

Peak Technologies Three Day Repair Service Schedule

1. DEFINITIONS AND INTERPRETATION

This Repair Service Schedule incorporates and is governed by the Terms and Conditions (defined below).

Terms not defined in the Repair Service Schedule shall have the meanings ascribed to them in the Terms and Conditions. The following definitions govern the Services described in this Repair Service Schedule:

Term	Definition
Acceptance Notice	Peak Technologies' written notice of acceptance of an Order for Services placed by the Customer;
Accidental Damage	damage to a Product caused by an unexpected, unintentional one-off incident or non-deliberate external action. Examples of Accidental Damage may include cracked or broken housings, plastics, displays, touch screen/digitizers, keyboards/keypads, broken or missing platens or scan triggers and exit windows;
Agreement	this agreement between Peak Technologies and the Customer comprising of the quotation or Order issued by Peak Technologies, this Repair Service Schedule and the Terms and Conditions;
Charges	the charges to be paid by the Customer to Peak Technologies in respect of the Services;
Customer	the entity purchasing the Repair Service from Peak Technologies;
Configuration	the parameters of a customer's operational design that rely on the functionality of the End- User's Products. Product configuration may be driven by various factors;
Damage Rate	the rate in which the damages will be calculated for each Product as defined by Peak Technologies including such factors as site requirements, WLAN or WWAN parameters;
EOL or End of Life	the date after which a Product is no longer manufactured;
End User	the ultimate user of the Product;
Peak Technologies	PEAK TECHNOLOGIES LTD registered in England with number 2951840 whose registered office is at 95 Aldwych, London WC2B 4JF;
Force Majeure	as defined in the Terms and Conditions;
Peak Technologies Repair Centre	the facility or location where Peak Technologies and/or its subcontractors provide the Repair Services;
Product(s)	Peak Technologies devices including mobile devices, scanners, printers, cradles and accessories
Region	one of the four geographic divisions in which Peak Technologies operates as follows: (i) North America (ii) Latin America (iii) Europe, Middle East and Africa; and (iv) Asia Pacific;

Repair Service	the repair services performed by Peak Technologies as described in this Repair Service Schedule;
Return Material Authorisation or RMA	the process and associated form required to be completed in order to obtain an identification number that will be associated with the Product sent for repair;
Service	the Repair Service and/or Standard Commissioning Service;
Software	any computer software supplied by Peak Technologies, whether embodied in ROM, RAM, firmware or on disk, tape or other media;
Software Release	a software maintenance update, patch, or bug-fix;
Standard Commissioning Service	the commissioning services performed by Peak Technologies as described in this Repair Service Schedule;
Support Day(s)	a day other than a Saturday, Sunday or bank or public holiday in England;
Support Portal	<u>Peak Technologies Europe: Customer Login (peaktechportal.com)</u> ;
Terms and Conditions	the agreement between the Customer and Peak Technologies' for the supply of goods and/or services, either in the form of the Framework Agreement or Peak Technologies standard terms and conditions available at https://www.peaktech.co.uk/terms-and-conditions/ (as applicable).

2. PEAK REPAIR SERVICES

2.1 Comprehensive Coverage

Peak Technologies will use its reasonable commercial endeavours to diagnose, repair, and restore to functional specification, align, adjust, or replace Products affected by functional failure and wear and tear during normal use or Accidental Damage. Accessories that ship together with the Product may be covered, for example, styluses, hand straps, screen protectors, battery doors.

2.2 Request for Return Material Authorisation (RMA)

An RMA is required to authorise the return of a malfunctioning Product to the Peak Technologies Repair Centre for a Repair Service. Issue or fault reporting instructions are found in the contract documentation provided by Peak Technologies upon commencement of the Repair Service or via the Repair Order Portal at: [Peak Technologies Europe: Customer Login \(peaktechportal.com\)](https://www.peaktech.co.uk/customer-login)

2.3 Return Rate

The Charges are based on an agreed annual percentage return rate for the Hardware as set out within the quotation ("Return Rate"). If the actual return rate exceeds the Return Rate, Peak Technologies reserves the right to charge the Customer for any repairs in excess of the Return Rate. Peak Technologies shall issue a quotation for any Additional Services, which the Customer shall accept prior to Peak Technologies undertaking the Additional Services. Peak Technologies may reasonably increase the Charges in respect of any renewal period by giving notice to the Customer prior to renewal, or otherwise annually by giving the Customer 90 days' prior notice.

