

# Product Schedule: Audio Visual Services - Terms and Conditions

1. **Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer (where Customer also referred to as “You”/”Your”) in relation to Audio Visual Services, and sets out terms and conditions which are specific to the provision of such Audio Visual Services. It is in addition to and subject to Arrow’s standard Terms and Conditions and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Terms and Conditions, the terms of this Product Schedule shall apply.
2. **Audio Visual Services – General Terms:** The following provisions shall apply to the provision of all Audio Visual Services.
  - 2.1 **Equipment:** All descriptions, drawings and particulars relating to the Audio Visual Services hardware in any catalogues, brochures, leaflets or other documents, including any quotations are for illustrative purposes only and do not form part of the Agreement.  
  
All representations as to the performance of the Audio Visual Services hardware are based on information provided by the manufacturer and relate to their performance in normal conditions and when used correctly.
  - 2.2 **Software:** The Audio Visual Software is solely licenced to the Customer and not sold and is provided on the terms of the manufacturer’s licence, as further set out in Clause 9.2 of the Terms and Conditions.
  - 2.3 Customer acknowledges that it shall have no rights in the Software or in any trade mark, trade name, or service mark used in association with the Software.
  - 2.4 The Customer shall not:
    - (a) copy, reproduce, assign or otherwise deal with the Software without Arrow’s prior written approval; or
    - (b) modify, de-compile, disassemble, reverse engineer, merge or combine with other software, copy, translate, adapt, or vary any of the Software without Arrow’s prior written consent except as expressly permitted by applicable law.
  - 2.5 The Audio Visual Service (AVS) is a mixture of hardware and professional services which is deployed with the sole aim of enhancing, supporting and enabling the audio and visual experience of a space, room or area.
  - 2.6 You agree to comply promptly with any reasonable instructions given by us from time to time in connection with the use and operation of the audio visual services.
  - 2.7 Please be aware that from time to time, the conferencing software may automatically request or require You to download updates from the software supplier. These updates are designed to improve, enhance and further develop the Service and may take the form of bug fixes, enhanced functions, new software modules and completely new versions of the software. By accepting these Terms, You agree to receive such updates and permit us to deliver these to You as part of Your use of the service.
  - 2.8 You agree and undertake to stop using the service if at any time You terminate Your agreement with us.

3. **Audio Visual System Installation:** Arrow cannot guarantee how any Equipment, Audio Visual System or Services supplied will work with other equipment, systems or processes already used by the Customer unless a written specification of requirement is included in the Product Agreement.

On termination for any reason, Arrow shall not be liable for any charges to reprogram the Customer's equipment for subsequent services and shall be entitled to charge the Customer for any such work carried out by Arrow in accordance with paragraph 3.1 below.

3.1 **Additional Work & Modifications:** All adjustments, repairs, replacements and work other than that provided for in the Product Agreement will be charged at the rates of Arrow at the time the work is undertaken. Arrow will quote separately for any modifications, additions to, or overhauls requested by the Customer.

3.2 **Replacement Parts:** Where a replacement part is fitted to the Equipment, the part removed shall become the property of Arrow.

3.3 **Exclusions:** Any services or materials required as a result of faulty cables or attachments of other equipment, are not included in the Charges for this Product Agreement and any such services or materials will be charged to the Customer at Arrow's current rates.

3.4 **Current Supplier:** On signature of the Product Agreement (or, where applicable, acceptance by Arrow of the relevant Purchase Order), Arrow will facilitate the provision of the new Audio Visual System. Arrow is not liable for any termination fees payable by the Customer to their current supplier, regardless of whether this is in lieu of a notice period or for any other reason.

3.5 **Delivery and Performance:** The Customer accepts that Arrow is dependent upon the manufacture and supply of Equipment and Software by third parties and therefore all times or dates given for delivery of the Equipment and/or Software and for performance of the Services are intended to be estimates only and time shall not be of the essence in respect of the same. If no dates are specified then delivery shall be within a reasonable time.

