

Account Application



ScanSource Europe S.P.R.L. - Bld. de la Woluwe 108, B-1200 Brussels, Belgium
TVA BE 0476.373.928 - RCB 666.746

For Sales, Finance and Credit call our office: ScanSource Communications Europe
Sky Business Park, Eversley Way, Thorpe, Egham, Surrey, TW20 8RF, UK
Tel. +44 (0)1784 740 000 - Fax: +44 (0)1784 471 271 - www.scansourcecommunications.eu

REQUEST TO OPEN AN ACCOUNT

Are you a reseller: Yes No

You are: Director Employee Owner
 Associate Representative

How did you hear about ScanSource?
 Press Vendor Mailing Website Other
 Trade Show Telemarketing BDM Account Manager

Company Name:

Telephone:

Fax:

Website:

Principal Contact:

Telephone:

E-mail Address:

VAT Number:

CRO Number:

Person responsible for accounts payable:

Telephone:

E-mail Address:

Invoice Address:

Shipping address (if different):

Requested Credit Limit: £

Net 30 days open

Account (N30):

Unless otherwise agreed to in a writing signed by both parties, all sales are made subject to ScanSource Europe SPRL's ("ScanSource") Trading Terms, which are contained herein, and pursuant to which all purchases must be paid within 30 days Net as from the date of invoicing. All past due amounts are subject to a 1.5% monthly financing charge or the maximum permissible under applicable law. In the event of any default on the part of Buyer hereunder, Buyer shall pay any and all collection costs, including reasonable attorneys fees incurred by seller. For new customers, the first order will have to be by transfer on our account: ING 238 859 202 257 22. Customer agrees to adhere to credit/service policies and terms and conditions established by ScanSource Europe which may be revised from time to time. ScanSource may amend its Trading Terms in its sole discretion at any time.

Handwritten confirmation: "I agree to ScanSource's Trading Terms and commit to pay ScanSource's invoices at 30 days Net"

Name of signatory

Signature

Date

RMA AND WARRANTIES

1. GENERAL CONDITIONS FOR RETURNS

Every request for return of material must be addressed by telephone, written by fax, e-mail or through

<http://www.scansourcecommunications.eu/en/returns-policy-99.htm> to the Customer Service of ScanSource.

- Material can only be returned when Customer Service issued a valid RMA number.
- An RMA number is valid for 15 days after its issue by Customer Service; consequently the concerned products must be returned to ScanSource within that period of time.
- Only material purchased at ScanSource can be returned. Verification is done based on the serial numbers, sometimes upon invoice number and date.

Returned goods must be in original manufacturers shipping cartons complete with all packing materials. All goods for return shall be returned freight prepaid or in the manner specified in the RMA.

Do not write on the product box.

The RMA number should be visible on the shipping label and outer box.

Product will be refused in the following circumstances:

- If a product is returned missing any components sent with the original order.
- If the condition of the returned product is in any way misrepresented.
- If the received product is damaged in any way.
- If there is not a valid and visible RMA number.
- If a product returned on a DOA is tested as a full functioning product.
- If product is received over 20 days after the date the RMA number is issued.
- If a product is not returned in the original packaging and/or box

Customer is ultimately responsible for the condition of the returned items. These policies should be communicated to their end-user customers.

Product that is discontinued or obsolete from the supplier does not qualify for a return.

ScanSource does not accept returns of print heads, bar code media, software or service contracts.

In cases where replacement units need to be issued, this will be actioned using the standard delivery terms. This process and costs will be provided by ScanSource.

Note: Express shipment can be offered if the claimant accepts the increased costs.

2. REASONS FOR RETURNS

DOA (dead on arrival)

- The DOA problem must be reported within 5 working days after receipt of the product (based on delivery according to tracking number of original invoice).
- If a product is tested and the problem is not duplicated, there will be a 15% "no problem found" fee charged to the customer.

Defective products

- ScanSource does not offer any warranty other than the one imposed by the manufacturer to ScanSource. Consequently, the warranty conditions proposed by ScanSource will be an exact copy of the manufacturer's. You can consult them on our web site <http://www.scansourcecommunications.eu/en/warranty-info-98.htm>.

