

avail service +

Mersive Enhanced Services Value Add Services from AVail



mersive
technologies inc



audio visual
material

www.avmltd.co.uk

Introduction

AVail has developed a range of technical services and enhanced hardware warranties to work alongside Mersive's standard operating warranties.

Our engineering support team has been extensively trained in the use of Mersive Solstice solutions and is ready to assist our customers with support during pre-sales, installation, and after-sales.

Our range of support services include our free 90-day support package and as standard we offer you the following benefits and services:

- ✔ Pre-Sales support
- ✔ Free 90 days email and telephone 1st line support worth £95.00
- ✔ Demo units available upon request
- ✔ Firmware updates prior to shipment
- ✔ Hardware activation prior to sale

Our pre-sales support will be responsible for supplying you all your pre-sales requirements such as deployment guides, API, user guides as well as other technotes.

We can also arrange demo units to be dispatched to you as part of your sales process.

All of our PODs are firmware updated prior to sale and we will also activate your license prior to you receiving your unit saving you time on site avoiding the registration process.

Why buy from AVM?

- ✔ All our staff are Mersive Certified
- ✔ Healthy stocks available
- ✔ A highly experienced sales team
- ✔ Committed to providing the best customer service
- ✔ Credit and leasing options available

Why AVail Enhanced Warranties?

All Mersive Solstice PODs come with a 3 year return to base warranty as standard but for peace of mind for you and your end users we have a range of enhanced support packages enabling up to 5 years total support including next working day* hardware exchanges in the event of a failure.

*Terms and Conditions Apply

For **Mersive PODs** the following range of enhanced warranties are available.

SKU	Description
AVailSupport-1YEAR	1Yr AVail Total Support Plan
AVailSupport-2YEAR	2Yr AVail Total Support Plan
AVailSupport-3YEAR	3Yr AVail Total Support Plan
AVailSupport-4YEAR	4Yr AVail Total Support Plan
AVailSupport-5YEAR	5Yr AVail Total Support Plan

AvailSupport-1YEAR

1 Yr hardware warranty inc 2hr SLA, next working day hardware swap** UK mainland only (Northern Ireland, Scotland 2-3 days), 1yr Remote Support & Activation 09:00 – 17:00 hrs exc Bank Holidays

AvailSupport-2 YEAR

2 Yr hardware warranty inc 2hr SLA, next working day hardware swap** UK mainland only (Northern Ireland, Scotland 2-3 days), 2yr Remote Support & Activation. 09:00 – 17:00 hrs exc Bank Holidays

AvailSupport-3 YEAR

3 Yr hardware warranty inc 2hr SLA, next working day hardware swap** UK mainland only (Northern Ireland, Scotland 2-3 days), 3yr Remote Support & Activation. 09:00 – 17:00 hrs exc Bank Holidays

AvailSupport-4 YEAR

4 Yr hardware warranty inc 2hr SLA, next working day hardware swap** UK mainland only (Northern Ireland, Scotland 2-3 days), 4yr Remote support & Activation. 09:00 – 17:00 hrs exc Bank Holidays

AvailSupport-5 YEAR

5 Yr hardware warranty inc 2hr SLA, next working day hardware swap** UK mainland only (Northern Ireland 1-2 days), 4 & 5 yr Remote support & Activation. 09:00 – 17:00 hrs exc Bank Holidays.

****Please note:** Next working day applies to dispatch time not arrival time, and begins from when a support call and support ticket is received before 12 noon.

Special rates exclusive for our 5yr Education customers

SKU	Description
AVailSupport-5 YEAR	5Yr AVail Total Support Plan for SGE and Unlimited Edition Education only

AVailSupport-5 YEAR Education Only

5yr Hardware Warranty inc 2hr SLA, 5yr next business day hardware swap UK mainland only (Northern Ireland, Scotland 2-3), 4 & 5 yr Remote support & Activation. 09:00 – 17:00 hrs exc Bank Holidays Activation of Pod prior to shipment.

Prices available by request, please speak with your sales person.

****Please note:** “Next business day hardware swap” means dispatch day not date of receipt. Terms and Conditions apply.

How to obtain support

- 1) To obtain support please email

Mersive@avail-support.com

Please include date of purchase, serial number, and detailed fault description to help our engineers prepare for your call.

- 2) Our team will be in touch within 2 business hours to discuss your requirements and assist. We may require use of desktop sharing tools to evaluate your fault.
- 3) Our operating hours are 09:00 to 17:00. Emails received outside of these hours will be actioned on Next working day.
- 4) Should we find that your product is faulty, subject to final approval from Mersive 2nd line support, we will prepare a replacement unit for you or plan for your unit to be returned for repair.
- 5) **Subject to credit terms and conditions** during 90-day support or whilst under our enhanced service agreement, Northamber customer services will arrange and invoice the replacement of the faulty unit.
- 6) Latest cut off point 12:00 midday.
- 7) We will arrange collection of the faulty item as soon as you have completed installation
- 8) A credit note will be issued once the POD is received back at Northamber subject to confirmed fault as described.

