

# Terms and Conditions of Supply (Print, Copy and Scan Control Resellers)

Version 1.2  
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**iTS**:Print·Copy·Scan 

## TERMS & CONDITIONS OF SUPPLY

This Non-Exclusive Software Reseller Agreement (this "Agreement") is between:

- (1) Info Technology Supply Ltd, an Illinois corporation having a primary place of business at 6303 N. Cicero Avenue, Chicago, 60646, USA ("Vendor"); and
- (2) Company agreeing to be appointed by Vendor as reseller to market, promote and sell products and services, in accordance with the terms herein, which is named as reseller on a Reseller agreement Form ("Reseller"),

each of the Vendor and Reseller being a party and together the Vendor and Reseller are the parties.

### Background

- (A) The Vendor owns or has rights to certain software and services.
- (B) The Reseller is an experience provider of software resale services.
- (C) The Vendor wishes to appoint the Reseller as an authorised Reseller of certain Vendor software and third-party software listed on Annex 1, to market and distribute the software and Subscribed Services in accordance with the terms of this Agreement on the basis Reseller contracts with Customers and is paid by Customers.

### Appointment of Reseller

Vendor agrees to supply Product to Reseller and Reseller agrees to pay Vendor for Product on the terms set out below. Where below Reseller is obliged to notify its customers/End-Users of particular obligations Reseller undertakes to ensure this is done and it is responsible for ensuring compliance by its End-Users. As provided below End-Users of Software will also be subject to the Software Licensor's end user licence agreement.

On the terms and subject to the conditions set forth herein, Vendor appoints Reseller as an independent, non-exclusive authorized Reseller of the Products in the geographic area identified in the country entered into the Annex 1 hereto ("Market"), and Reseller hereby accepts such appointment. Reseller may advertise, promote, and resell the Products solely to third party End Users within the Market.

The Reseller agrees to refer to itself as a "reseller" of the Vendor and "reseller" of the Product and shall not claim in any advertising, marketing, contracts and in writing, on line, verbally in meetings or otherwise to be the Vendor or its employee or director, nor that it is part of the Vendor's group nor a division of the Vendor nor an agent of the Vendor nor that of any software licensor or supplier to the Vendor.

### Marketing and Promotion

1. Promotion. Reseller shall use its best efforts to market and promote Products to End-Users in the Market, including by: (a) attendance by Reseller at trade shows at which Reseller promotes the Products, (b) listing the Products in Reseller's product lists, Reseller's other marketing materials and Reseller's website, (c) advertising the Products in trade journals, magazines, and other appropriate publications, and (d) at Vendor's request, translating and distributing Vendor's press releases and other publicity and sales materials in the Market.
2. Marketing Practices. Reseller will at all times perform hereunder in an ethical and professional manner and in accordance with this Agreement and any guidelines issued by Vendor. Reseller will: (a) conduct business in a manner that reflects favourably at all times on the Products and the good name, goodwill and reputation of Vendor ; (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to Vendor , the Products or the public, including but not limited to disparagement of Vendor or the Products; (c) make no false or misleading

representation with respect to Supplier or the Products; and (d) make no representations with respect to Vendor or the Products that are inconsistent with Vendor's end user license agreement for the Products, promotional materials and other literature distributed by Vendor, including all liability limitations and disclaimers contained in such materials.

3. Promotional Materials. Reseller consents to the listing of its business name, address, phone number and web site addresses in such Vendor advertising and promotional materials as Vendor may determine in its sole discretion, including product literature and Vendor websites. During the term of this Agreement, Vendor may provide to Reseller promotional materials with respect to Products. Reseller may not use the promotional materials for any purpose other than advertising and promoting the Products to End Users in the Market. Notwithstanding anything to the contrary herein, Reseller may not distribute any Reseller- created promotional materials with respect to Vendor or the Products without Vendor's prior written approval of such materials. In cases of doubt the Reseller shall submit its marketing materials to the Vendor in advance for approval to ensure compliance with this requirement.