2.4 Repair and Turnaround Time

Peak Technologies target repair time for any Product is within three (3) Support Days ("Turnaround Time") from receipt of the Product at Peak Technologies Repair Centre, where day of receipt is counted as day zero. Turnaround Times are an objective and are not a guarantee. Turnaround Times may be delayed for Products returned to the Peak Technologies Repair Centre where significant quantities of the Product relative to the install base are returned in bulk or where Peak Technologies are required to procure additional components, and any relevant supply lead times for said components shall apply. Repair Services are performed, and Turnaround

Time is measured, during Support Days. Turnaround Time excludes times in transit to and from the Peak Technologies Repair Centre.

2.5 Replacement

Peak Technologies reserves the right to replace the Product with the same model and configuration, but not the identical serial number as originally submitted for repair.

2.6 Return of Products to Default Factory Condition

Products will be returned in their factory default condition loaded with the most recent version of the Software. If the Customer selects one or more of the Commissioning Service options, the provisions of Section 4 (Commissioning Services) of this Repair Service Schedule shall apply.

3. SHIPPING SERVICE OPTIONS

- 3.1 Shipping of repaired or replaced Product(s) to the Customer will be organised through Peak Technologies' chosen parcel carrier on a Next Business Day service, where available. Where a Next Business Day delivery service is not available, Peak Technologies will arrange delivery using the next best available service.
- 3.2 Repaired or replaced Product(s) which are required to ship to a customer address outside of the UK will be done so under DAP (Incoterms 2020). Any import formalities and payment of applicable import duty and VAT will be the responsibility of the Customer, as declared on the export declaration and commercial invoice.
- 3.3 Where the Customer requires an alternative shipping arrangement, they must notify the Peak Technologies sales account manager prior to any Products reaching the Peak Technologies Repair Centre.

4. STANDARD COMMISSIONING SERVICES

- 4.1 In addition to the Repair Service, the Customer may purchase one or more of the Commissioning Service options described in this Section 4 of this Repair Service Schedule.
- 4.2 These optional Commissioning Services are not available for all Products or in all countries. The Customer may go to the Support Portal to identify Products that are eligible for these Standard Commissioning Services. The Customer may choose to add one or more optional Standard Commissioning Services when placing an Order.
- 4.3 The Commissioning Service options are:

4.3.1 Application Loading

Peak Technologies shall load the Customer defined version of the operating system Software onto the Product(s). In addition, Peak Technologies shall load the Customer owned or licensed applications onto Product(s) which the Customer has provided to Peak Technologies in line with the conditions set out in Section 4.4 (Standard Commissioning Set-Up Process) of this Repair Service Schedule below.

4.3.2 Configuration Management

Peak Technologies shall load specific configuration information provided by the Customer, such as ESSIUD, onto Product(s).

4.3.3 Physical Commissioning

Peak Technologies shall apply any Customer provided accessories, pre-printed labels and/or insert Customer supplied SIM cards or SD cards to the Product(s) as instructed by the Customer.

4.4 Standard Commissioning Set-Up Process.

The Standard Commissioning Services must be initiated and activated by the Customer by contacting uk.professional.services@peaktech.com. The Customer shall provide all software applications and components required to load and configure the Product, as well as generic Product information, including ESSIUD information, software configurations and port key licenses and installation instructions (“**Customer Materials**”). The Customer shall provide Peak Technologies, a test device for validation if required.

4.5 Application and Configuration Validation

Peak Technologies shall verify and approve the Customer Materials provided to ensure they meet industry quality standards and, if required, return a “Commissioned” test device provided by the Customer to the Customer for approval. Peak Technologies shall notify the Customer of any non- approval issues with the

Customer Materials and work with the Customer to correct the issue. This effort will not include any diagnostics or investigations into the software provided or any compatibility issues. At Peak Technologies' sole discretion, Standard Commissioning Services may be suspended until the issue is resolved. If during the term of this Commissioning Service, the Customer requires any changes to the Customer Materials provided, Peak Technologies reserves the right to charge the Customer for the additional validation effort at its then-current rates.