TERMS AND CONDITIONS

Mersive Technologies Inc.

Support Services Terms and Conditions

1. Definitions

“We” / “we”, our/ “our” or “Us” / “us” / Northamber means Northamber Plc

“AVM” means Audio Visual Material Limited, a wholly owned subsidiary of Northamber Plc.

“Price” means the payment made by You to us in consideration for this extended support;

“Extended support” means the support services provided by Us as explained below.

“AvailSupport” means one of the five support packages referred to below in clause 3 of these Terms and Conditions.

“The Manufacturer” means Mersive Technologies Inc., Denver, CO, USA.

“The Manufacturer’s specification” means the specification published by the Manufacturer in relation to the Product supplied to You by Northamber.

“Product” means the product made by the Manufacturer.

“Services” means the services that Northamber will provide under these Terms and Conditions.

“Working day” means the hours between 9.00am and 5.00pm, Monday to Friday, excluding any national bank or public holidays in the UK or the Republic of Ireland and any days falling between Christmas and New Year;

“Working hour” means any hour in the Working day;

“You” / “Your” means the person who has purchased the Services;

“Your specified address” is the address given to Us by You as the location of the Product covered by the service.

2. Introduction

These Terms and Conditions govern the terms for the supply by Northamber Plc of Services to You. If You purchase a Product from Us or from AVM and You enter into an agreement with Us for the purchase of Services in respect of that Product, and the Product requires technical support or fails to operate in accordance with the Manufacturer’s specification, we will provide the Services to You.

This is not a policy of insurance. Nor is it a warranty, guarantee or other promise that the Product supplied will not fail. Nor is it a representation that the Product supplied meets any particular quality standard. This does not extend the rights You obtained in this respect at the time You bought the Product. By entering into an agreement for Services we accept no additional liability in respect of defects in the Product but only agree to provide the Services as described.

3. Services

The following AvailSupport packages are available:

- AvailSupport-1YEAR 1 year hardware swap out and technical support service
- AvailSupport-2YEAR 2 year hardware swap out and technical support service
- AvailSupport-3YEAR 3 year hardware swap out and technical support service
- AvailSupport-4YEAR 4 year hardware swap out and technical support service
- AvailSupport-5YEAR 5 year hardware swap out and technical support service

AvailSupport packages can only be purchased from Us at the same time as You purchase Your Product from Us or from AVM.

4. Services activation and duration of Services

- i. AvailSupport is activated at the point of invoice of a Product purchase and the purchase of an AvailSupport package. We will only begin to provide You with Services when You have provided us with the serial number of the product requiring support and we have verified that the Product was purchased from Us. Before accepting Northamber's offer to provide Services, You should read these Terms and Conditions so that You are clear about the Services to be provided, the scope of Northamber's liabilities to You, and Your responsibilities.
- ii. We will not begin to provide any Services unless a valid serial number is provided to Us and we have confirmed that the Product and correct support package has been purchased from Us or from AVM as the case may be. The serial number is located on the Product hardware. It can be found on the loading screen when a unit is rebooted after installation or on the physical hardware device.

5. Duration of Services

Service Period (years) Duration of Service

1

The 1-year swap out provides support and Product replacement cover for a period 365 days from the date the Product was purchased new from Northamber or AVM limited to a maximum of 3 hardware replacement claims during this period.

2

The 2-year swap out provides support and Product replacement cover for a period 730 days from the date the Product was purchased new from Northamber or AVM limited to a maximum of 3 hardware replacement claims during this period.

3

The 3-year swap out provides support and Product replacement cover for a period 1095 days from the date the Product was purchased new from Northamber or AVM limited to a maximum of 3 hardware replacement claims during this period.

4

The 4-year swap out provides support and Product replacement cover for a period 1460 days from the date the Product was purchased new from Northamber or AVM limited to a maximum of 3 hardware replacement claims during this period. 5

5

The 5-year swap out provides support and Product replacement cover for a period 1825 days from the date the Product was purchased new from Northamber or AVM limited to a maximum of 3 hardware replacement claims during this period.

6. Right to amend Services

You accept that Northamber reserves the right in its discretion to amend or vary these Terms and Conditions but not so as to deprive you substantially of the benefits provided under these Terms and Conditions.

7. Territory

The Services are only available within the United Kingdom. The Product must be situated within mainland UK for next working day replacement (if applicable). Replacement in Scotland, Northern Ireland or any islands not having a direct road connection from the mainland UK to them including the Isle of Wight are subject to two to three working day replacement and may be subject to a surcharge to cover any additional costs of delivery that we incur.

8. What is provided

The Services are an addition to the Manufacturer's standard warranty service provided with the Product. The Services to be provided will depend upon the AvailSupport package that You have purchased. If you have a problem with a Product, you should send an email to

Mersive@avail-support.com

providing the serial number of the Product and full details of the fault with the Product.

We will endeavour to respond within 2 working hours.

If your Product is covered by an AvailSupport package, we will then triage the issue via technical support methods such as telephone, video calls and remote desktop viewing services and advise you whether we, on the advice of the Manufacturer, consider that the Product should be replaced (see clause 9 below).

