

MONITORING & RESPONSE SERVICE AGREEMENT

This Agreement is made and entered into at Colombo on this 14th day of December in the year 2028 in the Democratic Socialist Republic of Sri Lanka.

BY AND BETWEEN

M3FORCE (PVT) LTD., a limited liability Company duly incorporated in the said Republic under the Companies Act No. 7 of 2007 and having its registered office or principal place of business at 445, Nawala Road, Rajagiriya, in the said Republic (hereinafter referred to as "M3FORCE" which term or expression shall where the context so require or admit mean and include the said M3FORCE (PVT) LTD. its successors and permitted assigns) of the **FIRST PART**

AND

Keells Super, No. 1059, Horana Road, Kesbawa in the said Republic (hereinafter referred to as "the SUBSCRIBER" which term or expression shall where the context so requires or admits means and includes the said Keells Super, Kesbawa His/her heirs executors administrators and assigns) of the **SECOND PART**

M3FORCE and the SUBSCRIBER will hereinafter be referred to collectively as "the Parties"

NOW THE PARTIES AGREE AS FOLLOWS

1. EQUIPMENT COVERED UNDER THIS AGREEMENT

No	Description Model No	Unit Type	Quantity
1	Control Panel 408 ICP-CC408P	Nos	1
2	LCD Key Pad CP 508 LW (8 Zone) ICP-CP508LW	Nos	1
3	Blue Line Gen2 PIR Motion Detectors (Indoor) ISC-BPR2-WP12	Nos	8
4	Panic Button ISC-PB1-100	Nos	1
5	Heavy Duty Magnetic Contact (HMC)	Nos	3
6	Mini Horn Speaker 8Ohm 10W	Nos	1
7	Strobe Light	Nos	1
8	Battery - 12V, 8.2Ah	Nos	1

2. COMMENCEMENT AND TERM

This agreement will commence on 14th December 2018 and end on 13th December 2021 unless terminated in advance or extended by mutual written agreement of the Parties.

3. RATE AND PAYMENT

- M3FORCE will install a Security Alarm System for a registration fee of 45,000/- + NBT + VAT LKR;
- M3FORCE will thereafter enter into a Monitoring & Response Service Agreement at a monthly charge of 3,750/- + NBT VAT LKR.
- The fee charged above will not be increased for the first year of this agreement. Thereafter, there may be periodic increments subsequent to due notice being given by M3FORCE to the SUBSCRIBER. However, no two (02) increments will take place within the space of one (01) year, save and except any additional taxes, licenses, permits, fees or charges which may be imposed.

4. SCOPE OF SERVICE COVERED UNDER THE AGREEMENT

4.1 This 'monitoring & response' service will include:

- providing a brief training to the SUBSCRIBER on the method of 'arming' and 'disarming' the Security System, the manner of usage, maintenance etc;
- a 24 hour surveillance of the SUBSCRIBER's premises;
- an on-call 'Response Team', who will respond to any emergency;
- Due notice having been given to the SUBSCRIBER M3FORCE may at its discretion inspect and service the equipment within the SUBSCRIBER's premises as and when M3FORCE deems it necessary;

4.2 Maintenance and repairs can be carried out solely by persons authorized by and working for and on behalf of M3FORCE;

4.3 Equipment failure due to factory defects and normal wear and tear will be replaced free of charge by M3FORCE during the period of this agreement; Equipment failure due to lightning strikes, power surges, fluctuations, and any act of God are not covered under this warranty.

4.4 M3FORCE will not service maintain and/or repair any equipment that does not come under Clause (01) above or any equipment not purchased from M3Force

4.5 M3FORCE will not service and/or repair any fault or damage which has been caused to any equipment coming under this agreement if such fault and/or damage is caused due to the negligence misuse mishandling and/or ignorance of persons not authorized to service the said equipment.