3.6 **Equipment/Software:** Arrow shall not be liable for any non-delivery of Equipment and/or Software unless written notice is given by the Customer to Arrow within 10 days of the date when the Equipment and/or Software would in the ordinary course of events have been received.

3.7 **Access:** The Customer shall provide Arrow and its subcontractors, at no charge, with such space and electrical power as is reasonably required by Arrow.

3.8 The Customer shall prepare the area of delivery and installation of the Equipment and/or Software and allow and facilitate for Arrow and its subcontractors such access to the Customer's premises as is appropriate and necessary for the initial installation of the Equipment and from time to time thereafter to ensure the efficient operation of the system. Such access shall include the provision of remote access as required via dial-in or VPN to perform remote installation.

4. **Modifications:** The Customer is responsible for: -
- (a) ensuring that only materials or supplies approved or supplied by Arrow are used in conjunction with the Audio Visual System; and
  - (b) ensuring that Arrow is notified in writing wherever any Equipment has been moved to a new location. The maintenance charges may be increased if Arrow has no suitable engineering facilities within 50 miles of the new location.

Arrow will not accept responsibility for any Audio Visual System malfunction which is deemed to have resulted from maintenance, alteration or repair to the Audio Visual System, unless this was carried out by Arrow or persons authorised by Arrow. If this condition is not

observed then Arrow may either terminate the Product Agreement without liability or restore the Equipment at the cost and expense of the Customer.

5. **Network Services:** The Customer acknowledges and agrees that it is aware of the network ramifications of using the Arrow service. When the service is used over the mobile networks, it may incur out of bundle charges and any additional out of bundle charges will be the liability of the Customer and Arrow will not be responsible for any such additional charges.
6. **Indemnity:** The Customer shall indemnify Arrow against all Losses incurred by the Arrow Group in connection from claims by third parties arising from the Customer's use of the Equipment, network configuration or systems supplied by others, or any factors outside Arrow's reasonable control.

## 7. Helpdesk and Maintenance Services

**Where the Customer has requested helpdesk and maintenance services at an additional cost, the following provisions will apply:**

- 7.1 Arrow shall provide helpdesk support on Monday – Friday, 9am – 5.30pm.
- 7.2 Unless otherwise agreed, Arrow shall provide during each Maintenance Year the number of preventative maintenance visit(s) as set out in the Product Agreement at such time(s) during the hours of 9am – 5.30pm, Monday - Friday and on such date(s) as the parties agree from time to time. During such visit Arrow shall:
  - 7.2.1 carry out routine inspection and testing of the Equipment in accordance with Arrow's recommendations; and
  - 7.2.2 carry out such repairs, replacement of parts, cleaning, lubrication or adjustment as Arrow shall believe to be necessary in respect of any Equipment.
- 7.3 Where during a Maintenance Year the Customer experiences a fault or malfunction with the Equipment, the Customer shall notify Arrow. Where possible, the Customer shall attempt to rectify the fault or malfunction by discussing the problem on the telephone with one of Arrow's engineers and following his/her instructions. Where this is not possible, Arrow shall use reasonable endeavours to arrange for one of its engineers to arrive at the Customer's premises during Working Hours within the Response Time.
- 7.4 If Arrow decides that Equipment reported to be faulty cannot be repaired at the Site, Arrow shall be entitled to remove the Equipment for repair. If the Customer objects to the removal of the Equipment, Arrow shall not have any further obligation to provide Maintenance Services with respect to that Equipment and shall cease to do so but will use reasonable endeavours to provide Maintenance Services for the remaining Equipment. The Customer shall not be entitled to a refund of any part of any Maintenance Fee payable in respect of the Initial Maintenance Term. Following expiry of the Initial Maintenance Term the Customer shall not be entitled to a refund of any part of the Maintenance Fee for the then current Maintenance Year, but the Maintenance Fees for subsequent Maintenance Years shall be reduced appropriately.