### Hardware Warranties

4. For any supplied hardware items an initial twelve (12) month warranty applies from the date of supply for new units and three (3) months for refurbished units, unless otherwise stated on a valid order confirmation received from the Vendor. There is no provision of an extended warranty.
5. The Vendor can only guarantee that the Product has left the Vendor's premises in working order and any support will be provided solely on a "Return to base" basis. Under this arrangement the Product will be sent to the Vendor at the sole cost of the Reseller for initial evaluation and remedy. Any out of warranty repairs or replacements will be subject to additional charges.
6. The Supplier reserves the right not to offer support for the Product or replace or repair the Product where there is reasonable evidence that the Product has been accidentally or intentionally damaged or used for anything other than its intended purpose.
7. After the initial twelve-month period the Vendor does not undertake to guarantee the suitability or performance of any equipment or system provided or provide support for the Product supplied.
8. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES, AND, IF ANY, THOSE MADE TO THE END USER IN THE APPLICABLE SOFTWARE LICENSE AGREEMENTS, VENDOR MAKES NO OTHER WARRANTIES RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED. VENDOR DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PRODUCTS OR THE MEDIA ON WHICH PRODUCTS ARE SUPPLIED.**

### Software and Technical Support services

9. Technical Support and software services from the Vendor are available during the Vendor's office hours (09:00 – 17:00 CST/CDT Monday to Friday excluding public holidays). These hours remain the same where the Reseller and or End-User are situated outside the United States and or within a different time zone.
10. Technical Support (hotline and remote support) covers software issues relating to the Product supplied by the Vendor and the provision of support services to help the Reseller resolve any technical / functional issues with the Product. Such support services are provided by telephone, email, and remote access only. Installation services are chargeable at the Vendor's standard daily rate and are offered remotely only.
11. Software and Technical Support covers the standard features of the Product supplied only. Any bespoke development work including the writing of scripts is chargeable as is the installation, pricing to be agreed after a statement of work has been agreed.
12. The day to day running of the system including patching/upgrading and the configuration of the underlying IT infrastructure (including print, scan, etc) is not the responsibility of the vendor.

13. The Vendor will support the Product's software components (where supplied) solely during the period covered by the Product's software maintenance. Software maintenance can be purchased for up to five (5) years at a time and extended thereafter. Where software maintenance has lapsed or was never taken the Vendor will not support the Product's software components.
14. Where software maintenance has lapsed or was never taken it will not be possible to add additional software items or components to the Product until software maintenance has been reinstated.

#### Technical Support Response Times

15. Critical  
Critical is the most serious category, assigned to an incident if there is a system outage or the Customer is required to turn off access to the system due to a major system failure. Response within 2 hours of notification by Customer to Vendor during ITS opening hours.
16. Urgent  
Urgent incidents involve any issue that prevents the software from providing its core capabilities as described in this Agreement. Response within 4 hours of notification by Customer to Vendor during ITS opening hours.
17. Routine  
Routine incidents involve all issues that are not critical or urgent. Response within 8 hours of notification by Customer to Vendor during ITS opening hours.

#### Installations and Shipping

18. The Vendor will not schedule any remote installations without first receiving a valid purchase order from the Reseller and having been given a sufficient description of the installation work required by the End-User. A nominated person will need to be assigned to the installation to provide access to the IT infrastructure (including servers, printers, multi-function device (MFD), scanners, etc) in order to carry out installation and support services. Any password protected access (e.g. MFD service menu) must be arranged for the Vendor.
19. In the event that the Reseller is unable to complete an installation of the Software and as a result requires the installation and consultancy services the Vendor reserves the right to charge for any such professional services provided. **General**
20. We reserve the right to review any proposed configuration and/or costs should the Reseller or their End-User wish to change the content of the project from that specified within any quotation previously provided or order received. The Vendor also reserves the right to change the configuration where such changes would benefit and enhance the project as a whole. Where such configuration changes are made the Vendor will make all reasonable endeavours to communicate such changes to the Reseller. All change requests received from End-Users by the Vendor must be confirmed by the Reseller as the Vendor's contract is with the Reseller not End-User customers of the Reseller.
21. VENDOR'S AGGREGATE LIABILITY TO RESELLER UNDER THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, IS LIMITED TO THE PRICE PAID BY RESELLER FOR THE COPY OF THE PRODUCT WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL VENDOR BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF VENDOR HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN FAILS OF ITS ESSENTIAL PURPOSE.
22. Reseller will indemnify, defend and hold harmless Vendor from and against any and all claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) by any third party resulting from any acts or omissions of Reseller relating to its activities in connection with this Agreement. Reseller's breach of this Agreement, or Reseller's misrepresentations relating to Vendor, the Services, Software, Hardware, or this Agreement, regardless of the form of action. Reseller will be solely responsible for any claims, warranties or representations made by Reseller or Reseller's representatives or agents which differ from the warranties provided by Vendor or in the applicable end user license agreement.
23. Vendor agrees to defend or, at its option, settle any claim or action against Reseller to the extent arising from a third party claim that a permitted use of a Product by End Users infringes any U.S. patent or copyright, provided

