

GENERAL TERMS AND CONDITIONS

HOFY LTD

1. CONTRACT

- 1.1. These terms and conditions (the "**Terms**") form a legally binding agreement between Hofy Ltd ("**Hofy**") and the Customer, enabling the Customer to subscribe to the Hofy Platform in order to purchase Services and available Equipment from Hofy, subject to payment of the applicable Charges and Applicable Taxes.
- 1.2. The Customer shall subscribe for access to the Services set out at clauses 2.1.1. to 2.1.3. below, and select its tier of access to the Services either on Hofy Platform or via a Service Order signed by the Customer ("**Service Order**").
- 1.3. If the Customer wishes to purchase Equipment or additional Services it shall request such Equipment or Services via the Hofy Platform, select the desired Service Term, and agree to the applicable Charges ("**Offer**"). Any off-Platform requests for Services which are submitted by a Customer's Organisation Manager (or other agreed representative of the Customer) shall also be deemed to be an Offer.
- 1.4. Together, an Offer and/or Service Order and the Terms form an "**Agreement**" between the Customer and Hofy in respect of the purchase of any Equipment or Service. Any Agreement is binding only once the Offer is accepted by Hofy.
- 1.5. Any order forms or other correspondence that the parties may use for the fulfilment or ordering of any Equipment or Services or otherwise for administering any part of an Agreement (other than a Service Order) will be for administrative convenience only and any terms and conditions included in such forms will have no effect and will not modify an Agreement (even if such forms state otherwise).
- 1.6. The Schedules form part of these Terms.

2. SERVICES

- 2.1. Hofy provides the following Services to its Customers:
 - 2.1.1. SAAS Platform Access (Schedule Two)
 - 2.1.2. Lease of Equipment (Schedule Three)
 - 2.1.3. Global Hardware Support Services (Schedule Four); and
 - 2.1.4. Optional Services (Schedule Five)
- 2.2. Hofy may also offer Customers the ability to purchase available Equipment (Schedule Three).

3. COMMENCEMENT AND DURATION OF TERMS AND AGREEMENTS

- 3.1. These Terms commence on the date of the Customer's signature of any Service Order (or the date the Customer first accesses the Platform, if earlier) ("**Effective Date**").
- 3.2. These Terms shall continue in force until all Agreements have expired or been terminated.
- 3.3. Each Agreement made on the Platform shall commence on the date that the Customer's Offer is Confirmed by Hofy (the "**Agreement Date**") and shall continue (in the case of Agreements for Services) until terminated in accordance with clauses 14. or 15. (Termination or Early Termination).
- 3.4. Any Agreement which is not entered into on the Platform shall commence on the date of the Customer's signature of the relevant Service Order and shall continue until terminated in accordance with clause 14. or 15. (Termination or Early Termination).

4. START DATE FOR SERVICES (INCLUDING LEASES OF EQUIPMENT)

- 4.1. The Services shall commence on the applicable "**Start Date**" for each Service as follows:
 - 4.1.1. Services for the lease of Equipment shall commence on the Lease Commencement Date and continue for at least the minimum term selected on the Hofy Platform unless or until terminated in accordance with clauses 14. or 15. (Termination or Early Termination).
 - 4.1.2. All other Services (including access to the Platform) shall commence on the date specified in the Service Order (or on the Platform, as the case may be), or as soon as reasonably practicable thereafter, and continue for the term stated in the Service Order (unless earlier terminated in accordance with these Terms).
- 4.2. Changes made by the Customer's Organisation Managers to the length of Services on the Platform shall supersede any prior instructions in a Service Order.

5. HOFY OBLIGATIONS

- 5.1. Hofy shall:
 - 5.1.1. Use commercially reasonable endeavours to commence performance of each Service upon the specified Start Date or as agreed in writing with the Customer (including via the Hofy Platform);
 - 5.1.2. Ensure that the Services shall materially conform to their description in these Terms;
 - 5.1.3. Perform the Services using suitably qualified and experienced personnel; and in accordance with good industry practice.

- 5.2. To the extent that Hofy is unable to comply with any obligation, or is delayed in complying with any obligation, as a result of any act or omission by the Customer, Hofy shall be entitled to an extension of time equivalent to the delay caused by such act or omission.

6. CUSTOMER OBLIGATIONS

- 6.1. The Customer shall:
- 6.1.1. comply with all obligations and responsibilities allocated to it, or to its employees or personnel, as specified in these Terms; and
 - 6.1.2. provide all cooperation and assistance to Hofy as Hofy may reasonably request to enable Hofy to provide the Service or conclude any agreement for purchase.
- 6.2. To the extent that the Customer is unable to comply with any obligation, or is delayed in complying with any obligation, as a result of any act or omission by Hofy, the Customer shall be entitled to an extension of time equivalent to the delay caused by such act or omission.

7. CHARGES

- 7.1. The Customer shall pay the Charges applicable to each Service and for each Purchase. **"Charges"** means all fees and charges payable by the Customer for access to and use of the Hofy Platform and the Service(s) and/or any Purchases, as set out in Hofy's Pricing Information and include but are not limited to the Charges set out at clause 7.2. Hofy's **"Pricing Information"** comprises (1) Pricing displayed at point of purchase on the Platform (2) Hofy's current Pricing and Service Overview and (3) Any additional relevant pricing terms provided in any Service Order (as applicable).
- 7.2. Charges may include but are not limited to: Platform Subscription fee; Global Hardware Support services fee; Equipment Subscription fees; Extended Warranty, Purchase fees; Delivery and express delivery charges; Equipment redistribution charges; Early Termination Fees; Recovery and disposal of non Hofy equipment; Custom product sourcing charge; Non Hofy device handling charge; Remote IT service desk charge; Device Pre Configuration charge; Device Management; or any other Charges stated on the Hofy Platform or agreed between the Parties.
- 7.3. Other than as expressly set out in any Agreement, all Charges are non-refundable.
- 7.4. **Rental or purchase charges:** The Charges for the costs of Equipment rental or purchase are set out on the Hofy Platform. Charges vary by country. Country multipliers may be applied to any lease or purchase of Equipment, which reflect the additional costs of providing products and services in certain countries. Information about these multipliers shall be provided at the time of lease or purchase.
- 7.5. **Price changes:**
- 7.5.1. Hofy shall not increase the Total Cost of any leased or purchased Equipment after the order for that Equipment has been Confirmed by Hofy.
 - 7.5.2. Subject to clause 16.4., Hofy shall not increase the Total Cost of any Agreement for Services during the Service Term of that Agreement.
- 7.6. Subject to clauses 7.5.1. and 7.5.2., Hofy reserves its right to increase or decrease its Charges for Equipment or Services in accordance with its Pricing Information from time to time in force.

8. TAXES

- 8.1. Subject to Clause 8.4., Hofy shall charge and the Customer shall pay all Applicable Taxes due in respect of all Agreements.
- 8.2. **"Applicable Taxes"** means all taxes, including national and local sales, use or value-added taxes (VAT), goods and services tax (GST), consumption tax, customs duties, withholding taxes or similar charges imposed by any government entity at the rate prevailing at the time of invoice.
- 8.3. The Customer shall pay all Applicable Taxes without reduction to the net Charges due under any Agreement. All prices are quoted by Hofy net of Applicable Taxes, unless the price specifically states otherwise.
- 8.4. The Customer shall make all payments due under any Agreement without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required, Customer shall, when making the payment to which the withholding or deduction relates, pay to Hofy such additional amount as will ensure that Hofy receives the same total amount that it would have received if no such withholding or deduction had been required.

9. BUSINESS CREDIT

- 9.1. Subject to the Customer's satisfactory completion of identity, anti-fraud and credit checks (which may be conducted by Hofy's approved Third Party Finance Provider or another appointed provider), Hofy may make business credit available to the Customer to enable the Customer to purchase Equipment and/or Services on extended payment terms.
- 9.2. The Customer authorises Hofy to provide any necessary information to the Third Party Finance Provider in order to process an application for business credit, and in order to manage invoicing and credit control during the course of any agreement between the Customer and Hofy. Applications for business credit may be submitted prior to the Customer entering into any Agreement with Hofy.
- 9.3. Hofy shall communicate any business credit limit (and any updates to that limit) to the Customer.
- 9.4. A successful application for business credit may result in all or part of the Charges due from the Customer to Hofy being assigned to Hofy's Third Party Finance Provider. In such cases, the Customer agrees to pay the Charges directly to the Third Party Finance Provider in accordance with its obligations under these Terms.
- 9.5. If any Customer's order exceeds its approved level of business credit without Hofy's prior written consent then Hofy will require upfront payment of any orders which exceed the approved level.
- 9.6. Business credit is provided in Hofy's absolute discretion and may be reduced or withdrawn at any time. In the event of any reduction or withdrawal of business credit, Hofy may require upfront payment of new orders and/or may suspend the

- Services in the event that the Customer fails to make payment of any valid and proper invoice within the period of the Payment Terms, in addition to the remedies available to Hofy at clause 11.
- 9.7. Any Customer who applies for business credit warrants and represents as part of that application that it is a business, and not a consumer within the meaning of any applicable local consumer credit regulations.
 - 9.8. Business credit may not be available to Customers in all jurisdictions.

10. INVOICES

- 10.1. Hofy shall be entitled to invoice the Customer at such intervals as specified in the Service Order or on the Hofy Platform.
- 10.2. Hofy uses its international network of group companies to fulfil requests for Equipment and Services to all countries served by Hofy. The Customer acknowledges that Hofy may use any Hofy Group Company to fulfil the Customer's order at its absolute discretion. Accordingly, the Customer agrees that Hofy's invoices may be issued by Hofy or a Hofy Group Company and the Customer shall be responsible for paying any VAT, GST, sales tax or similar local taxes which arise as a result. Any invoice issued by a Hofy Group Company shall be valid as though issued by Hofy under these Terms.
- 10.3. The Customer shall pay all valid and properly due invoices in accordance with the Payment Terms.
- 10.4. If the Customer receives an invoice which the Customer reasonably believes specifies a Charge which is not valid and properly due ("Disputed Charge"):
 - 10.4.1. The Customer may withhold payment of the Disputed Charge and shall notify Hofy within fourteen (14) days after receipt of the invoice, of the nature of the dispute and the parties shall commence, within five (5) days after the receipt of the Customer's notice, to resolve the dispute;
 - 10.4.2. The Customer shall pay any part of the invoice which is not a Disputed Charge in accordance with the Payment Terms; and
 - 10.4.3. Once the dispute has been resolved, Hofy shall, if necessary, issue the Customer with a revised invoice for the amount due. The Customer shall pay the amount due within fourteen (14) days of the date of receipt of this invoice. Alternatively, Hofy and the Customer may agree that the Customer shall receive credit against a future invoice. Any such credit may not be backdated against previous invoices.
- 10.5. The Customer shall settle invoices submitted pursuant to this clause 10. by direct debit, card payment or electronic transfer to such bank account(s) as Hofy may nominate from time to time, or as otherwise agreed between the parties.

11. LATE PAYMENT

- 11.1. Notwithstanding clause 10.4., in the event the Customer does not pay any reasonable and proper Charges in accordance with the Payment Terms, Hofy shall be entitled to:
 - 11.1.1. Charge interest on such overdue amount from the due date for payment until the date of actual payment at the rate of 3% above the base rate of the Bank of England from time to time; and/or
 - 11.1.2. Upon 7 days' prior written notice setting out the overdue Charge and indicating Hofy's intention to exercise its rights under this clause, cease accepting new Customer orders. Upon payment of all overdue Charges, Hofy shall promptly recommence provision of the Services; and/or
 - 11.1.3. Upon 7 days' prior written notice to the Customer, if the Charge remains unpaid for more than 30 days, Hofy may suspend provision of the Services under all Agreements between Hofy and the Customer. Upon payment of all overdue Charges, Hofy shall promptly recommence provision of the Services; and/or
 - 11.1.4. Upon 7 days' prior written notice to the Customer, if the Charge remains unpaid for more than 45 days, Hofy may treat the Agreement to which such Charge relates as having been terminated early by the Customer under clause 15., and issue an invoice for the additional Charges due. If Hofy is subsequently unable to recover the Equipment, Hofy shall be entitled to deem the Equipment sold to the Customer in accordance with clause S3.17.9.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. **Ownership:** Hofy (or its licensors) own and retain ownership of all Intellectual Property Rights in and to the Services (including the Hofy Platform, all Software and all modifications or improvements to such Software, used in or for the purposes of the Services and including any developments whether or not made pursuant to the provision of any Services).
- 12.2. **Licence:** Subject to payment of the Charges and Customer's compliance with these Terms, Hofy grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable licence (i) for the duration of the Term to access and use the Hofy Platform, and (ii) for the duration of each applicable Service Term to access and use the Services, each for Customer's internal business operations.
- 12.3. **Customer Data:** All Intellectual Property Rights in the Customer Data shall vest in the Customer upon their creation absolutely and Hofy shall obtain no rights, title or interest in the Customer Data except as set out in these Terms. The Customer hereby grants Hofy and its authorised third party subprocessors a non-exclusive, non-transferable non-sublicensable licence for the duration of the Agreement to access and use the Customer Data for the purpose of providing the Services; and a non-exclusive, non-transferable, non-sublicensable, irrevocable and perpetual licence to use anonymised Customer Data for the purposes of (i) improving and enhancing the Services; and (ii) other development, diagnostic and corrective purposes in connection with the Services (including any enhancements, new functionality and / or improvements whether or not the foregoing are made available to the Customer).
- 12.4. **Licence restrictions:** The Customer shall not, and shall not permit any third party to, except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties:
 - 12.4.1. Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Hofy Platform or the Software (as applicable) in any form or media or by any means;

- 12.4.2. Attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Hofy Platform or the Software;
- 12.4.3. Access all or any part of the Services in order to build a product or service which competes with the Services;
- 12.4.4. Licence, sell, rent, lease, transfer, assign, distribute, display, disclose, otherwise commercially exploit, or otherwise make the Services available to any third party; or
- 12.4.5. Attempt to obtain, or assist third parties in obtaining, access to the Services.
- 12.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and shall promptly notify Hofy of any such suspected use.
- 12.6. **Indemnity:** Subject to clause 13.3., Hofy shall indemnify the Customer and its respective officers, directors, employees, agents and contractors (the "Customer Connected Entities") against all costs awarded in final settlement of any claims by a third party against the Customer and the Customer Connected Entities that use by the Customer of the Services in accordance with the Agreement infringes a third party's Intellectual Property Rights.
- 12.7. The indemnity set out in clause 12.6. shall not apply to the extent any such claim arises as a result of (i) the provision of any materials provided or made available to Hofy in connection with the delivery of the Services or the Agreement by or on behalf of the Customer; (ii) the modification of the Hofy Platform, any Software or Service (or part thereof) by or on behalf of the Customer; or (iii) the use of any Services other than as permitted under the Agreement.
- 12.8. In the event of a claim pursuant to the indemnity provided under clause 12.6., the Customer shall as soon as reasonably practicable give to Hofy written notice of the claim and all details of the claim from time to time in its knowledge or possession, shall not make any admissions or otherwise take or fail to take any action which would be prejudicial to the Customer; and shall take all reasonable steps to cooperate with Hofy in the defence of such claim, proceedings or negotiations.

