

## PRODUCT SPECIFIC TERMS FOR TIME & ATTENDANCE HARDWARE (FORMERLY "TMS")

### 1. DEFINITIONS

In addition to the terms defined in Schedule 1 of this Agreement, the following definitions shall apply:

**Failures:** (a) the failure of any of the computer servers and networking equipment included in the supported Hardware to function properly during normal usage; (b) the failure of all personal computer workstations included in the supported Hardware to function properly during normal usage; (c) the failure of all PC tablets, personal digital assistants and similar equipment included in the supported Hardware to function properly during normal usage; or (d) the failure of printers or scanners included in the supported Hardware to function properly during normal usage that results in the Customer's total inability to use the system to print.

**Hardware Delivery Date:** the date OneAdvanced or its third party carrier delivers (or attempts to deliver) the Hardware to the Customer at the Delivery Location or the date OneAdvanced notifies the Customer the Hardware is available for collection by the Customer or its third party carrier.

**Hardware Support Services:** hardware support services, advice and assistance including (where applicable) repairs, adjustments or replacements made, as OneAdvanced deem necessary to return the supported Hardware to normal operating conditions, subject to the availability of replacement parts and limitations, as described in these terms and the Support Policies.

**Service Level:** any applicable service level as may be described in the Support Policies from time to time.

**Website:** in relation to Hardware Support Services, OneAdvanced's Customer Portal or any other web address OneAdvanced provides to the Customer from time to time.

### 2. HARDWARE

**2.1. Delivery** OneAdvanced will determine the method of shipment and deliver the Hardware to the delivery location specified on the Order Form ("**Delivery Location**"). Any dates quoted by OneAdvanced for delivery are estimates and it shall use reasonable endeavours to deliver the Hardware by the date quoted but time shall not be of the essence. OneAdvanced may make partial deliveries of the Hardware and risk of loss passes to the Customer on the Hardware Delivery Date. For the avoidance of doubt, OneAdvanced accept no responsibility for Hardware damaged, lost or stolen after risk in the Hardware has passed pursuant to this clause 2.1 and it shall have no obligation to replace Hardware as a result of such damage, loss or theft. If the Customer fails or refuses to accept delivery by the date OneAdvanced notifies the Customer, OneAdvanced reserves the right to charge the Customer storage fees at its then current storage rates.

**2.2. Manufacturer Warranty** OneAdvanced shall have no liability to the Customer for the quality or performance of the Hardware. Any Hardware warranty is provided by the Hardware manufacturer and is subject to the terms imposed by the manufacturer and will commence from the date of purchase. At the Hardware Delivery Date, Hardware shall be new, as defined by the manufacturer. Prior to the Hardware Delivery Date, OneAdvanced may substitute Hardware with hardware of equal or better performance and quality.

**2.3. Customer Obligations** Whilst OneAdvanced shall use reasonable endeavours to ensure Hardware supplied and/or installed by it is E-marked if required by law, it is the Customer's sole responsibility to ensure that all such Hardware used by the Customer is E-marked and OneAdvanced accept no responsibility and shall have no liability for any Hardware supplied for installation into or installed in vehicles and which are required to be either type approved and bear the EC type-approval mark or certified by an EC declaration of conformity and have affixed to them the EC conformity mark.

**2.4.** Where OneAdvanced supply Hardware for installation into or install Hardware in vehicles it accepts no responsibility and shall have no liability for contravention of any law relating to the construction or use of that vehicle. It is the sole responsibility of the Customer to check that the vehicle complies with such construction and use requirements (both before and after the supply/installation of the Hardware). Failure to ensure compliance can lead to the commitment of a criminal offence and/or the Customer's insurance being invalidated.

**2.5.** The Customer must comply with all licence terms and restrictions relating to software and firmware installed on Hardware by the manufacturer ("**Firmware**") and only use such Firmware in connection with the permitted use of the Hardware and the Customer must not (i) disclose, transfer or otherwise make available such Firmware to any third party nor permit any third party to use or have access to the Firmware or (ii) duplicate, modify or amend any of the Firmware or any part thereof save with the prior written consent of the manufacturer.

**2.6. Title to the Hardware** Title to the Hardware will pass to the Customer upon payment in full of the Hardware fee, as indicated on the Order Form. Until such time as the legal title in the Hardware passes to the Customer, it shall hold the Hardware separately from its own goods and hardware and those of any third party and shall keep the Hardware in good condition and working order (fair wear and tear excepted), properly stored, protected, insured and identified as the Customer's property. If the Customer fails to pay the Hardware price as indicated on the Order Form by the due date, OneAdvanced reserves the right to repossess the Hardware and the Customer shall deliver the Hardware (at its cost) to OneAdvanced or permit OneAdvanced to collect the Hardware as requested by it on notice and (if applicable) the Customer hereby consents and grants OneAdvanced a licence to enter the Customer's premises during Business Days to collect the Hardware.

