



Genesis^{AV}

SERVICE LEVEL AGREEMENT
BETWEEN
GENESIS AV
AND
THE CUSTOMER

TABLE OF CONTENTS

1.	DEFINITIONS	<u>1</u>
2.	PROVISION OF SERVICES GENERALLY	<u>3</u>
3.	PROVISION OF SUPPORT SERVICES	<u>3</u>
4.	PROVISION OF ADDITIONAL SERVICES	<u>3</u>
5.	USE OF BASIC SUPPORT HOURS AND ADDITIONAL SUPPORT HOURS	<u>3</u>
6.	RESPONSE PROCEDURES	<u>4</u>
7.	RESPONSE TIMES	<u>4</u>
8.	CHARGES	<u>5</u>
9.	INVOICING AND PAYMENT	<u>5</u>
10.	GOODS AND SERVICES TAX	<u>6</u>
11.	DURATION AND TERMINATION	<u>6</u>
12.	CUSTOMER'S OBLIGATIONS	<u>6</u>
13.	CUSTOMER'S WARRANTIES	<u>7</u>
14.	GENESIS AV OBLIGATIONS	<u>7</u>
15.	CONFIDENTIALITY	<u>8</u>
16.	FORCE MAJEURE	<u>8</u>
17.	LIMITATION OF LIABILITY	<u>9</u>
18.	DATA PROTECTION	<u>9</u>
19.	NON-SOLICITATION	<u>9</u>
20.	WHOLE AGREEMENT	<u>10</u>
21.	NOTICES	<u>10</u>
22.	SEVERANCE	<u>10</u>
23.	WAIVER	<u>10</u>
24.	ASSIGNMENT	<u>10</u>
25.	COUNTERPARTS	<u>10</u>
26.	AMENDMENTS	<u>11</u>
27.	GOVERNING LAW AND JURISDICTION	<u>11</u>
	SCHEDULE 1	<u>12</u>
	PART A - THE CUSTOMER	<u>12</u>
	PART B - THE CUSTOMER'S REPRESENTATIVES	<u>12</u>
	PART C - COMMENCEMENT DATE	<u>12</u>
	PART D - CUSTOMER LOCATION(S)	<u>12</u>
	PART E - THE EQUIPMENT	<u>12</u>
	PART F - EXCLUDED EQUIPMENT	<u>13</u>
	PART G - THE SOFTWARE	<u>13</u>
	PART H - THE NETWORK	<u>14</u>
	SCHEDULE 2	<u>15</u>
	PART A - SUPPORT SERVICES	<u>15</u>
	PART B - ADDITIONAL SERVICES	<u>15</u>
	SCHEDULE 3	<u>16</u>
	PART A - SUPPORT HOURS - RATE OF USE PER HOUR	<u>16</u>
	PART B - ADDITIONAL SUPPORT HOURS	<u>16</u>
	PART C - ADDITIONAL SERVICES CHARGES	<u>17</u>

THIS SERVICE LEVEL AGREEMENT is made this day of 20

BETWEEN:

1. GENESIS AV of 35 Hilgrove St, St Helier, Jersey, JE2 4SL (“Genesis AV”); and
2. THE CUSTOMER whose name and address is set out in Part A of Schedule 1 (the “Customer”).

WHEREAS:

Genesis AV has agreed to support, and to provide the Services to, the Customer upon the terms and conditions of this agreement.

OPERATIVE PROVISIONS:

1. DEFINITIONS

1. In this agreement:

“Additional Services” means any additional services, including Telephone Support and On-Site Support, other than the Support Services provided by Genesis AV to the Customer at the request of the Customer.

“Additional Services Charges” means the rates charged by Genesis AV for the delivery of the Additional Services as detailed in Part C of Schedule 3.

“Additional Support Hours” means the number of any additional Support Hours purchased by the Customer in accordance with clause 5.