4.6 Software Licenses.

Software licenses required to complete the repair process must be provided by the Customer and may impact repair Turnaround Time (see Section 2.3 of this Repair Service Schedule).

4.7 Service Boundaries:

- 4.7.1 Peak Technologies will not connect with any Customer management system to obtain applications or Configuration information. Peak Technologies shall not: collect application files nor Configuration settings from any website or Customer server, link with any Customer server, test and validate those applications function as intended beyond a simple device boot up sequence, nor activate SIM Cards under Standard Commissioning. See section 5.9 of this Repair Service Schedule for the Customer's responsibilities relating to the Standard Commissioning Services.
- 4.7.2 The Customer must provide all application files electronically to Peak Technologies and fully test all applications and settings provided to Peak Technologies with the selected applications, operating systems release that are required. The Customer must provide all physical components to be used during Standard Commissioning such as, labels and SD cards.
- 4.7.3 The Customer requests to change the applications, operating systems revision level for the Standard Commissioning process, will require the Customer to perform all testing of applications sets and configuration settings with the new application or operating system.

5. CUSTOMER RESPONSIBILITIES

5.1 Service Contract Booking Process

The Customer must provide the following information to complete the booking process:

- 5.1.1 Complete list, in electronic format, of the serial numbers of each Product, cradles and accessories to be covered (if required by Peak Technologies in writing).
- 5.1.2 Name and email address of the Customer contact for renewal notifications.
- 5.1.3 Where selected, complete the applicable Standard Commissioning details (see Section 4 of this Repair Service Schedule).

5.2 Wide Area Network (WAN) Activation

The Customer is responsible for activating WAN-enabled Products with its WAN provider.

5.3 Installation of Latest Software.

The Customer shall download and deploy the latest releases of applicable Software available from the Support Portal in a timely and effective manner for all Products.

5.4 Hardware Upgrade

Newer Releases of Software may require the Customer to upgrade the Product hardware.

5.5 Supervision of Software

The Customer shall supervise, distribute, manage and be responsible for the use of the Software on Products and procedures for protecting its personal and corporate information and backup facilities from unauthorised access.

5.6 Compliance with Terms of Contract

The Customer agrees to download, copy or deploy only those Software Releases for which it has received explicit approval from Peak Technologies to obtain from the Support Portal. This entitlement is granted only for the specific serial numbers of the Products covered by this Agreement, and does not include the right to provide copies, transfer or otherwise distribute any Release of the Software to any other product or any third party. If the Customer is found in non-compliance with this condition, Peak Technologies reserves the right to invoice for any support charges necessary to obtain compliance, discontinue support or take other action as

it deems appropriate. Peak Technologies reserves the right to audit the Customer's records using an independent third-party auditor to verify compliance.

5.7 Compliance with License Terms

The Customer is responsible for complying and/ or ensuring that the End User complies (as the case may be) with the terms of all relevant End User License Agreements pertaining to the Software. Without prejudice to Peak Technologies' other rights and remedies, Peak Technologies reserves the right to suspend or terminate the Services if the Customer and/or End User is found in violation of such End User License Agreements.

5.8 User Location

The Customer must inform Peak Technologies in advance of the country in which the Product will be deployed or to which it will be moved, for prior approval to ensure the Turnaround Time can be offered in that location. The Services will be delivered within the Region specified in the Order and will be void if the Product is moved to another Region. Peak Technologies cannot warrant or guarantee that the same Turnaround Time can be delivered in all Regions. Extra freight and other applicable administration charges may be levied for Service in the other Regions.

5.9 Standard Commissioning Customer Responsibilities

In order to engage Commissioning onboarding and set- up, the Customer must identify their need to engage Standard Commissioning during the purchase/contract set up process. The onboarding process will cease if the Customer does not provide the necessary information. Failure provide the required information to Peak Technologies will result in Peak Technologies inability to deliver the Standard Commissioning element of the service.

