ES BROADCAST HIRE

TERMS OF BUSINESS

USA

LEGAL NAME OF ENTITY ("CLIENT")

Entity Name:

Doing Business as:

Website:

Mailing Address:

Street:

City, State, Zip Code:

PERSON WITH AUTHORITY TO BIND CLIENT ("AUTHORIZED REPRESENTATIVE")

Name:

Telephone No.:

E-mail:

Facsimile:

ADDRESS WHERE EQUIPMENT OR SYSTEM IS TO BE DELIVERED ("SITE")

Address As Above: ☐

Company Name:

Street:

City, State, Zip Code:

ES Broadcast Representative:

Response to Quotation No.:

Order No.:

Date:

1 Agreement

This Equipment Agreement together with all appendices, exhibits, the Order (as defined below) and schedules attached or referenced hereto (collectively, the "Agreement") contains the terms and conditions on which ES Broadcast Hire, Inc., a company formed under the laws of the State of Delaware with a registered address of 251 Little Falls Drive, Wilmington, DE 19808 ("ES Broadcast") agrees to:

a. supply new, used and/or ex-demonstration broadcast equipment, together with any parts, accessories, manuals and instructions provided for it, as well as any substitutions or replacements (the "Equipment") to Client as further described and set forth in the Equipment and Service Order (the "Order"); and

b. if elected, deliver, install, integrate and test the Equipment and related hardware and software ("Software" and collectively with the Equipment and related hardware, the "System") and provide any related System integration services (collectively, the "Services"), as more particularly specified in the Order.

All prior negotiations, proposal and writings pertaining to this Agreement or the subject matter thereof, are superseded hereby. Any reference to a quotation, bid or proposal does not imply acceptance of any terms, condition or instruction contained in such document unless expressly stated otherwise on the Order. In the event of any ambiguities, express conflicts or discrepancies in the documents referenced in any Order and this Agreement, the parties agree that this Agreement will supersede. No variation to the terms of this Agreement shall be binding unless agreed in writing between the authorized representatives of ES Broadcast. All headings and numberings contained in this Agreement are for convenience of reference only. The capitalized term "Equipment" used herein shall include both Rental Equipment and Purchased Equipment (as each defined below).

2 Rental Terms and Conditions

The additional terms and conditions governing the rental of any Equipment are set forth on Appendix 1 ("Rental Equipment") and incorporated herein by reference. Client expressly agrees that it has read and understands the additional rental terms set forth on Appendix 1 and agrees to be bound thereby.

3 Purchase Terms and Conditions

The additional terms and conditions governing the sale and purchase of any Equipment are set forth on Appendix 2 and incorporated herein by reference ("Purchased Equipment"). Client expressly agrees that it has read and understands the additional sale terms set forth on Appendix 2 and agrees to be bound thereby.

4 Service Terms and Conditions

The additional terms and conditions governing the Services are set forth on Appendix 3 and incorporated herein by reference. Client expressly agrees that it has read and understands the additional service terms set forth on Appendix 3 and agrees to be bound thereby.

5 Quotes; Orders; and Acceptance

a. Any quotes or estimates ("Quotation") provided by ES Broadcast to Client shall not constitute an offer and are only valid for a period of thirty (30) days from the issue date or any other date as indicated in the Quotation provided by ES Broadcast.

b. Any Equipment or Services requested by Client shall be submitted via Order to ES Broadcast. Any Order accepted by ES Broadcast constitutes an agreement by ES Broadcast to provide the Equipment and Services strictly in accordance with this Agreement. Client shall be solely responsible for ensuring the accuracy of the Order submitted by Client.

c. ES Broadcast will notify Client as soon as reasonably possible if it does not accept an Order. In such case, ES Broadcast will endeavor to suggest alternative Equipment or Services. Client reserves the right to accept or reject such alternatives or substitutions.

d. Upon acceptance of an Order, ES Broadcast will provide Client with an estimated date of delivery of the Equipment ("Delivery Date") and estimated date for completing the Services ("Completion Date").

e. ES Broadcast reserves the right at any time prior to delivery of the Equipment, to:

i. increase the Rental Fees or Service Fees (as defined in Section 6 below to reflect any increase in costs to ES Broadcast due to any factor beyond the control of ES Broadcast (such as, without limitation, alteration of duties, significant increase in the cost of labor, materials or other costs); and

ii. change Delivery Dates, Completion Dates, quantities or specifications for the Equipment or Services as a result of any delay caused by the failure of Client to give ES Broadcast adequate information or instructions.

f. Any request by Client to change the Order must be submitted to ES Broadcast in writing, including by email ("Change Order"). ES Broadcast is not required to accept any Change Order. If ES Broadcast is able to accommodate the Change Order, then it will advise Client of any increase or decrease in price, costs and estimated revised Delivery Date and Completion Date, if applicable. ES Broadcast is not required to implement any Change Order until Client accepts the modified terms.