Wrong deliveries by ScanSource

- Customer Service must be notified of all wrong deliveries within 15 days date of invoice.
- Only products in their original condition and without damages to the box will be accepted for return.
- Transportation cost for returning the material will be at the expense of ScanSource.
- ScanSource will attempt to collect goods only once. If the customer or end user is not present for the pickup, they must return the products at their own expense.

Products damaged at delivery by ScanSource

- Customer Service must be notified of all damaged deliveries within 10 days date of invoice. Damage must be reported to courier at the reception of goods. Pictures of the damage need to be supplied to Scansource: please keep all boxes available for inspection by carrier.
- Transportation cost for returning the material will be at the expense of ScanSource.

Wrong customer order

- All requests have to be made within 15 days of invoice.
- ScanSource reserves the right to issue or not an RMA number for the return of material in case the customer placed a wrong order.
- ScanSource reserves the right to charge the customer a restocking fee of at least 15% of the product value, with a minimum of € 40.
- ScanSource does not accept the return of following goods:
 - Media (Labels and ribbons)
 - Print heads
 - Software
 - Inactive products
 - Service contracts

Special/exotic products

- ScanSource will in no case take back material that was specifically ordered for a customer.

RETURN OF GOODS

Goods will be returned in their original packaging, complete, without any printed tape nor any writing on the box to following address only:

ScanSource Return Centre
ScanSource Europe
Zoning Industriel Liege Logistics.
Rue Louis Bleriot 5
B - 4460 Grace-Hollogne
Belgium

Damaged boxes are not accepted.

SHIPMENT RECOMMENDATIONS

Returns are only accepted if acknowledged through an RMA-number. This RMA-number must be clearly indicated on the upper side of the box in such way that damage of original box is excluded. Always mention the RMA-number on the freight slip as well, especially when returning the goods yourself.

CONTACT

Customer Service : Opening hours Monday - Friday 09.00 - 17.00 GMT
- Phone: 01784 740008
- Fax: 01784 471271
- Email: cust.services.europe@scansourcecommunications.eu

I have read, understand, and agree to ScanSource RMA Terms and Conditions

Reseller signature:

Date:

TERMS AND CONDITIONS

TRADING TERMS OF SCANSOURCE EUROPE SPRL

1. DEFINITIONS

- 1.1 "Products" means goods or services including but not limited to computer hardware and software items to be provided by Us to You in accordance with these terms.
- 1.2 "Third Party Software" means all software owned by or licensed to You from a third party owner (whether or not supplied by Us) and which comprises part of the Products.
- 1.3 "Us", "We", ScanSource or "Company" means ScanSource Europe SPRL or any subsidiary or associated company.
- 1.4 "You" means the ScanSource customer identified in an order to whom ScanSource may agree to supply Products in accordance with these terms and conditions.
- 1.5 "Contract" will mean the agreement of sale between Us and You.
- 1.6 "Resellers" means a company that purchases Products with the intention of selling them on rather than consuming or using them.
- 1.7 "End-user" means a company or a person who actually uses Products rather than one who makes or sells them.

2. ORDER ACCEPTANCE

- 2.1 ScanSource only sells to Resellers and all orders placed with Us by You for Products shall constitute an offer to Us, under these terms, subject to availability of the Products and to acceptance of the order by our authorised representative.
- 2.2 All orders are accepted and Products supplied subject to these express terms only. No amendment to these terms will be valid unless confirmed in writing by our authorised representative on or after the date hereof.
- 2.3 For the avoidance of doubt, your general conditions or trading terms, if any, shall be herewith explicitly excluded.

3. INDEPENDENT CONTRACTOR

The relationship between You and Us is that of an independent contractor ("Independent Contractor"). Neither party is the agent of each other, and neither party has any authority to make any obligation expressly or impliedly in the name of the other party, without that party's prior written consent for express purposes connected with the performance of this Contract.

