



**mdv**  
ENTERPRISE

**H HotelTV**  
COMPANY

**H HealthcareTV**  
COMPANY

SCRIPT**SIGN**

SCRIPT**CAST**

TERMS & CONDITIONS OF SALE

HOTELS | HEALTHCARE | RESTAURANTS | RETAIL

# Standard Terms & Conditions of Sale

MDV Enterprise Ltd is a limited company, trading as Hotel TV Company in the hospitality industry, Healthcare TV Company in the healthcare industry, SCRIPTSIGN in the retail/signage industry and SCRIPTCAST Pro in the corporate industry.

This Agreement is made on the Agreement Date between MDV Enterprise Ltd and the Customer.

It is made between;

1. **MDV ENTERPRISE LIMITED** (a company incorporated and registered in England and Wales with company number **07097601** whose registered office is at 253-255 Great Lister Street, Birmingham, B7 4BS (called 'the Supplier' in this agreement) and;
2. CUSTOMER as documented on the Order and the Order Confirmation Form

## 1.0 Interpretation

The following definitions and rules of interpretation apply in these condition

Terms defined below and in the Order Confirmation Form apply to this Agreement. References to Clauses are to clauses of these General Terms

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to writing or written includes email but not fax.

## 1.1 Definitions and Interpretations

**Acceptance** means acceptance of the Goods, Deliverables, System and Services.

**Acceptance Date** means the date of Acceptance or deemed the date of the Order or the date the Order Confirmation was signed. From this date onwards no amendments or changes can be made by the customer. If MDV Enterprise Ltd will need to make an amendment to the order, notification will be provided to the customer.

**Associate** means any group company of the relevant party being any holding company, subsidiary, or holding company of any subsidiary as those terms are defined in section 736 of the Companies Act 1985 (as amended)

**Agreement Date** refers to the date of signing the Order Confirmation Form, also referred to as the contract.

**Business Day** means any day other than a Saturday, Sunday or public holiday in the Jurisdiction.

**Commencement Date** has meaning given in clause 2.2

**Customer** refers to the company or the person(s) defined in the Order Confirmation Form, which has agreed to purchase all Goods, Deliverables, System and Services as outlined in the Order Confirmation, from MDV Enterprise Ltd, MDV Enterprise Ltd

**Early Termination Fee** means the Early Termination Fee calculated in accordance with the formula set out in the Payment Schedule Early Termination Fee is only applicable for Rental Equipment and is decided by the third-party Finance Company as per the Finance agreement between the Customer and the third-party Finance House

**End User** is any end user of the Goods, Deliverables, System and Services

**Force Majeure** means any cause preventing either party from performing its obligations under this Agreement which arises from events beyond that party's reasonable control

**Goods** means the goods (or and part of them) set out in the Order Confirmation

**Goods Specification** means any specifications for the goods, including any relevant plans or drawings, which is agreed in writing by the Customer and MDV Enterprise Ltd

**Group** means any company which is a subsidiary of a party or which is a holding company of a party or a subsidiary of such holding company (as those expressions are defined in section 1159 of the Companies Act 2006), in each case from time to time, and Group Company shall mean any company which is a member of the Group

**Implementation Plan** is a plan to highlight to the customer the steps MDV Enterprise Ltd will be taking to accomplish the project, it will also allow the customer to see when MDV Enterprise Ltd will expect to receive information from the Customer to allow them to move onto the next step by when and highlight to the customer any delays if any. MDV Enterprise Ltd will provide the implementation plan at the customer's request.

**Initial Term** means the term of 12 months starting from the Agreement Date for all Rental Equipment or the total payment term agreed for all Rental Equipment Initial Term is also applicable

to the Service Level Agreement and refers to 12 months starting from the Agreement Date of the Service Level Agreement

**Intellectual Property Rights** means patents, design rights, copyright, database rights, topography rights, trade marks, rights in know-how and confidential information and other intellectual property rights, (registered or unregistered) including applications for registration and all similar intellectual property rights anywhere in the world in respect of the System and/or the Services

**Internet Content** means any content which is accessible via the Internet

**Order** means an order for goods and or Services submitted by the Customer, and or Payment for Goods and or Goods and Services.

**Order Confirmation** means the Order Confirmation Form, also referred to as the Order Form and or Contract.

**Order Number** the reference number also known as the HTV number to be applied to an Order by the MDV Enterprise Ltd

**Professional Services** means any services provided by MDV Enterprise Ltd to complete the project to the Customer

**Platform** means the user interface and navigation portal provided as part of the Software whether delivered to the TV or to the laptop or any other device from time to time

**Project Kick Start Meeting** means a virtual meeting with MDV Enterprise Ltd and the customer to discuss the details of the Order.

**Quotation or Proposal** means the quotation also known as Quote Proposal provided by MDV Enterprise Ltd setting out its proposal for the supply of Goods, Deliverables, System and Services to the customer

**Rejection Notice** means the rejection notice served in accordance with Clause 3.2

**Rental Equipment** means that equipment to be rented to the Customer and identified in the Order Confirmation as amended by the Acceptance Certificate Rental Equipment includes all products and services outlined in the Order Confirmation, the payment for which is required according to a Finance or Rental agreement during a period of 3 or 5 years, as specified in the Order Confirmation

**Retail Equipment** means that equipment to be purchased outright by the Customer from MDV Enterprise Ltd and identified in the Order Confirmation as amended by the Acceptance Certificate Retail Equipment includes all products and services outlined in the Order Confirmation, the payment for which is issued in full or in fixed instalments as per the payment plan outlined in the Order Confirmation

**Rooms or Location** means the site rooms or area in which the Goods, Deliverables, System are to be provided as indicated in the Order Confirmation

**Sales Tax** means Value Added Tax (VAT) or any equivalent or replacement sales tax in the Jurisdiction

**Satisfaction of Completion** means the satisfaction of completion form which is signed by the

Customer on completion of the Project by MDV Enterprise Ltd to the Customer under Clause 10 with special reference to clause 10.3.

**Services** means the services to be provided by MDV Enterprise Ltd as indicated in the Order Confirmation including the Software (part of which is the Platform)

**Service Level Agreement** also known as the Support Level Tiers, defines the level of service the customer has selected as set out in the Order Confirmation

**Site** means the physical location where the Customer requires all Goods, Deliverables, System and services installed or delivered by MDV Enterprise Ltd

**Site Content** means the content provided on and via the Platform

**Site Equipment** means other than the System, any equipment or materials within or connected to the business site which are owned or operated by Customer and which are required to provide the Services

**Site Network** means the communication infrastructure which is installed in the Customer site, this may not have been installed by MDV Enterprise Ltd, if this is not installed by MDV Enterprise Ltd, MDV Enterprise Ltd hold no liability for the Network and its operation.

**Site Survey** means the technical survey of the site carried out by or on behalf of MDV Enterprise Ltd and designed to provide outline technical detail of the ease of installation of the System. This can be performed in-person or via video call.

**Site Systems** means the sites installed telecommunications, Site Network, TV distribution, property management, any Customer provided DSL line etc. as indicated in the Order Confirmation and other site installed information technology and power supply infrastructure and systems. If this is not installed by MDV Enterprise Ltd, MDV Enterprise Ltd hold no liability for its operation

**Supplier** means MDV Enterprise Ltd A company registered in England and Wales with a company number of **07097601**

**Software** means any software to be supplied by MDV Enterprise Ltd under this Agreement and includes any Upgrades and/or System Enhancements supplied from time to time and specifically includes the Platform

**System** means the system to be supplied by MDV Enterprise Ltd under this Agreement which, together with the Site Systems and Site Equipment, will provide the Services. System includes, but is not limited to, the Software, the Retail Equipment and the Rental Equipment

**System Enhancements** means any modification or enhancement to the Software that adds new product features, significant new functionality and/or significant performance enhancement.

**Technical Room** means a room within the site which the Customer will make available to MDV Enterprise Ltd to house the head-end server for the System and any other System components identified by MDV Enterprise Ltd in the Order Confirmation or from time to time

**Termination Date** means the date of termination of this Agreement

**TVs or Screens** means any Televisions, Digital Signage Screens, Video walls etc. which form part of the Equipment.

**TV Content** means any broadcast Digital Television content made available to End User as part of the System (responsibility for the license rights to which are to be provided by the Customer)

**Upgrades** means any modification or enhancement to the Software supplied under this Agreement which is released for general use by MDV Enterprise Ltd's customers during the Term



## 2. Basis of Contract

**2.1** The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

**2.2** MDV Enterprise Ltd supplies Goods only, Services only and or Goods and Services. When goods only or Services only have been ordered, an Order Confirmation Form may not be sent to the customer, and the order will be deemed accepted when MDV Enterprise Ltd receives payment in full for the Goods only or services only to be supplied at which point and on which date MDV Enterprise Ltd's Terms and Conditions of Sale shall come into existence.

