

## SCHEDULE OF EQUIPMENT PROVISIONING

If this Schedule of Equipment Provisioning is identified in an applicable SoW as forming part of Customer's Agreement with Uniserve, then this Schedule of Equipment Provisioning forms part of that Agreement (which includes, without limitation, that SoW and the MSA currently located at [<https://enterprise.uniserve.com/wp-content/uploads/2019/12/Uniserve-MSA.pdf>]). Please read the MSA and applicable SoW carefully. Any capitalized terms used but not defined in this Schedule, may be defined in the MSA or SoW, and such definition applies hereto. This Schedule is subject to the terms and conditions of the MSA. If there is a conflict between this Schedule and the MSA, the MSA will prevail unless this Schedule expressly states that it will govern. This Schedule may be modified by Uniserve in accordance with the MSA.

1.1 Hardware-as-a-Service. In consideration of Customer's payment of the applicable fees set out in the applicable SoW, Uniserve agrees to (the "**Hardware-as-a-Service**"):

- (a) as further set out in Part 3 (*Delivery of Equipment*) of this Schedule and the SoW, deliver the Equipment specified in the SoW and install it at the Designated Location on the dates agreed to by the Parties in writing;
- (b) allow Customer access and use of the Equipment at the Designated Location for the Service Period specified in the SoW ("**Equipment Access Right**"); and
- (c) provide to Customer the Maintenance Services in respect of the Equipment for the applicable Service Period;

subject to the terms and conditions contained in the Agreement.

1.2 Acceptance of Equipment. Customer agrees to take possession of the Equipment for the applicable Service Period upon the terms and conditions contained in the Agreement.

1.3 Alternative Equipment. Uniserve reserves the right prior to delivery of the Equipment to substitute an alternative item of equipment for any item comprising part of the Equipment agreed to be supplied hereunder provided that such substitution will not materially affect the performance of the Equipment as a whole will not result in any increase in the charges for the Maintenance Services and such substituted equipment will be deemed Equipment and such replaced equipment will cease to be Equipment.

1.4 Replacement of Equipment. At the commencement of each renewal of the Service Period ("**Renewal Service Period**") applicable for the Services described herein, Customer may, no later than 30 days after the commencement of such Renewal Service Period, provide a written request to Uniserve to replace any out-of-date Equipment. Provided Uniserve has received such request within the applicable time period, Uniserve shall assess the Equipment to determine whether, in Uniserve's reasonable discretion, any Equipment is out-of-date and shall replace that out-of-date Equipment with the newest model or version of such Equipment, or if no newer model or version is available or if such replacement would be commercially unreasonable, then Uniserve may at its option substitute an alternative piece of hardware or equipment for the out-of-date Equipment *provided that* it is of equal or greater functionality than the Equipment being replaced (such newly provided equipment or hardware, the "**Substituted Equipment**"). All such replaced Equipment ("**Replaced Equipment**") will cease being available to Customer as part of the Equipment Access Right and the Substituted Equipment will be deemed Equipment. This process may be repeated each Renewal Service Period.

The provisions of the Agreement will apply to all replacements and renewals of the Equipment or any part thereof made by Uniserve during the Term.

1.5 Excluded Materials. Operating supplies such as stationary, print cartridges, toner, and similar accessories or consumables are not supplied as part of the Services and will, if required, be separately chargeable.

1.6 Payments. The Customer shall pay to Uniserve, in accordance with the Agreement:

- (a) On the Effective Date, the security deposits (each a "**Security Deposit**") for the Equipment in the amount

specified in the applicable SoW. Notwithstanding Section 1.4 of this Schedule, Uniserve may require payment of a new security deposit (also a “**Security Deposit**”) before leasing any Substituted Equipment; and