4. DESPATCH

- 4.1 Any time or date quoted for despatch is to be treated as an estimate only. We will use reasonable endeavours to despatch the Products within the time or date quoted, but the time of despatch will not be of the essence. If, despite those endeavours, We are unable for any reason to despatch on the specified time or date, We will be deemed not to be in breach of the Contract, nor (for the avoidance of doubt) will We have any liability to You for direct, indirect or consequential loss (all three of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill, claims of third parties and like loss) howsoever caused (including as a result of negligence) by any delay or failure in despatch.
- 4.2 Delivery of the Products will be made Ex Works as defined Incoterms 2000.
- 4.3 Delivery of the Products will be accepted at any time of day. If You fail to take delivery, or provide any necessary documents, the Products will be deemed to have been delivered and We may, without prejudice to our other rights, at our option:
 - 4.3.1 store or arrange for storage for the Products until actual delivery or sale and charge You for all related costs and expenses (including, without limitation, storage and insurance); and/or
 - 4.3.2 following written notice to You, sell any of the Products at the best price reasonably obtainable in the circumstances and charge You for any shortfall below the price under the Contract.
- 4.4 From the time of the delivery, the Goods shall be at your risk and You shall be solely responsible for their custody, shipment and maintenance.
- 4.5 You must inspect the Products on delivery. If any Products are damaged, non-conforming, defective or not delivered You must notify us within five working days of delivery (or the expected delivery time). If proof of delivery is required, this must be requested within 14 calendar days of the date of the invoice.

5. CANCELLATION AND RESCHEDULING

Notwithstanding clause 6.3 below, unless otherwise agreed in writing, any request by You for cancellation of any order or for the rescheduling of any deliveries will only be considered by Us if made at least 12 hours before despatch of the Products, and shall be subject to acceptance at our consent (such consent not to be unreasonably withheld), and subject to our reasonable administration charges. You hereby agree to indemnify Us against all losses, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

6. PRICING

- 6.1 Catalogues, price lists and other advertising literature or material as used by Us are intended only as an indication as to the price and range of Products offered and no prices, descriptions or other particulars contained in them shall be binding on Us.
- 6.2 All prices are given by Us at the time of the order on an Ex-Works basis and You are liable to pay for all transport, packing and insurance costs.
- 6.3 All quoted or listed prices are based on the cost to Us of supplying the Products to You. If before delivery of the Products there is an increase in any way of such costs in respect of Products which have not yet been delivered, the price payable may be changed in order to reflect this increase without notice. Any increase in price will entitle You to cancel the order by giving written notice to Us within 2 business days of You being made aware of such increase. If You cancel the order in accordance with this condition 6.3 then:
 - 6.3.1 We will refund to You any sums which You have paid to Us in respect of that order or part of the order which has been cancelled; and
 - 6.3.2 You will be under no liability to make any payments in respect of that order or part of the order which has been cancelled.
- 6.4 All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by You and will be levied in accordance with laws in force at the tax point date.

7. PAYMENT TERMS

- 7.1 Invoices will be raised and dated by Us on the date of despatch of the Products. Unless otherwise specifically requested and agreed, invoices will be payable by You 30 calendar days from the date of invoice. If You do not pay Us in full by the due date You must pay Us interest at the rate of 3% above the base rate at the time of Barclay's Bank, calculated (on a daily basis) from the due date until payment is made in full both before and after any judgment (unless the court orders otherwise). Unless otherwise agreed, the currency of payment is Euro.
- 7.2 You must notify Us in writing within seven calendar days of the date of our invoice of any errors (for example incorrect prices) in that invoice. If You do not, You will be deemed to have accepted the accuracy of that invoice.
- 7.3 If You have a credit account with Us, We may withdraw it or reduce the credit limit or bring forward the due date for payment without notice.
- 7.4 All payments to be made by You will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.
- 7.5 Notwithstanding despatch and the passing of risk in the Products to You and notwithstanding any provision of these conditions, the title to the hardware Products shall not pass to You until We have received full payment of the price of the Products. When all prices, taxes and charges due in respect of the Products have been paid in full, title to the hardware Products only shall pass to You.
- 7.6 Until You pay all sums due to Us in respect of the Products and all other sums which are or which become due to Us from You on any account: all Products supplied to You will remain our property; all Products must be stored so that they are clearly identifiable as our property; You must insure all such Products for their full price against all risks to our reasonable satisfaction and hold the policy on trust for Us and produce a copy of your insurance policy upon request; You must hold the Products on a fiduciary basis as ScanSource's bailee; You must not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; You may use such Products and sell them in the ordinary course of your business at the best price reasonably obtainable in your business but account to Us for the proceeds of such sale(s) and allow Us to inspect records related to