13. LIMITATION OF LIABILITY

- 13.1. Neither party excludes or limits liability to the other party in respect of:
 - 13.1.1. death or personal injury caused by its negligence;
 - 13.1.2. any fraud or fraudulent misrepresentations;
 - 13.1.3. any liability arising out of or in connection with the Agreement which cannot be excluded or restricted by law; or
 - 13.1.4. the payment of the Charges and Applicable Taxes due under the Agreement.
- 13.2. Subject to clause 13.1., neither party shall be liable for:
 - 13.2.1. any indirect, consequential or special loss; or
 - 13.2.2. any loss of profit, loss of business or contracts, lost production or operation time, loss of or corruption to data, loss of goodwill or anticipated savings, however arising (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise), whether or not such loss was foreseeable or if the party which would otherwise be liable for such loss was advised of its possibility (and, for the purposes of this clause 13.2., the term "loss" includes a partial loss or reduction in value as well as a complete or total loss).
- 13.3. Subject to clauses 13.1. and 13.2., each party's liability (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in connection with any breach of the Data Processing Schedule and/or the Data Protection Law shall be limited, in aggregate, to three (3) times the Charges under all Agreements between Hofy and the Customer which were paid by the Customer in the 12 months immediately preceding the breach; and any other liability arising from breach of these Terms, any Agreement under them, or any Equipment or Service supplied by Hofy (including, for the avoidance of doubt, any liability arising under clause 12.6.) shall be limited in aggregate to all Charges under all Agreements between Hofy and the Customer which were paid by the Customer in the 12 months immediately preceding the breach.
- 13.4. Other than as expressly set out in the Agreement, all other warranties, representations, pre-contractual statements, conditions and all other terms of any kind whatsoever implied by statute or common law (including but not limited to, any warranty regarding fitness for purpose, quality, merchantability or non-infringement) are, to the fullest extent permitted by Applicable Law, excluded.

14. TERMINATION OF SERVICES

- 14.1. These Terms shall terminate automatically once all Agreements made under them have terminated (unless otherwise extended by the Parties in writing).
- 14.2. Termination of any one or more Agreements (for any reason) shall not terminate any other Agreements.
- 14.3. **Termination for Cause:** Without prejudice to any other rights or remedies it may have, either party may, by giving no less than thirty (30) days written notice to the other party, terminate any Agreement for Services:
 - 14.3.1. if the other party commits a material breach in respect of the Agreement or Applicable Law which is either not capable of remedy or is not remedied within thirty (30) days of written notice requiring it to be remedied;
 - 14.3.2. if the other party suffers a Force Majeure Event for at least fourteen (14) days which prevents it from complying with its obligations under the Agreement and the parties cannot agree a reasonable workaround; or if the other party suffers or undergoes an Insolvency Event (other than where prevented from exercising such right in accordance with Applicable Law).
- 14.4. In the event of a material breach by the Customer which affects either the security of Hofy's systems or Hofy's ability to provide the Services, Hofy may (in addition to its right to terminate) immediately suspend access to the affected Services under all Agreements between Hofy and the Customer until such time as the material breach is remedied or the Agreements are terminated. Material breaches shall include but not be limited to any breach by the Customer of clauses 12.4., 12.5. or S2.6.
- 14.5. **Termination for Convenience:** Either Party may terminate any Agreement for Services on 30 days' written notice following the end of the Service Term, unless the Agreement is renewed for a further fixed term in accordance with clause 15. This right to terminate is subject to any continuing requirement to maintain any bundled services under clause S3.12. or S3.15. Any termination for convenience prior to the end of any Service Term shall be an Early Termination and subject to clause 15.

- 14.6. Termination of any Agreement (in whole or in part) shall not affect any right of action or remedy which shall have accrued to any party up to and including the date of such termination.
- 14.7. The provisions of clauses 12., 13., and 17. shall survive termination or expiry of the Agreement, as shall any other clauses which by their nature survive termination or expiry.

15. EARLY TERMINATION OF SERVICES

- 15.1. If the Customer terminates any Agreement for Services prior to the end of the Initial Service Term, this shall be an **"Early Termination"** and the following provisions shall apply.
- 15.2. The Customer shall provide notice of the Early Termination through the Platform in the case of Equipment Subscription Services, and in writing to Hofy in the case of any other Services.
- 15.3. The termination date shall be:
 - 15.3.1. In the case of Equipment Subscription Services, the date on which any Equipment subject to Early Termination is returned by the Customer to Hofy's appointed collection provider.
 - 15.3.2. In the case of all other Services (or where Equipment is purchased following the termination of the Equipment Subscription Service), the Customer's preferred termination date (as selected on the platform).
- 15.4. The Customer shall pay a fee which is equivalent to the Charges and Applicable Taxes remaining to be paid under the Agreement, less any applicable discount contained in Hofy's Pricing Information (the **"Early Termination Fee"**).
 - 15.4.1. Hofy shall notify the Customer of the applicable Termination Fee upon Customer giving notice to terminate, and the Customer shall be given the option to proceed with the termination or continuing with the Agreement for Services.
 - 15.4.2. Following an Early Termination of Equipment Subscription Services, the Customer shall return all leased Equipment to Hofy. In the event that the Customer fails to return such Equipment, the Equipment shall be deemed to be sold to the Customer in accordance with clause S3.17.8.
 - 15.4.3. Charges and Applicable Taxes already paid are non-refundable.

16. RENEWALS

- 16.1. At the end of each Service Term, all Services shall automatically renew for the period stated on the Platform unless earlier terminated by the Customer for cause or convenience in accordance with clauses 14. and 15.
- 16.2. Customers may opt out of automatic renewal on the Platform, in which case the Services shall terminate at the end of the Service Term unless otherwise renewed by the Customer.
- 16.3. The length of the renewal term for each Service shall be specified on the Platform. In the case of automatic renewals, the length of the renewal term shall not exceed one year.
- 16.4. All renewals are subject to the Terms and Pricing Information in force at the time of the renewal, in accordance with the Terms and Pricing Information displayed on the Platform at the time.

17. CONFIDENTIALITY

- 17.1. Each party will:
 - 17.1.1. Keep all Confidential Information given by one party (the "Disclosing Party") to the other party (the "Recipient") or otherwise obtained by the Recipient confidential and will not (except as expressly permitted) disclose the Confidential Information to any third parties, make copies of material containing the Confidential Information or otherwise use the Confidential Information;
 - 17.1.2. Safeguard the Confidential Information and comply with any requirements reasonably specified by the Disclosing Party from time to time;
 - 17.1.3. Implement security practices against any unauthorised copying, use, disclosure, access, damage or destruction of the Confidential Information; and
 - 17.1.4. Immediately notify the Disclosing Party if the Recipient suspects or becomes aware of any unauthorised access, copying, use or disclosure of the Confidential Information in any form or if the Recipient is required by law to disclose any of the Disclosing Party's Confidential Information.
- 17.2. The Recipient may only use and copy the Disclosing Party's Confidential Information to the extent necessary to comply with its obligations under the Agreement or to enable the Recipient to exercise its rights under the Agreement.
- 17.3. Nothing in the Agreement prohibits the use or disclosure of any Confidential Information by either party to the extent that:
 - 17.3.1. The information has been placed in the public domain otherwise than due to a default of the Recipient;
 - 17.3.2. Disclosure is required by Applicable Law, but the party must use its best efforts to minimise any such disclosure;
 - 17.3.3. Information has been independently developed by the party without reference to the Confidential Information of the other party; or
 - 17.3.4. The other party has approved in writing the particular use or disclosure of the Confidential Information.
- 17.4. The parties acknowledge that each party will be entitled to equitable relief against the other (in addition to any other rights available under the Agreement or at law) if any party breaches any of its obligations under this clause 17.
- 17.5. The obligations with respect to Confidential Information disclosed under the Agreement will survive termination and expiry of the Agreement and will continue for as long as the information remains confidential. On termination or expiry of a Service, the Recipient shall at the direction of the Disclosing Party, return or securely destroy the Disclosing Party's Confidential Information.

18. DATA PROTECTION

- 18.1. The parties shall each comply with their respective obligations set out in the Data Processing Schedule.

19. LEGAL COMPLIANCE

- 19.1. Hofy provides the Hofy Services to registered companies only, and not to individuals, sole traders, or small partnerships (i.e. partnerships with less than four partners). By accessing the Hofy Services, Customer confirms, as a condition of its access, that it is a company duly incorporated, validly existing and in good standing in its applicable country of jurisdiction.
- 19.2. The Customer confirms that the lease or purchase of Equipment is for its own use, not for re-leasing, resale, export, re-export, or transfer.
- 19.3. At the request of the Customer, Hofy may, at its absolute discretion, agree to sell Equipment or provide Services to a Customer Affiliate under these Terms. In such circumstances, any Agreement entered into under these terms shall be with the Customer, unless Hofy expressly agrees otherwise in writing. The Customer shall remain responsible for the performance of all obligations under the Agreement, including the payment of all Charges and Applicable Taxes, notwithstanding (1) that Hofy is providing Equipment or Services to any Customer Affiliate, (2) any arrangement whereby Hofy agrees to bill the Customer Affiliate directly for the Equipment or Services or (3) that Hofy may provide the Customer Affiliate with a separate credit limit. If Hofy permits a Customer to provide access to the Hofy Platform to a Customer Affiliate under its account with Hofy, the Customer warrants and represents that it will provide the Customer Affiliate with a copy of these Terms and ensure that the Customer Affiliate complies with all relevant terms, including but not limited to clauses 12., 18. and S2.6.
- 19.4. Each party represents that it is not the subject or target of economic sanctions of the United States, European Union or other applicable jurisdictions, and that it is not located in a jurisdiction which is the subject of any such sanctions.
- 19.5. Each party confirms that, as at the Effective Date, it is not subject to any Insolvency Event.

20. ANTI BRIBERY AND CORRUPTION

- 20.1. Each party shall:
 - 20.1.1. Comply with all Applicable Laws, regulations, codes and sanctions relating to bribery and corruption in all applicable territories;
- 20.2. Each party represents and warrants that:
 - 20.2.1. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with these Terms;
 - 20.2.2. Neither it nor its officers or employees have been convicted of any offence relating to bribery or corruption and there are no pending court actions or charges against it or any person engaged by it.

21. ANTI SLAVERY

- 21.1. Each party shall comply with all Applicable Laws, regulations, codes and sanctions relating to the prevention of slavery and human trafficking in all applicable territories.

22. FORCE MAJEURE

- 22.1. Other than in respect of Customer's obligation to pay the Charges and Applicable Taxes, neither party shall be in breach of the Agreement to the extent it is unable to comply with its obligations due to a Force Majeure Event.
- 22.2. The party suffering the Force Majeure Event shall take all reasonable steps to implement a workaround and shall keep the other party informed of the impact of the Force Majeure Event to the extent reasonably possible.

23. SEVERABILITY

- 23.1. If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
- 23.2. In the event of any such severance, the parties shall negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.

24. VARIATIONS AND ALTERATIONS TO TERMS

- 24.1. Hofy may, on 30 days' written notice to the Customer, alter or vary these Terms. Such alterations or variations to the Terms shall apply to each new Agreement requested by the Customer from the effective date of such notice. For the avoidance of doubt, any changes to the Terms shall not affect any Agreements already in place at the time of the update, unless otherwise agreed in writing with the Customer, or as set out at clause 24.3. below.
- 24.2. Unless the Customer gives notice that it objects to the new Terms communicated under clause 24.1, the Customer shall be deemed to have accepted the new Terms in respect of all new Agreements. If the Customer does give notice that it objects to the new Terms, Hofy shall not accept any new orders from the Customer until new Terms are in place.
- 24.3. The Customer's access to new or revised features of any Services provided by Hofy may be conditional upon the Customer accepting new Terms during the course of any Service Term. In such circumstances, Hofy shall inform the Customer of the new terms, and the Customer may opt in to receive the new or revised Services via the new terms communicated on the Platform.