- (b) The fees specified in the applicable SoW, without notice or demand, monthly in advance on the first day of each month commencing on the Effective Date until the end of the Term, *except that* any partial months will be pro-rated.
- 1.7 Security. Any Security Deposit required by Uniserve shall be held as security for due performance by Customer of all its obligations hereunder. Uniserve may, in its sole discretion, apply such security against any default of the Customer hereunder and in such event the Customer shall promptly restore such security to its original amount.
- 1.8 Ownership and Risk. The ownership in and to the Equipment and Equipment Software shall at all times remain with Uniserve or the applicable third-party owners. Notwithstanding the foregoing, risk in the Equipment and Equipment Software will pass to Customer on delivery of the Equipment to the Designated Location.
- 1.9 Personal Property, Landlord’s Distress. The Equipment is and shall remain personal and moveable property. Customer shall not affix the Equipment nor permit it to be affixed so that it becomes part of realty and Customer will notify Customer’s landlords, mortgagees, insurers and all others who may have an interest in or claim against the premises where the Equipment is to be located. Any removal from such premises shall be at the Customer’s risk and expense. If such premises are to become leased, the Customer shall immediately notify Uniserve and shall, at Uniserve’s request, give such notice or obtain such waiver as shall lawfully avoid any landlord’s right to distress or right of privilege against the Equipment.
- 1.10 Identification Plates. Uniserve may and Customer shall, if and as directed by Uniserve, affix plates, tags or markings to the Equipment showing Uniserve’s interest therein. Customer shall not remove, conceal or alter the same.
- 1.11 Use. Customer shall comply with all applicable laws, rules and regulations of government or other authority, with all manufacturer’s, supplier’s, and Uniserve’s published operation and maintenance instructions and specifications, and with all terms of any insurance policy in connection with the Equipment and the Equipment Software. The Equipment and the Equipment Software may only be used by employees of Customer and only in respect of the business of Customer, unless the prior written consent of Uniserve has been obtained.
- 1.12 Indemnity for Damage. Customer shall be responsible for and shall indemnify Uniserve against any loss or damage to the Equipment except for: (a) loss or damage covered by the Maintenance Services; (b) loss or damage caused by the negligence or wilful misconduct of Uniserve or Uniserve Personnel; or (c) reasonable wear and tear. This Section will survive termination of the Agreement.
- 1.13 Alterations to Equipment. Customer shall not alter, add to or improve the Equipment or the Equipment Software without Uniserve’s prior written consent. Any alterations, additions, or improvements to the Equipment or the Equipment Software will become the property of Uniserve.
- 1.14 Loss of Use. Loss of use of the Equipment from any cause including but not limited to damage, destruction or seizure (other than by Uniserve if without right) shall not relieve the Customer of any obligations hereunder and shall result in no liability to Uniserve unless such loss was caused by the negligence or wilful misconduct of Uniserve or Uniserve Personnel.
- 1.15 Liability. Customer assumes all liability for loss, damage or injury to persons or property arising directly or indirectly out of the possession, use or operation of the Equipment or the Equipment Software whether or not caused by negligence. This section survives termination of the Agreement.
- 1.16 Customer’s Additional Obligations. The Customer shall:
- (a) not misuse, abandon, subject to extreme, hazardous, or dangerous environments, expose to the elements, subject to extreme temperatures, subject to high or low pressures, or subject to contact with

water or other liquids, any of the Equipment;

- (b) not use the Equipment or Equipment Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments, systems, structures, products, or applications;
  - (c) not alter or repair the Equipment or Equipment Software without Uniserve's prior written consent;
  - (d) not assign, sublease, mortgage, charge, encumber, pledge, grant a security interest in, or sell the whole or any part of the Equipment, Equipment Software, or its interest therein, nor allow the same to be attached, seized, or subjected to lien, levy, claim, or sale;
  - (e) not part with possession or control of the Equipment (other than as directed by Uniserve);
  - (f) do all things reasonably necessary to protect and defend Uniserve's title to the Equipment against all persons claiming against or through Customer and shall use all reasonable endeavours to keep the Equipment free from distress execution or any other legal process and shall forthwith give to Uniserve notice of any claim or threatened claim to the Equipment by any third party;
  - (g) not make any movement of the Equipment or move the Equipment from the Designated Location without Uniserve's prior written consent;
  - (h) permit Uniserve and any person authorized by Uniserve to have access to the Designated Location at any time during regular business hours to inspect the condition of the Equipment and the Equipment Software;
  - (i) not sell, assign, demise, sublet, mortgage, charge, or otherwise dispose of any land or building on or in which the Equipment is kept or enter into any contract to do any of such things without giving Uniserve at least 2 months' prior written notice. Customer shall in any event procure that any such sale, assignment, demise, sublease, mortgage, charge, or other disposition is made subject to the right of Uniserve to repossess the Equipment at any time and for that purpose to enter upon any such land or building;
  - (j) pay to Uniserve all costs and expenses (including legal costs on a full indemnity basis) incurred by or on behalf of Uniserve in ascertaining the whereabouts of the Equipment or repossessing it by reason of a breach by Customer of any term of this Agreement and of any legal proceedings taken by or on behalf of Uniserve to enforce any provision of this Agreement (this paragraph survives termination of the Agreement);
  - (k) obtain all necessary licences permits and permissions for the use of the Equipment and Equipment Software and not use the Equipment or Equipment Software or permit the same to be used contrary to any Laws; and
  - (l) indemnify Uniserve against all claims and demands made upon Uniserve by reason of any loss injury or damage suffered by any person arising directly or indirectly out of the presence control or use of the Equipment *except* where such damage loss or injury arises from the negligence or breach of contract of Uniserve its employees agents or sub-contractors or by reason of any failure of the Equipment to operate in accordance with its accompanying specifications other than by reason of one of the Excluded Causes.
- 1.17 Failure to Keep Clear. If Customer fails to keep the Equipment and the Equipment Software and its interest therein free and clear of all claims, encumbrances, and proceedings as herein provided, Uniserve may, in addition to its other remedies, pay to discharge any adverse claim or to release the Equipment or the Equipment Software from proceedings. The cost of such amounts so paid shall be repayable by Customer as additional fees together with interest as herein provided from the date the same is paid by Uniserve to the date of repayment by Customer.
- 1.18 Default. Without limiting anything in this Agreement, it is a default ("**Default**") by Customer if Customer

breaches Sections 1.9, 1.10, 1.11, 1.12, or 1.16 of this Schedule of Equipment Provisioning.

