

ELECTROSONIC

SERVICE AGREEMENT

S/A No: **TBC**

This Service Agreement started on 01/08/2020 between ELECTROSONIC LIMITED, whose registered office is Hawley Mill, Hawley Road, Dartford, Kent, DA2 7SY, hereinafter referred to as Electrosonic, and

HIGHWAYS ENGLAND SITES:

- **NERCC**
- **ERCC**
- **WMRCC**
- **EMRCC**
- **SWRCC**
- **SERCC**
- **NTOCC**
- **AREA 13**
- **AREA 14**
- **HINDHEAD TUNNEL**

(hereinafter referred to as "the Customer")

Whereby it is agreed that the equipment listed in the schedule attached, hereinafter referred to as "the Equipment", shall be maintained in line with the details within the proposal hereinafter referred to as "the Quotation", under the terms and conditions in this agreement.

Electrosonic Ltd
Hawley Mill
Hawley Road
Dartford
Kent. DA2 7SY
Tel: +44 (0) 1322 282254
Fax: +44 (0) 1322 282303
e-mail: eservice@electrosonic.com
Web Site: www.electrosonic.com



SERVICE AGREEMENT - PARTICULARS

PROPOSAL NO: Highways England AV Service
Proposal V3

AGREEMENT NO: Axxxx

SERVICE PERIOD: 01/08/2020 - 31/07/2022 (+ 1
year option)

CUSTOMER DETAILS: Highways England (Charm & CCTV IT
Directorate)

Temple Quay House
2 The Square
Temple Quay
Bristol BS1 6HA

Contact Name:

Tel:

e-mail:

EQUIPMENT ADDRESSES:

Highways England
Kestral House, North East RCC, Calder Business Park
Peel Avenue
Durk, Wakefield
WF2 7UA

Highways Agency
Eastern RCC
Key 53, St Albans Road
South Mimms, Hertfordshire
EN6 3DT

Highways Agency, West Midlands RCC
Unit 1, Quinton Business Park
Quinton
B32 1AF

Highways Agency East
East Midlands RCC
Lawrence Drive, Nottingham Business Drive
NG8 6PZ

Highways Agency
South West RCC
St Brendans Court
Bristow Broadway
Bristol
BS11 9FB

Highways Agency
South East RCC
Fosterdown, Godstone
RH9 8BQ

The National Traffic Operations Centre
Quinton Business Park
3 Ridgeway
Quinton, Birmingham

B32 1AF

Highways England
Unit A1, New Squares
Area 13, Penrith
CA11 8NP

Highways England
20 Allington Way, Great North House
Area 14, Darlington
DL1 4QB

Highways Agency
A3 Hindhead Tunnel PTSB
Portsmouth Road
Thursley, Godalming, Surrey
GU8 6NN

Contact Name:

Tel:

e-mail:

Signed on behalf of Electrosonic:

Print Name:

Position:
Manager

Account/Contracts

Signed on behalf of Client:

Print Name:

Position:

AGREEMENT CHARGE AND PAYMENT METHOD

MAINTENANCE CHARGE

The charge for the maintenance for the agreement for the periods are as follows:

- 2020-21 is £ £44,734.24 plus VAT
- 2021-22 is £100,096.92 plus VAT
- 2022-23 is £117,828.37 plus VAT

METHOD OF PAYMENT

Method of payment is annually in advance of service period for the maintenance charge

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SERVICE AGREEMENT – THE SCHEDULE

- This agreement is to provide a Service Agreement period of 24 months + 12 months option.
- 2 (Two) preventative maintenance visits will be carried out annually by Electrosonic to identify potential problems and rectify where necessary. All equipment is cleaned and configured to ensure that your system performs to the highest possible standard.

- Electrosonic will provide unlimited telephone support in relation to the attached Equipment listing.
- 1st line support will be carried out by the onsite technicians. Where an issue cannot be resolved an Engineer will endeavour to attend site for 2nd line support when practical during working hours (08.30 - 17.00 Mon-Fri) after the fault being reported to Electrosonic's Service Department.
- Any time on site (labour and call out cost) additional to the permanent Onsite Staff is excluded from this contract and will be charged separately according to the agreed rate schedule.
- Should the equipment need to be removed from your site, Electrosonic will use its best endeavours to repair the equipment quickly and without undue delay.
- Electrosonic will provide all labour required in the repair process for the attached Equipment Listing. All parts will be charged separately.
- The contract specifically excludes any consumable parts used within the repair process, and the labour involved in fitting such items.
- 24 Hour telephone support is available to help problem solve outside normal working hours by calling our out of hours helpline (on site support outside of normal working hours would be chargeable).