## 8. Excepted Services

- 8.1 Unless otherwise agreed, the Maintenance Services shall not include maintenance in respect of:
  - 8.1.1 Third Party Software, any equipment used by the Customer in conjunction with the Equipment or accessories, attachments, or other devices not supplied to the Customer by Arrow under the Agreement; or
  - 8.1.2 the correction of any fault or defect which arises due to:

- (a) the Customer's failure to maintain a suitable environment for the Equipment in accordance with Arrow's specifications including, without limitation, failure to maintain a constant power supply, air conditioning or humidity control;
  - (b) the Customer's neglect or misuse of the Equipment or the Customer's failure to operate the Equipment in accordance with Arrow's or the manufacturer's instructions or for the purpose for which the Equipment was designed;
  - (c) any alteration, modification or maintenance of the Equipment or its specification not approved by Arrow or the manufacturer or made by any party other than Arrow without Arrow's prior written approval;
  - (d) the transportation or relocation of the Equipment save where the same has been performed by Arrow or under Arrow's direction;
  - (e) the use of defective or inappropriate supplies with the Equipment;
  - (f) accidental damage or normal wear and tear;
  - (g) the need for electrical work external to the Equipment;
  - (h) any accident or disaster affecting the Equipment including, without limitation fire, flood, water, wind, lightning, transportation, radiation in the environment, vandalism or burglary;
  - (i) the Customer's failure, inability or refusal to give Arrow personnel proper access to the Equipment or to permit Arrow to remove the Equipment from the Site for repair; or
  - (j) the Customer's continued use of the Equipment following notification to Arrow of a fault or defect; or
  - (k) upgrades to the Equipment, the Software or the Third Party Software.
- 8.2 At the Customer's request Arrow may, but shall not have any obligation to, provide all or any of the services referred to in clause 8.1, and charge for such services in accordance with clause 8.3.
- 8.3 The Maintenance Services, and the Maintenance Fee, do not include maintenance in respect of the following:
- 8.3.1 Equipment which in Arrow's opinion (its decision being final) is beyond economical repair. Arrow may in its discretion offer to supply replacement Equipment at Arrow's prices in force from time to time;
  - 8.3.2 any software provided by others including Third Party Software;
  - 8.3.3 cathode ray tubes; LCD panels; plasma display glass; lamps; screen material; changes to Software.

## 9. Maintenance Fees

- 9.1 The Initial Maintenance Fee shall be as set out in the Customer Product Agreement and shall be payable on the Maintenance Commencement Date and subsequently in accordance with this clause 9. The Customer shall pay all Maintenance Fees annually in advance and the payment terms set out in Arrow's standard Terms and Conditions will apply.
- 9.2 No later than 30 days before the expiry of a Maintenance Year Arrow shall notify the Customer in writing of the Maintenance Fee payable for the next Maintenance Year and shall accompany

such notice with an invoice for payment requiring payment to be received by Arrow on or before the commencement of the next Maintenance Year.

- 9.2.1 Where the next Maintenance Year is part of the Initial Maintenance Term the Customer shall pay the Maintenance Fee within 14 days of invoice. If Arrow has not received the Maintenance Fee on the first day of the Maintenance Year to which it relates, Arrow may suspend the provision of Maintenance Services until the Maintenance Fee has been received by Arrow in cleared funds.
- 9.2.2 Where the Initial Maintenance Term has expired, the Customer may terminate Maintenance Services by not less than 30 days' notice to Arrow to expire before the end of the current Maintenance Year. If Arrow has not received the Maintenance Fee on the first day of the Maintenance Year to which it relates, Arrow may terminate the Maintenance Services with immediate effect by notice in writing.
- 9.3 Arrow reserves the right to increase the Maintenance Fee for any Maintenance Year (including for the avoidance of doubt any Maintenance Year of the Initial Maintenance Term) if in Arrow's reasonable opinion the Equipment is, or will be, used in or subjected to environmental conditions which are exceptional, having regard to those recommended by Arrow or the manufacturer of the Equipment. Any such increase shall take effect from the date of written notice of the increase by Arrow to the Customer and a separate invoice shall accompany such notice to the Customer in respect of the increase plus VAT. Payment of the increase shall be due and payable within 30 days of the date of the notice and invoice. If Arrow has not received the relevant amount by the due date, Arrow may terminate the Maintenance Services by notice in writing.

