



Terms & Conditions
for
CloudPlus Hardware Rental

Addendum For Legacy Customers



CloudPlus Hardware Rental Terms & Conditions Addendum For Legacy Customers

These Terms and Conditions apply to the rental of Hardware by us, WYSdom Dental Technologies Ltd, a company registered in Scotland under company number SC114467, whose registered office address is at 272 Bath Street, Glasgow, United Kingdom, G2 4JR ("Company/we/us/our").

1. OUR SERVICES

- 1.1 We will install the CloudPlus Hardware at the agreed Site and configure it as necessary.
- 1.2 The Hardware cannot be used without a subscription, which covers the cost of the Hardware rental.
- 1.3 We will carry out maintenance on the Hardware, repair faults and provide replacement parts where necessary.
- 1.4 All support Services will be carried out remotely, unless we agree otherwise.
- 1.5 All our Services will be carried out during normal working hours (Monday - Thursday 9am – 5.30pm, Friday 9am – 5pm excluding English bank holidays). Services required outside of these times will incur additional costs.

2. YOUR OBLIGATIONS

- 2.1 You agree to enable us to access the Site at all times during which we reasonably require such access in order to provide the Services. Any wasted visit will be chargeable.
- 2.2 We will issue operating guidelines on the use of the Hardware, which may change from time to time. It is your responsibility to ensure the Hardware is used in a proper, safe and prudent manner, with all due care and attention, for the purpose for which it was designed, and in accordance with current operating guidelines.
- 2.3 You must:
 - 2.3.1 keep the Hardware in your possession and control and ensure that it is kept secure and **adequately insured, on a full replacement basis, against loss, damage and theft**. You must provide evidence of such insurance to us upon request. The proceeds of any claim in respect of such insurance is to be held by you on trust for us;
 - 2.3.2 not move the Hardware from the specific area in which we installed it at the Site. If you require the Hardware to be relocated, please notify us and we will arrange to carry this out for an agreed fee;
 - 2.3.3 keep the Hardware in good working order, fair wear and tear excepted;
 - 2.3.4 promptly notify us of any and all faults with the Hardware. You must not modify, service or repair the Hardware, or permit anyone other than us to do so;
 - 2.3.5 pay the Annual Maintenance invoice or Software subscription fee promptly in accordance with the agreed payment terms. If we do not receive payment by the due date, then we reserve the right to terminate the Contract and recover the Hardware in accordance with clause 3.3;
 - 2.3.6 ensure all users are fully trained in the correct operation of the Hardware
 - 2.3.7 change the air filter(s) and drive(s) promptly when advised by us that this is required, following operating guidelines, and using the replacements issued to you by us FREE OF CHARGE;
 - 2.3.8 not hold yourself out as owner of the Hardware, or charge, encumber, sell, let, lease, hire or otherwise dispose of, part

with, or abandon the Hardware, or permit or suffer the creation of any lien or distress over the Hardware;

- 2.3.9 ensure that any identification marks, labels or signs on or fixed to the Hardware are not removed, defaced, amended, obscured or otherwise subjected to interference, including those which identify the Hardware as belonging to us;
- 2.3.10 obtain and maintain adequate electrical outlets and power for the Hardware in accordance with the operating guidelines; and
- 2.3.11 return the Hardware to us at the end of the Contract term, using a suitable method of transport and adequate packaging to ensure no damage (or loss) is incurred. You should retain proof of postage until the Hardware has been successfully returned to us. You can request we collect the Hardware but this will be chargeable.

- 2.4 If, when we receive the Hardware back, the whole or any part of it is found to be lost, damaged (whether accidentally or deliberately), misused, vandalised or stolen, due to you or anyone not authorised by us, we will invoice for the cost of repairing or replacing the Hardware. We reserve the right to continue to charge for the subscription fee under the Software terms and conditions until such time as all sums have been received.

3. RISK AND TITLE

- 3.1 The responsibility (sometimes referred to as the "risk") for the Hardware remains with us until it has been installed at the Site, at which point it will pass to you. The risk in the Hardware will not revert back to us until the Hardware is back in our possession or control, notwithstanding the expiry of any agreed term (or extended term).
- 3.2 The Hardware is provided on a hire only basis. Title and all rights to the Hardware will at all times be vested in us and you acknowledge that you have no right, title, property or ownership in the Hardware.
- 3.3 We reserve the right to repossess any Hardware in which we retain title without notice should any breach of Terms or termination of contract occur. You irrevocably authorise us to enter your premises (or any premises at which we reasonably believe the Hardware is being held) during normal business hours for the purpose of repossessing any Hardware in which we retain title.

4. Intellectual Property Rights, Claims and Disputes

- 4.1 Any and all intellectual property rights of whatever nature which now or in the future subsist in the Hardware are and will remain our property.
- 4.2 You must not:
 - 4.2.1 attempt to copy, reverse compile, disassemble, or reverse engineer all or any part of the Hardware;
 - 4.2.2 access all or any part of the Hardware in order to build a product or service which competes with the Hardware;
 - 4.2.3 vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Hardware;
 - 4.2.4 sub-license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Hardware available to any third party; or
 - 4.2.5 permit any third party to breach or attempt to obtain or assist third parties in obtaining, access to the Hardware other than as provided under these Terms and Conditions.