**2.3** The Order for Goods and Services or Services only, shall only be deemed to be accepted when MDV Enterprise Ltd has received a signed copy of the Order Confirmation at which point and on which date the Contract shall come into existence (Commencement Date). No changes or amendments can be made by the customer unless agreed in writing by MDV Enterprise Ltd on or after the commencement date.

**2.3** Any samples, drawings, descriptive matter or advertising issued by MDV Enterprise Ltd and any descriptions of the Goods or illustrations or descriptions of the Services contained in MDV Enterprise Ltd's catalogues, brochures and Quotation proposal or on its website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

**2.4** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2.5** Any Quotation or Proposal given by MDV Enterprise Ltd shall not constitute an offer, and unless otherwise specified in the Quotation. The Quotation or Proposal is only valid for a period of 28 days from its date of issue, a Quotation Proposal does not guarantee the stock will still be available when the order is accepted, and lead times may apply.

**2.6** All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

**2.7** MDV Enterprise Ltd hold no liability if the Manufacturer of Goods, Deliverables and System and any third party services makes changes to their product, services and system. This includes changes to the TV or Screen Firmware and SMART Apps available and any other functionalities. MDV Enterprise Ltd will notify the customer and provide an alternative solution if MDV Enterprise Ltd believe an alternative is available.

**2.8** No cancellation requests can be made, on or after the commencement date. If for any reason the Customer requests to cancel the Order, MDV Enterprise Ltd may charge a re-stocking fee up to 40% of the price which has been paid for the goods.

**2.9** MDV Enterprise Ltd hold no liability for license contracts. Such License contracts can be cancelled by MDV Enterprise Ltd or their supplier at any given time, without prior notification to MDV Enterprise Ltd. MDV Enterprise Ltd will notify the customer if there are any change(s) or cancellation to the license(s).

### 3. Goods

**3.1** The Goods are described in the Goods Specification and on the Order Confirmation, under the Order Description section.

**3.2** MDV Enterprise Ltd reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and MDV Enterprise Ltd shall notify the Customer in any such event.

**3.3** If, as part of the Services purchased, MDV Enterprise Ltd removes old equipment including de-commissioning of existing TV's, Screens, and or any other equipment from any site(s), then the title to that equipment shall pass to MDV Enterprise Ltd (unless otherwise stated in the Order Confirmation). MDV Enterprise Ltd shall be responsible for the disposal of such equipment at its own cost or may re-sell such equipment and retain the sale proceeds. *Reference to clause 6 will apply.*

### 4. Delivery of Goods

**4.1** The Goods may be delivered in one of the following ways:

**(a)** Where the accepted Order and or the Order Confirmation relates to Goods only, MDV Enterprise Ltd will arrange to deliver the Goods to the Customer, unless it is agreed by the parties in the Order Confirmation that the Customer shall collect the Goods at an agreed time within MDV Enterprise Ltds opening hours. If the collection of goods is to involve collection outside the given opening times, MDV Enterprise Ltd may charge an additional fee which will be invoiced and paid for prior to the release of the goods.

**4.2** Where the accepted Order and or the Order Confirmation relates to Goods and Services, such that MDV Enterprise Ltd will install the Goods for the Customer, the Goods may be:

**(a)** Delivered to the relevant Site(s) for installation at a later date

**(b)** Delivered to the relevant Site(s) by MDV Enterprise Ltd when they attend the Site(s) to carry out the Services or

**(c)** Kept by MDV Enterprise Ltd in storage and drawn down as and when MDV Enterprise Ltd requires them for the purposes of carrying out the Services. If the Goods are stored by MDV Enterprise Ltd for the Customer then MDV Enterprise Ltd reserves the right to charge the Customer a storage (including Insurance) fee if the goods are to be kept longer than 3 months. As per clause 9.9.7

**4.3** The method of delivery of goods shall be determined by MDV Enterprise Ltd

**4.4** Where delivery is in accordance with clause 4.1 and or 4.2, MDV Enterprise Ltd shall:

**(a)** Ensure that each delivery of the Goods is accompanied by a delivery note, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

**(b)** Ensure that it states clearly on the delivery note any requirement for the Customer to return

any packaging material to MDV Enterprise Ltd. The Customer shall make any such packaging materials available for collection at such times as MDV Enterprise Ltd shall reasonably request.

**4.4.1** If:

**(a)** The Goods are to be delivered by MDV Enterprise Ltd, it shall deliver the Goods to the location set out in the accepted Order and or the Order Confirmation. If the Customer requests for the goods to be delivered to a location not set out in the accepted Order and or the Order Confirmation, MDV Enterprise Ltd may charge and additional fee. Delivery of the Goods by MDV Enterprise Ltd shall be completed when MDV Enterprise Ltd places the Order at the delivery location or

**(b)** The parties agree in writing that the Customer will collect the Goods, the Customer shall collect the Goods from the MDV Enterprise Ltd's premises at 253-255 Great Lister Street Birmingham B7 4BS, or such other location as may be agreed with the Customer before collection.

**4.5** Any dates quoted for delivery or collection of the Goods are approximate only, and the time of delivery or availability for collection is not of the essence. MDV Enterprise Ltd shall not be liable for any delay in delivery or delay in availability for collection of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide MDV Enterprise Ltd with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. MDV Enterprise Ltd expect the customer to make them aware of any restrictions, permits or charges related in order to access the delivery site prior to the Order acceptance.

**4.6** MDV Enterprise Ltd may use third-party logistics companies for the delivery of goods, all deliveries will be made to the property's curb side or loading bay, where possible. Therefore, it is the Customers responsibility to accept the delivery of the goods. MDV Enterprise Ltd or the Third-party logistics representative is not responsible for helping the Customer handle the stock into the premises. Delivery drivers are not permitted to enter the Customer's premises/site and are under strict instructions not to leave their vehicle unattended at any time, due to the content of the goods being delivered. If space is restrictive and the delivery requires a smaller vehicle to be used, then the Customer must inform MDV Enterprise Ltd prior to the Order acceptance policy. If acceptance of goods is not possible due to any reason above, the Customer may incur re-delivery charges, and re-delivery will be attempted on the next available date.

**4.8** MDV Enterprise Ltd shall have no liability for any failure to deliver the Goods or failure to make the Goods available for collection to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide MDV Enterprise Ltd with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

**4.6** MDV Enterprise Ltd may deliver the Goods by instalments.

**4.7** Goods delivered to site do not require a signature for acceptance, and are considered as delivered in good manner at the time of delivery.

**4.9** Any visible damage to the delivery of goods must result in the delivery to be rejected. Customer is responsible for advising MDV Enterprise Ltd immediately of the rejection.

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## 5. Quality of Goods

**5.1** Certain of the Goods will come with a manufacturer's warranty/guarantee. For details of the applicable guarantee terms and conditions the Customer should refer to the manufacturer's guarantee provided with the Goods. MDV Enterprise Ltd have no involvement or liability with a manufacturer's warranty.

**5.2** The Goods shall:

- (a) Conform in all material respects with their description and any applicable Goods Specification
- (b) Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and be fit for any purpose held out by MDV Enterprise Ltd

**5.3** Subject to clause 3, MDV Enterprise Ltd, will begin a warranty claim on behalf of the customer if:

- (a) A support Contract is entered into and the Customer gives notice in writing during the warranty period and within 20 Business Days of discovery that some or all of the Goods do not comply with the manufacturer warranty.
- (b) MDV Enterprise Ltd is given a reasonable opportunity of examining such Goods either in person, via photos or a video clearly quoting the product serial numbers for reference.

**5.4** MDV Enterprise Ltd shall not be liable for the Goods' failure to comply with the warranty if:

- (a) The defect arises because the Customer failed to follow MDV Enterprise Ltd's verbal or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.
- (b) The Customer alters or repairs such Goods.
- (c) The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- (d) The defect arises due to accidental damage or misuse by the Customer or a third party.

**5.5** The terms set out in these Conditions shall apply to any repaired or replacement Goods supplied by MDV Enterprise Ltd

## 6. Title and Risk

**6.1** The risk in the Goods shall pass to the Customer on completion of delivery or if the Customer collects the Goods on collection by the Customer.

**6.2** Title to the Goods shall not pass to the Customer until MDV Enterprise Ltd receives payment in full (in cash or cleared funds) for the Order as set out in the accepted Order and or the Order Confirmation.

**6.3** If the order is to be paid for by finance. Title to the Goods shall not pass to the Customer until MDV Enterprise Ltd receives payment in full from the finance provider (in cash or cleared funds) for the Order and or the Order as set out in the Order Confirmation.

**6.4** If credit terms are offered to the customer upon approval from MDV Enterprise Ltd's approved Credit Insurers, Title to the Goods shall not pass to the Customer until MDV Enterprise Ltd receives payment in full (in cash or cleared funds) for the Order as set out on the Order and or the Order Confirmation one business day after the delivery of Goods or The completion of the project as set out on the Order and or the Order Confirmation. With reference to the terms set out in clause 10

**6.5** Until title to the Goods has passed to the Customer, the Customer shall:

**(a)** Store the goods separately from all other goods held by the Customer so that they remain readily identifiable as property of MDV Enterprise Ltd.