6 Purchase Price and Fees

The:

a. purchase price for any Purchased Equipment ("Purchase Price");

b. rental rates, fees and other costs ("Rental Fees") for any Rental Equipment; and

c. service fees, costs and expenses for any Services to be provided under the Agreement ("Service Fees")

shall be set forth in each Order.

The Rental Fees are firm only for the agreed upon Rental Term (as defined in Appendix 1) after which time ES Broadcast may increase the Rental Fees immediately upon written notice. Any amounts payable under this Agreement are exclusive of any applicable value added tax and any other applicable taxes and duties or similar which Client shall be additionally liable to pay to ES Broadcast.

7 Terms of Payment

Subject to any special terms agreed in writing between Client and ES Broadcast, ES Broadcast shall invoice Client on, or at any time after, the Delivery Date or Completion Date, as applicable. Any ongoing Rental Fees or Service Fees shall be invoiced in advance on a monthly basis. ES Broadcast reserves the right to require a deposit or upfront payment of the Purchase Price, Rental Fees and Service Fees. Client shall pay all amounts due without any set-off, counterclaim, deductions or withholding on the terms agreed to in the Order. Time is of the essence for payment. Receipt for the payment shall be issued only on request. If Client fails to make any payment on the due date then, without limiting any other rights to remedies available to ES Broadcast, ES Broadcast may:

a. terminate the Agreement or suspend any further deliveries or Services to Client; and/or

b. charge Client interest (both before and after any judgment) at the lower of:

i. the maximum amount allowed under applicable law;

ii. five percent (5%) per annum above the base rate of wells fargo and company from time to time, until payment in full is made (part of a month being treated as a full month for the purpose of calculating interest). Client must contact ES Broadcast within fourteen (14) days of the date of the invoice if it disputes any amounts. No interest is due on the disputed amount until the dispute is resolved, provided Client shall promptly pay the undisputed amount. Once the dispute is resolved, ES Broadcast reserves the right to charge interest on correctly invoiced sums from the original due date.

8 Delivery

a. Delivery of the Equipment shall be made by:

i. the client or its agent collecting the Equipment at ES Broadcast's premises; or

ii. ES Broadcast or its agent delivering the Equipment to the Site. Client is responsible for all costs of shipping and transportation charges associated with the delivery of the Equipment. If no one is available at Client's address to accept delivery and the Equipment cannot be delivered, then ES Broadcast will provide instructions to Client on rearranging delivery. It is Client's responsibility to re-arrange delivery. ES Broadcast may charge Client for storage costs and any further delivery costs. If Client does not re-arrange delivery or cooperate with delivery despite ES Broadcast's reasonable efforts, then ES Broadcast may terminate this Agreement pursuant to Section 16(a).

b. If ES Broadcast is unable to provide the Equipment or Services on or before the Delivery Date and Completion Date specified in the Order, then ES Broadcast will notify Client as soon as reasonably possible. ES Broadcast will have a fourteen (14) day period in which to cure any delay after which Client may terminate the delayed portion of the delayed Order. Client's sole remedy for failure to meet the Delivery Date or Completion Date shall be the refund of any Purchase Price, Rental Fees or Services Fees paid in advance for Equipment or Services not received. The right to cancel the Order does not arise if the delay is as a result of Client's acts or omissions.

9 Equipment

All Equipment is manufactured by third parties and may be supplied in new, used or ex-demonstration condition. ES Broadcast will specify in any Quotation for Purchased Equipment the condition of the Purchased Equipment (including whether new, used or ex-demonstration), as well as the manufacturer of such Equipment. Any images of the Equipment on ES Broadcast's websites, brochures or other promotional, sales or marketing materials are for illustrative purposes only. Although ES Broadcast has made every effort to display the colors, components and features accurately, ES Broadcast cannot guarantee that a device's display of the colors accurately reflects the color of the Equipment. Client's Equipment may vary slightly from those images. The packaging of the Equipment, particularly Equipment in a used or ex-demonstration condition, may vary from that shown in images on ES Broadcast website and/or in brochures.

10 Software

When applicable, ES Broadcast shall use reasonable efforts to provide the required version of any software related to the Equipment ("Software"), however, it is Client's sole responsibility to ensure any equipment, system and/or network compatibility unless otherwise agreed in writing in advance. All Software is provided on an "as is" basis and ES Broadcast does not warrant or guarantee that Client's use of the Software will be uninterrupted or error-free. Client agrees:

a. not to copy the Software;

b. not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

c. not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things;

d. to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

e. to include our copyright notice on all entire and partial copies of the Software in any form;

f. not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from ES Broadcast; and

g. to comply with all applicable technology control or export laws and regulations.