Where we state a timescale for the replacement of a Product, or the collection, return of a Product, we will use our best endeavours to meet those stated timescales which may depend upon matters outside our control.

Please note: Next working day applies to dispatch time not arrival time, and begins from when a support call and support ticket is received before 12 noon.

9. Replacement, collection and return

If a replacement is approved under clause 8, we will arrange for the replacement for your Product to be dispatched to Your specified address the next working day, or the second or third working day, depending upon Your specified address, in accordance with the territory provisions in clause 8 above. You must make the faulty Product available for collection during Working Hours. Any replacement for your Product will be equivalent or the nearest equivalent available to your Product being replaced. Provision of a replacement for your Product is subject to availability of the Product or its nearest alternative. It is Your obligation to set up your replacement Product.

We will aim to arrange to collect the faulty Product from Your specified address within 7 working days.

Please note: Next working day applies to dispatch time not arrival time, and begins from when a support call and support ticket is received before 12 noon.

The timescales quoted are target times only and are not guaranteed. We accept no liability for any costs or expenses You might incur, or losses You might suffer if these target times are not met. We endeavour to resolve any technical support ticket in a timely and reasonable manner.

10. What is not provided

The Services do not cover:

Routine maintenance and cleaning or parts replacement due to wear and tear; replacing of accessories or consumables; programming, graphics and commissioning Services; setting up the Product on site. An AvailSupport package is required for access to technical support on this Product; calibration of other Products which may be connected to or used with the Product or with the replacement Product; damage or defects caused by use, operation or treatment of the Product inconsistent with normal use; damage or changes to the Product arising from misuse, including but not limited to physical, cosmetic or surface damage, failure to install or use the Products for its designated purpose or in accordance with the manufacturers / our instructions; failure to maintain the Product properly and in accordance with the manufacturer's instructions; modification to the Product; the use of options, parts or consumables which are not sourced from Northamber or AVM, misuse, including any use outside the Product's specification, excessive or inappropriate use, or use in an adverse or abnormal environment, virus infections or use of software/s not provided with the Product or incorrectly installed software/s; repair or attempted repair by unauthorised and non-accredited persons; neglect; mishap, fire, liquids, chemicals, other substances, flooding, vibrations, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lightning, other external forces and impacts, damage to the glass panel on the front screen of a panel, power overloads.

Please note: Northamber and AVM accept no responsibility for ensuring any particular performance when the Product is used in combination with other equipment and software/s. Northamber will endeavour to establish by email only, that the Product and the fault reported are covered by Your agreement. However, if the engineer, Northamber, AVM or the Manufacturer is asked to replace equipment other than the covered Products (or one from which the serial number has been removed or tampered with), or if the fault is one excluded from cover or troubleshooting has not been attempted, Northamber will charge You for all costs incurred. If these costs are not paid in full within 28 days, Your entitlement to Services will be terminated. If You wish the engineer / Service Centre to proceed with a replacement which is not covered by the Services agreement You must agree to revised terms with Us, raise a purchase order and authorise payment to Us at that time.

11. Limitations of Liability

Subject to sub-paragraphs (a) and (b) below Northamber and AVM do not accept any liability for any consequential loss or damage, loss of use of the Product or other items or loss of sales, profits or opportunity You may suffer in the event of a breach of contract or breach of duty or otherwise on the part of Northamber or AVM. If You think a failure by Northamber to provide the Services may cause You losses of this kind and it is important to You to protect against them, You should either take out appropriate insurance or contact Northamber to discuss individually negotiated terms at a premium price. Northamber and AVM hereby limit their liability arising from the agreement to provide Services to the Price.

Notwithstanding the above, nothing in this agreement shall limit or exclude Northamber PLC liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation or wilful default; and
- (c) any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

12. Cancellation of Services

You cannot cancel or get a refund for in respect of the Services (such as maintenance, repair and training Services) once we start performing the Services. You will also not be able to cancel any extended or enhanced services that you have purchased once You have started using the Services.

The Services will automatically be cancelled if You submit a claim You know to be false, fraudulent or a misrepresentation.

13. Transferring Your Extended Support

a. To other equipment

You cannot transfer Your extended support to any other equipment except where we authorise, in writing, the transfer of the outstanding support to replacement Products.

b. To a third party

You cannot transfer the benefit of Your extended support to a third party without our consent in writing which shall be in our absolute discretion.

12. Governing Law

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction.

13. Call Recording

Calls may be recorded for training, quality improvement and security purposes in accordance with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (or any amendment thereof).

14. Force Majeure

We shall not be under any liability for any failure to perform any of our obligations under the Agreement due to events over which we have no control ("Force Majeure") including but not limited to the following non-exhaustive list of events such as: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorist atrocities, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes; difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery; non-performance by suppliers or Service Providers undergoing an Insolvency Event; shortages in the availability of personnel caused by epidemic or pandemic; Economic Recession.

15. Entire agreement

These Terms and Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between You and Us, whether written or oral, relating to its subject matter.

You acknowledge that in entering into this agreement You do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions.

You acknowledge and agree that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.