## 10. Termination or Suspension of Maintenance Services

- 10.1 The Customer agrees that Maintenance Services may not be terminated by the Customer during the Initial Maintenance Term set out in the Quotation. On expiry of the Initial Maintenance Term the provision of Maintenance Services may be terminated:
- 10.1.1 by the Customer giving not less than 30 days' notice to Arrow upon receipt of a notice of Maintenance Fee pursuant to clause 9.2;
- 10.1.2 forthwith by Arrow by notice in writing if the Customer fails to pay a Maintenance Fee in accordance with clause 9.2 or any increase in the Maintenance Fee in accordance with clause 9.3;
- 10.2 The provision of Maintenance Services may be terminated, including for the avoidance of doubt during the Initial Maintenance Term:
- 10.2.1 forthwith by either party if the other party commits any material breach of any term of the Agreement (other than one falling within clause 10.1.2) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request by the other party to remedy the same;
- 10.2.2 forthwith by either party if the other party (being an individual or partnership) has a bankruptcy order made against it or any partner or makes an arrangement or composition with its creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or (being a body corporate) convenes a meeting of creditors (whether

formal or informal) or enters into liquidation (whether voluntary or compulsory), or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented for the winding up of the other party or for the granting of an administration order in respect of the other party, or any proceedings are commenced relating to the insolvency or possible insolvency of the other party; or

10.2.3 automatically if Arrow terminates the Customer's licence of the Software.

10.3 If Arrow terminates its provision of Maintenance Services pursuant to this clause 10 Arrow shall be entitled to retain all Maintenance Fees paid by the Customer prior to such termination and shall not have any further obligation to provide Maintenance Services to the Customer.

10.4 Subject to clause 10.2.3, termination of Maintenance Services shall not terminate or affect the licence of the Software which shall continue in force in accordance with its terms.

10.5 Notwithstanding any other provision of these terms, Arrow may:

10.5.1 terminate and/or suspend provision of Maintenance Services at any time during the Initial Maintenance Term if the provisions of clauses 10.1 and 10.2 apply; or

10.5.2 terminate the provision of Maintenance Services on not less than 30 days' notice to the Customer to expire on the last day of the Initial Maintenance Term or any subsequent Maintenance Year.

For the purposes of clauses 7 to 10 above, the following definitions shall apply and shall prevail in the event of a conflict between the definitions set forth in the Arrow standard Terms and Conditions.

- Initial Maintenance Fee - means the fee for provision of Maintenance Services during each Maintenance Year of the Initial Maintenance Term, as set out in the Product Agreement;
- Initial Maintenance Term - means the initial maintenance term set out in the Product Agreement;
- Maintenance Commencement Date - means the date from which Arrow will perform the Maintenance Services;
- Maintenance Fee - means the fee payable annually for Maintenance Services, as increased from time to time in accordance with the Agreement, including the Initial Maintenance Fee but excluding for the avoidance of doubt any other sums charged by Arrow from time to time in respect of services not included in Maintenance Services;
- Maintenance Year - means the period of 12 months commencing on the Maintenance Commencement Date and expiring on the first anniversary of the Maintenance Commencement Date, and each successive period of 12 months thereafter during which Arrow provides Maintenance Services;
- Maintenance Services - means the number of preventive maintenance visit(s) per Maintenance Year set out in the Product Agreement and the provision of maintenance and repair services for the Equipment in response to a fault, as set out in the Product Agreement; and clause 7;

Response Time - means, where Maintenance Services are provided, the number of hours, commencing from the time at which a notification of the fault is received by Arrow, within which Arrow agrees to respond to notification of a fault, as set out in the Product Agreement; and clause 7.3