons; and
- 2.1.6 references to a Party in these Conditions include references to the successors or assigns (immediate or otherwise) of that Party in accordance with these Conditions.

PRaaS Terms & Conditions (2021 v1)

Schedule 2 - FAIR CONSUMPTION POLICY

Our Service is based on fair usage of Our Equipment in line with this policy (“**Fair Consumption**”).

Fair Consumption refers to Normal Consumption of A4 and A3, black and white (“**B&W**”) and colour Impressions across Our Fleet in respect of each item of Equipment.

For the purposes of this Schedule and in addition to the defined terms in the Contract:

A3	means 2 x A4;
Fleet	means the entire package of Equipment We supply to You under the Contract being made up from the models of Equipment listed in TABLE 1 ;
Normal Consumption	means normal consumption based on the model of Equipment and associated toner within the Normal Consumption Print Volume Range set out in TABLE 1 ; and
Over Usage	means use that is over the maximum of the Normal Consumption Print Volume Range for the number of Impressions averaged over six (6) consecutive months. “ Over Use ” shall be construed accordingly.

Sweden

Device Category	Printer / Multifunction	A3/A4	B&W / Colour	Finishing	Normal Consumption Print Volume Range
1.1_SE	Singlefunction	A4	B&W	N/A	0 – 3000 per month
3.1_SE	Singlefunction	A4	Colour	N/A	Unlimited Black&White – 0-1000 Colour per month
4.1_SE	Multifunction	A4	Colour	N/A	Unlimited Black&White – 0-1000 Colour per month
6.1_SE	Multifunction	A3	Colour	N/A	Unlimited Black&White – 0-2000 Colour per month
8.1_SE	Multifunction	A3	Colour	N/A	Unlimited Black&White – 0-5000 Colour per month
8.2_SE	Multifunction	A3	Colour	Stapling	Unlimited Black&White – 0-5000 Colour per month
8.3_SE	Multifunction	A3	Colour	Stapling	Unlimited Black&White – 0-5000 Colour per month
8.4_SE	Multifunction	A3	Colour	Stapling and booklet	Unlimited Black&White – 0-10000 Colour per month

Emaintenance: All Equipment must be connected to Emaintenance.

Print Management Meeting: In the event that You Over Use some or all of the Equipment in Your Fleet, We shall, in the first instance, meet to discuss the management of the Fleet with a view to either (i) moving / swapping out Equipment within the Fleet from Sites of low demand to those with a high demand; or (ii) upgrading the Equipment to Equipment with a higher Impression capacity; or (ii) adding additional items of Equipment to the Fleet. (“**Print Management Meeting**”).

Consumption of Toner: The amount of toner We will supply is determined by Normal Consumption of the agreed type of toner in connection with the number of Impressions made by You when used for the contractually agreed purpose set out in the Contract. For the supply of toner, Normal Consumption is determined according to the method for determining the toner consumption according to the ISO standards ISO / IEC 19752, ISO / IEC 19798, ISO / IEC 24711 and ISO / IEC 24712. We will compare the amount of toner used by You with the demand calculated based on Normal Consumption up to the maximum of the Normal Consumption Print Volume Range. To the extent that the amount of toner used by You

(a) satisfies the definition of Over Usage We shall hold a Print Management Meeting; or

PRaaS Terms & Conditions (2021 v1)

- (b) does not satisfy the definition of Over Usage in the absence of any Equipment fault or defect in the toner cartridge, We shall be entitled to exercise the remedies available to Us under clause 8.2 of the Conditions in respect of that excess toner usage.

Safety and Disposal of Toner: You undertake to observe and comply with the safety data sheets and disposal instructions for toner provided to You with the relevant toner and You undertake to provide sufficient storage space for that toner (as set out in the Service Description) and to comply with the relevant specifications of the manufacturer for that storage.