Vendor has control of such defence or settlement negotiations and Reseller gives Vendor prompt notice of any such claim and provides reasonable assistance in its defence. In the event of such a claim of infringement, Vendor, at its option, may provide Reseller with substitute Software, Hardware, or Services reasonably satisfactory to Reseller to replace those affected products then in Reseller's inventory. Vendor will not be liable under this Section if the infringement arises out of Reseller's activities after Vendor has notified Reseller that Vendor believes in good faith that Reseller's activities will result in such infringement. The foregoing states the entire liability of Vendor with respect to infringement of intellectual property rights.

24. Reseller will, at its sole cost and expense, obtain all permits and licenses necessary in connection with its performance of this Agreement, and will comply with all applicable laws, rules and regulations in the performance of this Agreement. Without limiting the generality of the foregoing, Reseller will comply with all applicable export laws. Without limiting the foregoing, Reseller agrees that it will not knowingly export or re-export any Products to any Country unless prior written consent is given.

### **Refunds and Cancellation Policy**

25. All software supplied under this agreement are provided with a trial license. There is no automatic right to amend or cancel an order once it has been placed. The contract for supply of Products by Vendor to Reseller is between those parties. The Reseller is solely responsible for its contract with its customers – End Users.
26. The Vendor offers trial licensing to accommodate software evaluations prior to orders being placed and therefore the Reseller acknowledges that no assurances have been made, either orally or in writing, which offer to provide a test or evaluation period after an order has been fulfilled.
27. The Vendor will not accept the return of any hardware ordered by the Reseller for any given order unless the hardware is defective. Where any hardware item is returned to the Vendor it is the sole responsibility of the Reseller to cover the return shipping charges.

### **Payment**

28. Our charges are as set out in the latest price list which is issued at least bi-annually, typically in January and July of each year. In the event of a price change, the Vendor will honour any quotes registered in the Vendor's pricing tool for 30 days. All fees are paid upfront unless credit terms have been agreed.
29. Where the Vendor has not provided a credit account to the Reseller, we will require advance payment to be made before processing any orders. Please issue a formal purchase order and we will return a pro forma invoice for payment. Some extra lead time will need to be factored in to cover this. Alternatively, payment can be made by credit or debit card.
30. Where the Vendor has provided a credit account to the Reseller payment is due within strictly 30 days of the issuance of the appropriate invoice by the Vendor. A credit application form is available for those who wish to apply for a credit account.

### **Title, Intellectual Property Rights and Liability**

31. All Software supplied is protected by international copyright laws and other intellectual property rights. The owner of these rights is the relevant Software Licensor. All product and company trademarks, tradenames, service marks, domain names, social media names or tags, names and logos contained within the Software are the intellectual property of Vendor and, where applicable, their respective owners. The Reseller shall not register the Vendor's or its licensors' intellectual property or product names as registered trade mark, domain name or limited company names nor any similar such names. You must not remove any copyright or other notice on the Software nor use it otherwise than strictly as provided in any relevant Software Licensor EULA and these terms. All restrictions in such EULA apply too. If the Vendor undertakes any custom development or other bespoke work, software or documents or otherwise the Vendor retains ownership of all intellectual property rights in such works which then become part of "the Software" and the Reseller (and any End-User) is licensed to use such works on a non-exclusive and non-transferable basis with no rights to sub-license nor commercialise/exploit such works,

32. Although we seek to ensure the Product supplied is of satisfactory quality, we limit our liability to the fullest extent permissible by applicable law to the price you pay for the Product and its use is subject to these terms in addition to any applicable EULA which is also incorporated into this Agreement between you and us. We also exclude liability for all consequential loss, loss of profit, revenue, goodwill, business reputation and other similar losses. However, nothing in these terms excludes our liability for death or personal injury caused by our negligence nor for fraud.
33. Title of any other goods supplied such as hardware and any part thereof remain the property of the Vendor until such time as full payment has been received by the Vendor. Vendor reserves the right to enter Reseller's premises to recover such goods for which payment has not been made when due.