1.19 Remedies on Default. Upon Default by the Customer, each of the following remedies shall accrue immediately to Uniserve, in addition to and not in lieu of any other remedies Uniserve may have for any Default by Customer. All such remedies are cumulative and not alternative nor exclusive of the others. The exercise of one or more remedies shall not operate to prevent Uniserve from exercising other remedies. Uniserve's omission to enforce any of its rights or remedies or any of the Customer's obligations shall not be a waiver thereof and shall not affect Uniserve's rights and the Customer's obligations thereafter. Uniserve's remedies shall only expire and the Customer's obligations shall only be satisfied when Uniserve receives in cash all moneys payable hereunder:

- (a) Uniserve may bring a claim against the Customer to recover any unpaid amounts payable hereunder but other remedies shall not merge in any judgment obtained;
- (b) If requested to do so by Uniserve, Customer shall surrender possession of the Equipment and the Equipment Software to Uniserve and if the Customer fails to do so Uniserve may take possession of the Equipment and the Equipment Software without demand, notice, court order or process of law, and use such force and access such locations as may be required;
- (c) Uniserve may repair the Equipment as necessary, in its sole opinion, for sale or re-lease to best advantage;
- (d) After repossessing the Equipment and/or the Equipment Software, Uniserve may sell, re-lease and/or re-license the Equipment publicly or privately to such person, in such manner and upon such terms as Uniserve deems in the best interests of the parties;
- (e) Proceeds of any sale, re-lease or relicense shall, as and when received by Uniserve, be applied first to the expenses of Uniserve to repossess, repair and sell, re-lease or re-license, a reasonable commission for sale, re-lease or re-license (hereby expressly authorized), all legal costs and fees on a solicitor and-client basis, then to the leases payable hereunder;
- (f) Any surplus of the Customer's payments plus the net proceeds described shall belong to Uniserve and any deficiency by which the same fails to satisfy Customer's obligations hereunder shall be payable forthwith by Customer to Uniserve. If Customer does not pay such deficiency, Uniserve may charge it directly to Customer's obligations hereunder shall be payable forthwith by Customer to Uniserve. If the Customer does not pay such deficiency, Uniserve may charge it directly to Customer's ledger or, at its option, may sue for it.
- (g) The Customer hereby expressly waives notice of any repossession and of proceedings for sale or re-lease to which it might otherwise be entitled, and expressly waives all claims, damages and right of action against Uniserve arising out of any suit, repossession, retention, repair and proceedings for sale, re-lease or re-license hereunder.

1.20 Termination of Equipment Access Right. The Equipment Access Right will terminate: (a) at the end of its applicable Service Period unless renewed; or (b) upon termination of this Agreement in accordance with its terms. Upon termination of the Equipment Access Right, the Customer shall relinquish any claim to possession of the Equipment.

1.21 Return of Equipment.

- (a) Upon termination of the Equipment Access Right (for any reason), Customer shall forthwith re-deliver possession of the Equipment in good order repair and condition to Uniserve who shall for the purpose of repossession have access to the Designated Location or any other place where the Equipment may be situated (and Customer hereby irrevocably authorizes Uniserve and Uniserve Personnel to enter upon any such premises for such purpose).
- (b) Except where Uniserve has terminated the Agreement for Cause (in which case the costs of removal and re-delivery shall be borne by Customer) normal costs of removal of the Equipment and of re-

delivery shall be borne by Uniserve; *except that* all reasonable costs incurred by Uniserve in providing special equipment, personnel, or works necessary to transport the Equipment from the Designated Location (or such other place where the Equipment may be situated) to Uniserve's vehicle shall be borne by Customer. The Customer shall reimburse such costs to Uniserve within 30 days after the receipt of an invoice from Uniserve.

This Section 1.21 (*Return of Equipment*) survives termination of the Agreement.

## 2. **OBLIGATIONS CONDITIONAL**

2.1 **Third Party Equipment Software.** In relation to each item of Equipment Software in which the Intellectual Property Rights are owned by a third party (the "**Software Owner**"):

- (a) the performance by Uniserve of its obligations to provide Customer with access to the Equipment is in all respects conditional upon the Customer entering on the date of the SoW (or such other date specified by Uniserve) into an end-user licence agreement with the Software Owner or (as the case may be) a sub-licence agreement with Uniserve (in either case, a "**Licence Agreement**") governing the use by the Customer of that item of Equipment Software as may be required by the Software Owner; and
- (b) the Customer agrees with Uniserve as a term of this Agreement to be bound and abide by the terms and conditions of each such Licence Agreement.