11 Client Cooperation and Information Obligations

ES Broadcast may require certain information from the Client to supply the Equipment and Services. If Client does not provide such information within a reasonable time of request, or if Client provides incomplete or incorrect information, then ES Broadcast may terminate the Order pursuant to Section 16(a) or modify the fees and costs charged to compensate it for any additional work or delay. ES Broadcast disclaims all liability resulting from Client's failure to cooperate or to promptly and accurately provide required information. Further, Client agrees that it will:

a. not, without ES Broadcast's prior written consent, allow any person other than an ES Broadcast representative or agent to modify, repair, patch, alter, change or maintenance any part of the Equipment or System during the System Warranty Period as set forth on Appendix 3;

b. grant ES Broadcast's employees, agents, representatives and contractors reasonable access to Client's Site, Equipment and existing system(s); and

c. cooperate with ES Broadcast to allow it to carry out the Services, including provision of information and data, making available suitably qualified employees and contractors and, subject to ES Broadcast's compliance with Client's reasonable security requirements, provide direct or remote (as ES Broadcast reasonably requests) access to Client's existing systems, Equipment and Site for the purpose of carrying out diagnostics and correction of defects. If access is remote, Client and ES Broadcast will comply with any additional (reasonable) requirements for security and encryption techniques or software, which Client or ES Broadcast may specify.

12 Suspension of Services or Delivery of Equipment

ES Broadcast may suspend the supply of Equipment or Service:

a. to address technical problems or make technical changes to the Equipment, Software or System;

b. to update the Equipment or Services to reflect changes in industry standards, relevant laws and regulatory requirements;

c. to evaluate or implement a Change Order; and

d. upon breach of this Agreement by Client.

13 Disclaimer of Damages

IN NO EVENT SHALL ES BROADCAST BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THE AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CLIENT OR COULD HAVE BEEN REASONABLY FORESEEN BY THE PARTY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14 Limitation of Liability

EXCEPT FOR DEATH OR BODILY INJURY RESULTING FROM ES BROADCAST'S ACTS OR OMISSIONS, IN NO EVENT SHALL ES BROADCAST AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE LEASE OR SALE OF THE EQUIPMENT OR PROVIDING OF SERVICES RELATED THERE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL FEES PAID HEREUNDER.

15 Indemnification

Client hereby agrees to indemnify, defend and hold ES Broadcast, its affiliates and their directors, officers, agents, employees, representatives and assigns, harmless from and against all liabilities, demands, damages, expenses and losses (including reasonable attorney fees and costs) of whatever nature arising out of:

a. any breach by Client of this Agreement;

b. the negligence, recklessness, or willful misconduct on the part of Client or its employees, officers, contractors or agents;

c. the use (whether permitted or not), misuse or mishandling of the Equipment, Software or System by Client or any of its employees, officers, contractors and representatives; and

d. damage caused to the Equipment or Software by any person during the Rental Term.

16 Termination

a. Termination by ES Broadcast. Without affecting any other right or remedy available to it, ES Broadcast may terminate the Agreement with immediate effect by giving notice to Client if:

i. client commits a breach of any term of the Agreement which breach is incurable or (if such breach is curable) fails to remedy that breach within a period of five (5) days after being notified to do so, including failure to pay within the time designated for payment;

ii. client breaches this Agreement more than once during the Rental Term;

iii. client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

iv. client does not, provide ES Broadcast with information that is necessary to provide the Equipment or Services within a reasonable time; or

v. client does not, provide ES Broadcast with access to the Site or other premises to allow ES Broadcast to supply the Equipment or Services within a reasonable time.

b. Termination by Client. Client may terminate or cancel the Agreement if ES Broadcast breaches this Agreement and fails to cure such breach within fourteen (14) days after written notice and opportunity to cure. Client may also terminate an Order if:

i. the parties cannot agree on a Change Order or Client does not accept a change or substitute of Equipment or Services; or

ii. there is an error made by ES Broadcast to the Purchase Price, Rental Fees or Services Fees in the Order. If Client terminates this Agreement for any reason other than an uncured default by ES Broadcast, then Client shall indemnify ES Broadcast in full against all loss (including loss of profit), costs (including the cost of all labor and materials), damages, charges and expenses incurred by ES Broadcast as a result of cancellation or termination.

c. Automatic Termination. This Agreement and Client's right to rent the Rental Equipment or receive the Purchased Equipment or Services will cease automatically if:

i. client makes an involuntary assignment of its assets for the benefit of its creditors, files a voluntary petition under federal or state bankruptcy or insolvency laws, a receiver or custodian is appointed for Client's business, proceedings are instituted against Client under federal or state bankruptcy or insolvency laws or Client suffers any similar insolvency event; or

ii. any Equipment rented by Client is, in ES Broadcast's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated; or

iii. equipment purchased and received by Client, but not paid for by Client, is, in ES Broadcast's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

17 Post-Termination Obligations

a. Upon termination of the Agreement, however caused and without prejudice to any other rights or remedies of Client, Client shall pay to ES Broadcast on demand:

i. all outstanding fees and costs including the Purchase Price and any Rental Fees, Service Fees and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Section 7; and

ii. if applicable, any costs and expenses incurred by ES Broadcast in recovering any rented Equipment and/or in collecting any sums due under the Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

b. Upon termination of the Agreement pursuant to Section 16(a) or 16(c) without prejudice to any other rights or remedies of ES Broadcast and in addition to any amounts due under Section 17(a), Client shall pay to ES Broadcast on demand:

i. reasonable compensation for the costs and expenses it will incur as a result of the termination; and

ii. if applicable, a sum equal to the entire Rental Fees that would (but for the termination) have been payable if the Agreement had continued from the date of such demand to the end of the Rental Term.

c. Termination or expiration of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiration, including the right to claim damages in respect of any breach of the Agreement, which existed at or before the date of termination or expiration.