“Additional Support Hours Charges” means the rates charged by Genesis AV for the purchase by the Customer of Additional Support Hours, as detailed in Part B of Schedule 3.

“agreement” means this service level agreement.

“Business Day” means any day (other than Saturday, Sunday and bank holidays) on which commercial banks in St Helier are open for the conduct of normal banking business.

“Business Hours” means 8am to 5pm on a Business Day.

“Commencement Date” means the date set out in Part C of Schedule 1.

“Current Release” means the release of any item that is currently available or marketed by the relevant manufacturer.

“Customer Location” means the location or locations of the Customer where Genesis AV will provide the Services, and which are set out at Part D of Schedule 1;

“Customer Representatives” means the members of staff employed by the Customer named in the Part B of Schedule 1 or such other staff of the Customer who may from time to time be notified by the Customer to Genesis AV as authorised to act as a representative of the Customer in its dealings with Genesis AV.

“Equipment” means the equipment listed in Part E of Schedule 1 owned by the Company or leased to the Customer by third parties.

“Force Majeure Event” means any event affecting the performance by a party of its obligations under this agreement arising directly from an act beyond the reasonable control of the party,

including, without limitation, an act of God, acts of regulatory bodies, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute affecting a third party (for which a substitute third party is not readily available);

“GST” means any goods and services tax chargeable under or pursuant to the Goods and Services Tax (Jersey) Law 2007 or any relevant successor tax.

“Installed Version” means the version of the installed item.

“Network” means the voice, data, local area and wide area services specified in Part G of Schedule 1 owned by the Customer.

“On-Site Support” means the attendance of Genesis AV employees at the Customer Location or any premises other than those of Genesis AV in the pursuance of fulfilling this agreement.

“Response Time” means the time in which Genesis AV will respond under this agreement as defined in clause 7 and as detailed in the description of the Service Package selected by the Customer;

“Services” means the Support Services and any Additional Services to be provided by Genesis AV in accordance with this agreement.

“Software” means the software specified in Part F of Schedule 1 owned by the Customer or licensed to the Customer by third parties for use in the System.

“Support Package” means the package, for which the Customer has subscribed and paid for in advance during which Genesis AV will carry out the Services.

“Support Services” means the support and maintenance services, including Telephone Support and On-Site Support, delivered by Genesis AV to the Customer as detailed in Part A of Schedule 2;

“Support Services Charges” means the rate at which Support Hours are debited by Genesis AV for the delivery of the Support Services, as detailed in Part B of Schedule 2;

“System” means the Equipment, the Software and the Network.

“Telephone Support” means any remote voice communications between the Customer and Genesis AV. This includes Support Hours and Additional Support Hours utilized in delivering the Services by communicating with third parties on behalf of the Customer; and

“Time Units” means one unit of a Support Hour, which equates to fifteen (15) minutes.

2. In this agreement, any reference to a recital, clause or schedule is, unless the context otherwise requires, a reference to a recital or a clause of, or a schedule to, this agreement and any reference to a sub-clause is, unless otherwise stated, a reference to the sub-clause of the clause in which the reference appears.

3. Any reference to this agreement or to any agreement or document referred to in this agreement shall be construed as a reference to such agreement or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time.

4. Any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as the same may have

been or may from time to time be amended, modified, extended, consolidated, re-enacted or replaced and shall include any subordinate legislation made thereunder.

1. In this agreement, except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting a gender include every gender and references to persons include bodies corporate and unincorporate.
2. The recitals and schedules form part of this agreement and shall have the same force and effect as if they were expressly set out in the body of this agreement and any reference to this agreement shall include the recitals and the schedules.
3. Clause headings in this agreement are inserted for convenience only and shall not affect the construction of this agreement.