**(b)** Not remove, deface or obscure any identifying mark or packaging on or relating to the goods.

**(c)** Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on MDV Enterprise Ltd's behalf from the date of delivery or collection

**(d)** Notify MDV Enterprise Ltd immediately if the goods become subject to any of the events listed (inclusive)

**(e)** Give MDV Enterprise Ltd such information relating to the Goods as MDV Enterprise Ltd may require from time to time.

**(f) Not** use the Goods before MDV Enterprise Ltd receives payment for the Goods.

**6.6** If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed then, without limiting any other right or remedy MDV Enterprise Ltd may have.

**6.7** MDV Enterprise Ltd may at any time:

**(a)** Require the Customer to deliver up all Goods in its possession.

**(b)** If the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them regardless of any jurisdiction ruling.

**6.6** Title in all Rental Equipment will remain with MDV Enterprise Ltd at all times even if such Rental Equipment is integrated into the Site infrastructure or into any Retail Equipment. Subject to the rights of the Customer in the Site Content described in clause 26 below title in all Software will remain at all times with MDV Enterprise Ltd or its licensors.

**6.7** Title in all Retail Equipment will pass to the Customer on receipt of payment to MDV Enterprise Ltd in full for such equipment.

**6.8** For the purpose of insurance, and complying with obligations in this Agreement, risk in the Rental Equipment and Retail Equipment will pass to the customer upon delivery to the Site.

**6.9** If MDV Enterprise Ltd remove existing equipment, *the terms on clause 3.3 will come into effect.*

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## 7. Order Processing & Implementation Plan

**7.1** The Customer accepts that the Order details as set out in the Order and or the Order Confirmation will take time to process. MDV Enterprise will only begin to process the order upon receipt of the signed Order Confirmation, and in some cases after the Project Kick Start Meeting has completed.

**7.2** The Customer accepts that MDV Enterprise Ltd may not begin to process the order without the completion of the Project Kick Start Meeting which should take place within 10 business days after the order has been accepted. The Project Kick Start Meeting allows both parties to discuss the deployment of the Project as per the details set out in the Order and or the Order Confirmation.

**7.3** MDV Enterprise Ltd.'s guide lead time for installation is 12 weeks following the commencement date. The customer accepts that MDV Enterprise Ltd is reliant on a number of variants;

- (a) Availability of equipment
- (b) Third party suppliers
- (c) Site access
- (d) Site Safety and readiness for installation
- (e) The customer providing the required information

The above list is not exhaustive.

**7.4** Not all items are held in stock by MDV Enterprise Ltd and will need to be ordered on the customer's behalf. MDV Enterprise Ltd have no control over supplier lead times and will relay to the customer if the delivery of stock may cause a delay in the project completion.

**7.5** MDV Enterprise will request information from the customer, verbally or via email and expect this information to be given in a timely manner, delays in MDV Enterprise Ltd receiving this information, may cause delays in project completion.

**7.6** MDV Enterprise Ltd will request from the customer their "preferred installation date" this is a guide for both parties only and non-binding. MDV Enterprise Ltd will endeavour to meet the customer expectations and will advise of an installation date which will be agreed by both parties verbally or via email on acceptance of the Order.

**7.7** MDV Enterprise Ltd will prepare an Implementation Plan. The Implementation Plan is intended to provide an indicative (but not definitive) guide of the steps to complete the project and by when. This document is used internally by MDV Enterprise Ltd and can be shared with the customer should the customer request to see this. The Customer acknowledges that notwithstanding any indicated timetable in the Implementation Plan.

## 8. The Supply of Services

**8.1** MDV Enterprise Ltd shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

**8.2** MDV Enterprise Ltd shall be entitled to amend or vary the Services to ensure they comply with applicable statutory or regulatory standards.

**8.3** MDV Enterprise Ltd shall use all reasonable endeavours to meet any performance dates for the Services specified in the Services Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. The Customer acknowledges that MDV Enterprise Ltd may be delayed or may need to cancel in performing the Services as a result of the following:

**(a)** Where the Services are to be carried out at a Site where building works are being carried out, due to a delay in the completion of such building works which prevents MDV Enterprise Ltd from carrying out the Services

**(b)** Power to the Goods (including any TVs, Screens and/or modems) to be installed as part of the Services not being available 24/7 or terminated

**(c)** The WIFI signal level in the room(s) where the Goods are to be installed being insufficient to enable the Goods to come online and function correctly

**(d)** Faults in the IT network, as an example cabling causing certain areas not to work/come online or be intermittent

**(e)** Signal issues to the rooms or location of where the TV's or screens are to be installed. Network and digital distribution issues. Even in the instances where the Digital Distribution Services have been supplied by MDV Enterprise Ltd. MDV Enterprise Ltd cannot guarantee successful broadcasting due to factors beyond MDV Enterprise Ltd.'s control as an example the site location or weather etc.

**(f)** MDV Enterprise Ltd not having access to all rooms to which it requires access to carry out the Services

**(g)** If any relevant third-party IT provider: provides wrong information on what the network can do or insists on being in attendance when the Services are carried out.

**8.4** MDV Enterprise Ltd reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and MDV Enterprise Ltd shall notify the Customer in any such event.

**8.5** MDV Enterprise Ltd reserves the right to amend the Goods Specification and/or the Service Specification if information provided by the Customer for the purposes of MDV Enterprise Ltd providing its Quotation Proposal is shown to be incorrect.

**8.6** MDV Enterprise Ltd will maintain and support the System in accordance with the Service Level Agreement providing the customer has entered into a Support Level Agreement, if the customer has **not** entered into a Support Level Agreement then the Standard Charges will apply and need to be paid for in full prior to any service being provided.

**8.7** MDV Enterprise Ltd takes no responsibility for signal issues due to location, local transmitter reception, weather or matters outside the control of MDV Enterprise Ltd.

**8.8** Customer accepts that MDV Enterprise Ltd hold no liability for any link failures with the PMS Integration as this is a third party link MDV Enterprise Ltd do not manufacture this link.

## 9. Installation

**9.1** Subject to the Customer's compliance with **Clause 2**, MDV Enterprise Ltd will deliver and or install the Goods and System in accordance with the Implementation Plan and/or on the agreed delivery or installation date.

**9.2** To the extent that the Site Network is not owned by MDV Enterprise Ltd, the Customer grants to MDV Enterprise Ltd an irrevocable right of use over the Site Network for the Term. If the Customer requests MDV Enterprise Ltd to take ownership or responsibility for the Site Network, MDV Enterprise Ltd will assess the suitability of the Site Network to provide the Services and notify the Customer of improvements or alterations required before it is prepared to adopt this responsibility. The customer accepts that additional charges may apply.

**9.3** If during installation of the System MDV Enterprise Ltd encounters installation problems not identified and likely to cause material delay, it will inform the Customer providing notice of the reason for such delay. On receipt of such notice the parties will in good faith use all reasonable efforts to agree a revised installation timetable.

**9.4** If following the Site Survey but before installation of the System the Customer materially changes the Site Systems, MDV Enterprise Ltd will be entitled to charge the Customer for any reasonable additional installation costs incurred as a result.

**9.5** After installation of the System, on a date agreed by both parties MDV Enterprise Ltd will train nominated site staff in its day to day operation and use via video call, which maybe recorded. The customer must advise if they do not wish for the session to be recorded.

**9.6** If the installation is cancelled by the Customer within 5 business days of the agreed Installation Date, the Customer will still incur the original installation fee plus additional charges for a new installation which will need to be paid prior to the new installation date. MDV Enterprise Ltd will advise the customer of the next available date for installation. The customer accepts that a cancellation may result in the installation not happening on a date which is convenient for them and MDV Enterprise Ltd will expect the customer to co-operate.

**9.7** Unless otherwise agreed by both parties, installation or delivery must take place within 3 months of the Commencement Date or agreed installation date. After the 3 month period, the Customer will incur storage (including Insurance) charges for the stock of £100.00 per week up to 2 pallets, any additional pallets will be priced at £25 per pallet per week.

**9.8** MDV Enterprise Ltd accepts no liability if any damage is incurred to TV's or screens when the customer uses their own mounting brackets.

**9.9** MDV Enterprise Ltd accepts no liability if any damage incurs to TV's or screens on installation of thereafter as a result of inadequate wall, ceiling structure, or any other area to affix to.

**9.1.1** Any additional equipment or services not mentioned in the Order and or the Order Confirmation but is subsequently found to be required for the installation to proceed will be invoiced separately and immediate payment required. Any delays to this may result in the installation being cancelled and no refund will be issued for the installation. Re-visit charges may apply.