such sale(s) unless we revoke that right (by informing You in writing) or You become insolvent. Payment for the Products supplied to You hereunder will be deemed to have been made when the full amount of payment is irrevocably credited to our bank account.

- 7.7 You must inform Us (in writing) immediately if You become insolvent and/or in case of seizure of or damage to the goods in your premises.
- 7.8 Your right to sell or use the Products shall cease immediately if You are in material breach of this Contract, a bankruptcy order is made against You or You enter into liquidation, whether compulsory or voluntary, or make an arrangement with creditors or petition for an administration order or have a Receiver or Manager appointed over all or any part of your assets or generally become unable to pay your debts, and in case of seizure of goods in your premises. If your right to use and sell the Products ends, You must allow Us to remove the Products, dispose of the Products so as to discharge any sums You owe Us under this or any other Contract and/or withhold delivery of any undelivered Products and stop any Products in transit. Unless we expressly elect otherwise, this Contract or any other Contract You enter into with Us for the supply of Products shall remain in existence notwithstanding any exercise by Us of our rights hereunder. The Products shall, once the risk has passed to You per the terms hereunder or otherwise, be and remain at your risk at all times unless and until We have taken possession of them, and You shall insure them accordingly.
- 7.9 You grant Us an irrevocable license at any time to enter any premises where the Products are or may be stored to inspect them or, where your right to possession has ended, to recover them.
- 7.10 Despite our retention of title to the Products, We have the right to take legal proceedings to recover the price of Products supplied should You not pay Us in full by the due date.
- 7.11 You are not entitled to pledge (or in any way charge by way of security for any indebtedness) any of the Products which remain our property, but if You do so, all monies owing by You to Us shall (without prejudice to any other of our rights or remedies) immediately become due and payable.
- 7.12 We reserve the right to stop supplying the Products to You at any time and withdraw any credit facility provided to You.

8. SPECIFICATION OF PRODUCTS

- 8.1 We will not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data of the Products. We will not be responsible for any loss or damage resulting from curtailment or cessation of supply of the Products following such variation.
- 8.2 Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified.
- 8.3 We reserve the right to increase our quoted or listed prices, or to charge accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will We consider cancellation of such orders or the return of such orders.

9. PROPRIETARY RIGHTS IN SOFTWARE PRODUCTS

You hereby acknowledge that any proprietary rights in any Third Party Software supplied hereunder including, but not limited to, any title or ownership rights, patent rights, copyrights and trade secret rights, shall at all times and for all purposes vest and remain vested in the Third Party Software owner. It is your sole responsibility to comply with any terms and conditions of any license attaching to Third Party Software supplied and delivered by Us (including if so required the execution and return of a Third Party Software license). Your failure to comply with such terms could result in You being refused a software license or having it revoked by the proprietary owner, notwithstanding other remedies included in the relevant license or by law. You further agree to indemnify Us in respect of any costs, charges or expenses incurred by Us as a result of any breach by You of such terms and conditions. No title or ownership of software Products or any Third Party Software licensed to You is transferred to You under any circumstances.

10. RETURNS

- 10.1 We reserve the right to levy a reasonable administration charge in respect of Product returns where no defects in materials or workmanship are found.
- 10.2 Returns are subject to the following: (a) prior authority having been obtained from Us which will be given at our sole discretion; (b) the request for a return must be made within 5 business days of the date of the invoice and the Products in issue must be returned within 5 business days of the authority to return; (c) our stock rotation privileges with the manufacturer; (d) the Products must be properly packed (original packaging); and (e) the Products must be in a saleable condition. We reserve the right to reject any Products which do not comply with the terms set out above.