### 3. HARDWARE SUPPORT SERVICES

**3.1 Scope** Subject to the Customer's timely payment of applicable Support fees, OneAdvanced will provide the Hardware Support Services in accordance with the Support Policies for the supported Hardware and maintenance plan indicated in the Order Form during the Term. In the event the Support Policies indicate variable maintenance plans (e.g. bronze silver or gold) all supported Hardware must be supported under the same maintenance plan unless otherwise indicated on the Order Form or agreed by OneAdvanced. For the avoidance of doubt, OneAdvanced does not provide Hardware Support Services in connection with any mobile telephone or similar devices.

**3.2. Support Policies** A current version of such Support Policies can be found on OneAdvanced's Website. The Customer agrees that it has reviewed the Support Policies and agrees to abide by such policies as amended by OneAdvanced from time to time.

**3.3. Support Levels** Support Services for Hardware include the following:

3.3.1. Subject to clause 4.3.2 and clause 3.3.4, OneAdvanced will provide Hardware Support Services for supported Hardware (except for supported Hardware designed for mobile use) located at the Delivery Location or at a location as specified on the Order Form or as mutually agreed by the parties in writing provided such locations are within the United Kingdom ("**Designated Location**"). The Customer must give OneAdvanced 60 days' prior written notice of any change to the Designated Location for any supported Hardware. OneAdvanced may request to undertake a survey of any new Designated Location to ensure the suitability of the Designated Location and assess any changes or additions to the Designated Location or the Customer's infrastructure that OneAdvanced deem necessary to ensure it can continue to provide the Hardware Support Services. OneAdvanced's costs and expenses in connection with the survey and any remedial or additional works or hardware it deems necessary and which are carried out or supplied by it shall be payable by the Customer in addition to the fees specified in the Order Form. Until any such remedial or additional works or hardware are carried out or supplied, OneAdvanced reserves the right to suspend the provision of the Hardware Support Services for the supported Hardware at the new Designated Location.

**3.3.2.** OneAdvanced will provide Hardware Support Services for supported Hardware designed for mobile use (including tablets and laptops but excluding mobile telephones or similar devices) and Hardware relating to time clocks on a remote or return to base only basis, as described in the Support Policies. It is the Customer's sole responsibility to pay the cost and expenses associated with the return of the supported Hardware to OneAdvanced premises and to maintain sufficient stocks of mobile Hardware to allow for supported Hardware to be returned to base for repair and maintenance.

**3.3.3.** OneAdvanced will provide Hardware Support Services for supported Hardware installed in vehicles only at a Designated Location unless otherwise agreed by OneAdvanced. It is the Customer's sole responsibility to ensure any such vehicle is returned to the Designated Location by the time requested by OneAdvanced.

**3.3.4.** OneAdvanced will provide Hardware Support Services for supported Hardware comprising printers on a remote or telephone basis as described in the Support Policies. Hardware Support Services for printers do not include repair or maintenance and it is the Customer's sole responsibility to arrange repair and maintenance of printers under the manufacturer's warranty or pay for the costs of such repair or maintenance, unless otherwise agreed by OneAdvanced.

**3.3.5.** During the Hardware Support Services hours, the Customer selected in the Order Form (or if none is selected as specified in the Support Policies), OneAdvanced will provide Hardware Support Services for the supported Hardware if the Customer notifies OneAdvanced that the supported Hardware has experienced a Failure or where proactive monitoring tools lead to the identification of a Failure. Hardware Support Services is limited to (i) telephone advice and assistance (ii) where practicable and specified on the Order Form, the maintenance of remote monitoring facilities and (iii) repairs, adjustments or replacements made, as OneAdvanced deem necessary, to return the supported Hardware to normal operating conditions, subject to the availability of replacement parts, components and firmware. It is the sole responsibility of the Customer to pay for all costs and expenses of all replacement parts, components and firmware updates unless such costs and expenses are covered by and transacted through a subsisting and valid manufacturer's warranty. It is the sole responsibility of the Customer to arrange for traceable, secure and environmentally responsible disposal of surplus or faulty parts or components in accordance with industry best practices and regulatory controls, to protect unauthorised access to sensitive and confidential data. Subject to clauses 3.3.2 and 3.3.4, if OneAdvanced determine the need for an on-site visit, it will use commercially reasonable efforts to have the service representative at the Designated Location within a reasonable time period, giving due consideration to the Designated Location and the nature of the Failure. In no event will OneAdvanced be responsible for any damages or liability arising from any delay in providing Hardware Support Services. Hardware Support Services performed outside of the applicable Hardware Support Services hours will be invoiced at then-current standard overtime rates. Both inbound and outbound support telephone calls may be monitored and/or recorded for quality assurance purposes.