- 24.4. Except as set out at clause 24.1.2 and 24.3, no variation or alteration of the Terms, Service Order or any Agreement shall be effective unless in writing and signed by the parties.

25. CONFLICTS

- 25.1. If there is any inconsistency between the main body of the Terms, the Schedules, the Service Order or any information contained on the Platform, the order of priority for the purposes of construction is as set out in the following descending order: the Terms; the Schedules, the Platform and the Service Order.

26. ASSIGNMENT

- 26.1. The Customer shall not, without Hofy's prior written consent, assign its rights under the Agreement.
26.2. Hofy may assign its rights to collect the charges under the Agreement to its approved Third Party Financing Provider.
26.3. Hofy may also assign its rights under the contract to any new parent company in the event of any future change of control, or require that the Customer enters into a novation agreement with the new parent company in the event of any change of control.

27. WAIVER

- 27.1. The failure of any party to insist upon strict performance of any provision of these Terms or any Agreement, or the failure of any party to exercise any right or remedy shall not constitute a waiver of rights. A waiver of any breach of contract shall not constitute a waiver of any subsequent breach of contract. No waiver of any of the provisions of these Terms or any Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

28. ENTIRE AGREEMENT

- 28.1. These Terms, and any Agreements made under them constitute the entire understanding between the parties relating to the subject matter of the Terms and supersedes all prior representations, writings, negotiations or understandings (whether in either case oral or written) with respect hereto, except in respect of any fraudulent misrepresentation made by a party.

29. NO REPRESENTATIONS

- 29.1. Except in respect of any fraudulent misrepresentation made by a party, the parties acknowledge that they have not relied on any representations, writings, negotiations or understandings, whether express or implied in entering into these Terms, or any Agreement contemplated under these Terms.

30. THIRD PARTY RIGHTS.

- 30.1. These Terms do not create, and shall not be construed as creating, any right which is enforceable by any person who is not party to them.

31. NOTICES

- 31.1. Any notice or other communication made under the Agreement shall be provided by email to legal@hofy.com.
31.2. Such notice shall be deemed to have been given at the time of receipt.

32. GOVERNING LAW

- 32.1. The Agreement shall be governed by and construed in accordance with English law.

33. JURISDICTION

- 33.1. The parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any dispute or disagreement arising out of or in connection with the Agreement.

34. LANGUAGE

- 34.1. The parties agree that the language of these Terms shall be English, and that all Agreements concluded under these Terms shall be in English.

SCHEDULE ONE

DEFINITIONS

The following definitions shall apply to these Terms:

Affiliate means in relation to a body corporate, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that body corporate from time to time.

Agreement has the meaning given to it in clause 1.4.

Applicable Law means any of the following, to the extent that it applies to a party or any subcontractor: any statute, regulation, by law, ordinance or subordinate legislation in force from time to time; any binding court order, judgement or decree; and any applicable mandatory industry codes, guidelines, policies or standards.

Authorised Users means employees or other personnel of the Customer who are granted access to the Hofy Platform, including Organisation Managers and any Team Members who have access to the Platform.

Charges has the meaning given to it in clause 7.1.

Clearance Equipment means any Equipment which Hofy agrees to purchase from the Customer.

Clearance Information means the information which Hofy requests about the Equipment, including but not limited to information about its specification and condition.

Clearance Provider has the meaning given to it at A5.2; which is Hofy's approved third party clearance provider.

Condition Standards means the condition standards that Hofy applies to returned Equipment, as amended from time to time.

Confidential Information means in relation to a party and/or a party's Affiliates, information that is by its nature confidential; and/or is designated by that party as confidential; or the other party knows or ought to know is confidential; and includes, but is not limited to, trade secrets, know-how, inventions, techniques, processes, software programs and other IT related information, documentation, schematics, procedures, contracts, customer bases, customer information, information regarding employees, policyholders or beneficiaries, financial information, budgets, sales, marketing, public relations, advertising and commerce plans, ideas, strategies, designs, projections, business plans, real estate plans, strategic expansion plans, products and product designs, sourcing information, potential product labelling and marking ideas, unpublished information relating to the Intellectual Property Rights of either party, and other non-public information relating to either party's business, but in all cases excluding Personal Data.

Confirmed means that Hofy has provided notice to the Customer that it has accepted an order from any Authorised User for the purchase of Equipment or Services, either to an Organisation Manager via the Platform or otherwise in writing to any manager designated by the Customer.

Customer means the legal entity which accepts Hofy Ltd's Terms of Service by means of entering into a Service Order. Where appropriate, references to Customer may also be deemed to include references to a Customer Affiliate, where Hofy has accepted a request to provide Equipment or Services to a Customer Affiliate.

Customer Connected Entities has the meaning given to it in clause 12.6.

Customer Data means all data, information and reports entered into or created through use of the Services, and which may include personal data.

Data Protection Law has the meaning given to it in the Data Processing Schedule

Data Processing Schedule means the document titled 'Data Processing Schedule' and provided at Schedule 6 which is incorporated into each Agreement and which sets out the parties' respective rights and responsibilities with respect to processing personal data.

Delivery Address means the delivery address provided by the Customer at the point of order (or any other address subsequently agreed between the Customer and Hofy).

Device means a laptop, phone or tablet.

Early Termination has the meaning given to it in clause 15.1.

Early Termination Fee has the meaning given to it in clause 15.4.

Eligible Storage Location means any territories from which Hofy will collect Storage Equipment, or to which Hofy will distribute Storage Equipment, as the case may be, as set out in Hofy's current Storage Information Document.

Equipment means Devices, furniture and other hardware and equipment.

Estimate a non-binding indication of the price that Hofy may pay for the Clearance Equipment.

Force Majeure Event means an event outside a party's reasonable control, including without limitation: acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; pandemics or public health emergencies; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to obtain a necessary licence or consent.

Hofy Group Company means Hofy B.V., Hofy Inc, or any of Hofy Ltd's subsidiaries, or any future holding company of Hofy Ltd.

Initial Service Term means the initial minimum contractual period of any Services, as specified on the Platform or in the Service Order.

Insolvency Event means any of the following: the party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 as they fall due; or a resolution is passed for the administration of the party; or the presentation of a petition for winding up of the party, which petition is not dismissed within twenty eight (28) days; or an order is made or a resolution is passed for winding up of the party, save for the purpose of a solvent reconstruction or amalgamation with the resulting entity assuming all the obligations of the entity that has been wound up; or if a receiver, administrative receiver, administrator, examiner, liquidator, provisional liquidator or similar officer is appointed over all or any part of the assets or undertaking of the party and is not discharged within thirty (30) days of such appointment; or the party enters into or proposes a "Voluntary Arrangement" as defined within Part 1 of the Insolvency Act 1986 or convenes a meeting of its creditors or makes a composition with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement; the party goes into liquidation (voluntary or otherwise) other than a genuine solvent reconstruction or amalgamation; the party ceases, or threatens to cease, to carry on business or trade; any third party enforces a security interest over all, or substantially all, of the

assets of the party; or any event analogous to paragraphs (a) to (h) above which occurs in any other jurisdiction to which the party is subject.

Intellectual Property Rights means all intellectual property rights including, but not limited to, patents, trade secrets, trade marks, service marks, trade names, copyrights and other rights in works of authorship (including rights in computer software), rights in logos and get up, inventions, moral and artists' rights, design rights, trade or business names, domain names, know-how, database rights and semi-conductor topography rights and all intangible rights and privileges of a similar nature analogous or allied to any of the above in every case whether or not registered or unregistered and all rights or forms of protection of a similar nature in any country.

Lease Commencement Date means the start date of any lease of Equipment, as specified in the Platform.

Loaner Device means a Device which is temporarily supplied by Hofy to the Customer during any period of repair or replacement under the terms of Hofy's Global Hardware Support Service.

Minimum Subscription Period means the minimum term of any Services which are required with the lease of Equipment or purchase of Equipment under clauses S3.12. and S3.15.

Offer has the meaning given to it in clause 1.3.

Payment Terms means 30 days from the date of issue of an invoice as set out in the Service Order or on the Hofy Platform (as applicable).

Organisation Manager has the meaning given to it in clause S3.2.1.

Plan means the SAAS Plan subscription which entitles (1) Authorised Users to access and use the Hofy Platform, and (2) the Customer to manage the Equipment assigned to Team Members on the Platform and (3) the Customer to use any other services on the Platform which requires a subscription.

Platform (or Hofy Platform) means the online platform made available by Hofy as specified in the Service Order, through which additional Services may be requested and which is further described in Schedule 2.

Point of Sale has the meaning given to it at clause A5.19; when Hofy issues the Customer with a Purchase Note for the Clearance Equipment.

Pricing and Service Overview means Hofy's pricing sheet for Hofy's Services, as may be amended from time to time.

Pricing Information has the meaning given to it in clause 7.1.

Qualified Provider means a suitably qualified and experienced provider of repairs or replacements of the Devices (which may or may not be an approved provider of the manufacturer).

Quote a non-binding indication of the price that Hofy may pay for the Clearance Equipment following inspection of the Clearance Equipment.

Service(s) means the service(s) to be provided by Hofy to the Customer in accordance with any Agreement, as specified in the Service Order and/or via the Hofy Platform and as described in the applicable Schedule. For the avoidance of doubt, all references to Services include the services described at Schedule 2 (SAAS Platform), Schedule 3 (Hofy's lease Equipment Subscription Service), Schedule 4 (Global Hardware Support Service) and Schedule 5 (Optional Services).

Service Term means the full contractual period of any Services.

Software means the software owned by or licensed to Hofy by a third party and which may be used in the provision of the Services or to which the Customer may be given access as part of the Services.

Start Date has the meaning given to it in clause 4.

Storage has the meaning given to it in clause S5.4.

Storage Equipment has the meaning given to it in clause S5.4.

Storage Information Document means Hofy's document setting out additional information regarding Hofy's storage service, including the territories in which Storage is available.

Supported Device has the meaning given to it in clause S4.1.3.

Team Member means any employee or other personnel of the Customer who receives Equipment from Hofy, who may or may not be an Authorised User.

Terms has the meaning given to it in clause 1.1.

Total Cost means the total price stated to be payable by the Customer for any purchase or lease of Equipment or any other Service (as the case may be) at the point of invoice, excluding any other Charges incurred in accordance with these Terms.

Third Party Finance Provider means any third party finance provider appointed by Hofy from time to time.

Used Equipment means any Equipment which has been leased to the Customer by Hofy.

Users means Team Members, Authorised Users and any other individuals for whom the Customer requires subscription services on the Hofy Platform.

Working Day means any complete working day on a Monday to Friday between 9am-5pm UTC in any week, excluding UK public holidays and any local public holidays in the territory where the Equipment is to be delivered.

SCHEDULE TWO

TERMS APPLICABLE TO HOFY'S SAAS PLATFORM

S2.1. GENERAL

- S2.1.1. These additional terms apply to the provision of the Hofy Platform to the Customer.
- S2.1.2. From the Start Date and subject to payment of the relevant Charges and Applicable Taxes, Hofy shall permit the Customer and its Authorised Users to access and use the Hofy Platform.
- S2.1.3. The Hofy Platform provides the functionality described on the Hofy Platform and/or as provided by Hofy on request, and depends on the tier of access selected. The tier of access is selected by the Customer and shall be enabled for all Authorised Users. Customers should refer to Hofy's Pricing and Service Overview for the services included within each access tier.

S2.2. AVAILABILITY OF PLATFORM

- S2.2.1. Hofy shall use commercially reasonable endeavours to ensure that the Platform is available 24 hours a day, seven days a week, for at least 99.9% of any calendar year.
- S2.2.2. Hofy shall notify Customers of any planned maintenance or unscheduled downtime which substantially affects Platform access for a period longer than one hour.
- S2.2.3. Hofy does not warrant that the Customer's use of the Hofy Platform will be uninterrupted or error-free or that the Services and/or the information obtained by the Customer through the Services or the Hofy Platform will meet the Customer's requirements.

S2.3. SYSTEM SPECIFICATIONS

- S2.3.1. The Customer shall ensure that its network and systems comply with the relevant reasonable specifications provided by Hofy from time to time in order to enable access to the Platform. The Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Hofy's data centres.

S2.4. ACCESS FOR AUTHORISED USERS

- S2.4.1. Hofy shall enable the Customer to create usernames and passwords for Authorised Users. The Customer shall, and shall ensure that each Authorised User shall, keep and maintain the confidentiality of all passwords.

S2.5. MANAGEMENT OF INFORMATION ON PLATFORM

- S2.5.1. The Customer is responsible for the maintenance of the records of Team Members on the Platform, subject to the following terms:
- S2.5.2. The Customer may not offboard a Team Member while they are assigned Equipment which is subject to Services with any Minimum Subscription Period.
- S2.5.3. If the Customer does offboard any Team Member during any Minimum Subscription Period, Hofy may (1) not agree to provides the Services in respect of the offboarded Team Member or (2) reinstate the record with the minimum amount of information required to administer the relevant Subscription.
- S2.5.4. Hofy may update the records of Team Members at the request of the Customer, or make any reasonable and proper changes necessary to properly administer the Services.
- S2.5.5. Hofy's ability to perform certain Services may be limited by missing or inaccurate information on the Platform. Hofy reserves the right to refuse these Services until the Customer ensures that any such missing or inaccurate information is corrected.