3. Service Plan Summary

Electrosonic are proposing to support these sites with the following SLA's, based on the approach as set out by Highways England, due to separate service contracts in place currently for each site, all with differing expiration dates.

Fault Category	Example	Response: Monday to Friday 0800 – 18.00	Resolution: Monday to Friday 0800 – 18.00
Critical/Urgent P1	Total loss of service e.g. Loss of all the system in one location.	< 4 Working hours	<12 Working hours
Major P2	Restricting service e.g. 50% of displays not being able to be fully used by the operator	< 8 Working hours	< 24 Working hours
Minor/Non-urgent P3	Non-service affecting fault. i.e. the Equipment is functioning but is impaired in some way but can still be used by the operator.	< 1 Working week	< 2 Working week

Full pricing detailed in the HE DDS Contracts Forecast Comparison v2 (Electrosonic edit)

The figures have been calculated as each site co-terminates, e.g. WMRCC will be covered

by the national contract for a period of 12 months during 2020/21, whereas NERCC will only be covered by 1 month as 11 months remain on the existing contract. We have averaged the cost across all sites.

This pricing model assumes that all the sites that are listed within Section 2 Client and Site Details will be transitioned to the service schedule by an agreed date (TBC) with sites being pro-rated based on the term length remaining prior to that date, or for sites that are contracted beyond the (TBC) co-termination date, at the anniversary of their next renewal.

Please note the contracts that are currently in place may be subject to early termination clauses.

4. Detailed SLAs

Emergency Call Outs

Within working hours client discovered faults must be reported to our Technical Helpdesk - CRM system, telephone number, or via the Eservice email address. (Note: for clients with our Panorama remote monitoring service - systems are monitored 24/7 and faults and instances are automatically logged into our CRM system)

Electrosonic will respond to all raised CRM tickets, calls and emails between the hours of 08:30 - 17:00 (Monday to Friday) excluding Statutory holiday periods. Issues will be logged and faults tracked via our call management software system so information as to the progress of a fault can be given to you as required. Users of Panorama will be able to view issues and systems status via online webpage dashboards.

Outside of working hours any fault must be reported to our Technical Helpdesk - our telephone and CRM system will route the call/ticket to our on duty engineers. Our on duty engineers are available to provide telephone and video technical triage support and respond accordingly.

We ensure there is always a trained professional to support you, through our dedicated Technical Helpdesk combined with our 24/7/365 Panorama service centres located in UK and USA.

Collectively, our 17 Engineers tactically located within UK and EMEA place Electrosonic in a resilient position to be able to guarantee to respond to emergency call outs quickly, within the response times for the various areas as defined in your contract.

Any time on site (labour and call out cost) is included within each emergency call out (In and Out of normal working hours, all days excluding Bank Holidays).

24/7/365 Telephone Technical Support

The provision of our Technical Helpdesk Teams mean that you'll know exactly where to go to report faults, provide feedback and get updates, with a human response every time.

Electrosonic will provide telephone support in relation to all supported equipment as defined in your contract. An experienced Electrosonic audio-visual engineer will present the technical knowledge you need to solve problems and will respond accordingly.

Every telephone is logged and tracked with the fault description, responding engineer details, work carried out, any third party manufacturer involvement, solutions implemented and resolution times. Call and fault recording is trackable via our internal call management system; supporting our ability to present you with regular reporting on all aspects of the service provided for your own analysis and understanding.

Preventative Maintenance Visits

A well-managed Preventative Maintenance Visit (PMV) program is vital for the continued effective operation of your system therefore extending the life of the equipment you're investing into. PMV's help to mitigate downtime through maximised reliability and increasing your business's productivity.

PMV's are designed to care for your equipment, reducing the requirement for unexpected ad-hoc maintenance attention helping to save you time. They will be carried out by qualified Electrosonic engineers, who are specialised in AV disciplines enabling them to provide the best fitting maintenance for your equipment.

During each visit, all hardware is cleaned and configured to ensure that your equipment is performing optimally and will identify any faults, which have occurred, or may occur in the future and a schedule for their rectification.