2. PROVISION OF SERVICES GENERALLY

1. In consideration of the payment of the Charges from time to time in accordance with the terms of this agreement Genesis AV undertakes to provide the Services upon the terms and conditions of this agreement.
2. Genesis AV will perform its obligations to the Customer from the Commencement Date in accordance with the terms of this agreement PROVIDED THAT Genesis AV will not provide the Services under this agreement until payment of the pre-paid Retainer has been received by Genesis AV in full.
3. Genesis AV shall provide the Services to the Customer at the Customer Locations. If the Customer wishes Genesis AV to provide any or all of the Services at any other locations, the Customer will make a request to this effect in writing to Genesis AV and Genesis AV shall comply with that request, PROVIDED THAT notwithstanding any other term to the contrary in this agreement:
 1. if the change to the recipients of the Services results in any changes to the Services, Genesis AV reserves the right to amend the level of the Charges; and / or
 2. where changes to the Services result, Genesis AV reserves the right to amend this agreement.by prior notice in writing to the Customer.

4. Genesis AV shall not, and shall not be bound to, supply any Services other than in accordance with the terms of this agreement.

5. The Customer Location shall only be used to provide the Services to the Customer and for no other purpose or customer of Genesis AV.

6. Where the Customer has provided information to Genesis AV in relation to the scope of the Services the Customer warrants that that information is complete and accurate in all material respects. The Customer acknowledges that Genesis AV reserves the right to amend the level of the Charges and/or the terms of this agreement if there are inaccuracies or omissions in that information that it has relied on. Genesis AV may not amend the level of the Charges or the terms of this agreement if it has misinterpreted, failed to clarify or has incorrectly analysed complete and accurate information.

3. PROVISION OF SUPPORT SERVICES

1. Genesis AV shall provide the Support Services during Business Hours at the rates set out in Part A of Schedule 3, and shall ensure during those times that employees with sufficient knowledge and experience of the System are available to answer the Customer's queries.

4. PROVISION OF ADDITIONAL SERVICES

1. Genesis AV shall provide the Additional Services at such times as may be agreed separately between Genesis AV and the Customer, and for the Additional Services Charges, and shall ensure that employees with sufficient knowledge and experience of the Systems are available to answer the Customer's queries during the times selected by the Customer in Part B of Schedule 2.

5. USE OF BASIC SUPPORT HOURS AND ADDITIONAL SUPPORT HOURS

1. The Support Hours are used up in the manner set out in Part A of Schedule 3.
2. In the event that the Customer uses up all the Support Hours purchased by the Customer, the Customer shall purchase, and pay for, Additional Support Hours at the rate set out in Part B of Schedule 3 unless otherwise agreed in writing by both parties.
3. Where the Customer has used up all the Support Hours purchased by the Customer, Genesis AV shall have, and shall be under, no obligation to provide the Services to the Customer until the Customer purchases Additional Support Hours.
4. In the event that Support Hours are not utilised by the Customer by the end of each contractual year such Support Hours shall expire and Genesis AV shall not be liable to provide any Services in respect of such expired Support Hours, and shall not be liable for any refund of such expired Support Hours.

6. RESPONSE PROCEDURES

1. Genesis AV 's response desk operates during Business Hours. The procedure for logging any hardware or software problems is as follows:
 1. a Customer Representative will during Business Hours:
 1. telephone Genesis AV on such number as shall be communicated to the Customer by Genesis AV from time to time; or
 2. email Genesis AV at email address support@genesis.ie or such other email address as shall be communicated to the Customer by Genesis AV from time to time.
 2. The Customer Representative shall explain in the fullest amount of detail the nature of the problem either directly to the Genesis AV representative or in the email sent to Genesis AV and will endeavour to assess and communicate to Genesis AV the anticipated skill-level required to respond to the incident being logged.
 3. Genesis AV shall record details of the problem.

4. If the problem requires urgent attention, the Customer should inform the Genesis AV representative on the telephone or make this clear in the email sent to Genesis AV.
2. A Genesis AV engineer will be assigned to the job and will communicate with the Customer Representative by telephone, or email, or attend the Customer Location, within the agreed Response Time, to seek to resolve the issue raised by the Customer.
3. On satisfactory completion of the job the Customer Representative will complete and execute the relevant job card provided by Genesis AV.