The logo for MDV Enterprise. The word "mdv" is written in a large, lowercase, rounded sans-serif font in a light purple color. Below it, the word "ENTERPRISE" is written in a smaller, uppercase, spaced-out sans-serif font, also in the same light purple color.

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## 10. Acceptance & Testing

**10.1** MDV Enterprise Ltd will test the functionality and performance of the System and will require the Customer to sign a Satisfaction of Completion form when these tests have been successfully completed. The Customer will nominate a representative to attend the acceptance tests. If there is no-one available on the customer site to perform the tests for acceptance, and sign-off the works, it will be tested by MDV Enterprise Ltd and photo/video images will be taken at the time to document that the testing has taken place and was working prior to MDV Enterprise Ltd leaving the site. The customer accepts that if they do not have a representative available to accept and test the system on completion, re-visit charges may apply.

**10.2** The Customer will accept the Installation of Services and System by signing the Satisfaction of Completion form provided by MDV Enterprise Ltd

**10.3** Acceptance will be deemed to have occurred 7 Business Days after the date of completion or 7 business days after receipt by the Customer of the Satisfaction of completion form, regardless of the customer signing and returning this back to MDV Enterprise Ltd. Unless the Customer (acting in good faith) serves a Rejection Notice **before** such date stating that there is a defect in the System.

**10.4** Any Rejection Notice must include a description of the reasons for the rejection to enable MDV Enterprise Ltd to rectify the identified defects.

**10.5** On receipt of any Rejection Notice, MDV will use all reasonable efforts to rectify the identified defect as soon as reasonable possible. The Customer accepts that defect may take time to rectify given the nature and MDV Enterprise Ltd will aim to resolve these defects within 30 business days after which the process set out in Clauses 10 will be repeated.

**10.6** The Customer agrees that they will promptly sign the Satisfaction of Completion Form and will not withhold signature;

**(a)** Where problems arise in the operation of this System after installation which would properly be dealt with under the Service Level Agreement;

**(b)** Where broadcast Digital TV is unavailable but Analogue TV is available;

**(c)** Where the Customer has not yet approved the Site Content created by MDV Enterprise Ltd.

**10.7** MDV Enterprise Ltd is entitled in any phased or staged installation to present a Satisfaction of Completion Form for any completed part of that installation, and the provisions of this Clause shall also apply to that Satisfaction of Completion form as if it was a Satisfaction of Completion form issued on completion of the total installation.

## 11. Additional Products and Services

**11.1** The Customer may order additional products and/or services from MDV Enterprise Ltd from time to time by issuing a written request with details of the additional products and/or services required. If the parties agree terms for the supply of such requested products and/or services, the Terms & Conditions of Sale Terms shall apply to such as if it were the original order. In some cases a Order Confirmation may be issued for any additional products and/or services, and if an Order Confirmation form has not been issued, MDV Enterprise Ltd.'s Terms & Conditions of Sale will come into effect once the order has been accepted.

**11.2** MDV Enterprise Ltd will notify the customer of any firmware upgrades released by the manufacturers if applicable to the customer, if a Support Level Agreement\* has not been entered into, charges may apply for these updates. The customer accepts that such updates may require each screen/TV being manually updated, and unless otherwise stated in the Support Level Agreement the customer will have to perform the updates themselves from the instructions provided from MDV Enterprise Ltd. If the customer requests MDV Enterprise Ltd to make these updates, the customer accepts that charges may apply.

**11.3** MDV Enterprise Ltd will offer System Enhancements to the Customer at prices to be determined by MDV Enterprise Ltd

**11.4** Any Upgrade or System Enhancement MDV Enterprise Ltd provides to the Customer, may be subject to a new Order Confirmation Form with an acceptance procedure, in which case will be prepared and carried out in accordance with Clauses 2 and 3.

**11.5** Any Upgrades or System Enhancement accepted by the Customer will become part of the System with effect from the commencement date.

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## 12. Payment & Charges

The Prices for the period from the Commencement Date shall be as set out in Order Confirmation.

**12.1** The Customer will pay the Total Order Value stated by MDV Enterprise Ltd according to the Payment Terms set out on the Order Confirmation Form.

**12.2** Other than where specifically agreed in the Payment Terms in the Order Confirmation or otherwise, invoices under this Agreement will be paid by the customer to MDV Enterprise Ltd within 3 Business Days of invoice date.

**12.3** All payments under the Order Confirmation will be paid according to the Payment Terms set out in the Contract Currency without withholding, counterclaim, set off, abatement or other deduction whatsoever.

**12.4** All sums set out in this Agreement are stated exclusive of Sales Tax also known as VAT which will be payable by the Customer at the then prevailing rate. Any import taxes and duties are payable by the customer **not** MDV Enterprise Ltd.

**12.5** MDV Enterprise Ltd is entitled to charge default interest on any amount not paid on its due date at the higher of the statutory rate applying in the Jurisdiction or 9% whichever is higher. Interest will accrue from the due date until payment in full and be payable on demand.

**12.6** Any and all Service Level or License Agreements and Direct Debit Mandates, included in the Order Confirmation, must be signed & returned to MDV Enterprise Ltd before the site or system goes live. Any delays to this will delay the installation date.

**12.7** By agreeing to a Direct Debit Mandate, the Customer is authorising MDV Enterprise Ltd to automatically collect payments from the customers bank account with their prior authorisation. MDV Enterprise Ltd may collect payments for additional orders via the mandate set up and MDV Enterprise Ltd will notify the customer that this payment method is being used. For re-occurring payments, including monthly maintenance, all invoices will be issued once the payment has been collected.

**12.8** For any other payment requests, a pro-forma invoice will be issued to the Customer, allowing payment to be made by direct bank transfer.

**12.9** MDV Enterprise Ltd reserve the right to increase their prices for Support Level Agreements, Maintenance Services and Hosting Services after the term has ended and will notify the customer giving them 1 calendar months' notice of the price increase.

**12.9.1** The prices stated on the Order Confirmation do **not** include the following;

- (a) Data Cabling
- (b) Technical Room wall plug socket (s)
- (c) Patch Panels
- (d) Cabinets for Technical Room and Patch Locations
- (e) Mains Power or Containment

- (f) Back-up power supplies
- (g) Spare equipment
- (h) Any other items MDV Enterprise Ltd should have been made aware of

**12.9.2** Prices stated on the Quotation Proposal have been calculated based on the following assumptions;

(a) The information provided by the Customer for the purposes of MDV Enterprise Ltd providing its Quotation is correct and applies to **all** Sites and rooms/location (s) where the Services are to be carried out and is confirmed by MDV Enterprise Ltd.'s survey of the Site(s) (but nothing shall oblige MDV Enterprise Ltd to carry out a survey of the Site(s) before the commencement of the Services) or confirmed when MDV Enterprise Ltd.'s personnel commence providing the Services at the Site(s)

(b) The Services will be carried out during the MDV Enterprise Ltd normal working hours (9:00am – 5:00pm – Monday to Friday). If the Services are required to be provided outside of the MDV Enterprise Ltd normal working hours this must be agreed by the parties in advance and may be subject to additional charges

(c) The sample rooms surveyed by the MDV Enterprise Ltd before the commencement of the Services (if such a survey is carried out) are representative of **all** of the rooms/areas in which the Services are to be provided, if this is not the case, the customer must make MDV Enterprise Ltd aware of such occurrences.

(d) The Customer provides MDV Enterprise Ltd with open access to all required Site(s) and all necessary rooms at the Site(s)

(e) The Customer provides MDV Enterprise Ltd access to a secure storage area

(f) MDV Enterprise Ltd can utilise on site waste removal unless otherwise agreed

(g) Power to the Goods (including any TVs, Digital Screens and/or modems) to be installed as part of the Services is available 24/7

(h) The WIFI signal level in the room(s) where the Goods are to be installed is sufficient to enable the Goods to come online and function correctly

(i) There are no faults on the IT network, e.g. cabling causing certain hotel rooms or public areas not to work/come online or be intermittent

(j) Sky equipment, cards and subscriptions will not be the responsibility, or at the cost of, the MDV Enterprise Ltd

(k) All mains power and compatible IPTV data networks are supplied by third parties and not by MDV Enterprise Ltd are compliant

(l) PMS interface computer or IP integration are supplied by third parties and not by MDV Enterprise Ltd. MDV Enterprise Ltd hold no liability of loss of services or data breaches.

(m) UPS is not included

**(n)** Conditional access systems equipment assumes compatibility with TV Encryption (where applicable) and that any other assumptions set out in the Quotation are correct. **\*(Assumptions list is not exhaustive)**

If any of the Assumptions prove to be incorrect (whether before or after delivery of the Goods and whether before or during the supply of the Services) or the Customer's requirements or specifications change, the prices / charges payable by the Customer shall be adjusted by MDV Enterprise Ltd and revised prices / charges notified to the Customer in writing. No further works will be carried out by MDV Enterprise Ltd until any charges have been settled in full.