Following the visit, our dedicated service team will create a PMV report with the findings, which will be sent to the nominated contact directly after each visit, providing you an increased awareness of your AV estate. This reporting enables you to plan and prepare in advance to maximise on your operational uptime.

The visits will be completed at times agreed with you, for your convenience and in line with the terms defined in your contract, with the least operational disruption to your business (Mon-Fri 08.30-17.00).

Workshop Repairs

For equipment outside manufacturers warranty and supported spares programs Electrosonic can provide a bench repair service. (Subject to an agreed equipment list - appended to the maintenance contract)

Electrosonic's dedicated service centres, based in Dartford, Newquay and Edinburgh will ensure priority turnaround covering all supported equipment as outlined in your contract. Our bench engineers are all Certified Tech Specialists, continually trained to provide a high calibre service, saving time & money. Electrosonic empower our engineers to provide a customer 1st approach, bringing a faster fault-resolution.

All labour and parts are included, all consumables are chargeable.

Any items that are deemed beyond economic repair are excluded from contracts; replacement of equipment can be provided subject to your approval of our quotation.

SERVICE AGREEMENT – CONTACT INFORMATION

In the event of requiring AV Services assistance, the following number can be utilised
+44 (0) 0845 026 8550

This number is specifically dedicated to Service Agreement clients and can also be used for all requirements of after sales support, spare parts, accessories and consumables.

During the normal working day (Monday to Friday 08.30 to 17.00) this will call direct to the Electrosonic Service Department, outside these hours this number is manned by a Duty Engineer.

In the event of requiring Managed Services assistance, the following number can be utilised
+44 (0) 20 3434 2350

This number is specifically dedicated to Service Agreement clients and can also be used for all VNOC requirements of after sales managed services support 24/7/365

Electrosonic EMEA headquarters landline contact numbers are:

Telephone No.	+44 (0) 1322 222211
Fax No:	+44 (0) 1322 282303

SERVICE AGREEMENT – SCHEDULE OF EQUIPMENT

Qty	Description	Manufacturer	Model
16	67 inches SXGA+, 6 Redundant LED Light Source Rear Maintenance, Black Stripe Screens. Includes Engine, cabinet, screen, input board	Mitsubishi	VS-67PE78UA
8	Rear Projection Cube Basement	Mitsubishi	
1	Display Controller: 16x outputs, 24x Comp Video, 32x IP Streams & 4x PC i/ps VGA/DVI	Eyevis	Netpix 4816LC- V24-IP32- D4
1	Controller frame with redundant PS & RAID 1 drives	Eyevis	NPX4800LC
1	Expansion rack with redundant PS	Eyevis	NPX4800- EXP
4	Graphics o/p card for up to 16x displays	Eyevis	NPX4800- OUT4
2	i/p boards for up to 4x VGA/DVI/PC inputs	Eyevis	NPX4800- DVI2
3	i/p board for up to 24x composite video inputs	Eyevis	NPX4800- VID8
1	IP decoder for up to 32x D1 streams	Eyevis	NPX4800- IPDB-32
1	Link card, one required per IPDB32 unit	Eyevis	NPX4800- IPL
1	Controller KVM switch for set up and maintenance	Eyevis	
1	Eyecon V5 Basic Control Software - 5x Simultaneous Licence	Eyevis	
1	Eyevis Delivery	Eyevis	
16	MauveLink-HD - line-power HDMI extender system Tx + Rx unit. PSU need only at the Tx end (see item 3)	Mauve	MLHD-01- KIT
2	U 19" metal frame for up to 10x MLHD-01 Tx units. Includes 2x high power PSU upgrade and DC splitter cables	Mauve	
16	Custom mount for receiver	Electosonic	
840	CAT 6 Shielded Cable	Electosonic	Per Mtr
16	DisplayPort to HDMI (M-M)	Kramer	C- DPM/HM-6
16	HDMI TO DVI-D Single Link (M-M) Cable	Kramer	C-HM/DM- 6

Qty	Description
24	67 inches SXGA+, 6 Redundant LED Light Source Rear Maintenance,