7. RESPONSE TIMES

1. Genesis AV shall use its reasonable endeavours to respond to the Customer within four (4) hours of receipt during Business Hours of a request for technical advice or assistance in respect of any of the Support Services.
2. Genesis AV shall use its reasonable endeavours to respond to the Customer within twenty-four (24) hours of receipt of a request for technical advice or assistance in respect of any of the Additional Services requested by the Customer PROVIDED THAT such response will be between the hours of 9am to 5pm on a Business Day.
3. For the purpose of this agreement the response time is only applicable where the nature of the fault is break/fix. In all other instances response will be deemed to be the planning of the job for a scheduled time. The Support Package purchased under this agreement can still be used to cover this scheduled work.

8. CHARGES

1. The Customer will pay the Charges in accordance with Schedule 3.
2. Save as hereinafter provided the Charges will include the cost of the provision by Genesis AV of the Services.
3. In the event of the termination of this agreement howsoever arising the Customer will not be entitled to any refund of the whole or any part of the pre-paid hours, or to any refund of any Support Package purchased by the Customer but not used by the Customer.
4. In the event of the termination of this agreement by the Customer, the Customer shall be liable to pay for any Charges that remain unpaid by the Customer and shall not be entitled to any refund of the whole or any part of the Charges already paid by the Customer, unless otherwise agreed in writing by both parties.
5. In the event of late payment of any of the Charges or any other sums due under this agreement Genesis AV reserves the right:

to charge the Customer interest in respect of the late payment on any sum due under this agreement (as well after as before judgment) at the rate of five per cent (5%) above the base rate from time to time of Genesis AV's bank;

to immediately suspend provision of the Services without any liability accruing to Genesis AV.

6. If the Customer requires Additional Support Hours, these can be purchased at any time and shall be priced in accordance with Part B of Schedule 3. In the event of the Customer purchasing

Additional Support Hours, an appendix signed by both parties shall be attached to Schedule 2 detailing the Additional Support Hours so purchased.

7. The Customer may only purchase Additional Support Hours in blocks of a minimum of five (5) Additional Support Hours.
8. Genesis AV may increase the levels of the Charges by giving written notice to the Customer twenty (20) Business Days of its intention so to do accompanied by a revised Schedule 2, PROVIDED THAT any such increase in levels may only take place once in each contractual year (unless otherwise agreed in writing between the parties hereto) and then only on the anniversary each year of the Commencement Date.
9. In the event that Genesis AV provides Additional Services to the Customer, the Customer shall pay for the Additional Services Charges in accordance with the terms of this agreement and Schedule 3.

9. INVOICING AND PAYMENT

1. The Customer shall pay Genesis AV in accordance with the terms of this agreement and the invoicing and payment provisions set out herein.
2. Genesis AV will invoice the Customer in respect of the Additional Support Hours Charges (if any) purchased by the Customer.
3. Genesis AV will invoice the Customer monthly in arrears in respect of the Additional Services Charges (if any).
4. All invoices issued by Genesis AV shall be on the terms set out in this agreement.
5. Payment of an invoice shall not prevent the Customer from subsequently raising issues of dispute in good faith (subject always to the Customer's obligation to pay the Charges).

10. GOODS AND SERVICES TAX

1. Each amount stated as payable by the Customer under this agreement is expressed exclusive of GST. If any GST is properly chargeable in respect of any supply made by Genesis AV under this agreement, the Customer will pay the amount of that GST to Genesis AV against issue of a proper GST invoice by Genesis AV at the rate and in the manner for the time being prescribed by law.