11. WARRANTY

- 11.1 We offer no warranties in respect of the Products supplied hereunder other than as offered by the manufacturers of such Products. We shall use our reasonable endeavors to ensure that You shall receive the benefit of such warranties directly from the manufacturer.
- 11.2 We reserve the right to test Products returned as faulty and to return to You (at your expense) any products found not to be faulty. In this case We may in addition charge You our costs of testing the Products.
- 11.3 All software Products supplied are supplied 'as is'. Our sole obligation with the supply of software Products is to use all reasonable endeavours to supply a corrected version or a patch from the manufacturer concerned if the software Product fails to conform to its product description. You must notify Us of any such non-conformity within 90 calendar days of the date of delivery of the software Product. Maintenance of software and software updates or upgrades will depend on the offerings of the software manufacturer without any warranty from our side.
- 11.4 If the Products are found to be defective We will only accept the return of such Products as provided in clause 10. We will not consider any claim for compensation, indemnity or refund under liability unless it has been established or agreed with the manufacturer.
- 11.5 Except as specifically set out in this clause 11, We disclaim and exclude all other warranties, whether express or implied or otherwise (other than for breach of obligations We have by statute that may not be disclaimed), including but not limited to the warranties of description, design, non-infringement, satisfactory quality and fitness for a particular purpose, absence of harmful software code, or arising from any previous course of dealing, usage or trade practice. In no circumstances shall our liability to You for any breach of warranty exceed the price You paid for the Products with respect to which the claim is made.

12. INDEMNITIES AND LIMITS OF LIABILITY

- 12.1 We do not exclude liability (if any) to You:
- 12.1.1 for personal injury or death resulting from the Company's negligence;
- 12.1.2 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or
- 12.1.3 for fraud.
- 12.2 Except as provided in clauses 6.3, 11 and 12.1 We will be under no liability to You whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, claims of third parties, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:
- 12.2.1 any of the Products, or the manufacture or sale or supply, or failure or delay in supply, of the Products by Us or on the part of our employees, agents or sub-contractors;
- 12.2.2 any breach by Us of any of the express or implied terms of the Contract;
- 12.2.3 any use made or resale by You of any of the Products, or of any goods incorporating any of the Products; or
- 12.2.4 any statement made or not made, or advice given or not given, by or on behalf of Us.
- 12.3 We do not, under any circumstances, accept liability when acting as a consultant, either directly or to a third party relating to advice on a technical or commercial level as a response to requests made. It should be noted that We do not accept liability in any form when visiting either Reseller or Reseller customer sites upon invitation to

assess any given situation relating to hardware or software supplied directly or otherwise.

- 12.4 Except as set out in clauses 6.3 and 11 We exclude, to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in your favour.
- 12.5 You agree to fully indemnify, keep indemnified and hold harmless Us and our employees from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which We or our employees incur or suffer as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance by You or your authorised representative. You also agree to fully indemnify Us against all liabilities, costs, losses and damages whatsoever suffered or incurred by Us and arising out of claims by third parties in respect of or in connection with any acts or defaults by You, your employees, or representatives.

13. EXPORT AND/OR RE-EXPORT LIMITATION

Regardless of any disclosure made by You to Us of an ultimate destination for any Products, You will not export or re-export any Products without first obtaining all such written consents or authorisations as may be required by any applicable government regulations.

14. CONTRACT

- 14.1 The headings in these terms are for ease of reference only and shall not affect their interpretation or construction.
- 14.2 No forbearance, delay, or indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.
- 14.3 You agree not to assign any of your contractual rights without our prior written consent.
- 14.4 If any of these terms are unenforceable as drafted it will not affect the enforceability of any other of these terms and if it would be enforceable if amended, it will be treated as so amended.
- 14.5 Neither party shall be liable to the other for any delay in failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure including any act of God, fire, explosion, accident, shortage, industrial dispute, military or government restriction, or any cause beyond its reasonable control.
- 14.6 Any document or notice by either party which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. In the case of post the document or notice will be deemed to have been given two working days after the date of posting. All such notices must be signed.
- 14.7 These terms shall be construed in accordance with English Law and the English and Welsh courts shall have non-exclusive jurisdiction.
- 14.8 The parties to the Contract do not intend that any of its terms will be enforceable by any person not a party to it.
- 14.9 You agree that the above provisions are fair and reasonable and that these terms constitute the entire agreement relating to the Products between You and Us.
- 14.10 You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in these terms. Nothing in this clause 14.10 will exclude our liability in respect of any statements made fraudulently.
- 14.11 Nothing in this Contract confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999, or any similar statute or regulation.