	Black Stripe Screens. Incl Engine, cabinet, screen, input board
1	Display Controller: 24x outputs, 24x Comp Video, 32x IP Streams & 4x PC i/ps VGA/DVI
1	Controller frame with redundant PS & RAID 1 drives
1	Expansion rack with redundant PS
6	Graphics o/p card for up to 24x displays
2	i/p boards for up to 4x VGA/DVI/PC inputs
3	i/p board for up to 24x composite video inputs
1	IP decoder for up to 32x D1 streams
1	Link card, one required per IPDB32 unit
1	Controller KvM switch for set up and maintenance
24	MauveLink-HD - line-power HDMI extender system Tx + Rx unit. PSU need only at the Tx end
3	U 19" metal frame for up to 10x MLHD-01 Tx units. Incl 2xhigh power PSU upgrade /DC splitter cables
1	Commander PC – Dell Optiplex 170L – runs software Eyevis Eyecon

WMRCC

Quinton Videowall

Qty	Description
1	Quantum Elite 6U Chassis c/w;
	7 x 2 Channel DVI Output Cards
	3 x 12 Channel composite Video Input Cards

	3 x 12 Channel RGB Input Cards
1	Dell Optiplex 3020 Small Form Factor BTX Base PC
1	Dual NIC PCIe Card for Dell Pc
1	Serial PCIe Card for Dell Pc
1	Netgear FS105 Network Switch
14	Barco OVL 6713 LED Rear Projection upgrade Kits
1	Crestron CP2e Processor
1	Crestron TPX 6X
1	Crestron TPX 6X IMCW
1	Crestron CNX PAD8A
2	Marantz PM440 Pro
1	SD Satellite Receiver

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Notts Videowall

Qty	Description
10	Mitsubishi 67in rear access XGA LED Light
4	XGA LED Light Source Engine
4	QGE 100 Quantum Graphics Encod
1	HP Switch
1	Quantum Elite Processor
1	QGE 100 Quantum Graphics Encod

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Videowall

Description	Manufacturer	Model
55" NEC 24/7 display	NEC	X551UN
Glimpse unit	Extron	QGE 100
Network Switch	HP	HP ProCurve E2510-
Processor Upgrade, by Extron	Extron	15 card frames
VN Commander PC, 17" monitor, keyboard, mouse		

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Qty	Description
10	67 inches SXGA+, 6 Redundant LED Light Source Rear Maintenance, Black Stripe Screens. Incl Engine, cabinet, screen, input board
4	SXGA+, 6 Redundant LED light source engine, including VC-B70DA2 Input Board
1	Display Controller: 16x outputs, 24x Comp Video, 32x IP Streams & 4x PC i/ps VGA/DVI
1	Controller frame with redundant PS & RAID 1 drives
1	Expansion rack with redundant PS
4	Graphics o/p card for up to 16x displays
2	i/p boards for up to 4x VGA/DVI/PC inputs
3	i/p board for up to 24x composite video inputs
1	IP decoder for up to 32x D1 streams
1	Link card, one required per IPDB32 unit
1	Controller KVM switch for set up and maintenance
14	MauveLink-HD - line-power HDMI extender system Tx + Rx unit. PSU need only at the Tx end
1	Commander PC – Dell Optiplex 170L – runs software Eyevis Eyecon

Qty	Description
8	Mitsubishi VS 67XL70U Display Cubes
1	Eyevis NP4900 with wireless keyboard and mouse
32	Kramer Composite Video Distribution Amplifier
2	Select TV Signal Distribution Tuners SLX8 / SLX4
2	PC
1	NAD Audio Amplifier
2	B&WSpeakers
	Crestron Control System:
1	(CP2 Processor, & Wireless Receiver CNRFGW)A
1	Hantarex MTC 25EQ3 Monitor
2	Panasonic Satellite Receivers TVDS345
1	Panasonic NVSJ420BS Video Player
1	Extron SW4 AVRCA AV Switcher
1	Avermedia Teletext Decoder