11. DURATION AND TERMINATION

1. This agreement shall remain in force in respect of the provision of the Services and, thereafter, unless or until terminated by the Customer or Genesis AV by giving to the other not less than one (1) months' written notice of termination to take effect on or at any time after the expiry of the Initial Term.
2. Notwithstanding the provisions of clause 11.1, either party may immediately terminate this agreement if the other:
 1. goes into liquidation, is declared en désastre or becomes insolvent or has an administrator, receiver or similar officer appointed in respect of all or part of its undertaking (or is the subject of a filing with any court for the appointment of any such officer); or

2. commits a material breach of this agreement which is not remedied within twenty (20) Business Days of receipt of a notice from the other party specifying the breach and putting the defaulting party on notice of the non-defaulting party's intention to terminate this agreement with effect from the expiry of the notice period if such breach has not been remedied to its reasonable satisfaction.
3. The Customer may wish to terminate any of the Services being provided under this agreement (without prejudice to the continuance in force of the remainder of this agreement in respect of the provision of any other Services) if it decides that it no longer needs such a Service. In such event, Genesis AV shall reduce the total Charges by the amount attributable to the terminated Services.
4. Any termination of this agreement (howsoever occasioned) will not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provisions that are expressly or by implication intended to come into or continue in force on or after such termination.

12. CUSTOMER'S OBLIGATIONS

1. During the continuance of this agreement the Customer shall:
 1. follow Genesis AV 's response procedures when using the Services as detailed in clause 5.
 2. make available to Genesis AV free of charge all information, facilities and services reasonably required by Genesis AV to enable Genesis AV to perform the Services.
 3. provide such telecommunication facilities as are reasonably required by Genesis AV for testing and diagnosis purposes of the Equipment at the Customer's expense.
 4. ensure in the interests of health and safety that Genesis AV 's personnel whilst on the Customer's premises for the purposes of this agreement are at all times accompanied by a member of the Customer's staff familiar with the Customer's premises and health and safety procedures.
2. The Customer hereby acknowledges that it is responsible, at its own cost, for:
 1. ensuring that it is fully authorised to use the Equipment.
 2. paying all licence, lease, consent and other fees incurred in connection with the use of the Equipment.
3. The Customer, at its own cost, shall:
 1. ensure that the System is used in a proper manner and only by trained, competent employees.
 2. not permit any alteration of the System.

3. save with the prior consent in writing of Genesis AV, not allow any other person to provide, or procure the provision of, any maintenance services in respect of the System.
 4. co-operate fully with Genesis AV's employees in the diagnosis of any error or defect in the System.
 5. provide Genesis AV with full, safe and uninterrupted access to those areas of the Customer Location to which it is necessary for Genesis AV to have access in order to perform the Services; and
 6. ensure that those of its personnel whose decisions are necessary for the performance of the Services are available to Genesis AV for consultation in relation to any matter connected to the Services.
4. If the Customer fails to comply with any of its obligations under this agreement, Genesis AV shall not be liable for any consequent failure on its part to perform the Services. In addition, Genesis AV shall be entitled to charge the Customer on a time and materials basis for any action taken by Genesis AV's employees as a result of such failure, notwithstanding that it may not be able to perform the Services due to such failure.

13. CUSTOMER'S WARRANTIES

1. The Customer warrants that:

1. it has full power and authority to enter into this agreement and to grant or authorise the access by Genesis AV to use and access the System as contemplated by this agreement; and
2. it is the beneficial owner of and has full right, title and interest in the System.

14. Genesis AV's OBLIGATIONS

1. During the continuance of this agreement Genesis AV shall:

1. use only appropriately trained staff in providing the Services.
2. use its reasonable endeavours to adhere to the Response Time for any requirement for the Services purchased under this agreement; and
3. provide the Customer with a report briefly detailing the time, date and description of any work completed in that quarter.