**12.9.3** The cost of the Services will increase in the event that lack of room access results in MDV Enterprise Ltd.'s personnel having to stay on site longer than anticipated by MDV Enterprise Ltd for the purposes of producing its Quotation.

**12.9.4** In order to complete some services MDV Enterprise Ltd may need to interface with a third-party IT network provider and as a result a required information document will be sent to the customer and must be completed by the Customer before the Services can commence. However difficulties can still be incurred if any relevant third-party IT provider:

**(a)** Has given wrong information on what the network can do

**(b)** Requires payment from MDV Enterprise Ltd that MDV Enterprise Ltd had not previously been aware of or provided for in its Quotation

If any of the above occur and increase the MDV Enterprise Ltd's costs of supplying the Goods and/or Services the prices / charges payable by the Customer shall be adjusted by MDV Enterprise Ltd and revised prices / charges notified to the Customer in writing. No further works will be carried out by MDV Enterprise Ltd until any charges have been settled in full.

**12.9.5** MDV Enterprise Ltd reserves the right to increase the price of the Goods or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the MDV Enterprise Ltd or the supply of the Services by MDV Enterprise Ltd that is due to:

**(a)** Any factor beyond the control of MDV Enterprise Ltd (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs)

**(b)** Any request by the Customer to change the collection or delivery date(s), quantities or types of Goods ordered, or the Goods Specification or the dates for the supply of the Services or the Service Specification

**(c)** Any delay caused by any instructions of the Customer in respect of the Goods and/or the Services or the failure of the Customer to give MDV Enterprise Ltd adequate or accurate information or instructions in respect of the Goods and/or the Services.

**12.2.1** In respect of the supply of Goods only, MDV Enterprise Ltd shall invoice the Customer on or at any time after the Commencement Date. MDV Enterprise Ltd reserves the right to withhold delivery until the invoice has been paid in full.

**12.2.2** In respect of the supply of Goods and Services, MDV Enterprise Ltd shall invoice the Customer in accordance with the payment terms set out in the Quotation Proposal or if no terms

are set out in the Quotation:

**12.2.3** MDV Enterprise Ltd shall invoice the Customer on or at any time after the Commencement Date in respect of all Goods and MDV Enterprise Ltd reserves the right to withhold delivery until its invoice has been paid in full

**12.2.4** Unless otherwise agreed by the parties all prices quoted will be in pounds sterling and all invoices shall be raised in pounds sterling. If MDV Enterprise Ltd agrees to provide a Quotation Proposal in a currency other than pounds sterling then the Quotation Proposal shall be calculated by MDV Enterprise Ltd in the same way as it would produce a quotation proposal in pounds sterling and then it shall convert the pricing into the required currency (typically euros or dollars). MDV Enterprise Ltd shall calculate the exchange rate by reference to the daily spot exchange rate published by the Bank of England at the following website: [bankofengland.co.uk](http://bankofengland.co.uk) for the relevant currency. When MDV Enterprise Ltd raises its invoice in respect of the Goods and/or Services (or any part of them) if the exchange rate has changed since the date of the Quotation the price shall be re-calculated and its invoice raised based on the current exchange rate (calculated using the method set out above).

**12.2.5** The Customer shall pay each invoice submitted by MDV Enterprise Ltd:

(a) In the currency specified on the invoice

(b) Within 3 days of the date of the invoice unless otherwise specified in the Quotation proposal or Order Confirmation and

(c) In full and in cleared funds to a bank account nominated in writing by MDV Enterprise Ltd, and time for payment shall be of the essence of the Contract.

**12.2.6** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by MDV Enterprise Ltd to the Customer, the Customer shall, on receipt of a valid VAT invoice from MDV Enterprise Ltd, pay to MDV Enterprise Ltd such additional amounts in respect of VAT as are chargeable on the supply of the Services and/or Goods at the same time as payment is due for the supply of the Services and/or Goods.

**12.2.7** If the Customer fails to make a payment due to MDV Enterprise Ltd under the Contract by the due date, then, without limiting MDV Enterprise Ltd's remedies under clause 17 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 12 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

**12.2.8** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 13. Customer's Obligations

If MDV Enterprise Ltd.'s performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, consultants or employees, MDV Enterprise Ltd shall:

- (a) Not be liable to the Customer for such prevention or delay
- (b) Be entitled to payment of the Charges despite any such prevention or delay and
- (c) Be entitled to recover any additional costs, charges or losses the Supplier sustains due to such prevention or delay.

**13.1** The customer will ensure that the site is safe, free from obstruction and rooms are unoccupied or site not in use for the areas MDV Enterprise Ltd engineers need to use to provide installation services.

**13.2** During the Term the Customer will:

(a) Provide MDV Enterprise Ltd.'s employees and subcontractors with all reasonable access to and use of the Site, Site Systems and Site Equipment, Site Network and information and assistance to enable MDV Enterprise Ltd to comply with its obligations under this Agreement

(b) Provide MDV Enterprise Ltd with access to Customer's accounts and records as necessary to determine the Customer's compliance with this Agreement.

(c) Ensure that the Site Network (unless MDV Enterprise Ltd has taken on responsibility for this) and other Site Systems and the Site Equipment are compatible and interface with the System and are operated and maintained to enable efficient operation of the System and provision of the Services. In particular the Customer will not use or transmit any traffic on the Site Network which will impair the operation of the System

(d) Obtain and maintain any permissions required to install any satellite dishes or operate any televisions or the Services in the Site including and licences which need to be purchased by the customer. MDV Enterprise Ltd take no liability for advising the customer what licenses are required.

(e) Provide a Technical Room in the Site (to be clean, secure, dry, well ventilated and maintained at a temperature of between 15-20 degrees centigrade with a level of less than 50% humidity) and ensure that no unauthorised third party gains access to such Technical Room. MDV Enterprise Ltd expect that sufficient space and power plug sockets will be available to allow the installation for any hardware to be installed at the site.

(f) Ensure that no third party accesses, obstructs, covers, moves, tampers or interferes with any component of the System

(g) Provide MDV Enterprise Ltd with all electrical power, dedicated telephone lines and equipment as reasonably requested by MDV Enterprise Ltd or otherwise as necessary to install or operate the System and the hardware supplied.

(h) Ensure that the Site is stocked with sufficient spares of Televisions, Digital Screens or any other

Hardware recommended by MDV Enterprise Ltd

**(i)** Ensure the site does not dispose and replace failed items. This includes Rental Equipment. MDV Enterprise Ltd will authorise the customer to remove any Equipment installed if required.

**(j)** Provide MDV Enterprise Ltd.'s employees or subcontractors with free local accommodation, food and beverage during any onsite installation and maintenance works if said works require an overnight stay. This provision should include use of up to 4 rooms, parking, business phone facilities and meals each day (breakfast and evening meal) this is subject to site availability and length of required installation. If local accommodation is required by MDV Enterprise Ltd, MDV Enterprise Ltd will notify the Customer up to two weeks prior to installation or as soon as possible if installation is required less than two weeks after Agreement Date. Customer is also required to notify MDV Enterprise Ltd prior to installation if they are unable to provide such accommodation. If this is the case, Customer will incur a charge of £250.00 per engineer in order to cover the costs of accommodation and parking including meals each day. These costs must be paid in full prior to attendance

**(k)** Ensure that any hardware and system installed by MDV Enterprise Ltd is not used in any way (other than as specifically instructed by MDV Enterprise Ltd) which may affect the capacity or operation of the System and Hardware or the provision or quality of the Services

**(l)** Not access any part of the System without MDV Enterprise Ltd.'s consent

**(m)** Not create any security interest of any kind whatsoever on or over the System or any part of it or dilute any rights MDV Enterprise Ltd may have under this Agreement

**(n)** Obtain and maintain insurance cover with a reputable insurance company to cover:

- (i)** The replacement cost of the System and/or any component against loss or damage other than normal wear and tear or the wilful or negligent acts of MDV Enterprise Ltd or its subcontractors
- (ii)** Business interruption (including any Force Majeure event) which will or could affect the ability of the Customer to make payments due to MDV Enterprise Ltd under this Agreement
- (iii)** Product and public liability to levels typical of a Site of the size, classification and location of the Site and the Customer will, on request, provide MDV Enterprise Ltd with copies of all such insurance policies and related materials. All monies received by the Customer under such policies will be applied first in replacement or repair of the System, in payments of amounts due under this Agreement or in respect of any claim made against the Customer

**(o)** be responsible for any taxes or levies relating to the Retail Equipment and Rental Equipment and will make any required declarations to the competent authorities.

**(p)** The Customer shall not provide, nor allow any third party to provide, any service, equipment or platform which is capable of competing with the Services or the Platform. Any breach of this clause by the Customer will be deemed a material breach of this Agreement and MDV Enterprise Ltd will serve notice on the Customer to remedy this breach within 2 (two) weeks, failure of which will entitle MDV Enterprise Ltd to either;

- (i)** Proceed with Legal proceedings

- (ii) Terminate the Agreement (in which case the Early Termination Fee will be payable by the Customer)
- (iii) Increase the fees payable by the Customer to MDV Enterprise Ltd under this Agreement.