S2.6. UNAUTHORISED PLATFORM USE AND ACCESS

- S2.6.1. The Customer shall be responsible for all use of the Hofy Platform by its Authorised Users, whether or not such use is authorised and shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform.
- S2.6.2. In the event that either party becomes aware of any unauthorised access or use of the Platform, it shall promptly notify the other Party.
- S2.6.3. The Parties agree that unauthorised use of the Hofy Platform shall constitute a material breach of these Terms and the party who suffers the breach shall be entitled to terminate the Services in accordance with clause 14.3.1.

S2.7. DEMONSTRATION ACCESS

- S2.7.1. Hofy may grant access to the Platform to the Customer's Authorised Users for a limited period for demonstration or trial purposes. If such access is granted, the Customer agrees that the provisions of clauses 12., 17., S2.6. and S2.8. of these Terms shall apply.

S2.8. TRANSFER OF DATA OVER PLATFORM

- S2.8.1. Hofy accepts no liability for any loss or damage arising from any problems, conditions, delays, delivery failures resulting from issues with the Customer's use of the Platform where these are caused by any reason other than a failure by Hofy. In particular, Hofy shall not be liable for any loss or damage resulting from:
 - S2.8.1.1. the Customer's network connections or telecommunications links or the internet; or
 - S2.8.1.2. any failure by any third party provider who supplies the Customer with optional integrations with Hofy's platform; or
 - S2.8.1.3. the transfer of data over communications networks and facilities and partner services.
- S2.8.2. The Customer acknowledges that the Hofy Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

S2.9. CUSTOMER SUPPORT

- S2.9.1. Hofy will, as part of the Services and at no additional cost to the Customer, provide the Customer with access to Hofy's Customer Support Services.

S2.10. WORKSTATION SELF ASSESSMENT

- S2.10.1. Where Hofy and the Customer have agreed that Hofy shall offer a Workstation self-assessment, the following terms shall apply:
 - S2.10.1.1. The Hofy Platform allows Authorised Users to undertake a self-assessment of their workstation. This self-assessment is designed to help users identify if their workstation is set up appropriately and to help them select suitable equipment for their needs (in accordance with the parameters set by the Customer, as described at S3.2.2. below) ("**Self-Assessment**").
 - S2.10.1.2. The Self-Assessment is not medical advice and should not be relied upon to diagnose, assess, manage or treat any medical issue, disease or injury. Hofy is not an authorised or regulated provider of medical services.

- S2.10.1.3. Hofy provides no warranty whatsoever with respect to the Self-Assessment. The Self-Assessment is provided for informational purposes only.

S2.11. ASSET TRACKING

- S2.11.1. Subject to the payment of any applicable Charges, Hofy offers Customers the ability to view all Hofy Equipment on the Platform, including:
- S2.11.1.1. Details of the asset, including serial number (where available); and
 - S2.11.1.2. Physical location of the asset (including the name and address of the Customer employee who holds the asset).
- S2.11.2. The purpose of Hofy's asset management service is to provide Customers with an up to date asset register of the Equipment provided by Hofy.
- S2.11.3. Subject to the payment of any applicable Charges, Hofy may also offer Customers the ability to track assets which do not belong to Hofy (including Non Hofy Storage Equipment)
- S2.11.4. Where a physical location of the asset is provided, this shall be the last known physical location where the asset was shipped by Hofy. Hofy does not tag or geolocate assets.
- S2.11.5. Hofy accepts no responsibility for inaccurate location information caused by the asset being moved by the Customer or a Customer's Team Member, without Hofy's knowledge.

S2.12. CHARGES FOR SAAS PLATFORM

- S2.12.1. Charges for access to Hofy's SAAS Platform shall be incurred and billed monthly, unless otherwise agreed between the Parties, on the basis of the Plan selected by the Customer. The Customer shall be required to maintain its subscription to the Plan for the duration of Equipment Leasing Agreements in accordance with clause S3.15.
- S2.12.2. If the maximum number of Devices tracked on the Customer's Account exceeds the limit of the Plan purchased at any point, Hofy shall charge the Customer for the next level of Plan, in accordance with Hofy's Pricing Information from time to time in force.
- S2.12.3. Devices which have been correctly archived or removed from the Platform (and are not subject to a Minimum Subscription Period) shall not be included in the calculation of the total number of Devices for the calculation of the SAAS Plan subscription.
- S2.12.4. No refunds will be provided for unused Plans purchased by the Customer.
- S2.12.5. The Customer undertakes that it shall permit Hofy to audit the Services to establish the details of individual Devices to confirm compliance with this clause.

SCHEDULE THREE

PROVISION OF EQUIPMENT: LEASES AND PURCHASES

S3.1. GENERAL

- S3.1.1. These additional terms apply to the provision of Equipment by Hofy to Customer's Team Members on a lease basis (the "Equipment Subscription Service") and to the sale of Equipment by Hofy to the Customer.

S3.2. ORDERS

- S3.2.1. The Customer shall provide designated Authorised Users with the authority to order and manage Equipment on the Platform on behalf of the Customer ("**Organisation Managers**"). Such Organisation Managers shall have the authority to bind the Customer to leases and purchases of Equipment and modify the dates for Services.
- S3.2.2. Managers may submit lease or purchase requests for Equipment via the Hofy Platform on behalf of other Authorised Users, or may permit Authorised Users to submit requests directly. Authorised Users shall only be able to select Equipment which is within the parameters set by the Managers. All requests for Equipment must be approved by Organisation Managers (except where a Customer elects to auto-approve requests). All approved and auto-approved orders are binding on the Customer once they have been accepted by Hofy in accordance with clause S3.2.3.
- S3.2.3. Any Authorised User's request for Equipment shall not be deemed accepted by Hofy until Hofy Confirms that it has accepted the order. A quote for Equipment is indicative only and not binding until the Agreement Date. Hofy may reject a request for Equipment for any reason at its sole discretion.
- S3.2.4. Hofy may exchange or discontinue the Equipment which it makes available on the Hofy Platform for lease or purchase. Hofy shall use its reasonable endeavours to make available all Equipment which is listed on the Hofy Platform.
- S3.2.5. In the event that Hofy is unexpectedly unable to fulfil any order with the requested Equipment after the Agreement Date, Hofy shall, where practicable, offer the Customer a materially similar alternative product. In cases where Hofy offers a substitution which is not acceptable to the Customer, the Customer has the right to reject the requested Equipment, cancel the Agreement without charge, and receive a refund in respect of any prepayment.

S3.3. BULK ORDERS

- S3.3.1. Where a Customer creates an order which falls within Hofy's Bulk Order Policy, such order may be treated as a Bulk Order and may take Hofy longer to fulfil than 10 Working Days. Hofy shall notify the Customer of the estimated delivery window for Bulk Orders before accepting the Bulk Order and the Customer may decide whether or not to proceed with the Bulk Order.

S3.4. DELIVERIES OF EQUIPMENT

- S3.4.1. Equipment will be delivered by Hofy within 10 Working Days of the Agreement Date, except in cases where:
- S3.4.1.1. Hofy notifies the Customer that the Equipment ordered is unavailable for delivery within 10 Working Days and offers the Customer the opportunity to cancel or amend their order; or
 - S3.4.1.2. The Customer notifies Hofy of an alternative preferred delivery date.

- S3.4.2. Hofy will notify the Team Member of the estimated delivery window for the Equipment in countries where this information is provided by our courier partners.
- S3.4.3. Hofy will endeavour to meet any reasonable preferred delivery date notified to it by the Customer, but offers no guarantee that the Customer's preferred delivery date shall be available. The Customer may not reject any Equipment if it is delivered on a different date to the preferred delivery date or the estimated delivery window.
- S3.4.4. **Express delivery:** If the preferred delivery date selected by the Organisation Manager is earlier than 10 Working Days from the order day, Hofy shall charge an express delivery fee which shall be notified to the Customer.
- S3.4.5. Hofy may ship any request for Equipment in one or more shipments.
- S3.4.6. No changes to orders can be made after the Agreement Date.
- S3.4.7. Once an item of Equipment has been shipped, it shall be marked on the Hofy Platform as having been dispatched. Hofy will keep the Team Member and the Organisation Manager informed, through the Hofy Platform, of the status of Equipment deliveries (to the extent that the local courier provides this information).
- S3.4.8. **Delivery Address:** The Delivery Address provided by the Customer shall be a suitable address where the Equipment can be safely and securely delivered. Hofy accepts no liability for loss or damage to Equipment following delivery of the Equipment to the Delivery Address. The Customer shall ensure that the Delivery Address is correct when the order is placed. If a delivery fails due to any error with the Delivery Address provided by the Customer, Hofy shall be entitled to charge the Customer for any reasonable additional Charges and Applicable Taxes incurred.
- S3.4.9. **Advance notification of dispatch:** Hofy shall provide a notification of dispatch via the Hofy Platform.
- S3.4.10. **Refused delivery (leases):** if a Team Member (or any person acting on behalf of a Team Member) refuses to accept delivery of any leased Equipment delivered in accordance with the Terms, Hofy may elect to treat the refusal as an Early Termination, and charge an Early Termination Fee.
- S3.4.11. **Collection point:** If the courier is unable to deliver to the Delivery Address for whatever reason, they may leave the parcel at a local collection point. The Customer will be required to collect the Equipment within the timeframe notified by the courier.
- S3.4.12. **Refused delivery (purchases):** If a Team Member (or any person acting on behalf of a Team Member) refuses to accept a delivery of any purchased Equipment delivered in accordance with the Terms, Hofy shall not offer any refund for the refused Equipment. The Customer shall be permitted to specify an alternative delivery address and Hofy shall be entitled to charge the Customer for any reasonable additional Charges and Applicable Taxes incurred in returning the item to Hofy and redispaching it to the Customer. Clauses S3.4.1., S3.4.15. and S3.4.16. shall not apply in such circumstances.
- S3.4.13. **Failed deliveries:** if Hofy is unable to deliver the Equipment in any circumstances other than Hofy or Hofy's delivery partner's default, Hofy may make up to 2 further attempts to deliver the Equipment (or offer the Team Member the ability to collect the Equipment from the delivery partner). If the further delivery attempts fail, or the Team Member does not collect the Equipment before it is returned to Hofy, the same remedies stated at clauses S3.4.10. and S3.4.12. shall be available to Hofy.
- S3.4.14. **Refused or failed delivery (all Equipment):** If, by way of alternative to the remedies stated above, Hofy agrees to redeliver or redirect the Equipment, Hofy shall be entitled to charge the Customer for any reasonable additional Charges and Applicable Taxes incurred.
- S3.4.15. **Late delivery:** Subject to S3.4.8. a delivery of Equipment shall be deemed to be a "Late Delivery" if the first delivery attempt date is later than ten (10) Working Days from the Agreement Date or any later delivery date agreed between Hofy and the Customer.
- S3.4.16. Where a delivery is a Late Delivery, the Customer shall be entitled to reject delivery, cancel the order and receive a full refund of any applicable Charges, except for any Charges for Custom Equipment. A refund shall only be made in respect of Custom Equipment if the actual delivery date is sixty (60) days or longer from the Agreement Date, unless a different date has been agreed between the parties.
- S3.4.17. If Hofy is unable to complete delivery for any reason other than Hofy or Hofy's courier's default, the delivery shall not be deemed to be a Late Delivery.

S3.5. TITLE TO AND CONDITION OF EQUIPMENT

- S3.5.1. In respect of any Equipment which it offers to the Customer for lease or purchase, Hofy confirms:
- S3.5.2. It has the title to the Equipment;
- S3.5.3. The goods will materially correspond with the description provided by Hofy; and
- S3.5.4. The Equipment will be new (unless Hofy agrees with the Customer that the Equipment shall be refurbished), of satisfactory quality and fit for the usual purpose of such Equipment.
- S3.5.5. Hofy shall use reasonable endeavours to ensure that descriptions of the Equipment provided on the Hofy Platform are accurate, but the Customer shall make its own enquiries to determine if the Equipment is suitable for the Customer's needs. In particular, it is the responsibility of the Customer to ensure that the items of Equipment ordered are compatible, where compatibility is required.

S3.6. PURPOSE OF USE

- S3.6.1. Customer acknowledges that the Equipment is not designed or intended for use in high-risk activities which means the use of the Equipment in hazardous environments requiring fail safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support machines, or any other potentially life critical uses.

S3.7. LIABILITY FOR FAULT, DAMAGE AND DEFECTS

- S3.7.1. Hofy shall not be liable for any defects, damage to or fault with the Equipment, except for faults or damage caused by Hofy or any Hofy delivery provider. During the period of the Customer's subscription to Hofy's Global Hardware Support Service, Hofy shall ensure that defects, damage to or faults with Devices are repaired or the Devices replaced in accordance with the terms of that Service.
- S3.7.2. The Customer shall notify Hofy about any Equipment which was damaged in transit within 5 days of receipt of the Equipment, and retain all original packaging and provide supporting evidence of the damage, including photographs of the damage to the Equipment and the original packaging.