15. CONFIDENTIALITY

1. Each party hereby undertakes to the other:

1. to keep confidential all information of a confidential nature (written or oral) concerning this agreement and the other party's business and affairs (including, in relation to the information of the Customer, the identity, business and affairs of the Customer's customers and suppliers) that it has obtained or received as a result of the discussions leading up to or the entering into or performance of this agreement ("Information");

2. not without the other party's prior written consent disclose the Information in whole or in part to any other person save those of its employees, agents, consultants or sub-contractors involved in the performance of this agreement; and
 3. to use the Information solely in connection with the implementation of this agreement and not otherwise for its own benefit or for the benefit of any third party.
2. The provisions of clause 15.1 shall not apply to the whole or any part of the Information to the extent that it can be shown by the receiving party to be:
1. known to the receiving party prior to the date of this agreement and not obtained directly or indirectly from the disclosing party; or
 2. obtained by the receiving party from a third party who lawfully possesses such information and which has not been obtained in breach of a duty of confidence owed to the disclosing party by any person; or
 3. in the public domain in the form in which it is possessed by the disclosing party other than as a result of a breach of a duty of confidence owed to the disclosing party by any person; or
 4. necessary to disclose Information pursuant to a statutory, legal or similar obligation placed on the party making the disclosure.
3. Each party hereby undertakes to the other to make all relevant employees, agents, consultants and sub-contractors aware of the confidentiality of the Information and the provisions of this clause 15 and, without prejudice to the generality of the foregoing, to ensure compliance by its employees, agents, consultants and sub-contractors with the provisions of this clause 15.
4. The obligations as to confidentiality contained in the agreement shall continue in force notwithstanding termination of this agreement, however caused.

16. FORCE MAJEURE

1. Neither party will be liable to the other party for any delay or non-performance of its obligations under this agreement to the extent it arises from a Force Majeure Event, subject to the affected party:
 1. notifying the other party in writing as soon as practicable of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and
 2. using all reasonable endeavours to limit the effect of that delay or non-performance on the other party.
2. If Genesis AV 's ability to provide the Services is affected adversely by a Force Majeure Event Genesis AV shall use all reasonable endeavours to resume provision of the Services as soon as possible. If Genesis AV reasonably considers that the discharge of its obligations under this clause 16 would result in Genesis AV having to incur an unreasonable amount of additional costs that are not recoverable through the normal Charges, the parties (acting reasonably and with a view to reaching agreement) will meet to discuss and agree on a course of action that does not involve

Genesis AV in such unreasonable additional costs or that provides for the sharing of such additional costs.

3. If performance is not resumed within 30 days after the occurrence of the Force Majeure Event the Customer may terminate this agreement immediately by written notice to Genesis AV.

17. LIMITATION OF LIABILITY

1. Genesis AV, its directors, employees, and agents shall not, to the fullest extent permitted by law, be liable to the Customer for any consequential, incidental, special, indirect or punitive damages or loss or any loss of profits or other form of economic loss arising out of or in connection with this agreement or the performance or non-performance of the Services except in respect of:
 1. (i) Personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of itself, its servants, agents, or subcontractors.

(ii) any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 13 of the Supply of Goods and Services Act 1982; and

(iii) fraud or fraudulent misrepresentation
 2. In no event shall either party's liability in respect of loss or damage to the tangible property of the other under this Agreement exceed one million pounds (£1,000,000) per event or series of connected events.

18. DATA PROTECTION

1. Each party shall comply with its respective obligations under the Data Protection (Jersey) Law 2018 (the "DPL") as specified in this clause 18. Neither party shall do anything that puts the other party in breach of its obligations set out in this clause 18 and nothing in this agreement shall be deemed to prevent any party from taking the steps it reasonably deems necessary to comply with the DPL.
2. The parties acknowledge that the Customer alone shall determine the purposes for which and the manner in which personal data (as defined in the DPL) are, or are to be, processed in the performance of the Services.
3. The Customer warrants and undertakes that any instructions given by it to Genesis AV (whether specific or non-specific) in respect of the processing of personal data shall at all times be in accordance with the requirements of the DPL and that compliance with such instructions by Genesis AV in its provision of the Services shall not put Genesis AV in breach of the DPL.
4. Each party shall indemnify the other party from any and all claims, causes of action, suits, damages or demands whatsoever, arising out of any breach of this agreement by the indemnifying party.