**13.3** Supply a risk assessment and method statement in respect of the Services to MDV Enterprise Ltd before the installation commences.

**13.4** keep all materials, equipment, documents and other property of MDV Enterprise Ltd (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain MDV Enterprise Ltd Materials in good condition until returned to MDV Enterprise Ltd, and not dispose of, or use MDV Enterprise Ltd Materials other than in accordance with MDV Enterprise Ltd.'s written instructions or authorisation.

**13.5** comply with any additional obligations as set out in the Service Specification and the Goods Specification

**13.6** comply with any other requirements set out in the Quote Proposal and Order.

**13.7** If MDV Enterprise Ltd performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default): without limiting or affecting any other right or remedy available to it, MDV Enterprise Ltd shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations, in each case to the extent the Customer Default prevents or delays MDV Enterprise Ltd.'s performance of any of its obligations

**13.8** MDV Enterprise Ltd shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from MDV Enterprise Ltd.'s failure or delay to perform any of its obligations as set out in this clause 2 and the Customer shall reimburse MDV Enterprise Ltd on written demand for any costs or losses sustained or incurred by MDV Enterprise Ltd arising directly or indirectly from the Customer Default.

## **14. Intellectual Property**

**14.1** MDV Enterprise Ltd and its licensors will at all times remain the owners of the Intellectual Property Rights.

**14.2** MDV Enterprise Ltd grants the Customer a single user, non-exclusive, non-transferable licence to use the Software to the extent necessary to receive the Services in the Site.

(a) The Customer will not:

(b) Use any part of the Software except as expressly set out in this Agreement

(c) Alter, obscure or remove any trademarks and/or notices affixed to the Software

- (d) Modify or alter any part of the Software nor merge it with any other software or system
- (e) Make more than one copy of the Software and then, only for security back up purposes
- (f) Except where expressly permitted by law, attempt to decompile, disassemble or reverse engineer or copy the Software contained within the System or attempt to do any of these things.

**14.3** The rights to use and adapt the System, the Software and the Portal set out in this Agreement describe the full extent of changes able to be made by the Customer without MDV Enterprise Ltd.'s specific approval in writing. MDV Enterprise Ltd will be entitled to remove or disable any unauthorised usage from time to time without notifying the customer.

**14.4** MDV Enterprise Ltd may, from time to time, use open source software to create parts of the System and to make System Enhancements. Such software is issued under licence from the GNU Project, BSD, Apache, The Free Software Foundation, and IBM. The Customer acknowledges that ownership of all Intellectual Property Rights and any other rights in such software are reserved entirely to the organisations who issue these licences. Copies of the relevant licences may be found at <http://www.opensource.org/licenses>.

**14.5** The Customer will immediately notify MDV Enterprise Ltd if it becomes aware of any actual, threatened or suspected infringement or third party claim in respect of the Intellectual Property Rights. Following any such notification, the Customer will, provide MDV Enterprise Ltd with all reasonably requested information and assistance so MDV Enterprise Ltd can protect and/or defend the Intellectual Property Rights against any such infringement, at no cost to MDV Enterprise Ltd. The Customer will not make any announcement or admission in respect of any Intellectual Property Rights claim.

**14.6** The customer may not share passwords and or grant access to the platform to any other party without consent from MDV Enterprise Ltd.

## 15. Warranties

**15.1** MDV Enterprise Ltd warrants to the Customer that:

- (a) It has the authority to enter into and carry out its obligations under this Agreement
- (b) It will use all reasonable care and skill and comply with all applicable laws and regulations in carrying out its obligations under this Agreement

**15.2** The Customer warrants that:

- (a) It has the authority to enter into and carry out its obligations under this Agreement the Customer further acknowledges to MDV Enterprise Ltd that it has specific authority under any franchise and/or management and/or similar contract to which the Site is subject to enter into a commitment of the nature set out in this Agreement for the duration of this Agreement or has obtained the requisite authority to do so
- (b) It will comply with all applicable laws and regulations in carrying out its obligations under this

## Agreement

**(c)** From the date of the Site Survey no alterations have been made to the Site or the Site Systems (save for alterations to the Site Network required under the Implementation Plan) which will or might affect the installation or operation of the System.

**(d)** Accept as expressly stated in this Clause 14, all other warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the maximum extent permitted by law.

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## 16. Liability

**16.1** Notwithstanding any other term in this Agreement, each party has unlimited liability for death or personal injury caused by its negligence.

**16.2** Neither party will be liable to the other for loss of profits, business, contracts, revenue, anticipated savings, goodwill, loss of or damage to data, business interruption, or any indirect or consequential loss or damage whether in contract, tort or otherwise, which arises under or in connection with this Agreement.

**16.3** Other than where specifically stated otherwise in this Agreement and save for amounts owing from either party under this Agreement from time to time (which shall not be limited by this Clause), each party's total liability in connection with this Agreement will not exceed £500,000 for any one claim or £1m in respect of all claims whenever made.

## 17. Term and Termination

**17.1** This Agreement starts on the Agreement Date also known as the commencement date.

**17.2** Unless terminated earlier by MDV Enterprise Ltd, this Agreement will continue for the Initial Term and thereafter until either party gives the other three months prior written notice to expire at the end of the Initial Term or any anniversary of the end of the Initial Term.

**17.3** The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction

**17.4** The other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business or the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

**17.5** Without affecting any other right or remedy available to it, MDV Enterprise Ltd may:

**(a)** Terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment or terminate the Contract by giving the Customer 7 days' written notice.

**(b)** Without affecting any other right or remedy available to it, MDV Enterprise Ltd may suspend the supply of Services or all further deliveries of Goods under the Contract, or any other contract between the Customer and MDV Enterprise Ltd, if the Customer fails to pay any amount due under the Contract on the due date for payment.

## 18. Consequences of Termination and or Early Termination and Suspension

**18.1** Either party may immediately terminate this Agreement by giving notice in writing to the other with immediate effect, if the other party:

- (a) Fails to pay any sum due under this Agreement within 40 days of the due payment date
- (b) Commits a material breach of this Agreement (and in the event of a material breach which is capable of remedy, fails to do so within 30 Business Days of written notice giving full particulars of the breach).

**18.2** MDV Enterprise Ltd may, by giving notice in writing to the Customer, suspend provision of the Services for any Customer breach of this Agreement which entitles MDV Enterprise Ltd to terminate this Agreement.

**18.3** Any such suspension will continue until the Customer has remedied the relevant breach in full.

**18.4** If MDV Enterprise Ltd serves notice to suspend provision of the Services, all MDV Enterprise Ltd's obligations under this Agreement will be suspended for the duration of the suspension but all MDV Enterprise Ltd rights and all Customer obligations (including, without limitation, all payment obligations) will continue in full force and effect during such period.

**18.5** Any notice served will take effect from the date of actual or deemed receipt by the recipient

**18.6** On termination of this Agreement the Customer will:

- (a) Immediately pay all amounts due and accrued to MDV Enterprise Ltd up to the Termination Date
- (b) Provide to MDV Enterprise Ltd, its agents or subcontractors access to the Site to enable MDV Enterprise Ltd to remove all Rental Equipment from the Site including, without limitation, any equipment integrated into any Retail Equipment

**18.7** If terminated by MDV Enterprise Ltd, immediately pay to MDV Enterprise Ltd the Early Termination Fee.

**18.8** On termination of this Agreement, MDV Enterprise Ltd will promptly remove all Rental Equipment from the Site and customer accepts that they will give full access to MDV Enterprise Ltd to remove the equipment and software promptly and allow MDV Enterprise Ltd to do this promptly.

## 19. Force Majeure

**19.1** If any party is affected by a Force Majeure event it will promptly notify the other party.

**19.2** Subject to the parties specific obligations neither party will be liable for any failure or delay in performing any of its obligations under this Agreement if the failure or delay is due to any Force Majeure event.

**19.3** A party may terminate this Agreement by giving notice to the other in the event that a Force Majeure event prevents the other party from performing its material obligations under this Agreement for a continuous period of 60 Business Days.

## **20. Assignment and Transfer**

**20.1** The Customer may not either as part of a sale of the Site or its business and assets or for any other reason novate, assign, transfer, sub-contract, sub-license, charge or otherwise dispose of any rights or obligations in this Agreement (each of the preceding events defined for the purpose of this clause as a "Disposal") without MDV Enterprise Ltd.'s prior written consent.

**20.2** In the event of any actual or attempted Disposal the Customer will remain responsible to MDV Enterprise Ltd for all obligations under this Agreement by both itself and by the third party to whom such Disposal is concluded (including without limitation payment of the Early Termination Fee).