18 Confidential Information

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 (including but not limited to pricing, charges or details of the Order), except as permitted by this Section 18. 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 carrying out the party's obligations under the Agreement; and

b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Section 18. No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

19 Assignment and Other Dealings

ES Broadcast may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement. Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of ES Broadcast.

20 Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that either party's performance is delayed or prevented by reason of fire, interruption and/or delay of transportation services, labor troubles or strikes, wars, pandemics, acts of God, riots, terrorism, natural disasters, acts over government or other occurrences beyond the reasonable control of such party (in each case, a "Force Majeure Event"), provided that the breaching party gives the other party timely notice within one day upon discovery that such Force Majeure Event will delay or prevent that party's performance of its obligations arising from this Agreement, and the breaching party has used its best efforts to promptly cure the Force Majeure Event.

21 Notice

All notices, requests, consents and other communications required hereunder ("Notice") shall be in writing and shall be duly given if hand delivered and a signed receipt obtained, sent by registered or certified mail, postage prepaid, return receipt requested, sent by overnight express type service, or sent by telecommunication with confirmed delivery, including electronic mail, addressed to the address set forth on the signature page hereto unless the party has been notified in the manner provided in this Section of a change in such party's address for receiving notices hereunder, then to the address most recently designated by such party in the manner provided in this Section. Client shall copy ES Broadcast's counsel (which shall not constitute notice) on any notice under this Agreement at Fox Rothschild LLP, Attn: Eleanor Vaida Gerhards, Esq., 10 Sentry Parkway, Suite 200, P.O. Box 3001, Blue Bell, PA 19422-3001, email: egerhards@foxrothschild.com, facsimile: (215) 345-7507.

Each such Notice shall be deemed delivered:

a. on the date delivered, if by personal delivery;

b. one (1) day after Notice is sent, if by overnight express type service;

c. on the date of transmission by telecommunication with confirmed delivery, if by electronic mail or other electronic method; and

d. on the first occurring of:

i. three (3) business days after mailing, postage prepaid, or

ii. the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Any Notice provided by electronic mail or other electronic method shall be confirmed by one (1) of the delivery methods listed under subsection (a), (b), or (d) although this shall not affect the time Notice is deemed given hereunder.

This Section does not apply to the service of any proceedings or other documents in any legal action. For purposes of this Agreement, "business day" shall mean a day, other than a Saturday, Sunday or public holiday in the State of Delaware, when banks in Delaware are open for business.

22 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does 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 the 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.

23 No Joint Venture

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24 Third-Party Beneficiaries

Other than ES Broadcast's affiliates, successors and assigns, which are express third-party beneficiaries to this Agreement, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or benefits upon any person or legal entity other than ES Broadcast and Client.

25 Waiver

No waiver by ES Broadcast of any breach of the Agreement by Client shall be considered as a waiver of any subsequent breach of the same or any other provision. Each and all of the various rights, powers and remedies of the parties will be considered to be cumulative with and in addition to any other rights, powers and remedies which such parties may have at law or in equity in the event of breach of any of the terms of this Agreement. The exercise or partial exercises of any rights, powers or remedies will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such party.

26 Severability

If any provision of the Agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

27 Governing Law

This Agreement shall be governed by, interpreted, and construed under Delaware law (without regard for Delaware conflict of law principles that would require the application of another jurisdiction's law).

By signing both parties agree to the above terms and conditions as well as those set forth on the Order and Appendices to this Agreement. Each warrants to the other that they are fully authorized to enter into this agreement on the terms set out herein and that the person signing below has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

ES BROADCAST HIRE, INC

By (Signature):

Name:

Title:

CLIENT

By (Signature):

Name:

Title:

ES BROADCAST HIRE

ES
BROADCAST HIRE

APPENDIX 1

RENTAL EQUIPMENT TERMS & CONDITIONS

1 Rental Term

The rental term commences upon dispatch of the Rental Equipment by ES Broadcast and expires on the day set forth in the applicable Order unless terminated earlier in accordance with the Agreement ("Rental Term"). ES Broadcast may charge late fees and penalties if the Rental Equipment is not returned by the expiration of the Rental Term. If the parties mutually agree to extend the Rental Term, then Client agrees to pay ES Broadcast's then-current standard Rental Fees/rates. If Client continues to hold possession of the Rental Equipment after expiration or termination of the Rental Term, then all of Client's obligations shall remain in full force and effect as if this Agreement had not expired or been terminated.