6. LIMITATION AND RESTRICTIONS

6.1 Not all features or options available under this Repair Service Schedule are applicable to all Products in all Regions. For information about availability of Services in your location, please contact your Peak Technologies representative. Comprehensive Coverage may not be available for all Products. Peak Technologies reserves the right to invoice for any support charges at its then-current rates that are necessary in order to replace or repair Products that are affected by Accidental Damage, to suspend support and to take other action as it deems appropriate.

6.2 Issuance of an End-of-Life (EOL) notice for a Product may impact the Service availability. A Product that is not repairable post-EOL for which no replacement Product is available will be returned to the Customer and will not be covered under this Agreement. At its sole discretion, Peak Technologies may issue a pro-rated credit for the balance of Services fee for that unit.

6.3 Only Products in working condition are eligible to be covered under this Agreement. Peak Technologies is not obligated to provide the Services for any Product:

6.3.1 That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable Product specification.

6.3.2 That fails to be updated to the latest Software version made available; or

6.3.3 If the Customer or its End User(s) fails to comply with the obligations contained in this Agreement and/or the applicable End User License Agreement.

6.4 In the event of the occurrence of any of the exclusions listed in clause 5.4, Peak Technologies shall notify the Customer that the claim for Service is not covered under the scope of these Services and Customer may (at its option) opt to direct Peak Technologies to repair such defect at Peak Technologies' then-current charges for 'per incident repair' or return the equipment to the Customer/End User at the Customer/End User's cost.

6.5 The following repair activities are not covered under the scope of the Services and will be carried out under Peak Technologies' 'per incident repair' process and charged at Peak Technologies' then-current rates:

6.5.1 Accidental Damage, unless the Product is covered by a Comprehensive Service Replacement Product Warranty of consumable parts, printheads, linerless platens or accessories.

6.5.2 Damage caused by:

1. natural or manmade disasters (including but not limited to fire, theft and floods that would cause internal and external component damage or destruction) or other Force Majeure event,

2. third party printheads, supplies, accessories or peripherals not approved in writing by Peak Technologies for use with the Product.
 3. third-party products, including but not limited to battery, charging cradle, and stylus.
 4. unauthorised alterations or attempted repair; or
 5. non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- 6.5.3 Issue determination and/or work performed to repair or resolve issues with non-covered Products, for example, any hardware or software products not specifically listed on the Order.
- 6.5.4 Performance of any file backup or restoration processes other than as part of the Standard Commissioning Service (if applicable). Completion and test of incomplete application programming or system integration if not performed by Peak Technologies and not specifically listed as covered.
- 6.5.5 Use of Software Releases except as provided for in this Repair Service Schedule.
- 6.6 For Printer Products, failed or damaged printheads and platens may be covered under Comprehensive Coverage, however, damage or failure caused by improperly matched linerless media may be excluded from Service coverage.
- 6.7 Comprehensive Coverage does not include repair of cosmetic issues, such as imperfections on external plastics, that do not affect the functionality of the Product nor issues caused by neglect, abuse, and intentional damage.
- 6.8 No Fault Found (NFF)**
- 6.8.1 Under this Agreement, Peak Technologies reserves the right to monitor NFF returns. If the NFF rate is greater than 5% of the total returns per calendar quarter, calculated by Product type across all the Customer Products under this Agreement, Peak Technologies will work with the Customer to identify the reasons for excessive NFF and establish an action plan aimed at reducing the NFF rate to under a 5% threshold (“**NFF Threshold**”).
- 6.8.2 Without prejudice to Peak Technologies’ other rights and remedies, should the Customer fail to implement the action plan and/or fail to reduce the NFF rate to the NFF Threshold, Peak Technologies reserves the right to:
1. charge the Customer for servicing the Products at or above the NFF Threshold, based on Peak Technologies’ prevailing Per Incident charges; or
 2. suspend or discontinue the Services.
- 6.8.3 Peak Technologies will review the rate of the Customer’s returned NFF units at the point of expiry of this Agreement. The price for Service renewal will be impacted if the rate is above the NFF Threshold.
- 6.9 Excessive Damage**
- Peak Technologies reserves the right to monitor the rate of Products returned for repair, which are affected by damage. If the Damage Rate by product type is greater than 10% of the Customer quantity of Products covered under this Agreement per calendar year across all Customer’s deployed Products, Peak Technologies will work with the Customer to identify the reasons for such excessively damaged Products and will establish an action plan aimed at reducing the rate to under a 10% threshold (the “**Excessive Damage Threshold**”). Should the Customer fail to implement the action plan and/or fail to reduce the Accidental Damage rate to below the Excessive Damage Threshold within the following calendar quarter, without prejudice to Peak Technologies’ other rights and remedies, Peak Technologies reserves the right to invoice the Customer for any support charges necessary, based on Peak Technologies’ prevailing charges, or suspend or discontinue support. Peak Technologies will review the rate of the Customer’s Accidental Damage return Products at the point of expiry of this Agreement. The price for Service renewal will be impacted if the rate is above the Excessive Damage Threshold. Notwithstanding that the Customer has not reached the Excessive Damage Threshold, where ongoing Accidental Damage is deemed by Peak Technologies to be excessive, systemic or the result of Product mishandling, the Customer may be subject to an audit. The Customer will incur a repair charge at Peak Technologies’ discretion and prevailing charges for Products deemed by Peak Technologies to have been damaged through improper handling, carelessness, or reckless use.
- 6.10 Where Peak Technologies deems that the Customer requests for replacements to accessories are excessive, systemic or the result of Product mishandling, the Customer may be subject to an audit. The Customer will incur a repair charge at Peak Technologies’ discretion and prevailing charges for accessories deemed by Peak Technologies to have been damaged through improper handling, carelessness, or reckless use.
- 6.11 Unless otherwise directed at the time of RMA issuance, the Customer must ensure the removal of styluses, carry cases, SIM cards, SD cards and batteries (unless the Customer chooses battery coverage options, see