#### **Terms, Law and Jurisdiction**

34. You place all orders with us subject to the terms outlined within this Agreement. The parties agree that any legal action or proceeding with respect to this Agreement may be initiated only in the federal or state courts located in the State of Illinois, County of Cook. By execution and delivery of this Agreement, the parties submit to and accept with regard to any such action or proceeding the exclusive personal jurisdiction of such courts.
35. Reseller acknowledges that any breach or threatened breach of this Agreement involving an unauthorized use of Confidential Information or Vendor intellectual property will result in irreparable harm to Vendor for which damages would not be an adequate remedy, and therefore, in addition to its rights and remedies otherwise available at law, Vendor will be entitled to seek injunctive or other equitable relief, as appropriate, and Reseller hereby waives the right to require Vendor to post a bond. If Vendor seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by Reseller involving an unauthorized use of Confidential Information or Vendor intellectual property, Reseller agrees that it will not allege in any such proceeding that Vendor's remedy at law is adequate. If Vendor seeks any equitable remedies, it will not be precluded or prevented from seeking remedies at law, nor will Vendor be deemed to have made an election of remedies.

#### **Confidentiality, Non-Competition and Data Protection**

36. The source code of the Software is confidential information of Software Licensors and Reseller shall not (and shall ensure its End-Users shall not) reverse engineer or decompile the software otherwise than is permitted by applicable law. All confidential information about the Product and the Vendor and its business, all price quotes and any other details contained in a quotation and other trade secrets and any information about customers and licensors/Vendors other than that in the public domain is confidential information and must be kept confidential by Reseller which shall procure that its End-Users also keep it confidential and shall only be used as necessary to use Products as envisaged under this Agreement. In particular but without limitation, you undertake not to supply any such confidentiality information including prices and quotations to our competitors. For the duration of this Agreement and for 6 months after it ends you undertake not to take supplies of the Software from our Vendors, competitors or their suppliers.
37. Reseller will at all times during the term of this Agreement maintain appropriate technical and organizational measures to protect any End User data that it collects, accesses or processes in connection with this Agreement against unauthorized or unlawful use, disclosure, processing or alteration. Reseller will act only on Vendor's instructions in relation to the collection, use, disclosure and processing of any such End User data, but in all instances in accordance with all applicable laws, rules and regulations **Acceptance**.
38. Submission of a purchase order and/or payment indicates acceptance of all of the terms and conditions set out within this document.

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## ANNEX 1 – LIST OF PRODUCTS AND SERVICES

### 1. Umango

Umango provides a professional batch scanning solution for medium to large organisations who require a quick and easy way to scan, index and store documents. These can be profiled at the desktop, on a supported multifunction device or on a tablet or mobile.

Umango also provides automated conversion of a wide range of file formats into a unified file name and file format without any user intervention required. Once documents have been converted, separated and cleaned, they can then be routed to multiple destinations simultaneously.

For additional information please check <https://www.printandcopycontrol.com/en/products/umangosoftware>

Trial license period: strictly 15 days

Territory: America

EULA: Available during installation time

### 2. Docslide

Security surrounding electronic document transfers is of the utmost importance for the majority of businesses, so scanning a sensitive document to your email, then finding out the file has not made it to your inbox is a nightmare scenario. Luckily, ITS have developed DocSlide to address security concerns around scanning files to email.

DocSlide not only encrypts and saves the scanned file to a secure folder but also transmits it via a secure encrypted HTTPS link to the scanned document. Only the user who scanned it has access and the downloaded file is then deleted from the server.

For additional information please check <https://www.printandcopycontrol.com/en/products/Docslide>

Trial license period: 30 days

Territory: America

EULA: <https://www.printandcopycontrol.com/files/DocSlideEula.pdf>

### 3. Princity

Princity is a web-based (SaaS) Managed Print tool designed to make reporting, consumables orders, fault management and meter reading collection for all of your MPS contracts incredibly simple. The continuous monitoring and automated reports allow for easy customer billing, and it supports devices from all vendors saving up to 40% on printing costs.

For additional information please check <https://www.printandcopycontrol.com/en/products/Princity>

Trial license period: 30 days

Territory: America

EULA: Available during installation time

#### 4. Kuario

KUARIO MFP Kiosk is the ultimate self-service printing solution for simple printing, copying and scanning of documents, photos and graphics from multifunction printers (MFPs). With a user-friendly interface, customisable options and advanced security features, this is the ideal solution for any organisation, library or university that wants to offer convenient printing, copying and scanning services.

For additional information please check <https://www.printandcopycontrol.com/en/products/kuario-mfp-kiosk>

Trial license period: 30 days

Territory: America

EULA: <https://kuario.com/terms/>