2 Inspection Upon Delivery

Upon delivery, Client shall be responsible to inspect the Rental Equipment and immediately notify ES Broadcast of any Rental Equipment determined to be missing or not in good working condition. Unless Client notifies ES Broadcast within twenty-four (24) hours of delivery of any issues with the Rental Equipment, Client shall not be entitled to reject the Rental Equipment and ES Broadcast shall have no liability for any defect or failure and the Rental Equipment will be deemed accepted and of satisfactory quality and fit for its purpose. After delivery, the cost of all necessary repairs to the Rental Equipment shall be paid by Client including any repairs or damage to the Rental Equipment that are caused by Client or Client's employees or agents and any damages caused by third parties, including shippers and common carriers, during any transport or storage of the Rental Equipment.

3 Risk and Property

Risk of damage, loss, theft or destruction of the Rental Equipment shall pass to Client on dispatch of the Rental Equipment. The Rental Equipment shall remain at the sole risk of Client during the Rental Term and any further term during which the Rental Equipment is in the possession, custody or control of Client until such time as the Rental Equipment is redelivered to ES Broadcast.

4 Ownership

Ownership of the Rental Equipment shall at all times remain with ES Broadcast and Client shall have no right, title or interest in or to the Rental Equipment (save the right to possession and use of the Rental Equipment subject to the Agreement).

5 Client's Use of Rental Equipment

a. Client shall not make any modifications to the Rental Equipment, dismantle the Rental Equipment nor remove from the Rental Equipment any notice, bar code or serial number without the prior written consent of ES Broadcast.

b. Client shall not permit the Rental Equipment to be used in any hazardous or dangerous manner or for any unlawful purpose.

c. It is Client's responsibility to ensure that the Rental Equipment is kept and operated in a suitable environment and is used only in a proper manner for the purpose for which it was intended and designed by a competent person or persons without risk to health and safety and not contrary to any law, and operated in a proper manner by trained competent staff in accordance with any operating instructions.

d. Client must apply for any licenses, authorizations or permits necessary regarding possession and use of the Rental Equipment in any jurisdiction.

e. During the Rental Term, Client shall:

i. maintain at its own expense the Rental Equipment in good and substantial repair in order to keep it in as good an operating condition as it was at the commencement of the Rental Term (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall promptly repair any damage to the Rental Equipment;

ii. permit ES Broadcast or its duly authorized representative to inspect the Rental Equipment at all reasonable times and for such purpose to enter upon Client's premises or any location at which the Rental Equipment may be located, and shall grant reasonable access and facilities for such inspection;

iii. maintain operating and maintenance records of the Rental Equipment and make copies of such records readily available to ES Broadcast, together with such additional information as ES Broadcast may reasonably require;

iv. not, without the prior written consent of ES Broadcast, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Rental Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

v. not without the prior written consent of ES Broadcast, attach the Rental Equipment to any land or building so as to cause the Rental Equipment to become a permanent or immovable fixture on such land or building. If the Rental Equipment does become affixed to any land or building, then the Rental Equipment must be capable of being removed without material injury to such land or building and Client shall repair and make good any damage caused by the affixation or removal of the Rental Equipment from any land or building and indemnify ES Broadcast against all losses, costs or expenses incurred as a result of such affixation or removal;

vi. not do or permit to be done any act or thing which will or may jeopardize the right, title and/or interest of ES Broadcast in the Rental Equipment and, where the Rental Equipment has become affixed to any land or building, Client must take all necessary steps to ensure that ES Broadcast may enter such land or building and recover the Rental Equipment both during the term of the Agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favor of ES Broadcast of any rights such person may have or acquire in the Rental Equipment and a right for ES Broadcast to enter onto such land or building to remove the Rental Equipment;

vii. not suffer or permit the Rental Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Rental Equipment is so confiscated, seized or taken, Client shall notify ES Broadcast and Client shall at its sole expense use its best endeavors to procure an immediate release of the Rental Equipment and shall indemnify ES Broadcast on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

viii. ensure that at all times the Rental Equipment remains identifiable as being ES Broadcast's property and wherever possible shall ensure that a visible sign to that effect is attached to the Rental Equipment;

ix. not do or permit to be done anything which could invalidate the insurances referred to in Section 7 below; and

x. provide ES Broadcast with prior notification of its intention to take any Rental Equipment outside the United States. Client is responsible for obtaining, at its own cost, such import licenses and other consents in relation to the Equipment as are required from time to time and, if required by ES Broadcast, Client shall make those licenses and consents available to ES Broadcast prior to the relevant shipment. Client shall be responsible for any delays or breaches of this Agreement caused by its failure or delay in obtaining any such licenses or consents. Notwithstanding the foregoing, ES Broadcast may, at its sole discretion, provide such information as Client requests to assist in obtaining any licenses or consents required under this Section 5. ES Broadcast shall not be held liable for any inaccuracy or error in such information provided, nor shall any such inaccuracies or errors excuse Client from its obligations or liabilities under this Section 5.