15. ACCEPTANCE OF TERMS AND CONDITIONS

By clicking the button "Accept Terms", You accept our general terms and conditions.

16. AVAYA GOODS

Sales of Avaya Products are subject to additional terms and conditions as follows:

A. Definitions

"Avaya" means, as the context requires, either Avaya Inc. or Avaya International Sales Limited or the appropriate Avaya Affiliate or permitted assignee.

"End User" means a third party that purchases Goods from Buyer for the internal use by such third party and not for resale or sublicense.

"Licensed Trademarks" means Avaya's trademarks, insignia, logos, promotional signatures, and symbols which are associated with the Goods and owned by Avaya.

"Services" means those Avaya maintenance, installation, implementation, network consulting and/or other Services which Buyer purchases and resells to End Users.

"Added Products" means additional products of the same type and manufacturer(s) as the existing Supported Products which are located with existing Supported Products at a Supported Site, and which will be added to an order for Maintenance Services automatically for the remainder of the term.

"Deliverable" means any customized software, hardware, documentation, or other work product of Implementation Services. Deliverables do not include generally available hardware and software and are not Goods.

"Error" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications that were currently applicable when the Supported Product was purchased or licensed.

"Implementation Services" means installation or Professional Services, as specified in an order and further described in an applicable Implementation Service Description (ISD) or where custom Implementation Services are involved, an SOW. Implementation Services do not include Maintenance Services. Implementation Services may be performed on a time and material (T&M), one-off or milestone basis.

"Maintenance Services" are services to maintain Supported Products including error correction and software updates, as more fully described in the applicable Service Description.

"Professional Services" means consulting or professional services where Avaya creates Deliverables as specified in an order and further described in an SOW or Service Description.

"Service Description" means the applicable Avaya Service Description or Service Agreement Supplement then current as of the date of Avaya's acceptance of an order for Services and available to Buyer upon request and for the avoidance of doubt, includes Implementation Service Descriptions (ISD) which are standardized service descriptions applicable for certain Implementation Services.

"Statement of Work" or "SOW" means a statement of work to be executed by Buyer for certain Implementation Services.

"Services" means the Maintenance Services, Implementation Services and/or other support services described in Avaya's then current generally available

Service Description available for Supported Products, or, for those services subject to a Statement of Work, as described in such Statement of Work. Except to the extent expressly stated to the contrary in the applicable Service Description or Statement of Work, none of the following are included in Services:

- Diagnosis or support of products other than Supported Products, including without limitation systems interfacing with Supported Products;
- Correction of problems due to interoperability or non-compatibility of Supported Products with third party products, unless such interoperability is provided for in the Documentation;
- Support of Supported Products that have been subjected to misuse, neglect, accident, abuse, power failures or surges, lightning, fire, flood, Act of God or act of war or terror or have been installed, configured, used, repaired or altered contrary to their Documentation or prior Avaya authorization, or that have had their serial numbers altered, defaced or deleted;
- Data recovery services;
- Services associated with relocation of Supported Products;
- Correction of problems due to failure to apply or install previously applicable Updates provided by Avaya;
- Support of Supported Products used in breach of applicable Software restrictions;

- Supply of Upgrades or new optional software features;
- Support of user-defined applications;
- Making corrections to user-defined reports

“Supported Products” means: (i) Products identified in an order and accepted by Avaya; and (ii) Added Products. Supported Products may include non-Avaya products to the extent they are specified in the accepted order.

“Supported Systems” means a group of products or networks specified in the order and accepted by Avaya.

“Supported Sites” means locations specified in the order.