- S3.7.3. If Hofy (acting reasonably) accepts that damage was caused in transit, Hofy shall replace the Equipment at its own cost.
- S3.7.4. In the event that Hofy is unable to replace Equipment which was damaged in transit within 15 Working Days of receiving the requested evidence, the Customer shall be entitled to cancel the Agreement for the damaged Equipment and receive a full refund. This clause shall not apply to Custom Equipment, which Hofy shall replace or repair within sixty (60) days).
- S3.7.5. Where the Customer considers that any Equipment (excluding Devices covered under clause S4.5.1.) supplied by Hofy is faulty, defective or damaged, the Customer shall ensure that:
 - S3.7.5.1. Any fault with such Equipment is promptly notified to Hofy; and
 - S3.7.5.2. The Team Member ceases use of the faulty Equipment unless otherwise agreed with Hofy; and
 - S3.7.5.3. The Customer shall follow Hofy's damage in transit process at clause S3.7.2; or
 - S3.7.5.4. If the issue is a fault or defect with the Equipment, the Customer shall supply any necessary evidence of the fault or defect and, at the Customer's request, Hofy shall liaise with the manufacturer or supplier regarding replacement or repair of the item.

S3.8. CANCELLATIONS

- S3.8.1. An Authorised User may withdraw or cancel a request for the lease or purchase of Equipment at any time on the Platform before it has been Confirmed by Hofy.
- S3.8.2. Once a request for the lease or purchase of Equipment has been Confirmed by Hofy, the Customer may not cancel the order except:
 - S3.8.2.1. In the event of a Late Delivery; or
 - S3.8.2.2. In the event that Hofy is unable to replace damaged Equipment under clause S3.7.4.;
 - S3.8.2.3. In the event that Hofy is unable to fulfil the Agreement with the Equipment which the Customer orders, and offers a substitution under clause S3.2.5.
- S3.8.3. Except as provided by this clause S3.8., any Agreement which is cancelled by the Customer before the end of any Service Term shall be treated as an Early Termination, and subject to an Early Termination Fee as set out in clauses 14. and 15.

S3.9. COLLECTIONS

- S3.9.1. It is the responsibility of the Customer to ensure that any Equipment is appropriately packaged for collection by Hofy at the end of a Service term, or for repair or replacement, or for storage to another Authorised User (where Hofy permits this).
- S3.9.2. Where available, Hofy may supply suitable packaging for collection upon request and at additional charge.
- S3.9.3. Hofy reserves the right for its delivery providers to refuse collection of the Equipment if the packaging is unsatisfactory.
- S3.9.4. Notwithstanding clause S3.9.3., if any damage is caused to the Equipment during transit which is attributable to unsatisfactory packaging, the Customer shall reimburse Hofy for the damaged Equipment and clauses S4.2.1. and S4.3.1. (warranties) shall not apply.

S3.10. MAINTENANCE OF EQUIPMENT RECORDS

- S3.10.1. Hofy requires that accurate records of the location of the Equipment are maintained on the Platform at all times. The Customer agrees that, for the duration of the Services applicable to any Team Member it shall ensure that the Platform accurately represents the location of the Equipment and shall not without Hofy's prior written permission:
 - S3.10.1.1. Offboard the relevant Team Member from the Platform;
 - S3.10.1.2. Transfer the Equipment from one Team Member to another; or
 - S3.10.1.3. Move the Equipment across Customs unions.

S3.11. DATA SECURITY

- S3.11.1. The Customer is wholly responsible for keeping any data stored within any Devices safe and secure at all times. The Customer is responsible for ensuring that any data is wiped from Devices before the Devices are returned to Hofy at the end of a Service Term, or collected for any other reason. Hofy accepts no responsibility for loss, deletion or consequent misuse of any data stored locally in Devices.

S3.12. ADDITIONAL TERMS APPLICABLE TO PURCHASED EQUIPMENT

- S3.12.1. When the Customer purchases Equipment from Hofy through the Hofy Platform:
 - S3.12.1.1. The Customer shall also subscribe to Hofy's Platform and shall maintain the subscription in respect of each Team Member who receives the Equipment for a minimum of one year (or any longer subscription period selected by the Customer); and
 - S3.12.1.2. In respect of purchased Devices only, the Customer shall also subscribe to Hofy's Global Hardware Support service for a minimum of one year (or any longer subscription period selected by the Customer) following the purchase of the Equipment.
- S3.12.2. Clauses S3.12.1.1. and S3.12.1.2. apply to the sale of Equipment by Hofy to the Customer. They do not apply to the sale of Used Equipment during a Service Term except where expressly stated under clause S3.18.5.
- S3.12.3. Risk in and title to the Equipment passes to the Customer on delivery to the Delivery Address. When title to the Equipment passes, it passes to the Customer, not to the Authorised User, or to any Team Member.
- S3.12.4. Hofy's maximum aggregate liability to the Customer in respect of purchased Devices shall be limited to the price paid for the Equipment giving rise to the claim.

S3.13. ADDITIONAL TERMS APPLICABLE TO LEASED EQUIPMENT

- S3.13.1. The following clauses S3.14. to S3.18. are only applicable to Equipment which is leased via Hofy's Equipment Subscription Service.

S3.14. SEPARATE AGREEMENTS

- S3.14.1. Each item of leased Equipment constitutes a separate Agreement between Customer and Hofy (notwithstanding that various items of Equipment may be for the same Team Member or contained within the same order via the Hofy Platform).

S3.15. ADDITIONAL TERMS APPLICABLE TO LEASED EQUIPMENT: BUNDLED SERVICES

- S3.15.1. Where the Customer enters into any Equipment Subscription Service:
 - S3.15.1.1. The Customer shall also subscribe to Hofy's Platform under a Plan and shall maintain the Plan subscription for the full period of all Equipment Leasing Agreements;
 - S3.15.1.2. The Customer shall also subscribe to Hofy's Global Hardware Support service, and shall maintain that subscription in respect of all Devices for the duration of the Equipment Subscription Service.
- S3.16.** Failure to maintain these subscriptions will entitle Hofy to treat the relevant Agreement/s for lease of Equipment as having been terminated early under clause 15. of the Terms, and to charge the Customer an Early Termination Fee.

S3.17. ADDITIONAL TERMS APPLICABLE TO LEASED EQUIPMENT: RECOVERY OF EQUIPMENT

- S3.17.1. Risk in the Equipment passes to the Customer on delivery to the Delivery Address. Title to the Equipment remains with Hofy during the period of the lease.
- S3.17.2. Hofy shall, subject to this clause, recover the Leased Equipment from the Customer at the end of the Service Term.
- S3.17.3. The Customer shall ensure that the Team Member provides Hofy with reasonable access to the relevant premises to recover the Equipment.
- S3.17.4. If the Equipment has been moved to a different customs region, Hofy may refuse to recover the Equipment and will deem the Equipment as sold to the Customer and recover the applicable Charge from the Customer, unless the Customer arranges the return of the Equipment to an address designated by Hofy at the Customer's own expense (including the payment of all delivery charges and Applicable Taxes) within thirty (30) days from the end of the applicable Service Term.
- S3.17.5. The Customer shall ensure that the Team Member has kept the Equipment in good condition. Other than in respect of reasonable wear and tear, Hofy shall be entitled to charge for any damage to the Equipment and for the full cost of replacement of any missing items (including peripherals, such as charging cables).
- S3.17.6. The Customer is responsible for ensuring that all Equipment is ready for recovery, including removal of personal belongings, deletion of data and removal of all access restrictions including password protections and assignment to particular users.
- S3.17.7. All Devices must be disassociated from any Customer MDM services or user accounts, such as a Team Member's Apple ID. Hofy accepts no liability for any belongings or data which are not removed prior to collection. Hofy may without notice and without liability destroy any data, files or belongings found on or within the Equipment.
- S3.17.8. In the event that Hofy is unable to access or use a returned Device without incurring additional cost due to it not being ready for recovery, Hofy shall be entitled to treat the device as accidentally damaged and charge the Customer for the reasonable cost of replacement.
- S3.17.9. If Hofy is unable to recover the Equipment within 30 days after the end of the Service Term (provided that Hofy has made at least three (3) attempts to contact the Customer and/or the Team Member to arrange delivery) Hofy shall be entitled to deem the Equipment as sold to the Customer and recover the applicable Charges and any Applicable Taxes from the Customer.

S3.18. ADDITIONAL TERMS APPLICABLE TO LEASED EQUIPMENT: PURCHASE OF USED EQUIPMENT DURING THE SERVICE TERM

- S3.18.1. The Customer may give notice to Hofy through the Hofy Platform that it wishes to purchase any item of Used Equipment during the relevant Service Term. Where such notice is provided, Hofy shall notify the Customer of the applicable Charges through the Hofy Platform and, upon receipt of full payment, title in the Used Equipment shall pass to the Customer.
- S3.18.2. The Customer acknowledges that Hofy has not had the opportunity to inspect the condition of the Used Equipment, and warrants to Hofy that the Used Equipment is in a safe and usable condition.
- S3.18.3. Hofy accepts no liability for the sale of damaged or faulty Equipment in such circumstances (except where liability cannot be excluded by law) and gives no warranties whatsoever in respect of any such Equipment upon the title transferring to the Customer.
- S3.18.4. Where the Customer elects to purchase Used Equipment at the end of the Service Term, the Customer may elect to extend Hofy's Global Hardware Support Service to continue covering the Device (where available).
- S3.18.5. Where the Customer elects to purchase Used Equipment during the Service Term, clauses S3.12.1. shall apply if the Equipment is purchased during the first 12 months of an Agreement for lease of the Equipment. If the Customer elects to purchase any Equipment during the Service Term, the Customer shall continue its subscription to Hofy's Global Hardware Service and Platform for the total period previously selected.
- S3.18.6. No fees or charges paid for subscriptions shall be refunded.

SCHEDULE 4 GLOBAL HARDWARE SUPPORT SERVICES

S4.1. SERVICE

- S4.1.1. Hofy provides a managed repair and replacement service (the "Global Hardware Support Service") in respect of Devices which it offers to the Customer for lease or purchase.
- S4.1.2. The Global Hardware Support Service applies throughout the Service Term for leased Devices and for a minimum period of one year following the purchase of any Device from Hofy.
- S4.1.3. In addition to the Global Hardware Support Service, a Customer may elect to purchase Hofy's Extended Warranty in respect of the devices supplied by Hofy to the Customer ("**Supported Devices**").

S4.2. REPAIRS OR REPLACEMENTS UNDER STANDARD WARRANTY

- S4.2.1. At the Customer's request, and subject to the provisions of this Schedule 4, Hofy shall arrange for the repair or replacement of any Device while it is covered under Hofy's Global Support Service.
- S4.2.2. Hofy shall arrange for Devices to be repaired or replaced by a Qualified Provider without charge to the Customer where:
 - S4.2.2.1. The Device is faulty or defective; and
 - S4.2.2.2. The fault or defect is within the period and scope of the manufacturer's standard warranty for the Device; and, in Hofy's reasonable opinion, the manufacturer would agree to repair the fault or defect, or replace the Device.

S4.3. REPAIRS OR REPLACEMENTS UNDER HOFY'S EXTENDED WARRANTY

- S4.3.1. At the Customer's request, and subject to the provisions of this Schedule 4, Hofy shall arrange for the repair or replacement of any Supported Device while it is covered under Hofy's Extended Warranty.
- S4.3.2. Hofy shall arrange for a Supported Device to be repaired or replaced by a Qualified Provider without charge to the Customer where:
 - S4.3.2.1. The Supported Device is faulty or defective, and
 - S4.3.2.2. The fault or defect is within the period and scope of Hofy's Extended Warranty for the Supported Device; and
 - S4.3.2.3. In Hofy's reasonable opinion, the manufacturer would have repaired or replaced the Supported Device, had it still been covered under the manufacturer's standard warranty.

S4.4. REPAIRS OR REPLACEMENTS OUTSIDE WARRANTY

- S4.4.1. The Customer is responsible for the cost of repair or replacement (via Hofy) of any Devices which are not covered under a standard or Extended warranty described at clauses S4.2. and S4.3. This includes but is not limited to the following:
 - S4.4.1.1. A Device is faulty or defective, and that fault or defect is not covered by a manufacturer's standard warranty or Hofy's Extended Warranty;
 - S4.4.1.2. A Device is damaged, and the damage was not caused by Hofy or its approved delivery provider;
 - S4.4.1.3. A Device is lost or stolen.
- S4.4.2. Clause S4.4.1. shall not apply to lost or damaged Devices where the loss or damage has been caused by Hofy, or Hofy's Delivery Provider. Hofy shall be liable for the repair or replacement of a Device in such circumstances under clause S3.7.1.
- S4.4.3. At the Customer's request, Hofy may obtain a quote from a Qualified Provider to perform any out of warranty repair or replacement.
- S4.4.4. Subject to the payment by the Customer of the cost of the repair or replacement (including any Applicable Taxes), Hofy shall arrange for the Device to be repaired or replaced and returned to the Customer.

S4.5. CUSTOMER OBLIGATIONS

- S4.5.1. Where Customer considers any Device supplied by Hofy to be faulty, defective or damaged, and the device is covered under Hofy's Global Hardware Support Service or an Extended Warranty, the Customer shall ensure that:
 - S4.5.1.1. Any fault with Devices is promptly notified to Hofy; and
 - S4.5.1.2. The Team Member ceases use of the faulty Device unless otherwise agreed with Hofy;
 - S4.5.1.3. The Team Member provides Hofy with access to the Device in order to carry the repair or replacement; and
 - S4.5.1.4. The Team Member packages the Device appropriately for transit.
- S4.5.2. The Customer may not repair or replace any leased Device provided to it by Hofy otherwise than via Hofy. The warranties provided under these Terms will not be valid in the event that the Customer performs any repair or replacement of any Device covered by the terms of Hofy's Global Hardware Support Service or Extended Warranty.