6 Storage and Return

Rental Equipment must be returned by Client to ES Broadcast at the earlier of:

a. the end of the Rental Term; or

b. termination of the Agreement for any reason, at Client's own risk and expense in good condition and state of repair either by Client returning the Rental Equipment to ES Broadcast's premises or by ES Broadcast collecting the Rental Equipment from a location agreed between the parties. ES Broadcast's consent to Client's possession of any rented Rental Equipment shall terminate and ES Broadcast may, by its authorized representatives, without notice and at Client's expense, retake possession of the rented Rental Equipment and for this purpose may enter Client's premises or any premises at which the Rental Equipment is located.

Prior to its return Client must erase all recorded content whether audio, images (in any form), data or video. Client authorizes ES Broadcast to clean the Rental Equipment of any and all images, content or data immediately upon return of the Rental Equipment to ES Broadcast. It shall be the sole responsibility and obligation of Client to arrange for the safeguarding and storage of Client's images, content or data prior to the return of the Rental Equipment to ES Broadcast. Without limiting the foregoing, ES Broadcast shall not be responsible for disclosure of Client data due to the re-rental of Rental Equipment previously used by Client, and Client agrees to hold harmless, defend and indemnify ES Broadcast from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of or in connection with any such disclosure of Client data. Furthermore, Client acknowledges that ES Broadcast shall have no legal obligation to erase securely or otherwise Client's recorded content on any media nor shall ES Broadcast be obligated to or expected to retain said content or data for any period of time under this Agreement. ES Broadcast is not responsible for the loss of content or data from any cause whatsoever, including but not limited to technical malfunction, physical damages, or errors on the part of ES Broadcast employees, agents, representatives, contractors or subcontractors, nor any consequential loss or damages of any kind whatsoever.

7 Insurance Requirements

Client shall maintain at all times during the Rental Term the insurance set forth below with reputable insurers approved by ES Broadcast. Client shall ensure that the insurance policies referred to above name ES Broadcast as additional named assured for all rights and interests under the policies. Client shall on demand provide ES Broadcast with the insurance certificates, copies of the policies (including additional insured endorsements) and details of the above policies. Prior to the release of Rental Equipment and/or Services, Client must provide ES Broadcast with a Certificate of Insurance evidencing the following levels of coverage:

a. Commercial General Liability insurance covering broad-form contractual liability, personal injury liability, advertising injury, completed operation and product liability, with a limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. General Liability coverage may increase depending on the services provided and the usage of the Rental Equipment.

b. Business Automobile Liability: If Rental Equipment is being transported or unloaded by Client, Business Auto Liability Insurance with a limit of not less than $1,000,000 per each occurrence.

c. Property Coverage Insurance: Property Coverage Insurance covering miscellaneous equipment that is sufficient to cover the full replacement cost of the Rental Equipment. Please include the limits and the deductible of the insurance.

8 Warranties and Liability

ES Broadcast warrants that the Rental Equipment shall substantially conform to its specifications (as made available by ES Broadcast) and be in good working order when dispatched for delivery. Other than the foregoing representation related to the Rental Equipment, **ES BROADCAST MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY WARRANTY OF MERCHANTABILITY; OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY) WITH RESPECT TO THE RENTAL EQUIPMENT, THE SOFTWARE OR THE RELATED SERVICES, INCLUDING, WITHOUT LIMITATION, THE FITNESS, QUALITY, DESIGN, CONDITION, REPAIR, MERCHANTABILITY, FUNCTIONING, PERFORMANCE OR MALFUNCTIONING OF THE RENTAL EQUIPMENT, SOFTWARE OR SERVICES.**

Without intending to limit the foregoing, ES Broadcast shall have no liability for:

a. defects arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow instructions (whether oral or in writing), misuse or alteration or repair of the Rental Equipment without ES Broadcast's approval; or

b. delay in supplying or any failure to supply the Equipment in accordance with the Terms.

9 Damages

Without limiting and in addition to any other remedies and rights hereunder or under applicable law, ES Broadcast shall have the right to charge the full replacement cost of any lost or damaged Rental Equipment or Rental Equipment which in the view of ES Broadcast is uneconomic to repair in the value of new replacement equipment, for any consequential loss to ES Broadcast arising out of the loss or damage of the Rental Equipment and damages for the loss of use of such Rental Equipment equal to the Rental Fees charged hereunder.

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APPENDIX 2

SALE OF EQUIPMENT TERMS & CONDITIONS

1 Ownership

Transfer of title to the Purchased Equipment occurs upon receipt of payment of the Purchase Price in full. Until ES Broadcast receives payment in full, Client must:

a. store the Purchased Equipment separately from all other assets, inventory, equipment or goods held by Client so that the Purchased Equipment remains readily identifiable as ES Broadcast property;

b. not remove, deface or obscure any identifying mark on or relating to the Purchased Equipment; and maintain the Purchased Equipment in satisfactory condition.