“Update” means a change in the software that typically provides a maintenance correction only. Updates are typically designated as a change in the digit to the right of the second decimal point (e.g. n.y.[z]) representing a re-release of the corrected software version, or an issue(s)-specific correction provided in the form of a patch, service pack, maintenance release, etc.

“Upgrade” means a new release of software that provides additional functionality and as more specifically described in the applicable Service Description.

B. Buyer will: (i) communicate to your End Users the software license types applicable to the Avaya Goods ordered by such End User; (ii) obtain the End User’s written agreement to the Avaya Global License Terms prior to or upon your acceptance of an order from End User; (iii) not agree to any contractual limitations on the End User’s liability for violations of Avaya’s intellectual property rights, including through breaches of a software license or reverse engineering, and (iv) maintain a copy of each such End User license agreement and Avaya shall have the right to obtain a copy of such upon request. More detailed information about Avaya’s Global License Terms can be found on their website at <http://support.avaya.com/LicenseInfo>.

C. Buyer is granted a limited, non-exclusive, non-sublicensable and non-transferable license to use Avaya’s trademarks (the “Licensed Trademarks”) associated with the Avaya Products you are purchasing, in connection with the advertisement, promotion, sale or marketing of Avaya Products in the United Kingdom. Avaya and its Affiliates have a right as a third party beneficiary to enforce the protection of Avaya’s rights in these Licensed Trademarks. Buyer will maintain a copy of this license agreement and Seller and Avaya shall each have the right to obtain a copy of such upon request. Buyer will not use the Licensed Trademarks in any way to imply: (i) Avaya’s endorsement of products, services or materials other than Avaya Products and/or services; or (ii) that you are authorized to resell any Avaya products or services other than Avaya Products. You will not alter or remove any of the Licensed Trademarks applied to an Avaya product without the prior written approval of Avaya. All goodwill created from the use of Licensed Trademarks inures to the benefit of Avaya and its licensors.

D. The following terms and conditions apply specifically to Avaya Services. If you fail to follow any of these requirements, then neither Seller nor Avaya are under any obligation whatsoever to provide the requested Services: (1) for any Services pursuant to which Avaya provides co-ordination of support or case management services with third party vendors, you authorize Avaya to release this information to the third party vendor, even if the third party vendor is outside of your (or the end user’s) country. Buyer will provide all necessary consents and will indemnify and hold harmless Avaya and its Affiliates from any and all costs, expenses, liabilities and claims arising from your delay or failure to do so; (2) Buyer is responsible for securing all necessary approvals, consents and performance from the End User required in order for Avaya to provide the Services; (3) Buyer will, and will ensure that the End User will, at all times provide Avaya, its agents and/or subcontractors with unrestricted access to the supported Goods both at the premises during the agreed times indicated in the Services and remotely; (4) you will co-operate in all reasonable ways with personnel of Avaya in relation to Avaya’s performance of its obligations, and by way of example, but not limitation, including: (i) in the diagnosis, investigation and correction of any reported Error; (ii) providing Avaya any further information that Avaya may reasonably require to fulfill its obligations hereunder; (iii) keep backup or archival copies of your databases and computer records in accordance with good computing practices; (iv) notify Avaya in advance of any significant configuration changes; (v) if there are obligations that Avaya requires of Seller as the distributor, those obligations also apply to Buyer and to the end user and you or the end user will comply with such obligations where applicable, including as provided in the applicable Service Description

or Statement of Work; (5) you will notify Avaya, in advance before any move of Supported Products. Identical Services may not be available in all locations and in such circumstances either cancellation charges will apply or additional charges may apply if Avaya incurs additional costs in providing Services as a result of Buyer’s or an End User’s move of Supported Products; (6) in the event one or more network address(es) to be monitored by Avaya are associated with systems owned, managed, and/or hosted by a third party (“Host”), Buyer will: (i) notify Avaya of the Host prior to commencement of the services; (ii) obtain the Host’s advance written consent for Avaya to perform the services on the Host’s computer systems and provide Avaya with a copy of the consent upon request; and (iii) facilitate necessary communications between Avaya and the Host in connection with the services; (7) Buyer continuously represents to Avaya that all Goods listed in any order for Maintenance Services are Supported Products.