S4.6. HOFY REPAIR OBLIGATIONS

- S4.6.1. Hofy will use commercially reasonable endeavours to initially assess any requests for repair or replacement by phone, email or video call within one (1) business day following the date of the Customer's request, subject to the Customer's availability.
- S4.6.2. If Hofy reasonably determines that the Device is likely to require repair or replacement, Hofy shall notify the Customer and shall obtain the Customer's agreement before collecting the Device from the Team Member.
- S4.6.3. The decision about whether to repair or replace the Device under clauses S4.2. to S4.4. shall be entirely at Hofy's discretion.
- S4.6.4. **Standard Service:** For Customers who have subscribed to Hofy's standard service, where clauses S4.2. and S4.3. (fault or defects covered by warranty) apply, if Hofy is unable to repair the faulty Device within 30 Working Days, the Customer shall be entitled to request a replacement Device at Hofy's expense. If Hofy is unable to repair the faulty Device within 15 Working Days, the Customer may request a Loaner Device. If the Customer accepts a Loaner Device, the time period in which the Customer may request a replacement device shall be extended to 30 Working Days from the date that the Team Member received the Loaner Device.
- S4.6.5. **Premium Service:** For Customers who have subscribed to Hofy's premium service, where clauses S4.2. and S4.3. (fault or defects covered by warranty) apply, if Hofy is unable to repair the faulty Device within 15 Working Days, the Customer shall be entitled to request a replacement Device at Hofy's expense. At the Request of the Customer, Hofy will dispatch a Loaner Device to the Customer immediately (being within one Working Day of Hofy and the Customer agreeing that a Loaner Device will be required).
- S4.6.6. Devices which are replaced by Hofy under warranty may be new or comprised of new and/or previously used genuine parts. Hofy will endeavour to replace a Device under warranty with a Device of the same make and model, by the same manufacturer. If this is not reasonably practicable, Hofy may replace a Device with another Device that has the same or substantially similar features to the Customer's device, having particular regard to the make and model, RAM, display screen size and list price. The decision whether to supply a new or refurbished device is at Hofy's absolute discretion.
- S4.6.7. Hofy shall not replace or repair any Devices supplied to the Customer under Schedule 3 except in accordance with the terms of this Schedule 4.
- S4.6.8. For the purpose of this clause S4.6., and unless otherwise specified, all time periods are from the date of collection of the Device from the Customer, to the date that Hofy's delivery provider first attempts the return of the Device to the Customer.

S4.7. LOANER DEVICES

- S4.7.1. If the Customer is entitled to receive a Loaner Device under the terms of its subscription for the period of any repair or replacement, Hofy shall (at the request of the Customer) ship a Loaner Device to the Team Member via express courier service (where available) at Hofy's cost.
- S4.7.2. The Loaner Device shall be made available for as long as the original Device is being repaired. If Hofy later establishes that the fault was caused by the End User or Customer, Hofy shall be entitled to charge its standard Charges for provision of the loaned Device.
- S4.7.3. Loaner Devices must be returned to Hofy on request following the repair or replacement of the Customer's Device (except in the event that Hofy offers the Loaner Device to the Customer as a replacement Device). Hofy shall be entitled to charge the Customer for the unauthorised retention of any Loaner Device, or for any damage caused to the Loaner Device by the Customer.

SCHEDULE 5 OPTIONAL SERVICES

S5.1. OPTIONAL EQUIPMENT SERVICES

- S5.1.1. The following terms shall apply if the Customer elects to purchase any of the following optional services set out in this Schedule.

S5.2. CUSTOM EQUIPMENT

- S5.2.1. Where agreed between Hofy and the Customer, an Authorised User may be able to request Equipment which has been customised, modified or altered, or not forming part of the standard Hofy offering ("Custom Equipment").
- S5.2.2. The provision of Custom Equipment is subject to a Custom Equipment Charge, which shall be notified to the Customer via the Hofy Platform or otherwise agreed in writing.
- S5.2.3. Custom Equipment is subject to the terms relating to repair and replacement in Schedules 3 and 4, except as modified by this clause. All timeframes for the provision of any repair or replacement services referred to in Schedule 3 or 4 are disappplied in respect of Custom Equipment, including timeframes relating to the provision of Loaner Devices.
- S5.2.4. Custom Equipment is subject to special delivery provisions and exclusions. For further information, see clauses S3.4.16. and S3.7.4.

S5.3. POINT TO POINT REDISTRIBUTION

- S5.3.1. Hofy may, at the request of the Customer transfer Equipment between the Customer's Team Members, provided that the Equipment remains within the same Customs union.
- S5.3.2. In cases where Hofy offers the option of redistribution, the Customer warrants that each address provided for shipment is a business address, or (if it is not) that the Customer has the permission of the relevant Team Members to ship equipment between the addresses provided. The Customer is responsible for obtaining any necessary consents.
- S5.3.3. Where a request to transfer Equipment has been accepted by Hofy, Hofy shall arrange to collect the Equipment and the original agreement relating to the Redistributed Equipment shall continue in force. All fees and Charges shall remain payable under the Agreement shall also remain in force, except that Hofy shall also be entitled to charge the Customer:
 - S5.3.3.1. a redistribution (including shipping) fee;
 - S5.3.3.2. packaging fees (if requested by the Customer);
 - S5.3.3.3. any additional taxes, duties or similar charges due as a result of the collection and/or redistribution of the Redistribution Equipment.
- S5.3.4. If the Customer requests that Hofy redistributes any Equipment outside a Customs Union which is different to the Customs Union to which the Equipment was originally shipped, the Customer agrees to enter into a revised Agreement with any Hofy Group Company and/or the Customer agrees that invoicing may take place through a different Hofy Group Company.

S5.4. STORAGE OF EQUIPMENT

- S5.4.1. At the request of the Customer, and subject to payment of the relevant Charges and Applicable Taxes, Hofy may permit a Device or any other item designated by Hofy for storage from time to time ("**Storage Equipment**") to be stored by Hofy by agreement with the Customer ("**Storage**"). This includes Storage Equipment owned by Hofy ("**Hofy Storage Equipment**") and Storage Equipment which is owned by the Customer ("**Non-Hofy Storage Equipment**").
- S5.4.2. Storage may be available where:
 - S5.4.2.1. The Storage Equipment is in an Eligible Storage Location;
 - S5.4.2.2. The Customer elects to store the Storage Equipment with Hofy; and
 - S5.4.2.3. The Storage Equipment is of a satisfactory standard to qualify for Storage in accordance with clause S5.4.7.
- S5.4.3. It is the responsibility of the Customer to ensure that any Equipment is appropriately packaged for collection by Hofy at the end of a Service term, or for repair or replacement, or for Storage to another Authorised User (where Hofy permits this).
- S5.4.4. Where available, Hofy may supply suitable packaging for collection upon request and at additional charge.
- S5.4.5. Hofy reserves the right for its delivery providers to refuse collection of the Equipment if the packaging is unsatisfactory.
- S5.4.6. Notwithstanding clause S3.9.3., if any damage is caused to the Equipment during transit which is attributable to unsatisfactory packaging, the Customer shall reimburse Hofy for the damaged Equipment and any warranty shall cease to apply.
- S5.4.7. **Condition of Storage Equipment:** Storage Equipment must be in a safe condition in order to be eligible for Storage. In addition to this, only Hofy Storage Equipment which meets Hofy's Condition Standards and returns standards will be eligible for Storage. All items must be sent in a suitable safe and undamaged condition, unlocked and no longer assigned to a user account in order to qualify for Storage.

- S5.4.8. Hofy shall inspect the Storage Equipment on receipt to identify any external damage to the Storage Equipment. In the event that any Storage Equipment is considered to be in unsatisfactory condition (and is not repaired in accordance with clause A2.9), Hofy shall inform the Customer and the Equipment shall not be available for Storage. In such circumstances, Hofy may return the Storage Equipment to the customer and reclaim the cost of shipping charges from the Customer.
- S5.4.9. Hofy shall (acting reasonably) categorise the Hofy Storage Equipment according to Hofy's Condition Standards. In the case of Hofy Storage Equipment, Repair or Replacement fees may apply, depending on the cause of the damage.
- S5.4.10. **Location of Storage Equipment:** Hofy shall store any Storage Equipment at a suitable and secure location which meets Hofy's security standards. The Storage Equipment shall be stored either at Hofy premises or the premises of a Hofy approved third party provider.
- S5.4.11. **Hofy Storage Equipment:** During the period that Hofy is storing Hofy Storage Equipment on behalf of the Customer:
 - S5.4.11.1. The Agreement for the Storage Item shall continue; and
 - S5.4.11.2. The Customer shall continue to pay the usual fees and Charges due under the Agreement.
 Storage may take place at any time up to the expiry of the Agreement relating to the Hofy Storage Equipment. Once the Agreement has expired, it may be extended, or may terminate in accordance with the Customer's selections on the Hofy Platform. Storage may continue if the Agreement is extended. If the Customer purchases the Storage Equipment at the end of the Agreement, Hofy may permit the Customer to continue to store the Storage Equipment as Non-Hofy Storage Equipment, subject to the applicable Charges.
- S5.4.12. **Non Hofy Storage Equipment:** During the period that Hofy is storing Non-Hofy Storage Equipment on behalf of the Customer:
 - S5.4.12.1. The Non Hofy Storage Equipment shall remain the property of the Customer;
 - S5.4.12.2. The Customer warrants that the Non Hofy Storage Equipment is in a safe condition for Storage and that the batteries in any Device has been charged within the last 6 months;
 - S5.4.12.3. Hofy shall take a lien (charge) over the Non Hofy Storage Equipment in respect of any unpaid Storage Charges relating to the Storage Equipment. In the event that the Customer fails to pay the applicable Charges, Hofy may retain the Non Hofy Storage Equipment and continue to charge additional Storage fees beyond the original Storage period.
- S5.4.13. The option of Storage is not transferable between items of Equipment.
- S5.4.14. **Charges for Storage:** Charges shall be due as a result of the collection of Storage Equipment, Storage of Storage Equipment or the subsequent transfer of any Storage Equipment, including:
 - S5.4.14.1. Storage fees;
 - S5.4.14.2. Shipping fees; and
 - S5.4.14.3. Fees for the cost of wiping data from Stored Devices.
- S5.4.15. In addition, the Customer shall be responsible for the following Charges, including:
 - S5.4.15.1. Packaging fees (where packaging is requested); and
 - S5.4.15.2. Any taxes, duties or similar charges.
- S5.4.16. Details of Hofy's fees and charges are available in Hofy's Pricing Information.

S5.5. TRANSFERS OF STORAGE EQUIPMENT

- S5.5.1. Where Storage Equipment has been accepted by Hofy for Storage, Hofy shall note the Storage Equipment on the Customer's account, and shall make the Storage Equipment available for transfer to other team members of the Customer.
- S5.5.2. Storage Equipment shall be available for transfer once it has been received and processed by Hofy, which will usually (but is not guaranteed), to be within 10 working days of collection of the Storage Equipment.
- S5.5.3. The Customer may request a transfer of the Storage Equipment to another Team Member via the Hofy Platform, provided that the transfer is to a Team Member in an Eligible Storage Location and the Storage Equipment is available for transfer.
- S5.5.4. Where a transfer of Storage Equipment takes place:
 - S5.5.4.1. If the Storage Equipment is Hofy Storage Equipment, the Agreement shall remain in force, under the same terms and for the same period (subject to any additional fees or Charges due under clause S5.6.14. or S5.6.15.).
 - S5.5.4.2. If the Customer has requested that Hofy transfers any Storage Equipment to an Eligible Storage Location which is a different customs union to the country or state where the Storage Equipment was originally shipped, the Agreement may be fulfilled by (and invoicing may take place through) a different Hofy entity.
- S5.5.5. Hofy has the right to refuse to transfer Storage Equipment across customs borders where this is not practicable (or, where additional charges are incurred, to pass these charges on to the Customer).
- S5.5.6. **Hofy Storage Equipment:** Hofy will endeavour to fulfil transfers with the same Hofy Storage Equipment, where reasonably practicable. If it is not reasonably practicable for Hofy to fulfil a transfer with the same Hofy Storage Equipment, then Hofy shall ensure that the item is of a materially similar condition and materially similar specification to the Hofy Storage Equipment. When deciding if an item is of materially similar specification, Hofy shall have particular regard to the following:
 - S5.5.6.1. Make and model;
 - S5.5.6.2. Memory (RAM) and storage capacity; and
 - S5.5.6.3. Display screen size and resolution.
- S5.5.7. Where multiple Agreements are available for transfer of Hofy Storage Equipment to another team member, the Customer may elect which Agreement it wishes to transfer on the Hofy Platform.
- S5.5.8. Where any Storage Equipment is transferred to a new Team Member at the request of the Customer, Hofy shall fulfil the request in accordance with the delivery standards set out in its Terms and Conditions.