19. NON-SOLICITATION

1. Each party agrees that, during the term of this agreement and for a period of six months from the date of termination of this agreement, it shall not (without the other party's prior agreement in writing) directly or indirectly offer to employ, engage as an independent contractor or induce any person who has been associated in a technical or managerial capacity with any of the Services

during the preceding six months to leave the other party's employment (other than staff who have applied for genuine vacancies advertised by such party). If the Customer or any of its subsidiaries or associates during the term of this agreement or during the period of from the date of termination of this agreement shall employ, engage as an independent contractor or induce any person who has been associated in a technical or managerial capacity with any of the Services during the preceding six months to leave Genesis AV 's employment during the term of this agreement then the Customer shall forthwith pay to Genesis AV a sum equivalent to 125% of such person's or persons' annual salary payable to that person or persons by Genesis AV prior to their employment by the Customer.

20. WHOLE AGREEMENT

1. This agreement constitutes the whole agreement and understanding between the parties with respect to the subject matter of this agreement and supersedes all prior discussions between the parties and/or their agents and all conditions, warranties, guarantees, representations and understandings with respect to the subject matter of this agreement other than a modification or amendment in writing expressed to be an amendment to this agreement and signed by an authorised officer of each party.

21. NOTICES

1. All formal notices and communications between the parties made in the course of operating this agreement, terminating the same or giving notice of breach or alleged breach shall be deemed to have been received by the addressee at the time stated in this clause 21, provided that the notice or communication is addressed to the recipient at the address specified in this agreement (or to any other address as notified in writing to the other party from time to time in accordance with this clause 21) as follows:

1. if sent by first class post, 48 hours after despatch; or
2. if sent by email, two hours following dispatch of the email from the sender's email server; or
3. if delivered by hand, immediately on delivery to the recipient.

22. SEVERANCE

1. If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

23. WAIVER

1. Failure by either party to enforce or exercise any of its rights under this agreement shall not affect such party's rights or constitute a waiver or forfeiture of such rights.

24. ASSIGNMENT

1. Neither party shall have the right to assign or in any way transfer any of its rights or obligations under this agreement to any other company, firm or person without first obtaining the written consent of the other party.

25. COUNTERPARTS

1. This agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

26. AMENDMENTS

1. This agreement may be amended by the prior consent in writing of the parties hereto. No amendment, waiver or variation of this agreement shall be effective unless it is made in writing and executed by each of the parties hereto.

27. GOVERNING LAW AND JURISDICTION

1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of the Island of Jersey.
2. The parties irrevocably agree that the courts of the Island of Jersey have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.
3. IN WITNESS whereof this Agreement has been entered into by the parties on the day and the year first before written.

SIGNED on behalf of)
GENESIS AV)

BY:

Authorised Signatory
Name: _____
Title: _____

Authorised Signatory
Name: _____
Title: _____

SIGNED on behalf of)
THE CUSTOMER)
)

BY:

Authorised Signatory
Name: _____
Title: _____

Authorised Signatory
Name: _____
Title: _____

SCHEDULE 1

Part A - The Customer

NAME:

ADDRESS:

Part B - The Customer's Representatives

NAME:

NAME:

NAME:

Part C – Commencement Date

DATE:

Part D – Customer Location(s)

ADDRESS:

ADDRESS:

Part E – The Equipment

Number	Description	Serial Numbers
.....		

Part F – Excluded Equipment

Number	Description	Serial Numbers
.....		

Part G – The Software

Number	Description
1
2

Part H – The Network

.....

