

Communications Solutions UK Ltd Service Agreement Addendum for Datasharp Managed Print Services

This document contains additional terms for the managed print services provided as part of a Communications Solutions UK Ltd solution by our subcontractor Datasharp Independent Solutions Limited. It should be read with the CSUK Service Agreement

1. Definitions

- 1.1 "Datasharp" means Datasharp Independent Solutions Limited, any associated company and/or any subsidiary. Datasharp are a subcontractor of Communications Solutions UK (CSUK) who provide these services;
- "the Customer" means the person, partnership, corporate body, or unincorporated association named overleaf entering into this agreement;
- "Commencement Date" means the date on which this agreement commences;
- "Consumables" means colour and black toner, staples, drum, developer, fuser kits and maintenance kits;
- "the Equipment" means the machine(s) listed in the Equipment Schedule;
- "Parts" means parts used in conjunction with the maintenance of the device as recommended by the manufacturer;
- "Meter Charges" means the charge for servicing, repairs, and maintenance of parts in respect of the equipment but shall exclude the cost of paper and staples.

2. Basis of Agreement

- 2.1 Datasharp shall carry out routine periodic servicing of the Equipment between the hours of 8.30am and 5.30pm Monday to Friday, except Public and Bank Holidays, (including replenishment of any Consumables and/or exchange of the Equipment where applicable) and any non-routine maintenance or repairs as required in accordance with clause 7 below.
- 2.2 Datasharp shall provide, free of charge, a training session upon installation of the equipment and on-going training during the term of this agreement if requested by the Customer.
- 2.3 Datasharp shall provide the installation and commissioning of equipment free of charge unless otherwise specified and replaced from time to time in accordance with the manufacturer's recommendations.

3. Commencement and Duration of Agreement

- 3.1 This agreement shall commence on the date of signature of acceptance by Datasharp Independent Solutions Ltd and shall continue subject to the provisions for termination in clause 9.

4. Payments

- 4.1 Payment for machine invoices shall be made by the Customer within 7 days of the date of the invoice(s) and within 30 days of the date of the invoice(s) for all other invoices.
- 4.2 CSUK shall be at liberty to increase its charges for these services using the Retail Price Index as a guide.
 - 4.2.1 CSUK shall be at liberty to increase its charges in addition to standard annual increases due to extreme currency fluctuations affecting the value of the pound.
 - 4.2.2 All supplemental or additional charges itemised in this Service Agreement may be indexed as per the above clauses.
- 4.3 A minimum charge will be incurred if your usage falls below the minimum threshold set in your agreement. The minimum charge will include all service provisions set out in the service contract.
- 4.4 All devices will need to be connected to our secure Meter and Toner ordering system. Failure to be connected will incur a monthly charge to process invoices and deliveries manually.

5. Supplemental Charges

- 5.1 Supplemental charges shall be payable by the Customer if Datasharp carries out non-routine repairs referred to in Clause 7.3 and where performance of its obligations is made more difficult or costly by reason of breach of the Customer's obligations set out herein.

6. Late Payment

- 6.1 In the event that the Customer fails to make payment on time of any invoice, CSUK, (without prejudice to its other rights and remedies), may without being in breach to the Customer, suspend the performance of its obligations set out herein until such time as the overdue sum is paid in full.

7. Non-Routine Repair and Maintenance

- 7.1 Upon any fault occurring to the Equipment or if the Equipment becomes a health and safety hazard:
 - 7.1.1 the Customer shall notify Datasharp as soon as possible and take such steps as are reasonably necessary to mitigate the effect of such fault or hazard; and
 - 7.1.2 subject to Clauses 7.2 and 7.3 below, Datasharp will, repair a fault with the equipment within 4 hours of receiving a service call if the machine is out of action or within 8 hours if deemed as routine and will take all proper steps to correct the fault at its own cost by repairing or, at its option, replacing all or part of the Equipment.
- 7.2 No supplementary charge shall be payable for the provision of non-routine repairs of faults required as a result of a malfunction or component failure subject to Clause 7.3 below.
- 7.3 A supplementary charge shall be payable for repair of any faults resulting from misuse, vandalism, excess usage, incorrect environmental conditions (including incorrect temperature levels), mains electrical surges or failures or any other accidental, negligent or wilful damage, this also includes the use of poor quality paper.