S5.6. EQUIPMENT CLEARANCE

- S5.6.1. Hofy may offer Customers the ability to sell their Clearance Equipment to Hofy.
- S5.6.2. If a Customer wishes to sell Clearance Equipment to Hofy, it shall submit the Clearance Equipment Information to Hofy (or to Hofy's approved third party clearance provider ("**Clearance Provider**") on request). The Customer will ensure that the Clearance Information is complete and accurate.
- S5.6.3. **Estimates:** If Hofy wishes to purchase the Clearance Equipment on the basis of the Clearance Equipment Information, Hofy shall provide the Customer with an Estimate for purchase of the Clearance Equipment. The Estimate shall be indicative only of the price that Hofy may pay for the Clearance Equipment, following inspection. The Estimate shall be inclusive of any

- VAT or sales tax chargeable to Hofy by the Customer (if the charge is not set out separately). The Estimate shall be non-binding on either party until the Point of Sale, and may be revised by Hofy in accordance with clause S5.6.14.
- S5.6.4. The Customer may accept or reject the Estimate. If the Customer accepts the Estimate, Hofy (or Hofy's Clearance Provider) shall arrange to collect the Clearance Equipment from the clearance address provided by the Customer as soon as reasonably practicable. The clearance address must be an address within a location where Hofy provides its clearance services.
- S5.6.5. The Customer acknowledges that shipment of the Clearance Equipment is for inspection purposes, and that Hofy shall have no obligation to purchase the Clearance Equipment until the Point of Sale.
- S5.6.6. **Preparation of Clearance Equipment for collection:** It is the responsibility of the Customer to ensure that any Clearance Equipment is ready for shipping and is appropriately packaged for collection by Hofy or its Clearance Provider. Where available, Hofy or its Clearance Provider may supply suitable packaging for collection upon request and at additional charge. Hofy reserves the right for its (or its Clearance Provider's) Delivery Providers to refuse collection of the Equipment if the Clearance Equipment is not ready for shipping, or if the packaging is unsatisfactory. It is also the responsibility of the Customer to ensure that, where the Clearance Equipment includes Devices, those Devices are accessible (i.e. that they are unlocked, not password protected and/or not assigned to a specific individual (such as via an Apple ID)).
- S5.6.7. **Cost of collections:** The cost of collecting the Clearance Equipment shall be factored into the Estimate. However, collections which fail for any reason which is not attributable to Hofy or its Clearance Provider or its/their Delivery Provider shall be charged to the Customer. This cost may either be set off against the price paid by Hofy for the Clearance Equipment (where available) or invoiced to the Customer.
- S5.6.8. **Loss or damage in transit:** Subject to clause S5.6.9., Hofy shall be responsible for any loss or damage to Clearance Equipment which is caused:
- S5.6.8.1. In transit by Hofy's or its Clearance Provider's Delivery Provider; or
- S5.6.8.2. During inspection or storage of the item by Hofy or its Clearance Provider prior to the Point of Sale, or return to the Customer.
- S5.6.9. Any amount payable to the Customer for loss or damage shall be limited to the clearance value of the lost or damaged Clearance Equipment (being the Estimate) and shall in no circumstances exceed that sum. If any damage is caused to the Equipment during transit which is attributable to unsatisfactory packaging, Hofy shall not reimburse the Customer for the Equipment.
- S5.6.10. The Customer shall provide any reasonable assistance requested by Hofy or its Clearance Provider in any claim against the Delivery Provider for loss or damage of Clearance Equipment.
- S5.6.11. **Inspection of Clearance Equipment:** The Clearance Equipment shall be inspected by Hofy or by Hofy's Clearance Provider, either at a Hofy location, or at the Clearance Provider's location.
- S5.6.12. **Quotes:** Following inspection, Hofy shall inform the Customer if it wishes to purchase the Clearance Equipment for the original Estimate. Once Hofy has determined the applicable price following inspection of the Clearance Equipment, it shall issue a Quote for acceptance by the Customer (which may be a confirmation of the original Estimate in accordance with clause S5.13, or a revised Estimate in accordance with clause S5.14). All Quotes shall be **inclusive** of any VAT or sales tax chargeable to Hofy by the Customer (whether or not the charge is set out separately in the Quote).
- S5.6.13. **Purchase for original Estimate:** If Hofy agrees to purchase the Clearance Equipment for the original Estimate, Hofy (or the Clearance Provider) shall retain the Clearance Equipment and Hofy shall issue the Customer with a Purchase Order.
- S5.6.14. **Revised Estimate:** Hofy may decide not to purchase the Clearance Equipment, or reduce or increase the Estimate if any of the Clearance Equipment is not as described regarding its condition or specification, or if there are any damaged or missing items. All decisions to alter any Estimate, and the amount of such alteration, are at Hofy's absolute discretion.
- S5.6.15. **Formation of contract:** Quotes are not binding until the Point of Sale. No contract shall be formed until the Point of Sale, and neither party shall be under any obligation to enter into a contract until the Point of Sale. Customers must decide whether or not to accept a Quote within 10 working days.
- S5.6.16. **Rejection of Quote:** If the Customer decides not to accept the Quote, Hofy shall return the Clearance Equipment to the Customer, to the same address as the original shipping address (except where expressly agreed with Hofy). The Customer shall be responsible for all shipping and packaging charges associated with the sending and the return of the Clearance Equipment, and shall pay any reasonable invoice issued by Hofy relating to such charges.
- S5.6.17. **Failure to respond to Quote:** If a Customer fails to respond to a Quote, Hofy may return the Clearance Equipment to the Customer. In such circumstances, the Customer shall be responsible for all shipping and packaging charges associated with the sending and the return of the Clearance Equipment, and shall pay any reasonable invoice issued by Hofy relating to such charges.
- S5.6.18. **Acceptance of Quote:** If the Customer accepts the Quote, Hofy may issue the Customer with a Purchase Order for the Clearance Equipment. The Customer's acceptance of a Quote does not trigger an obligation on Hofy to purchase the Clearance Equipment.
- S5.6.19. **Purchase and transfer of title:** The Point of Sale shall be when Hofy issues the Customer with a Purchase Order for the Clearance Equipment ("**Point of Sale**"). Full title to the Clearance Equipment shall pass to Hofy at the Point of Sale with no restrictions. Following the Point of Sale, Hofy may use, retain, resell or destroy the Clearance Equipment at its entire discretion.
- S5.6.20. **Payment:** Once Hofy has issued a Purchase Order for the Clearance Equipment, the Customer shall issue an invoice to the relevant Hofy entity in the same currency as shown in the Purchase Order, and Hofy shall pay the Customer for the Clearance Equipment within 30 days. Payment shall be made to the Customer's nominated bank account.
- S5.6.21. **Taxes:** The Purchase Order shall be **inclusive** of any VAT or sales tax chargeable to Hofy by the Customer (whether or not the charge is set out separately). It shall be the responsibility of the Customer to account for any VAT, sales tax or other taxes payable under the Purchase Order.
- S5.6.22. **Proof of ownership:** Hofy may require the Customer to prove ownership of the Clearance Equipment prior to the Point of Sale.
- S5.6.23. **Sale warranties:** As a condition of any sale to Hofy of any Clearance Equipment, the Customer warrants that:
- S5.6.23.1. The Clearance Equipment is as described in the Clearance Equipment Information;
- S5.6.23.2. The Clearance Equipment belongs to the Customer, and that the Customer is a business, not an individual;

- S5.6.23.3. The Customer has full and unrestricted title to the Clearance Equipment and there are no liens or charges on the Clearance Equipment;
- S5.6.23.4. The Clearance Equipment is not being sold due to, or in advance of, potential insolvency or administration without the permission of the Administrators;
- S5.6.23.5. The Clearance Equipment has been wiped clean of all confidential data, including in particular any Personal Data, except where otherwise agreed with Hofy in writing (for example, where the Customer has specifically engaged Hofy to securely destroy the data on the Clearance Equipment on its behalf).
- S5.6.24. The Customer shall indemnify Hofy for any breach of the sale warranties at clause S5.6.23.

S5.7. OPTIONAL IT SERVICES

- S5.7.1. The following terms shall apply if the Customer elects to purchase any of the following optional services set out in this Schedule.
- S5.7.2. At the request of the Customer, and subject to payment of the applicable Charges and Applicable Taxes, Hofy may supply:
 - S5.7.2.1. A Device Configuration Service; and/or
 - S5.7.2.2. A Mobile Device Management Service; and/or
 - S5.7.2.3. A Remote IT Service desk; and/or
 - S5.7.2.4. Non Hofy device handling (the "IT Services")
- S5.7.3. Hofy shall not be liable if any client, solution or configuration which it implements as part of the Device Configuration, MDM Service or IT Service Desk does not provide adequate security protocols or other protections for the Customer. If the configuration instructions or template would cause Hofy to breach its own data protection and/or information security policies, Hofy may refuse to undertake the configuration.
- S5.7.4. If Hofy provides any advice to the Customer or any Team Member about the Device, any configuration or related issues as part of any of the IT Services, such advice shall not be binding and shall be deemed to be information only. Customer agrees that it shall at all times undertake its own enquiries as to the suitability of any Device or configuration of the Device and not rely upon any information made available by Hofy as the sole source of its decision making with respect to any Device or configuration.
- S5.7.5. The Charges applicable to Customer's access to and use of any of the IT Services are as set out in Hofy's Pricing Information.

S5.8. DEVICE CONFIGURATION

- S5.8.1. Where the Customer has opted for Device Configuration, Hofy will configure the Devices in accordance with instructions provided by the Customer and agreed with Hofy in advance.
- S5.8.2. The configuration of Devices is subject to Device Configuration fees, as specified in Hofy's Pricing Information (which may be updated from time to time).

S5.9. MOBILE DEVICE MANAGEMENT (MDM) SERVICE

- S5.9.1. Hofy provides Customers with the option of a mobile device management service ("MDM Service"). If the Customer subscribes to Hofy's MDM Service, Hofy's MDM terms and conditions shall apply, and shall be incorporated into these Terms.

S5.10. IT SOFTWARE SERVICE DESK

- S5.10.1. Hofy provides Customers with the option of an IT Software Service Desk. If the Customer requests the provision of the IT Software Service Desk, the clauses below shall apply.
- S5.10.2. The IT Software Service Desk includes the following functionality, as may be further described on the Hofy Platform: IT support to Team Members by phone and chat.
- S5.10.3. In order to receive the benefit of the IT Service Desk, the Customer shall ensure that Team Members permit Hofy to access their relevant devices remotely (including by way of screen sharing or other technological methods employed by Hofy).
- S5.10.4. User requests which are received by the IT Service Desk shall be classified, as follows, and the response and resolution SLAs shall be as follows:

Priority	Definition	Response Time	Completion
P1	An issue impacting multiple users causing significant business impact.	Within 1 hour	Within 4 hours
P2	An issue impacting a single user with no known workaround.	Within 2 hours	Within 1 day
P3	An issue that impacts a single user with a known workaround and no business impact.	Within 4 hours	Within 2 days
P4	All other general IT requests.	Within 24 hours	Within 5 days

The Remote IT Support desk is available 24 hours per day, 365 days a year. However, the Response Times provided above relate to requests received within normal business hours (9am to 5pm GMT, Monday to Friday, excluding UK public holidays).

S5.11. NON HOFY DEVICE MANAGEMENT

- S5.11.1. Hofy may provide Customers with the option of device management for Non Hofy Devices. If Hofy accepts the Customer's request for the provision of device management services for Devices which are not provided by Hofy (the "Non-Hofy Device Management Service"), the clauses below shall apply.
- S5.11.2. Hofy shall assist the Customer to manage its Devices. Device management shall include:
 - S5.11.2.1. Warranty management
 - S5.11.2.2. Collection, repair and manufacturer's warranty management
 - S5.11.2.3. Loan of courtesy Device where the original Device is less than three years old
 - S5.11.2.4. Recovery and recycling
 in each case as may be further described on the Hofy Platform.

- S5.11.3. The Customer wholly responsible for keeping any data stored within any Non Hofy Devices safe and secure at all times. Unless the Customer has purchased Hofy's Mobile Device Management Service, the Customer is responsible for ensuring that any data is wiped from Devices before the Devices are returned to Hofy at the end of a Service Term, or collected for any other reason. Hofy accepts no responsibility for loss or consequent misuse of any data stored locally in Devices.
- S5.11.4. Hofy will make a list of products and manufacturers for which this service is available on the Hofy platform.

S5.12. ADDITIONAL SERVICES

- S5.12.1. From time to time, Hofy may offer new or additional Services to the Customer. Such Services shall be governed by these Terms, unless otherwise provided by Hofy at the time the Customer enters into any new Agreement.

SCHEDULE 6 DATA PROCESSING SCHEDULE

Unless otherwise defined in this Schedule, all Capitalised terms used in this Schedule shall have the meanings ascribed to them in the agreement.

S6.1. DEFINITIONS

In this Schedule the following words and expressions shall have the following meanings:

Adequate Country means a country or territory recognised under Data Protection Law as providing adequate protection for Personal Data

Affiliate means, an entity that directly or indirectly, controls, is controlled by, or is under common control with a party (but only for so long as such Control exists);

Agreement means any agreement in effect between Hofy and Customer which is subject to the Terms and involves the processing of Personal data by Hofy.

Data Protection Law means to the extent applicable to the agreement i) Regulation 2016/679 of the European Parliament and of the Council (EU GDPR) (ii) in respect of the United Kingdom (UK) the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Data Protection, Privacy and Electronic Communications (Amendment etc) (EU Exit) Regulations 2019, and 2020 (UK GDPR), the California Consumer Privacy Act (CCPA) (as amended by the California Privacy Rights Act) and iii) all other laws and regulations applicable to the processing of Personal Data under the Agreement.

Data Subject Request means a request or objection from or on behalf of a data subject relating to that person's Personal Data;

SCCs means the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to the EU GDPR and the corresponding Annexes which form part of this Schedule.