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Qty	Description	Manufacturer	Model
1	Videowall		
6	55" videowall series display, 500cd/m ² , Direct LED backlight, 24/7 proof, combined bezel width 3.5 mm. Energy efficiency B	NEC	X555UNV
6	Full-Service Video Wall Mount with Quick Release - landscape orientation	Peerless	DS-VW765-LQR
1	Video wall Calibration Kit	NEC	KT-LFD-CC2
3	Decorative Over Frame Kit Frame	NEC	KT-55UN-OF3
3	Spacer kit	Peerless	DS-VWS040
1	TV		
1	58" E-Series large format display,	NEC	E585
1	Wall Bracket	Peerless	SF650P
1	Sound Bar	Samsung	HWJ250
1	Inputs from operator desks		
6	Transmitter for HDMI with Input Loop-Through	Extron	DTP T HD2 4K 230
6	Receiver for HDMI	Extron	DTP HDMI 4K 230 Rx
1	DATAPATH VSN970-RPSU 16GB		
1	Extenders to video wall		
6	Transmitter for HDMI	Extron	DTP HDMI 4K 230 Tx
6	Receiver for HDMI	Extron	DTP HDMI 4K 230 Rx
24	Premade Cables	Kraner HDMI 3-6 Mtrs	Various
1	Site Cabling	CAT6 800 Mtrs	500 Mtr Drum
1	Rack Shelving		
1	Installation Fixings		
1	Control System		
1	Control Processor	Crestron	RMC3
1	Touch Screen	Crestron	TSW-750
1	Tabletop Kit for TSW-750	Crestron	TSW-750-TTK-B-S
1	PoE Injector	Crestron	PWE-4803RU
1	KVM System		
2	KVM Switch	Lindy	39331
2	USB Extenders	Lindy	42802
Area 14 - Darlington E			
Qty	Description	Manufacturer	Model
1	Videowall		
10	55" videowall series display, 500cd/m ² , Direct LED backlight, 24/7 proof, combined bezel width 3.5 mm. Energy efficiency B	NEC	X555UNV

10	Full-Service Video Wall Mount with Quick Release - landscape orientation	Peerless	DS-VW765-LQR
1	Video wall Calibration Kit	NEC	KT-LFD-CC2
5	Decorative Over Frame Kit Frame	NEC	KT-55UN-OF3
5	Spacer kit	Peerless	DS-VWS040
1	TV		
1	58" E-Series large format display,	NEC	E585
1	Wall Bracket	Peerless	SF650P
1	Sound Bar	Samsung	HWJ250
1	Inputs from operator desks		
6	Transmitter for HDMI with Input Loop-Through	Extron	DTP T HD2 4K 230
6	Receiver for HDMI	Extron	DTP HDMI 4K 230 Rx
1	DATAPATH VSN970-RPSU 16GB		
1	Extenders to video wall		
10	Transmitter for HDMI	Extron	DTP HDMI 4K 230 Tx
10	Receiver for HDMI	Extron	DTP HDMI 4K 230 Rx
32	Premade Cables	Kraner HDMI 3-6 Mtrs	Various
1	Site Cabling	CAT6 800 Mtrs	500 Mtr Drum
1	Rack Shelving		
1	Installation Fixings		
1	Control System		
1	Control Processor	Crestron	RMC3
1	Touch Screen	Crestron	TSW-750
1	Tabletop Kit for TSW-750	Crestron	TSW-750-TTK-B-S
1	PoE Injector	Crestron	PWE-4803RU
1	KVM System		
2	KVM Switch	Lindy	39331
2	USB Extenders	Lindy	42802

Hindhead Tunnel

Qty	Description	Manufacturer	Model
6	50" DLP rear projection cube	Planar	Margay II
	1920 x 1080 resolution		
12	RGBHV extension baluns	Electrosonic	ES2115
3	Videowall processor chassis	Electrosonic	ES3302
4	12 input video card	Electrosonic	ES3311
3	VN-Glimpse RGB Adapter (RGB / PC Input)	ES3611	
1	2 channel output card	Electrosonic	ES3310
1	Control PC		
1	LCD monitor	Austin Hughes	W119e_EU
1	KVM extender over CAT5	Adder	Adderlink X50

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GENERAL ASSUMPTION, EXCLUSIONS & OTHER CONSIDERATIONS

- All pricing is in Pounds Sterling, unless otherwise stated. Excludes VAT and other regional taxes.
- All pricing quoted is subject to an Electrosonic Site Survey.
- Electrosonic Terms and Conditions apply.
- This quotation is valid for thirty days.
- This agreement is designed to support hardware not video or other content.
- Bespoke Software remains the responsibility of the client.
- Electrosonic assumes reasonable access to site is granted and no special lifting or access equipment is needed.
- The contract specifically excludes any consumable parts used within the repair process, and the labour involved in fitting such items.
- The service does not include maintenance or repairs necessitated by other than fair wear and tear. Examples of exclusions are (but not limited to), misuse, neglect, failure of electronic power, faulty communications lines or incorrect environmental conditions.
- The service offered does not include defects caused by accident, misuse, alteration or neglect.
- Items that are obsolete or Beyond Economical Repair (BER) are excluded from this contract. Replacement of items deemed (BER) can be provided at additional cost.
- Any discounts applied for a long term agreement commitment, with a minimum term of three years (such as, but not limited to) waiving of a customary, annual inflationary increase or discounts for advance purchases of third party warranties, will be revoked if the agreement is terminated early.
- This agreement will commence from the date of acceptance and continue in effect and shall be renewable at the end of the term for a successive one year term unless either party gives written notice of its intention to terminate 90 days before expiration of the current term. The term of the Agreement shall be divided into Service Periods.