2 Warranty

ES Broadcast offers the warranty for any Purchased Equipment purchased by Client:

CONDITION OF PURCHASE EQUIPMENT	LENGTH AND TYPE OF WARRANTY
New Purchased Equipment	1 year back-to-base and labor warranty or subject to manufacturer's warranty, whichever is longer.
Ex-demonstration Purchased Equipment	6 months' warranty unless an extended back-to-back manufacturer's warranty is purchased and applied at point of sale.
Used Purchased Equipment	3 months' warranty unless Client has purchased an extended back-to-back manufacturer's warranty.

If the Purchased Equipment provided by ES Broadcast fail to conform to the warranties set forth above, ES Broadcast shall, at its sole expense and at ES Broadcast's option, promptly repair, replace or refund the nonconforming Purchased Equipment in accordance.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ES BROADCAST PROVIDES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PURCHASED EQUIPMENT.

Any warranty provided by ES Broadcast is conditioned upon the following:

a. user adhering to all instructions, manuals, directions on use provided by ES Broadcast;

b. the Purchased Equipment being used for its intended purpose; and

c. the Purchased Equipment not being modified, altered, or repaired by a third party. If Purchaser or the ultimate user fails to follow the requirements of this Section, then any warranty provided by ES Broadcast is void.

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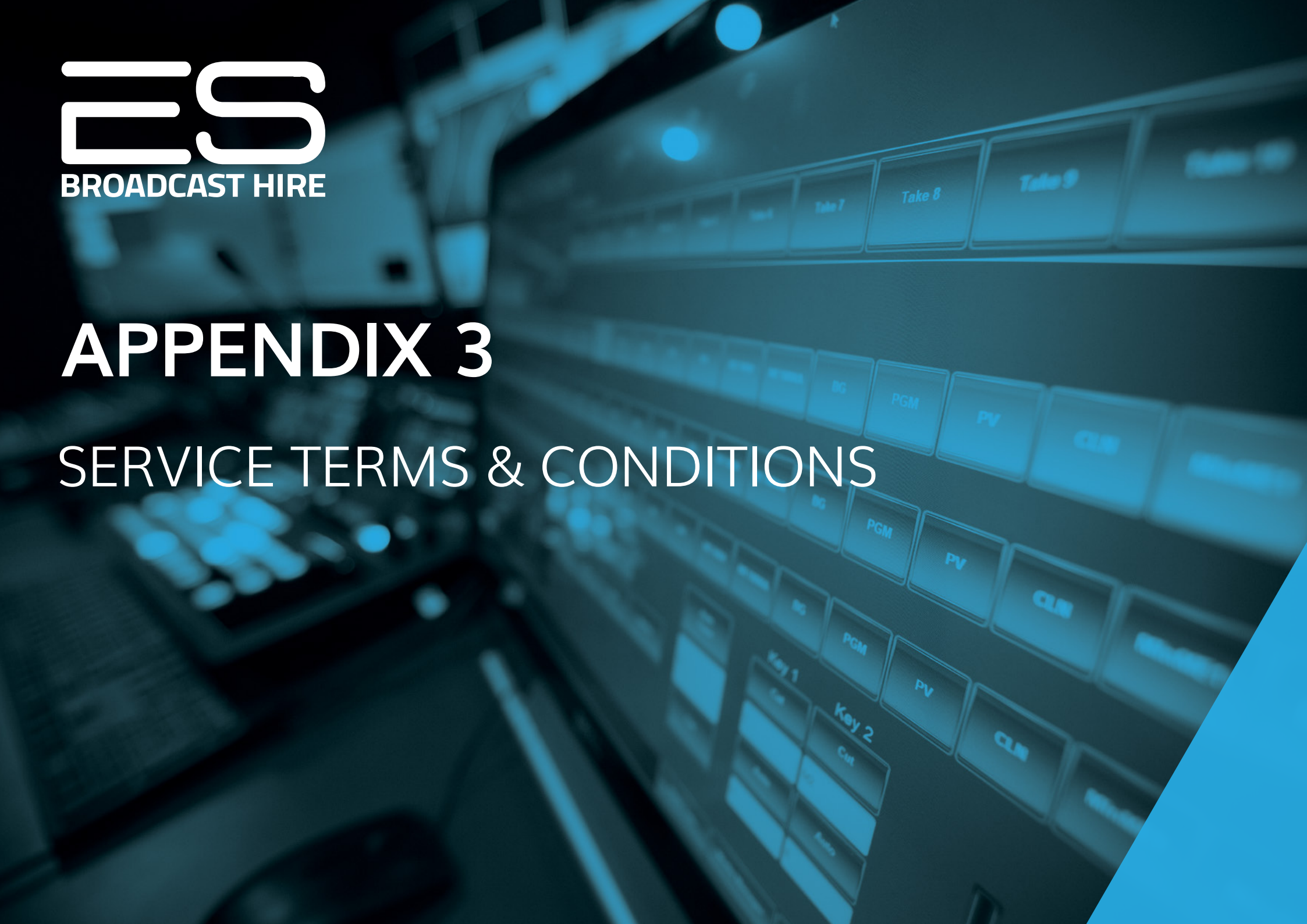
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APPENDIX 3
SERVICE TERMS & CONDITIONS