Section 2.1) prior to shipping Products to Peak Technologies for repair.

- 6.12 Peak Technologies does not guarantee the protection of the Customer's SIM card, software configurations, port key licenses, WEP keys, special configurations, security codes and any other business information (herein referred to as "**Customer Confidential Business Information**"). As far as legally permissible, Peak Technologies hereby disclaims any and all liability resulting from a failure to safeguard the Customer Confidential Business Information.
- 6.13 This Service does not include the activation of the WAN-enabled device on the Customer's WAN provider's network. If the repair of a WAN-enabled device requires the replacement of the WAN radio, the Customer will need to activate the device on its WAN provider's network.
- 6.14 Each Order is non-cancellable (although a deletion of some limited number of units of Product from the scope of this Agreement may be accepted by Peak Technologies, at its sole and absolute discretion, thirty (30) days after receipt of such proposed request for a deletion of a unit for a pro-rata credit of the pre-paid fee for the Service of such units).
- 6.15 If this Agreement expires after the official end of service life date for the Products, Peak Technologies will use reasonable endeavours to locate and utilise spare parts to complete repairs. In the unlikely event that spare parts cannot be located, Peak Technologies will return the Product, unrepared, to the Customer, and credit the Customer with the pro-rated sum of the pre-paid fee for the Service of such units. Peak Technologies will make an offer to the Customer to purchase an equivalent new device and place it under this Agreement.
- 6.16 Peak Technologies is not responsible for issues caused by changes made by WWAN carriers, suppliers of WLAN infrastructure, or other third-party software or hardware providers.
- 6.17 If a Product is registered with Google's Android™ Zero Touch Service, it is the Customer's responsibility to deregister such Product from the Google Android Zero Touch Service portal prior to returning the Product to Peak Technologies.
- 6.18 Peak Technologies hereby disclaims any and all liability resulting from a failure to safeguard the Customer or its End User's confidential information as a result of the Customer's failure to deregister a Product from the Google Zero Touch Service portal. Additionally, Peak Technologies will not be responsible for any delay in Turnaround Time of the repair of such Product if the Customer fails to deregister the Product prior to returning the Product to Peak Technologies for repair.