SERVICE AGREEMENT - GENERAL TERMS & CONDITIONS

1.0 The Service

- 1.1 In the event of a fault occurring in the equipment and notification to Electrosonic, Electrosonic will carry out corrective maintenance
- 1.2 Faults reported to Electrosonic will result in an Engineer visiting the site, usually within one full working day of the call, subject to contract
- 1.3 This Service is provided Monday to Friday between 8:30 and 17:00 excluding weekends, bank, public and statutory holidays, unless otherwise stated in your contract
- 1.4 Electrosonic will use reasonable endeavours to repair the equipment as quickly as possible
- 1.5 Loan equipment will be provided where practical and available and if included in the Quotation
- 1.6 Preventative maintenance visits will be made at mutually acceptable times at a frequency specified in the Quotation
- 1.7 If identified in the Quotation, Electrosonic will provide workshop labour resource and parts (excluding those items classified as consumables) to repair faults required for the maintenance of the equipment
- 1.8 The Customer may request additional service from Electrosonic which will be provided where reasonably practicable at an additional charge based on Electrosonic's standard charges in relation to labour, transportation and travelling.

2.0 Customer

- 2.1 The Customer shall allow Electrosonic full, unrestricted and safe access to the equipment to enable Electrosonic to fulfil its obligations under this agreement.
- 2.2 The Customer shall provide suitable working space for the purpose of maintenance of the equipment by Electrosonic and all necessary light, heat, electrical power and other supplies reasonably required by Electrosonic.
- 2.3 The Customer shall not permit any work to be carried out on the equipment by any third party unless under the instruction of Electrosonic.
- 2.4 The Customer shall keep the equipment in suitable environment conditions as recommended by the equipment manufacturers.
- 2.5 The Customer shall use the equipment in accordance with the manufacturer's recommendations utilising media and other consumable supplies of type and quality specified by the equipment manufacturer.
- 2.6 The Customer shall permit Electrosonic to remove to its' workshop any items of equipment that Electrosonic believes would be more efficiently serviced by so doing.

3.0 Term of Agreement

This Agreement will commence from the date hereof and continue in effect and shall be renewable at the end of the term for a successive one year term unless either party gives written notice of its intention to terminate 30 days before expiration of the current term. The term of the Agreement shall be divided into Service Periods.

4.0 Agreement Charges

- 4.1 Electrosonic will create invoices in respect to the Service Agreement and in response for request for work that is not covered by this Agreement. The Customer shall pay these invoices (plus and VAT) within thirty days of the date of Electrosonic's invoice.
- 4.3 Where any charges are payable by the Customer these shall remain fixed for the Service Period of this agreement. After the said Service Period has expired, Electrosonic shall be entitled to increase or otherwise alter all or any of such charges.

5.0 Liability

- 5.1. Electrosonic shall be under no liability to the Customer or to any other person for any loss, damage, injury or death to any property or person (hereinafter collectively referred to as "losses") caused by the equipment or its use or the performance by Electrosonic of its obligations under this agreement or failure or delay in such performance, save that:
 - a) Electrosonic will be responsible for any personal injury or death to any person caused by Electrosonic's negligence.

b) Electrosonic will be responsible for any other losses where these are caused wholly and directly by the negligence or wilful misconduct of Electrosonic provided that:

- i) The aggregate liability of ES in respect of such losses shall not exceed £1,000,000.00 (one million pounds); and
- ii) Electrosonic shall not be liable for any indirect or consequential losses (whether pecuniary or otherwise) including but not limited to loss of profits, contracts or data or loss of use of the equipment.

5.2 Customer activities in which ES personnel assist shall be the responsibility of and shall remain under the supervision, management and control of the Customer.