**20.3** In the event of any Disposal, if the entity to whom the Disposal is made uses the System it will be deemed to have accepted the terms of this Agreement and be responsible for the obligations as if it were the Customer. No action or omission by MDV Enterprise Ltd after any Disposal will be deemed to constitute acceptance of or consent to the Disposal unless MDV Enterprise Ltd specifically indicates this in writing.

**20.4** MDV Enterprise Ltd may, by written notice to the Customer, novate, assign, transfer, sub-license, and charge or otherwise dispose of its rights and obligations in this Agreement to any of its Associates, to a funding bank or to any third party who acquires substantially all assets needed to perform MDV Enterprise Ltd.'s obligations under this Agreement. MDV Enterprise Ltd may without notice to the Customer assign its rights to all or any of the fees or revenues payable under this Agreement to any funding party from time to time.

**20.5** MDV Enterprise Ltd may sub-contract any of its obligations under this Agreement provided that it remains ultimately responsible to the Customer for complying with those obligations.

## **21. Maintenance, Support & Hosting Services**

**21.1** Where it is agreed that MDV Enterprise Ltd will provide on-going maintenance and support services in respect of the Goods, the customer has entered into the agreement as part of the Order Confirmation, the Support Level will be sent to the customer as part of the Quotation Proposal. The chosen level of support will be documented in the order Confirmation and will be in place for 12 months. After which the customer has the right to cancel, and three calendar months' notice must be given to MDV Enterprise Ltd in writing.

**21.2** Where it is agreed that MDV Enterprise Ltd will provide on-going hosting services in respect of the system, the customer has entered into the agreement as part of the Order Confirmation.

Hosting services will remain in place on-going and can only be cancelled after 12 months. After which the customer has the right to cancel, and three calendar months' notice must be given to MDV Enterprise Ltd. The customer must accept that upon termination of hosting services, the system will not work from the point of cancellation.

**21.3** The customer accepts that MDV Enterprise Ltd may apply price increases to their Maintenance and Hosting Services in line with the current financial climate, MDV Enterprise Ltd will give the customer one calendar months' notice of this increase.

**21.4** The customer accepts that MDV Enterprise Ltd may make changes to their Support Levels and any changes will be notified to the customer one month prior to that change coming into effect.

**21.5** The customer accepts the terms set out in the Support Level purchased as quoted on the Order Confirmation, if the customer wishes to amend the level of support purchased, they can request this to MDV Enterprise Ltd and the request will be considered by MDV Enterprise Ltd and any changes will require a new Support Level agreement to be completed and accepted.

**21.6** The customer must familiarise themselves with the Support Level and follow the instructions for requesting support. MDV Enterprise Ltd will endeavour to respond within the given time periods.

**21.7** The customer accepts that in some cases MDV Enterprise Ltd may not be able to resolve the support issue as quickly as they require, however MDV Enterprise Ltd will endeavour to ensure the matter is being dealt with by their support agents and the customer will be updated along the way up to resolution.



## 22. General Provisions

**22.1** All notices given in connection with this Agreement must be in writing, signed by an authorised person and sent to the relevant e-mail or postal address set out on the Order Confirmation Form. Any notice will be deemed received:

**22.2** When delivered by hand

**22.3** If sent by mail, at the time of receipt on the e-mail date

**22.4** If sent by recorded or special delivery, at the time of delivery receipt

**22.5** When sent by post on the 2nd Business Day following posting.

**22.6** During the Term and for two years afterwards both parties will keep confidential all information received or obtained in connection with this Agreement unless:

**22.7** Such disclosure is required to enable a party to comply with its obligations under this Agreement

**22.8** The information is now or subsequently comes into the public domain other than in breach of the Agreement

**22.9** It can be demonstrated by written record to have been known by the party using or disclosing it before that party acquired the same under this Agreement or

**22.1.0** It subsequently comes lawfully into the possession of the party using or disclosing it from a third party

**22.1.1** Disclosure is required by law or by a court of competent jurisdiction.

**22.1.2** This Agreement does not create any partnership, joint venture, agency or similar relationship between the parties.

**22.1.3** This Agreement is governed by English law. In the event of a dispute in connection with this Agreement, the parties submit to the exclusive jurisdiction of the English courts.

**22.2.3** This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement and supersedes any previous arrangements or agreements between the parties.

**22.2.4** No variation of this Agreement will be valid unless it is in writing and signed by or on behalf of all of the parties.

**22.2.5** Unless expressly agreed, no variation will constitute a general waiver of any provisions of this Agreement, nor will it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under this Agreement will remain in full force and effect, except and only to the extent that they are so varied.

**22.2.6** If and to the extent that any provision of this Agreement is held to be illegal, void or unenforceable, such provision will be given no effect and will be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.

**22.2.7** Waivers of any rights or remedies under this Agreement may only be given in writing. No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to this Agreement will impair the right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any right or remedy will preclude any other or further exercise of it or the exercise of any other right or remedy.

**22.2.8** Each party will comply with the provisions of the relevant data protection laws. The parties agree that, in relation to personal data of Guests, Customer is at all times the data controller and MDV Enterprise Ltd, the data processor.

**22.2.9** A person who is not a party to this Agreement (other than a bank or other person in favour of whom MDV Enterprise Ltd has created an interest in this Agreement or receivables arising pursuant to this Agreement by way of security as part of a financing transaction or an allowed or approved assignee or transferee under this Agreement) will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## **23. Specific Provisions - Digital TV and Signal**

**23.1** These terms apply if Customer has selected Digital TV as a product option in the Order Confirmation.

**23.2** MDV Enterprise Ltd will ensure that the End User can access the Digital TV Content via the on-screen menu in the Rooms providing MDV Enterprise Ltd has supplied the Digital Distribution Network. If the Digital Distribution Network has not been provided by MDV Enterprise Ltd, MDV Enterprise Ltd will use the existing Digital Distribution Network to connect too, and if this does not work, MDV Enterprise Ltd has no liability to ensure channels will broadcast.

**23.3** Customer acknowledges that it is fully responsible for the Digital TV Content and therefore agrees to ensure that:

**(a)** It obtains, maintains and complies with all licences, subscriptions and permissions required to receive and provide the Digital TV Content to End Users

**(b)** It provides MDV Enterprise Ltd with all decryption codes, cards and keys required to receive the Digital TV Content

**(c)** Unless otherwise agreed, it provides and maintains all aerials, antennas' and satellite dishes required to receive the Digital TV Content

**(d)** No other digital, cable, satellite or terrestrial provided content will be made available to End Users

**(e)** All Digital TV Content may be legally provided to End Users in the Rooms

**(f)** No Digital TV Content is reproduced, copied, distributed, interrupted or altered, except as expressly permitted by this Agreement and

**(g)** End Users are informed of any Digital TV Content which may not be suitable for children and that such content may be blocked by End Users at Room level by PIN or other parental control technology. Customer will be solely liable for obtaining, maintaining and complying with any subscriptions and/or licences required from, and paying all royalties and other fees due to, music performing right societies or other similar agencies and to collecting societies representing retransmission rights in respect of the communication to the public of the Digital TV Content provided under this Agreement in the Site. For the avoidance of doubt Customer's obligation extends to licences from the performing right societies representing both songwriters/music publishers and sound recordings owners, and extends to any copying of music that takes place in the course of providing the service. MDV Enterprise Ltd will clear all other rights in respect of the Digital TV Content.

**23.4** MDV Enterprise Ltd may alter or withdraw access to any or all of the Digital TV Content if required to do so by any law, regulation, broadcaster or competent authority or to protect the MDV Enterprise Ltd image or reputation.

**23.5** MDV Enterprise Ltd will use all reasonable endeavours to ensure access to the Digital TV Content under this Agreement, but cannot guarantee access to any specific content. More specifically, the Customer acknowledges that it is responsible for any costs incurred by MDV Enterprise Ltd as a result of a broadcaster changing the frequency and/or satellite for any Digital TV Content unless covered under the maintenance agreement.

**23.6** Unless otherwise set out in this Agreement, MDV Enterprise Ltd may not dictate the price at which Digital TV Content is supplied to End Users by the Customer. However, if a supplier of such content places any restriction on the manner in which such content is made available to End Users, MDV Enterprise Ltd shall be entitled to pass through such restrictions to the Customer, and the Customer shall be bound by them.

**23.7** If Digital Distribution Signal is supplied by MDV Enterprise Ltd, MDV Enterprise LTD will endeavour to ensure a clear signal picture is received, however the customer accepts that MDV Enterprise Ltd holds no liability for signal levels and picture quality.

**23.8** Channel availability will depend on the jurisdiction, MDV Enterprise LTD hold no liability to the channel availability if a channel package is purchased. MDV Enterprise Ltd will notify the customer if a channel is not available if purchased in a package, and the customer accepts no monetary value will be reimbursed back to them as MDV Enterprise Ltd has no control over broadcasting levels.