7.4 Datasharp may, in so far as it is able to legally do so, replace the Equipment with substitute goods of a substantially similar standard and specification to the Equipment.

7.5 Upon installation of the equipment Datasharp will ensure the correct connectivity of the device to provide the customer with network print, scanner & fax functionality as applicable. CSUK reserves the right to make a charge if connectivity fails through changes made to the customer's servers or network at the then prevailing rates for site visits or remote support access, unless an extended network support agreement is in place.

7.6 The extended network support agreement will commence from the date of installation payable monthly in arrears and will include: - Print/Scan/Fax network connectivity. -Remote Access/site visits if required for server/network or driver configuration.

8. The Customer's Obligations

8.1 The Customer hereby agrees with CSUK as follows:

8.1.1 to allow Datasharp and its agent's full, convenient, and safe access to the Equipment during such hours as may be necessary to perform its obligations hereunder;

8.1.2 not to interfere with the Equipment (including attempting to repair, adjust or modify the Equipment) or remove any registration or other identifying marks from the Equipment; 8.1.3 to use the Equipment only for the purpose for which it is intended and not use it contrary to the manufacturer's design expectations;

8.1.4 not to connect the Equipment (other than with Datasharp's prior written consent) to any other equipment;

8.1.5 to promptly carry out such action in relation to the Equipment as may from time to time be advised by Datasharp;

8.1.6 to notify Datasharp immediately of any loss of, or damage to, the Equipment;

8.1.7 to only use Parts and Consumables, supplied by Datasharp and/or any third party authorised by Datasharp, in the Equipment; and

8.2 The Customer agrees that if the Equipment is damaged through accident, misuse, neglect, the use of unsuitable paper and/or materials it will pay for the cost of repair at the then current chargeable rates.

8.3 The Customer agrees not to transfer this agreement without the prior express written consent of Datasharp.

9. Termination

9.1 If the Customer breaches any term of this agreement, or commits any act of bankruptcy or goes into liquidation, or enters into any arrangement or composition with its creditors or if a receiver is appointed over the whole or any part of its business or assets then, without prejudice to its other rights or remedies, CSUK may terminate this agreement on or after the date specified in any notice.

9.2 Upon termination of this agreement, the Customer shall, without prejudice to CSUK's other rights and remedies, pay on demand all arrears, interest, and any other sums payable under this agreement to the date of termination; and

9.2.1 the provision of the services shall cease forthwith; and

9.2.2 the Customer shall allow immediate access to Datasharp to its premises to take a printer reading from the Equipment.

9.3 Persistent late payment of invoices by the Customer shall be deemed to be a breach of this agreement.

9.4 Upon termination of this agreement by either party prior to expiry of the initial period as provided for in clause 9.5 below, the Customer shall also pay on demand any outstanding meter invoices owed and a sum equal to the final meter reading taken from the equipment.

9.5 The Agreement shall continue for the initial period stated within this agreement and termination shall be subject to 90 days written notice by either party at any time.

10. Liability additional terms

10.1.1 CSUK's liability for loss or damage to buildings and fixtures and fittings caused by an act or omission of Datasharp, its agents or servants, shall not exceed £1,000,000.

10.1.2 CSUK's liability for all other damage suffered by the Customer in any 12 month period and caused by an act or omission of Datasharp, its agents or servants, shall not exceed the sum actually paid by the Customer for the services during that 12 month period.

10.1.3 the Customer agrees that CSUK shall not be liable for any loss of profits, nor shall it be liable for any indirect, consequential or special loss or damage howsoever caused and arising from the Customer's use or possession of the Equipment or benefit from the services provided by Datasharp; and

10.1.4 CSUK shall not be liable for any delay or failure to comply with its obligations where the failure is caused by fire, flood, inclement weather, strikes, industrial action or any other reason or circumstances beyond its reasonable control.

11. General

11.1 The meter charges will be invoiced monthly in arrears at the agreed print cost.

11.2 Datasharp shall remain the owner of unused and/or partially used Consumables. All unused consumables must be returned when this agreement ends.