**3.3.6.** OneAdvanced may terminate upon written notice to the Customer, Hardware Support Services for any supported Hardware due to end-of-life by the manufacturer or end of life or beyond economic repair as determined by OneAdvanced. OneAdvanced may require the Customer to purchase new Hardware after two years of supporting the supported Hardware whereupon the new Hardware shall become the supported Hardware. OneAdvanced may terminate upon written notice, Hardware Support Services for any supported Hardware not replaced by new Hardware at its request pursuant to this clause 3.3.6.

**3.3.7.** If OneAdvanced elect to continue to provide Hardware Support Services for supported Hardware that is end-of-life or which is not replaced with new Hardware pursuant to clause 3.3.6, the Customer will be invoiced at then current support rates and costs for any on-site attendance to the extent OneAdvanced expends excessive or unreasonable time providing Hardware Support Services due to the end of life nature or age of the supported Hardware and all costs of replacement parts and components, in addition to the fees set out in the Order Form.

**3.3.8.** OneAdvanced may terminate upon written notice to the Customer, Hardware Support Services for any supported Hardware removed outside the United Kingdom or to a location in the United Kingdom which it deems too remote to provide Hardware Support Services (including any Designated Location which is not within a reasonable travelling distance from its service representatives site).

3.3.9. Any Service Level applicable to any Hardware Support Services will be set out in the Support Policies. OneAdvanced shall use commercially reasonable efforts to perform the Hardware Support Services as soon as reasonably practicable and (if applicable) within the target Service Levels but no warranty or guarantee is given in respect of any time for response or performance by OneAdvanced or in respect of when a Failure will be resolved.

#### 4. GENERAL

**4.1. Limitations** Hardware Support Services do not include: (i) repair or maintenance of any hardware or equipment that is not supported Hardware; repair or maintenance of any mobile telephones or similar devices; repair or maintenance of any printers or similar equipment; any services relating to software (such as, but not limited to, operating systems) or any repair or maintenance required by software; repair or maintenance of supported Hardware that is not physically accessible on a reasonable basis to OneAdvanced; reconditioning required when repair and parts replacement cannot keep the supported Hardware in normal operating condition; the provision of consumable items or items designated within the manufacturer or customer documentation as operator responsibilities, including but not limited to: ink, rollers, print heads, ribbons, toner, cartridges, magnetic tape cassettes, batteries and paper; end of life replacement of print engines or other products that are deemed by the manufacturer to have a designated life span; any costs arising from any cabling; any costs of any repairs or replacements not supported or transacted through a valid and subsisting manufacturer's warranty, and; (ii) service needs caused by forces external to the supported Hardware and the related system (e.g., repair required by and damage resulting from accident, transportation, neglect, abuse, misuse or mishandling, software viruses, acts of nature, lightning, power surges or failures or fluctuations of electrical power, air conditioning or humidity control, communication equipment failure, use of materials or supplies which do not meet manufacturer specifications, interconnection of incompatible equipment or devices, defective electrical work, catastrophic disaster, and causes other than ordinary use). Hardware Support Services may not be used to resolve any problem that OneAdvanced determine can be resolved with training.

**4.2. Certain Additional Responsibilities** The Customer shall: install and update anti-virus software and remote access software that satisfies OneAdvanced's specifications; ensure that OneAdvanced's assigned technical personnel are able to access the Customer's system and supported Hardware remotely; update the operating system as may be required by OneAdvanced; use all Firmware, hardware and equipment according to the applicable operating manuals and in accordance with all applicable laws and licensing terms and restrictions; use all hardware, equipment and software with supplies and components that meet manufacturer specifications; regularly carry out all operator's maintenance routines in accordance with operating manuals; cause proper and recommended maintenance of hardware and equipment to be performed; keep hardware and equipment in an environment that meets the environmental conditions recommended by the manufacturer; not allow anyone other than OneAdvanced personnel to adjust, maintain or repair the supported Hardware and promptly notify OneAdvanced of any Failure; provide OneAdvanced with full, free and safe access to the supported Hardware; provide OneAdvanced with access to the Designated Location and reasonable facilities for providing services (e.g., adequate space, light and electrical power outlets); provide OneAdvanced with access to Customer personnel and procure that its personnel provide assistance and support when reasonably requested by OneAdvanced; notify OneAdvanced of any proposed changes to the supported Hardware and implement any such changes in consultation with OneAdvanced and through any change management process specified in the Support Policies; ensure that all supported Hardware has appropriate resilience equivalent with its business continuity and disaster recovery requirements; and ensure that the configuration of and data stored on the supported Hardware is backed-up in accordance with its business continuity and disaster recovery requirements and best practice including the safe storage and testing of such back-ups.

**4.3. Warranty** Without prejudice to the disclaimers contained in the Standard Terms, OneAdvanced warrants that it will perform the Hardware Support Services using reasonable skill and care.