## **24. Hotel Management Services**

**24.1** These terms apply if the Customer has selected Site Management Services as a product option in the Product Schedule attached to this Agreement

**24.2** Site Management Services means a function enabling Site staff to communicate with each other using the televisions connected to the System.

**24.3** The Customer acknowledges that it is solely responsible for the Site's use of the Site Management Services.

**24.4** MDV Enterprise Ltd will not be held liable for any misuse or abuse of the Site Management Services by the Site Staff that may result in a third party suffering injury or loss.

**24.5** The Customer acknowledges that the End User Announcement and Promotional Ticker functionality which form part of the Site Management Services are not designed to replace any emergency facilities such as a fire alarm system in the Site and should not be used in place of any such emergency services.

**24.6** Should the Customer use the End User Announcement and Promotional Ticker functionality as an emergency service it hereby indemnifies and holds MDV Enterprise Ltd harmless from any and all liability relating to the operations and results of such use.

**24.7** MDV Enterprise Ltd is only responsible for the functioning of the End User Announcement and Promotional Ticker functionality when used for non-emergency information purposes.

## **25. Anti-bribery**

MDV Enterprise Ltd shall:

**25.1** comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010

**25.2** maintain during the period of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010 (<https://www.legislation.gov.uk/ukpga/2010/23/contents>), to ensure compliance with this clause 10, and will enforce them where appropriate

**25.3** promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by MDV Enterprise Ltd in connection with the performance of this agreement

**25.4** MDV Enterprise Ltd shall provide such evidence of compliance as the Customer may reasonably request.

**25.5** MDV Enterprise Ltd shall ensure that anyone involved with it in performing services or providing goods in relation to this agreement is subject to a written agreement which imposes on them substantially

## **26. Professional Service Terms – Site Content**

**26.1** These terms apply to the provision, customisation and/or hosting of Site Content by MDV Enterprise Ltd In accordance with paragraph 1 of the Product Schedule the Customer has ordered all or some of these Services.

**26.2** The Customer will be permitted to select the number of specific menu options on the user interface specified in the Product Schedule which will be linked to the Site Content, but limits may apply subject to the System chosen.

**26.3** The Site Content will be hosted by Third Party Providers on the Portal for which the customer will have access to the back end. The customer accepts that if there is a failure in the portal MDV Enterprise Ltd will work with the Third Party providers to get the portal back up and running and MDV Enterprise Ltd will be held to the SLA of the third party portal provider. MDV Enterprise Ltd will provide regular updates to the customer of any progress.

**26.4** The Site Content will be a walled garden experience to the End User and as such all external links will be disabled other than those to the content of authorised partners. Authorised content for this purpose include only (a) the Site's own site content (b) content of any chain of which the Site is part (c) content provided by third parties who provide travel related services such as car hire or airlines (d) content providing information on services local to the Site such as excursions

**26.5** If the Customer agrees to MDV Enterprise Ltd designing the Site Content, MDV Enterprise Ltd will build the Site Content in line with a specification agreed with the Customer. On completion of the design, MDV Enterprise Ltd will provide the designs to the Customer for approval before loading them into the Portal. If the Customer provides its own Site Content, this will be built by the Customer in line with MDV Enterprise Ltd.'s technical and other specifications provided from time to time.

**26.6** During the Term MDV Enterprise Ltd will host the Site Content in the Platform. Desired changes to the Site Content may be notified to MDV Enterprise Ltd from time to time and altered and charged on MDV Enterprise Ltd.'s price terms from time to time if not included in the Support Level Agreement.

**26.7** MDV Enterprise Ltd may suspend or withdraw Site Content if required to do so by any site owner, law, regulation or competent authority

**26.8** The Customer confirms to MDV Enterprise Ltd that the Site Content

**(a)** Will not infringe the copyright, trademark or other intellectual property rights, right of publicity or right to privacy of any third party

**(b)** Will not violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law and

**(c)** Will not be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, and invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable.

**26.9** MDV Enterprise Ltd may modify or remove any Site Content that it considers to be abusive, defamatory, in violation of the copyright, trademark right or other intellectual property right of any third party.

**26.1.0** MDV Enterprise Ltd shall issue an invoice in respect of its fees for providing these services and the Customer shall pay MDV Enterprise Ltd the Charges set out in such invoice within 20 days of the date of the invoice.

**26.1.1** All Intellectual Property Rights in the Site Content shall remain with the Customer. Other than this all Intellectual Property Rights in the Platform shall remain with MDV Enterprise Ltd

## **27. Confidentiality**

**27.0** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs.

**27.1** Each party may disclose the other party's confidential information:

**(a)** To its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or connected with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause.

**(b)** As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**(c)** No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or connected with this agreement.

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## 28. Notices

**28.** Any notice given to a party under or connected with this agreement shall be in writing and shall be:

**(a)** delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or

**(b)** sent by email to the address (or such other address as notified in writing by that party to the other)

**28.1** Any notice shall be deemed to have been received:

**(a)** if delivered by hand at the time the notice is left at the proper address

**(b)** if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service

**(c)** if sent by e-mail, at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 29. Sub-Contracting

The customer accepts that from time to time MDV Enterprise Ltd will appoint sub-contractors to fulfil the order.

## 30. Entire agreement

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 31. Severance

If any part of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant part shall be deemed deleted. Any modification to or deletion of such part under this clause shall not affect the validity and enforceability of the rest of this agreement.

## 32. Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) Waive that or any other right or remedy.
- (b) Prevent or restrict the further exercise of that or any other right or remedy.

## 33. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties.

## 34. Third party rights

This agreement does not give rise to any rights under the Contracts (Third Party Rights) Act 1999 to enforce any of its terms.

## 35. Disposal of Rubbish and Cleaning Services

**35.1** MDV Enterprise Ltd is not responsible for cleaning the room/area during or after installation, it is expected the site instructs a cleaning service on the completion of the installation. If this is a service required from MDV Enterprise Ltd, the customer must notify MDV Enterprise Ltd of this, to allow MDV Enterprise Ltd to provide a quotation of these costs accordingly, which will need to be paid for in full by the customer, prior to attendance to site.

**35.2** Customer accepts that unless the service has been purchased from MDV Enterprise LTD, all rubbish will be left on site. Standard procedure is to leave rubbish in the room, if you wish for the rubbish to be left in any other location, this must be agreed in writing prior to installation and customer acknowledges that additional charges may apply.

## 36. Miscellaneous

**36.1** On termination of this Agreement, for whatever reason, MDV Enterprise Ltd will be entitled to access all hardware in the Site to remove MDV Enterprise Ltd.'s all hardware including digital cards or digital set top boxes installed in or connected to such televisions/screens.

**36.2** Customer acknowledges that MDV Enterprise Ltd procures Entertainment Content from third party suppliers under licence. MDV Enterprise Ltd will use all reasonable endeavours to ensure continuity of supply of such content, but cannot guarantee the supply of any specific content.

**36.3** MDV Enterprise Ltd may freely subcontract its obligation to supply any Entertainment Content to Customer under this Agreement provided that the quality and quantity of such content is not materially affected.

**36.4** Customer acknowledges that the speeds at which certain Services are delivered to the Rooms are dependent on variables such as size of the DSL Line and network traffic in the Site. The Customer accepts that during peak hours delivery of Services to Rooms may be slower.

**36.5** Unless otherwise set out in this Agreement, MDV Enterprise Ltd may not dictate the price at which Entertainment Content is supplied to End Users by the Customer. However, if a supplier of such content places any restriction on the manner in which such content is made available to End Users, MDV Enterprise Ltd shall be entitled to pass through such restrictions to the Customer, and the Customer shall be bound by them.

**36.6** Customer acknowledges that only third party equipment approved by MDV Enterprise Ltd or third party equipment that meets any specifications provided by MDV Enterprise Ltd shall be used with the System. Customer is solely liable if it uses any third party equipment not approved by MDV Enterprise Ltd and will indemnify and hold MDV Enterprise Ltd harmless from all loss, damage, expense, or liability in connection with such use.

**36.7** MDV Enterprise Ltd will use all reasonable endeavours to ensure access to TV Content under this Agreement, but cannot guarantee access to any specific content. More specifically, the Customer acknowledges that it is responsible for any costs incurred by MDV Enterprise Ltd as a result of a broadcaster changing the frequency and/or satellite for any TV Content this includes instances where additional equipment or new Televisions may be needed to continue the provision of such TV Content under this Agreement.

**35.8** In the event of any regulatory or legislative change which affects MDV Enterprise Ltd.'s ability to perform the Services, MDV Enterprise Ltd may, withdraw in order to comply with its obligations subsequent to such change:

- (a) Impose additional conditions and obligations on the Customer
- (b) Amend or alter the Services to the extent necessary to comply with such changes.

The Order Agreement – Pre-Requisites, forms part of the Terms and Conditions of Sale.

\*Support Level Agreement has different tier levels. The services provided by MDV Enterprise Ltd will be dependent on the Support Tier Level purchased.