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## SPECIFIC TERMS AND CONDITIONS for RevoSMP – JULY 2020

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### 1. Application

- 1.1 These Terms and Conditions shall apply to the provision of RevoSMP Services by Atmoso to the Partner in additional to the General Terms and Conditions.
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Partner or otherwise), the former shall prevail unless expressly otherwise agreed by Atmoso in writing.

### 2. Definitions and Interpretation

- 2.1 Any of definitions and interpretations contained within the Atmoso General Terms and Conditions shall have the same meaning in these Terms and Conditions.

### 3. Rented Hardware

- 3.1 All hardware shall remain the property of Atmoso and nothing in this Agreement shall assign any licencing to the Partner or Customer before, during or after this Agreement.
- 3.2 The customer may be required to accept an End User Licence Agreement to access certain functionality of any supplied hardware.

### 4. Rented Software

- 4.1 All software shall remain the property of the copyright holder and nothing in this Agreement shall assign any licencing to the Partner or Customer before, during or after this Agreement.
- 4.2 The customer may be required to accept an End User Licence Agreement to access certain functionality of any supplied software.

### 5. On Site Equipment

- 5.1 Additional on-site equipment may be supported as part of this agreement, and:
  - 5.1.1 where replacement parts are provided by Atmoso, the parts removed shall become the property of Atmoso unless explicitly agreed;
  - 5.1.2 the Partner shall be responsible for insuring all equipment against loss, theft or damage;
  - 5.1.3 any equipment damaged by negligence, stolen or lost shall entitle Atmoso to raise a charge will be the manufacturers RRP of any equipment replaced; and
  - 5.1.4 must not be relocated or moved without the express permission of Atmoso, which shall not be unreasonably withheld.
- 5.2 Any on site Equipment located outside of the mainland Britain or the Isle of Wight shall be excluded from any Service Level Agreement.
- 5.3 All on Site Equipment shall remain the property of Atmoso and must be returned at the cost of the Partner before the Termination Date.

6. **User Support Services**

- 6.1 Any user support under the Agreement is available by Telephone only and the Partner shall be responsible to ensure that any provisions for disability are dealt with to ensure equal opportunities.