5.3 The Customer will indemnify ES in respect of all loss, damage, injury or death to any property or person caused by the Customer's failure to supervise, manage and control in a safe manner or otherwise by Customer's breach of this agreement.

6.0 Termination

6.1 This agreement may be terminated:

a) by Electrosonic forthwith by notice in writing to the Customer; if the Customer shall cease to carry on business, or have an administrator or receiver appointed or enter into liquidation or commit any act of bankruptcy or enter into any agreement with its creditors.

b) By either party by providing notice in writing to the other party, if the other party is in breach of any of its obligations under this agreement and fails to remedy such breach within thirty days after written notice thereof and has been given to such party by the other.

6.2 Any termination under 6.1 above shall be without prejudice to any prior rights of either party under this agreement.

6.3 Any obligations or liability of ES under this agreement shall be suspended and unenforceable by the Customer whilst the Customer is in default of the terms of payment or any other of the Customer's obligations under this agreement.

6.4 In the event of this agreement being terminated in accordance with its terms ES shall refund to the Customer that proportion of the fixed charge attributed to any unexpired part of the Service Period to which it relates less any amounts due to Electrosonic.

7.0 Force Majeure

Electrosonic shall not be held liable for failure or delay in the performance of any obligation under this agreement caused by any circumstances outside its reasonable control, such as, but not limited to, fire, flood, war, industry dispute, government action, or regulations, or failure or delay on the part of the suppliers or sub-contractors.

8.0 Variations

No variation waiver or modification of any of the terms of this agreement shall be valid unless in writing and signed on behalf of the parties hereto. This agreement sets out the entire understandings of the parties with respect to the rights and duties of the parties and no party has relied on any representation of the other party save for any representation expressly set out or referred to in this agreement.

9.0 Assignment

The Customer shall not assign or transfer this agreement whether in whole or in part without the prior consent of Electrosonic.

10.0 Waiver

The rights of either party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party, and no waiver of rights in respect of any breach by the other party shall operate as a waiver in respect of any other breach.

11.0 Notice

11.1 Any notice or consent required or permitted hereunder shall be in writing and shall be deemed to be duly given if deposited by hand or delivered by post addressed to the registered office of the party to whom it is addressed as set out in the agreement or such other address as the said party may have specified by notice given in writing to the other party.

11.2 Unless it is expressly agreed or otherwise, any such notice or consent shall be deemed to be served seven days from the date of deposit or delivery, whichever the case may be.

12.0 Law of Contract

This agreement shall in all respects be governed by and construed in accordance with the laws of England.

13.0 Disclosure

Both parties warrant to maintain the confidentiality of information and data which is not permitted to be disclosed by contract and/or statute unless authorised by the other party to do so, it is required by law to be disclosed, the information is or becomes available in the public domain or disclosure is necessary for the performance of the services. Confidential information includes but is not limited to, any information relating to the business, affairs, personnel, suppliers, clients or customers of a party whether provided to or obtained by the other party prior to this agreement including through this agreement. The parties shall comply with and observe its obligations under the relevant legislation and regulations including but not limited to the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679

14.0 Specific Exclusions

The following exclusions exist for which charges in line with Electrosonic's standard charges will be made

- 14.1 The service does not include maintenance or repairs necessitated by other than fair wear and tear; such as but not limited to misuse, neglect, failure of electronic power, faulty communications lines, or to accessories or fittings not detailed in the equipment schedule.
- 14.2 If in the opinion of Electrosonic a product is too old or has become obsolete and it becomes uneconomic to repair, a customer will be notified and charges will be raised for the product's repair
- 14.3 Damage other than manufacturing defects
- 14.4 No fault found, where a fault cannot be produced despite extensive testing and in the opinion of Electrosonic this indicates user error
- 14.5 Incorrect environmental conditions
- 14.6 Defects caused by accident, misuse, alteration or neglect
- 14.7 Provision of incorrect signals, use of unsuitable software, use of non-compatible hardware or accessories
- 14.8 Consumable items (classified by Electrosonic as consumables, this list includes but is not limited to: light bulbs, tape heads, Panels, Prisms and optical components for LCD/DLP projectors, LCD panels, LCD & DVD lamps, fans, motors, filters, optical blocks, cathode ray tubes, etc.)
- 14.9 This service contract is designed to maintain hardware. Software (storage and support i.e. copies of program etc) remains the responsibility of the customer.