SCHEDULE 2

THE SERVICES

Part A – Support Services

Telephone / Email Support
<p>During Business Hours on Business Days, Genesis AV will provide technical advice and assistance by telephone, or email to the Customer as may be reasonably necessary to assist the Customer in resolving any problems or requests for assistance which arise as a result of the Customer's use of the System and when necessary, a Genesis AV representative will attend the Customer Location.</p> <p>Where the Customer contacts Genesis AV outside Business Hours via email, Genesis AV will respond within the contracted Response Time during the immediately following Business Hours.</p>
Fault Diagnosis
<p>Genesis AV will during Business Hours provide technical advice and assistance to the Customer or will, on the Customer's behalf, liaise with a third party in seeking to diagnose any defect or fault in the System as notified by the Customer.</p>
Remote Diagnosis
<p>Genesis AV may carry out its obligations under this agreement by the use of remote diagnostics via a modem, in which event the Customer will be responsible for the installation and connection of the modem of a type approved by Genesis AV for this purpose.</p>
Fault Rectification
<p>Genesis AV will during Business Hours provide technical advice and assistance to the Customer or will, on the Customer's behalf, liaise with a third party in seeking to correct any defect or fault as notified by the Customer with the objective of maintaining the operation of the System as agreed between the parties.</p>
Equipment Component Replacement
<p>If an Equipment component replacement is required in order to rectify a fault, Genesis AV will provide technical advice and assistance to the Customer or will, on the Customer's behalf, liaise with a third party to replace the failing or failed Equipment component.</p> <p>For the avoidance of doubt, the costs of replacement of failing or failed Equipment components, together with costs of installation of replacement Equipment components shall be paid in full by the Customer.</p> <p>Any labour or material costs incurred by Genesis AV relating to the installation, reinstallation, configuration, reconfiguration or upgrading of the Equipment shall be paid in full by the Customer. Labour costs may be paid by the Customer by deduction of such labour from the Support Package.</p>

Part B – Additional Services

Additional Services

Consultancy, project management, together with technical support, advice and assistance for the Customer and the System by Genesis AV not otherwise covered by this agreement and requested by the Customer. The Additional Services Charges shall apply to the provision of Additional Services to the Customer by Genesis AV.

SCHEDULE 3

Part A - Support Hours – Rate of Use per Hour

Support Hours shall be used by the Customer in the following manner:

- a. The provision of the Support Packages (including liaison with third parties) will utilise Support Hours by debiting from the total amount of Support Hours purchased by the Customer the appropriate amount of time spent by Genesis AV in providing the Services (expressed as Time Units “x”) multiplied by the rate multiplier set out in the table below dependant on the time of day, and the day, during which the Support Services are supplied by Genesis AV.
- b. Time Units are blocks of one (1) hour units of Support Package.
- c. The minimum charge for the provision of the Support Services is one (1) Time Unit, and time spent by Genesis AV in providing the Support Services shall be rounded up to the nearest whole Time Unit before being multiplied by the rate multiplier set out in the table below.
- d. On-Site Support will incur a minimum charge of four (4) Support Hours (which minimum charge shall include time spent travelling) plus time required utilised by Support Hours or part thereof.

Time Day	9am – 5pm	6pm – 10pm	10pm – 12pm	12pm – 8am
Monday	1 x	N/A	N/A	N/A
Tuesday	1 x	N/A	N/A	N/A
Wednesday	1 x	N/A	N/A	N/A
Thursday	1 x	N/A	N/A	N/A
Friday	1 x	N/A	N/A	N/A
Saturday	9 – 2 (Only)	N/A	N/A	N/A
Sunday	N/A	N/A	N/A	N/A
Bank Holidays	N/A	N/A	N/A	N/A

Part B – Additional Support Hours

Block of Five (5) Additional Support Hours	£250
Each Additional Support Hour	£75.00

Part C - Additional Services Charges

Role / Title of Person providing Additional Services	Rate Per Hour (or part thereof) per Person
Consultant	£120.00
Programme Specialist	£75.00
Standard System Engineer	£60.00