

Service Specific Terms – Equipment and Equipment Maintenance**1. DEFINITIONS**

Defect: any defect in design, materials and/or workmanship or any other error or performance failure arising in any Equipment

Delivery: the delivery and off-loading of the applicable Equipment (and **Deliver** shall be construed accordingly)

Documentation: user or operating manuals relating to the Equipment and Equipment Software giving accurate, complete and comprehensible information sufficient for a reasonably competent user to install and use the Equipment and Equipment Software and perform basic trouble shooting

Equipment: any information technology and/or telecommunications hardware device to be supplied under this Agreement (including any Equipment Software and any replacement parts)

Equipment Maintenance: the maintenance and support services set out in paragraph 7.3 and the Call-Off

Equipment Software: any operating system or other similar software incorporated or otherwise existing in or on any Equipment, including any Patch

Installation: the installation and commissioning of the applicable Equipment (and **Install** shall be construed accordingly)

OEM: the original equipment manufacturer

Patch: any software or other materials which correct any Defect in the Equipment Software

2. DELIVERY AND INSTALLATION

2.1 Supplier shall Deliver the Equipment and Documentation, and Install the Equipment, in accordance with this Agreement and applicable OEM instructions and leave the site in a tidy, operational state.

3. LICENCE

3.1 Unless otherwise stated in the Call-Off, Supplier grants to each HSBC Group Member a non-exclusive, worldwide, irrevocable, royalty-free licence to:

- (a) Use the Equipment Software and Documentation for a perpetual term; and
- (b) decode, reverse engineer, disassemble or decompile the Equipment Software to integrate or interface it with HSBC systems.

4. TITLE AND RISK

4.1 Title to the Equipment (excluding any Equipment Software) shall transfer to HSBC (or its nominee) with full title guarantee and free from all charges, encumbrances and other third party rights on the earlier of Delivery or payment of the applicable Charges.

4.2 Risk of loss of or damage to the Equipment shall pass to HSBC (or its nominee) on acceptance (or if no Acceptance Criteria are applicable, on Installation).

5. RIGHTS AND OBLIGATIONS

5.1 Non-performance by Supplier under these Service Specific Terms shall be excused to the extent it directly results from HSBC failing to:

- (a) operate and use the Equipment materially in accordance with the Documentation;
- (b) maintain agreed environmental conditions; or
- (c) provide agreed access to facilities for Delivery, Installation or Equipment Maintenance, provided that Supplier has notified HSBC of such failure and used reasonable endeavours to perform its obligations in such circumstances.

6. WARRANTIES

6.1 Supplier warrants, represents and undertakes that:

- (a) the Equipment is new and unused on Delivery; and
- (b) during the **Warranty Period** (12 months from acceptance (or if no Acceptance Criteria are applicable on Installation) unless otherwise stated in the Call-Off), the Equipment will operate substantially as described in this Agreement and the Documentation and be free from material Defects.

6.2 Supplier shall correct any Defects which arise during the Warranty Period in accordance with the relevant Service Levels and in any event within 30 days of Supplier being notified.

7. EQUIPMENT MAINTENANCE

7.1 Unless otherwise stated in the Call-Off, Supplier shall provide Equipment Maintenance for the Term and successive 12 month renewal periods unless terminated by HSBC on 1 months' notice, such notice to expire no earlier than the end of the Term or applicable 12 month period.

7.2 Supplier may terminate the provision of Equipment Maintenance on giving HSBC not less than 12 months' prior written notice, such notice to expire no earlier than the end of the Term.

7.3 Supplier shall:

- (a) monitor performance of the Equipment, promptly notify HSBC of any Defect and its root cause, and correct such Defects;
- (b) supply, assist upon request with the implementation of, and provide necessary knowledge transfer in respect of, Patches;
- (c) make suitably qualified representatives available to respond to technical queries; and
- (d) keep current and available the relevant Documentation, provided that no update shall reduce the Equipment's warranted performance.

8. DEPLOYMENT

8.1 Unless otherwise stated in the Call-Off Patches shall only be deployed on the instructions of HSBC.

9. WITHDRAWN EQUIPMENT

9.1 Supplier shall give at least 12 months' prior written notice if any new units of Equipment or the provision of Equipment Maintenance will no longer be generally available.

10. DECOMMISSIONING

10.1 At any time during the Term or within a reasonable period (including any periods required by Applicable Law), Supplier shall reasonably promptly collect any Equipment from the location specified by HSBC and dispose of it in accordance with Applicable Laws.