1 Site Preparation

Within a reasonable time before the Completion Date, ES Broadcast will provide such information and assistance to Client as may be necessary to enable Client to prepare the Site for the installation of the relevant items of the System or any part of it. Client will, at Client's own expense, prepare the Site in accordance with the information and reasonable time frames provided by ES Broadcast. Client will be responsible for ensuring that each item of Equipment is installed and in working order and available to ES Broadcast as soon as possible and in any event no later than the date specified in the Order.

2 Extensions of Time for Completion

ES Broadcast reserves the right to amend the Completion Date if there is a delay caused in whole or in part by an action or omission of Client or Client's employees, agents or third-party contractors; or if a delay is caused by the Site or Equipment not being ready by the specified dates in the Order. ES Broadcast will notify Client in writing as soon as reasonably possible after the event causing the delay. Such notice will specify the event which caused the delay, the length of the delay and the resulting extension of time to which ES Broadcast is entitled. ES Broadcast reserves the right to increase the Service Fees (and any other applicable charges) by an amount equal to any increase in costs, expenses or fees caused by the delay.

3 Acceptance

Upon the completion of the Services (whether on the Completion Date or otherwise), Client shall inspect and test the System. If Client does not notify ES Broadcast within five (5) days of completion of the Services of any issues, problems or deficiencies with the System, then the System shall be deemed accepted.

4 Warranties

ES Broadcast warrants and represents that for a period of twelve (12) months following the Completion Date, the System will perform in accordance with the specifications set forth in the Order in all material respects, unless the failure to do so is due to any act or omission of Client or any third party other than ES Broadcast.

Any unauthorized modifications, use, or improper installation of the System by Client or on Client's behalf by any party other than ES Broadcast during the warranty period will render this warranty and ES Broadcast's obligations in relation to the Services under the Agreement null and void.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ES BROADCAST PROVIDES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES.

The sole remedy for breach of the warranty under this Section 4 shall be as follows:

a. The correction of any defects which constitute such breach; and

b. Where the failure is due to an act or omission by anyone other than ES Broadcast in accordance with the terms (including time limits) of:

i. the relevant manufacturers' warranties; or

ii. the applicable third-party warranties. ES Broadcast does not warrant or guarantee that ES Broadcast will be able to rectify all defects in the System.

Client acknowledges that the only warranties in relation to third-party software or the supply thereof are those contained in the relevant third-party license of the same, and that to the extent that any such warranties are given to us, ES Broadcast will pass on the benefit of such warranties to you.

If ES Broadcast visits Client's Site or other premises at Client's request to investigate a failure of the System, which proves in our reasonable opinion not to have been caused by a defect in the System, ES Broadcast will be entitled to charge Client for the time ES Broadcast has spent on such visit on a time, materials and expenses basis at our standard rates then in force.

5 Documentation

ES Broadcast will provide the relevant operating manuals, user instruction manuals (manuals may be provided through website links), technical literature and all other related materials in human- and/or machine-readable forms relating to the System and containing sufficient up-to-date (as at the Completion Date) information for the proper use and maintenance of the System ("Documentation"). Such Documentation may be supplied in electronic form.

6 Copies of Documentation

Client may make such further copies of the Documentation as are reasonably necessary for the use and maintenance of the System and for training of Client personnel in use of the System. Client shall ensure that all proprietary notices (whether ES Broadcast or a third party's) are reproduced in any such copy. The Documentation is, and shall remain, ES Broadcast property or the property of our licensors and Client acquires no rights in or to the said Documentation other than those expressly granted by these terms.

7 Cabling

ES Broadcast will supply all cabling and other equipment needed for the installation of the System at the place as detailed in Order.

8 Third-Party Licenses

ES Broadcast shall provide the System and configurations to you under the standard license terms provided by the relevant third parties, copies of which shall be provided to you, and you agree to be bound to the relevant third parties by such license terms. Client will be liable to ES Broadcast for any loss or damage ES Broadcast's suffer as a result of Client's failure to comply with the terms of any third-party license.

9 Intellectual Property Rights

We or our licensors own all intellectual property rights in the design of the System and the Documentation. You hereby acknowledge and agree that any breach by you of this Agreement (including Section 8 of this Appendix 3 or Section 10 of the Agreement may breach our or the relevant third party's intellectual property rights. Client agrees to use its best efforts not to breach such intellectual property rights and to ensure that its employees, agents and representatives who are given access to the Documentation are aware of the confidential and proprietary nature of the information contained within it and are under similar obligations not to do anything that might breach ES Broadcast's or the relevant third party's intellectual property rights.

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