Personal Data means all data which is defined as 'personal data' under the GDPR and or applicable Data Protection Law and which is accessed, stored or otherwise processed by Hofy as a data processor as part of its provision of the Services to Customer and to which Data Protection Law apply from time to time;

"Controller", "Data Subject", "Processor" and "Supervisory Authority" shall have the meanings ascribed to them in the Data Protection Law;

UK Approved Addendum means the template Addendum B.1.0 issued by the UK Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the UK Mandatory Clauses;

UK Mandatory Clauses means the Mandatory Clauses of the UK Approved Addendum as updated from time to time and replaced by any final version published by the Information Commissioner's Office;

"controller", "data subject", "processor" and "supervisory authority" shall have the meanings ascribed to them in the Data Protection Law.

S6.2. STATUS OF THE PARTIES

- S6.2.1. The type of Personal Data processed pursuant to this Schedule and the subject matter, duration, nature and purpose of the processing, and the categories of data subjects, are as described in Annex 1.
- S6.2.2. Where appropriate, in this Schedule each reference to Hofy shall be read as a reference to the applicable Hofy Group Company which fulfils any part of any Agreement, each as may be defined in the applicable Agreement.
- S6.2.3. Each party warrants in relation to Personal Data that it will comply (and will procure that any of its personnel comply and use commercially reasonable efforts to procure that its sub-processors comply), with applicable Data Protection Law. As between the parties, Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- S6.2.4. In respect of the parties' rights and obligations, this Schedule applies to Personal Data, in respect of which Hofy is a processor to Customer, who can act either as a controller or a processor of Personal Data.

S6.3. SUPPLIER OBLIGATIONS

- S6.3.1. With respect to all Personal Data, Hofy shall:
- S6.3.1.1. only process Personal Data in order to provide the Services and shall act only in accordance with: (i) this Schedule, and (ii) Customer's written instructions;

- S6.3.1.2. in the unlikely event that Applicable Law requires Hofy to process Personal Data other than pursuant to the Customer's instruction, Hofy will notify the Customer (unless prohibited from so doing by Applicable Law);
- S6.3.1.3. implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing of Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. Such measures include, without limitation, the security measures set out in Annex 2;
- S6.3.1.4. take reasonable steps to ensure that only authorised personnel have access to such Personal Data and that any persons whom it authorises to have access to the Personal Data are under obligations of confidentiality;
- S6.3.1.5. without undue delay upon becoming aware, notify Customer of any incident of unauthorised or accidental disclosure of or access to any Personal Data by any of its staff, sub-processors, or any other third party (a "Security Breach");
- S6.3.1.6. promptly provide Customer with reasonable cooperation and assistance in respect of a Security Breach and all reasonable information in Hofy's possession concerning the Security Breach insofar as it affects Customer.
- S6.3.1.7. promptly notify Customer if it receives a Data Subject Request and upon the Customer's request, provide reasonable assistance to facilitate a Data Subject Request
- S6.3.1.8. other than to the extent required to comply with Applicable Law, as soon as reasonably practicable following, and in any event within sixty (60) days of, termination or expiry of the Agreement or completion of the Services, Hofy will delete or return to the Customer (at Customer's direction) all Personal Data (including copies thereof) for which Hofy is the Processor and that is processed pursuant to this Schedule.
- S6.3.1.9. where required by applicable Data Protection Law, provide such assistance as the Customer reasonably requests (taking into account the nature of processing and the information available to Hofy) to the Customer in relation to the Customer's obligations under applicable Data Protection Law with respect to: data protection impact assessments under Data Protection Laws, notifications to the supervisory authority under Data Protection Laws and/or communications to data subjects by the Customer in response to any Security Breach; and Customer's compliance with its obligations with respect to the security of processing;
- S6.3.2. Hofy reserves the right to recover from the Customer any costs incurred by Hofy in connection providing the assistance in clause S6.3.1.9.

S6.4. SUB-PROCESSING

- S6.4.1. Customer grants a general authorisation to Hofy to appoint its Hofy Group Companies or approved third parties as sub-processors to support the performance of the Services, including data centre operators, cloud-based software providers, and other outsourced support and service providers.
- S6.4.2. Hofy will maintain a list of approved sub-processors, and will provide the Customer with fifteen (15) days prior notice in writing before adding new sub-processors to the list prior to Hofy using new sub-processors to process Personal Data.
- S6.4.3. If Customer has a reasonable objection to any new sub-processor, it shall notify Hofy promptly of such objections in writing and the parties will seek to resolve the matter in good faith.
- S6.4.4. If Hofy is reasonably able to provide the Hofy Services to the Customer in accordance with the Agreement without using the sub-processor and decides in its discretion to do so, then the Customer will have no further rights under this clause S6.4. in respect of the proposed use of the sub-processor.
- S6.4.5. If Hofy requires use of the sub-processor in its discretion and is unable to satisfy the Customer as to the suitability of the sub-processor or the documentation and protections in place between Hofy and the sub-processor within thirty (30) days from the Customer's notification of objections, the Customer may, within thirty (30) days of the end of the thirty (30) day period referred to above, terminate the Agreement by providing written notice to Hofy having effect thirty (30) days after receipt by Hofy.
- S6.4.6. If the Customer does not provide a timely objection to any new sub-processor in accordance with this clause S6.4., the Customer will be deemed to have consented to the sub-processor and waived its right to object.
- S6.4.7. Hofy will ensure that any sub-processor it engages to provide an aspect of the Hofy Services on its behalf in connection with this Schedule does so only on the basis of a written contract which imposes on such sub-processor terms substantially no less protective of Personal Data than those imposed on Hofy in this Schedule, subject to any standard data processing terms, addendum or equivalent required by international Subprocessors which Hofy has no reasonable opportunity to negotiate (the "Relevant Terms"). Hofy shall seek to procure the performance by such sub-processor of the Relevant Terms and shall be liable to Customer for any breach by such person of any of the Relevant Terms.

S6.5. AUDIT AND RECORDS

- S6.5.1. Subject to clause S6.5.3., Hofy shall in accordance with applicable Data Protection Law, make available to the Customer such information in Hofy's possession or control as the Customer may reasonably request or submit to an audit with a view to demonstrating Hofy's compliance with the obligations of processors under Data Protection Law and this Schedule in relation to its processing of Personal Data.
- S6.5.2. The Customer will not exercise its audit rights more than once in any twelve (12) calendar month period except i) if and when required by a competent data protection supervisory authority or ii) Customer believes a further audit is necessary due to a Security breach.
- S6.5.3. The Customer will bear the fees of any auditor and any expenses incurred by Hofy in complying with this clause S6.5.
- S6.5.4. With regard to clause S6.5.1., Hofy shall immediately inform the Customer if, in its opinion an instruction infringes the GDPR.

S6.6. DATA TRANSFERS

- S6.6.1. Subject to clauses S6.6.2. and S6.6.2.3., to the extent that processing relates to a transfer of Personal Data outside of the UK and EEA by Hofy to Customer (except if to an applicable Adequate Country) that either Module 3 or Module 4 of the SCCs, where applicable, along with the corresponding appendix and annexes will apply in respect of that processing.

- S6.6.2. Subject to any provisions to the contrary of the UK Approved Addendum in respect of transfers to which UK Data Protection Laws apply, the following terms shall apply.
- S6.6.2.1. For the purpose of Clause 17 of the SCCs the SCCs shall be governed by the law of a country allowing for third-party beneficiary rights. The parties agree that this shall be the law of the Netherlands.
 - S6.6.2.2. The docking clause 7 shall be included and the optional wording in clause 11 of the SCCs relating to an independent dispute resolution body shall not be included.
 - S6.6.2.3. For the purpose of Module 3, Option 2 of Clause 9 (general authorisation of sub-processors) shall apply in respect of Customer's authorisation of the use of subprocessors and Hofy shall notify Customer of any additional or replacement of subprocessors in accordance with 4.1 of this Schedule.
 - S6.6.2.4. Any dispute arising from the SCCs shall be resolved by the courts of the Netherlands in accordance with clause 18 of the SCCs.
- S6.6.3. Subject to clauses S6.6.2. and S6.6.2.3., if processing involves a transfer of Personal data outside the UK and EEA (except if to an applicable Adequate Country) by Hofy to a subprocessor, Hofy shall ensure that Module 3 of the SCCs are at all relevant times incorporated into the terms between Hofy and the Subprocessor.
- S6.6.4. To the extent any transfers by Hofy to Customer occur in circumstances where UK Data Protection Laws apply then the parties agree that the UK Approved Addendum shall apply in respect of that transfer and that for the purpose of the UK Approved Addendum:
- S6.6.4.1. the information required for Table 1 is contained in Annex 1 of this Schedule
 - S6.6.4.2. for the purposes of Table 2 the versions of the SCCs to which the UK Approved Addendum applies are to the extent applicable, Module 3 or Module 4 subject to clause S6.6.2.2.;
 - S6.6.4.3. for the purposes of Table 3 the list of parties and description of the transfer are set out in Annex 1 of this Schedule, Hofy's technical and organisational measures are set out in Annex II of this Schedule,
 - S6.6.4.4. for the purposes of Table 4, neither party shall be entitled to terminate the Approved UK Addendum in accordance with clause 19 of the UK Mandatory Clauses.
- S6.6.5. Clauses S6.6.1. and S6.6.2.1. shall not apply to a transfer of personal data where the effect of the transfer together with any other practicable compliance steps is to allow the transfer to take place without a breach of applicable Data Protection Law.

S6.7. GENERAL

- S6.7.1. This Schedule is without prejudice to the rights and obligations of the parties under the Agreement which shall continue to have full force and effect.
- S6.7.2. In the event of any conflict between the terms of this Schedule and the terms of the Agreement, the terms of this Schedule shall prevail so far as the subject matter concerns the processing of Personal Data.
- S6.7.3. The total liability of each of the Customer and Hofy (including its licensors and sub-processors), arising out of or related to this Schedule, whether in contract, tort, or other theory of liability, shall not, when taken together in the aggregate, exceed the limitation of liability set forth in the Agreement.
- S6.7.4. Other than in respect of any accrued liabilities of either party and the provisions of clauses S6.1., S6.2. and this clause S6.7., this Schedule shall terminate automatically on the expiry or termination for whatever reason of the Agreement.

ANNEX 1 TO DATA PROCESSING SCHEDULE

A. LIST OF PARTIES

Supplier Name: Hofy Ltd

Registered Address: 5 New Street Square London EC4A 3TW

Contact person's name, position and contact details: Verity Sayers, Data Protection Officer, verity.sayers@hofy.com

Activities relevant to the data transferred under these Clauses: The Services made available to Customer by Hofy for the purposes through the Software or as otherwise specified in the Order

Signature and date: As set out in the Signature of the Service Order form

Role (controller/processor): Processor

Customer Name: As set out in the relevant Service Order form

Address: As set out the relevant Service Order form

Contact person's name, position and contact details: As set out in the relevant Service Order form

Activities relevant to the data transferred under these Clauses: The Services made available to the Customer by Hofy for the purposes through the Software or as otherwise specified in the Order.

Signature and date: As set out in the Signature of the Service Order form

Role (controller / processor): Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Employees, agents and consultants of Customers

Categories of personal data transferred: Name, title, position, email address, phone number, postal address, product preference and settings, support tickets

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: Not Applicable

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): The transfer will occur on a continuous basis.

Nature of the processing: The nature of the processing is in connection with the collection, analysis, storage, duplication, disclosure and deletion of the Personal Data in relation to the Services.

Purpose(s) of the data transfer and further processing: The processing is necessary for the provision of the Services to Customer.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: until i) the earliest of the expiry or termination of this Agreement or ii) the date on which the processing is no longer necessary for this Agreement or any Order unless otherwise agreed between the parties in writing.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: As set out above, subject to any provisions to the contrary of the UK Approved Addendum in respect of transfers to which UK Data Protection Laws apply, the competent supervisory authority shall be the Dutch Data Protection Authority.

ANNEX 2 TO DATA PROCESSING SCHEDULE: TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Hofy implements the following technical and organisational security measures, amongst others, to ensure the security of personal data processed under this Agreement:

1. Data in transit is encrypted using Google Cloud Platform's encryption. More information can be found here: <https://cloud.google.com/security/encryption-in-transit>
2. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services.
3. Daily backups of the application database with 7-day backup retention;
4. Encryption of the application database;
5. Backups are kept in separate regions via Hofy's cloud services provider.
6. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
7. Daily backups of the application database with 7-day backup retention.
8. Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing.
9. Penetration tests are conducted at least annually.
10. Measures for the protection of data during storage
11. Data at rest is encrypted using Google Cloud Platform. More information can be found here: https://cloud.google.com/security/encryption/default-encryption#encryption_of_data_at_rest
12. Measures for ensuring event logging
13. Application logs exist for all application access and are stored for up to 90 days.
14. Measures for internal IT and IT security governance and management
15. Security & Awareness Training: Employees are required to read and understand the company's policies and procedures, particularly regarding information security (the company's information security policy, GDPR obligations, Whistleblowing and Information security policy).
16. Mobile Device Management is installed on all Windows and macOS endpoints.
17. Logical Access
18. Access to sensitive data is logged and made available to authorised personnel, protected from change/deletion and retained for a minimum period of 3 months.
19. MFA or SSO is enforced for production applications where available.
20. Processes
21. New code, software and infrastructure releases to production require approval by persons with the appropriate authority.
22. Regular vulnerability scans conducted on the production and user environments (Snyk for Github).
23. Sub-processor measures
24. Sub-processors are assessed on criteria including Data Location, Purpose, Applicable Regulation (e.g. GDPR) and Security Standards Compliance (e.g. SOC 2), to qualify as a Hofy sub-processor.