2.2 **Uniserve Equipment Software.** In relation to each item of Equipment Software (the "**Uniserve Equipment Software**") in which the Intellectual Property Rights are owned by Uniserve:

- (a) the Customer is receiving the media on which such Uniserve Equipment Software is recorded or embedded only;
- (b) nothing contained in this Agreement shall be construed as an assignment or transfer of any Intellectual Property Rights in such Uniserve Equipment Software all of which rights are reserved by Uniserve (or its third-party licensor); and
- (c) such Uniserve Equipment Software will be licensed to Customer in accordance with and subject to the terms of the MSA.

2.3 **Installation.** Uniserve's obligation to install the Equipment at the designated location is conditional upon the Customer having appropriate infrastructure to support use of the Equipment, such as power, cabling, ventilation, storage, shelving, and furniture.

## 3. **DELIVERY OF EQUIPMENT**

3.1 **Delivery.** Uniserve shall deliver the Equipment to the Off-Loading Point and be responsible for its transportation to the Designated Location.

3.2 **Structural Work.** Uniserve is not responsible for the removal of doors, widening of entrances, or any other structural work of any description for the purpose of moving the Equipment from the Off-Loading Point to the Designated Location which work shall be undertaken by Customer at its own expense prior to delivery.

3.3 **Additional Costs.** Customer shall be responsible for all reasonable costs incurred by Uniserve in providing special equipment, personnel, or works necessary to move the Equipment from the Off-Loading Point to the Designated Location. Such costs shall be paid by Customer in addition to the fees set out in the SoW.

3.4 **Delivery Materials.** All packing cases, skids, pallets, drums and other packing materials used for delivery of the Equipment must be returned by Customer to Uniserve in good condition and at Customer's expense. Uniserve reserves the right to charge for any such cases and materials not so returned or returned damaged.

3.5 **Time Not of the Essence.** The time of delivery and installation of Equipment will not be of the essence of this Agreement.

3.6 **Installation Tests.**

- (a) Conditional upon Customer's reasonable cooperation with Uniserve, Uniserve shall, within 14 days after the Equipment has been installed submit the Equipment to Uniserve's standard installation tests (the "**Installation Tests**") to ensure that the Equipment and every part thereof is in full working order, *except* if the SoW does not assign an Installation Test to an item of Equipment then no Installation Test applies to such Equipment and such Equipment will be deemed to have passed the Installation Test for the purposes of the Agreement. Uniserve shall supply to the Customer copies of the Installation Tests' scripts (if any) applicable to the Equipment and the results of the Installation Tests.
- (b) If the Equipment or any part of the Equipment fails to pass the Installation Tests then Uniserve shall use commercially reasonable efforts to remedy the failure, including, without limitation, replacement of the Equipment with alternative item of equipment provided that such alternative equipment has an equal or greater level of functionality and will not result in any increase in fees. Customer shall, at no charge to Uniserve, provide all such cooperation and assistance as Uniserve may reasonably request to assist Uniserve's efforts to remedy the failure. The Installation Test or Tests shall be repeated within a reasonable time thereafter up to a maximum of 4 such repeated tests for each item of Equipment.
- (c) The Customer or its authorised representative may attend the Installation Tests. Uniserve shall give the Customer at least 24 hours written notice of the date and time at which Uniserve proposes to carry out the Installation Tests. In the event of any delay or failure by the Customer or its authorised representative in attending the Installation Tests at such time Uniserve reserves the right to proceed with the Installation Tests which will then be deemed to have been carried out in the presence of the Customer and the results thereof accepted by the Customer.

3.7 Acceptance.

- (a) Once the Equipment and every part thereof successfully passes the Installation Tests the Equipment shall be deemed accepted by the Customer and the Customer shall if required by Uniserve sign a commissioning certificate acknowledging such acceptance.
- (b) If the Equipment or any part thereof has failed to pass all Installation Tests, the Customer may reject the Equipment and the fees hereunder will be reduced equitably to reflect the rejected Equipment and any pre-paid fees for the rejected Equipment will be refunded by Uniserve. In such a circumstance, Customer shall cease use of and relinquish possession of the rejected Equipment to Uniserve and Uniserve will have title to such rejected Equipment.

Section 3.6 and 3.7 of this Schedule of Equipment Provisioning sets forth Uniserve's sole obligations and Customer's exclusive remedies for any failure of the Equipment to pass the Installation Tests or otherwise in connection with Customer's rejection of Equipment.