4.6 M3FORCE will attend to the servicing and/or breakdowns of the SUBSCRIBER (other than those given in clauses 4.6 and 4.7 above) between the hours of 8.30am and 5.30pm on regular Working Days (ie. Monday to Friday excluding holidays). PROVIDED THAT if the SUBSCRIBER requires the aforesaid service in addition to the hours and days given above an additional fee of Rs.300/- per hour will be charged from the SUBSCRIBER;

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- 4.7 Apart from instances indicated in clause 4.5 above, in the event the defect/damage/repair exceeds the scope of this agreement M3FORCE will provide the SUBSCRIBER with an estimate which must be accepted in writing by the SUBSCRIBER prior to M3FORCE commencing work in this regard;
- 4.8 In the event of instances as indicated in 4.9 above the SUBSCRIBER shall make the full payment for work to be incurred PRIOR to the commencement of work;
- 4.11 The SUBSCRIBER acknowledges that if M3FORCE utilizes a digital communicator for the purposes of sending alarm signals from the SUBSCRIBER's premises to M3FORCE's Central Station, the signals from the SUBSCRIBER's alarm system are sent over the SUBSCRIBER's regular telephone service to M3FORCE's Central Station;
- 4.12 In the event the SUBSCRIBER's telephone service is out of order, disconnected or otherwise interrupted, signals from the SUBSCRIBER's alarm system will not be received in M3FORCE's Central Station during any such interruption and the interruption will not be known to M3FORCE;
- 4.13 The SUBSCRIBER further acknowledges and agrees that signals are sent over telephone lines which are wholly beyond the control and jurisdiction of M3FORCE and are maintained and serviced by the applicable telephone provider;
- 4.14 M3FORCE encourages its SUBSCRIBERS to carry adequate insurance to safeguard their valuables. Adequate insurance would compensate the SUBSCRIBER's losses including, but not limited to losses due to burglary, hold up and fire in case of transmission problems due to severance of telephone lines or due to development of shorts or grounds, which may affect the system and the transmission of signals to M3FORCE's Central Station. Electronic alarm systems are not foolproof. They do not replace insurance.
- 4.15 A reconnect charge is to be paid by the SUBSCRIBER if the alarm is cut off because of a past due balance and the SUBSCRIBER desires it to be reconnected. The SUBSCRIBER is to receive no credit if the system is temporarily cut off or out of service for any reason.
- 4.16 It is understood and agreed: That M3FORCE is not an insurer: that insurance, if any, shall be obtained by the SUBSCRIBER: that the payments provided herein are based solely on the value of the services set forth herein and are unrelated to the value of the SUBSCRIBER's property or the property of others located on the SUBSCRIBER's premises;
- 4.17 The SUBSCRIBER acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate resulting with loss to the SUBSCRIBER because of, among other things:
- 4.17.1 The uncertain amount or value of the SUBSCRIBER's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
- 4.17.2 The nature of the service to be performed by M3FORCE.
- 4.18 The SUBSCRIBER understands and agrees that if M3FORCE should be found liable for loss or damage due to failure of M3FORCE to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service, or the failure of the system or equipment in any respect whatsoever, M3FORCE's liability shall be limited to a sum not exceeding Rupees Fifteen Thousand (Rs.15,000/=) as liquidated damages and not as a penalty;
The provisions of this Section shall apply if loss or damage, irrespective of cause of origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise of M3FORCE, its agents, assigns or employees.
- 4.19 Cost of unnecessary service or false alarm calls by the SUBSCRIBER is to be borne by the SUBSCRIBER. If excessive false alarms are caused by carelessness, malicious, or unintended use of the alarm system, M3FORCE may, at its sole discretion, deem the same to be a material breach of contract on the part of the SUBSCRIBER and may be excused from further performance. The SUBSCRIBER agrees to eliminate any conditions or factors interfering with the proper operation of installed devices or which may cause false alarms.
- 4.20 M3FORCE will attempt to reach the SUBSCRIBER until an approved member of the call list is contacted. In the event it cannot reach an approved member of the call list a response team will be sent out.
- 4.21 M3FORCE will provide 06 free responses per year. Any additional responses will be charged at Rs.750/- (exclusive of VAT) per response.
- 4.22 The services provided by 'Medi-Calls' are independent of the services provided by M3FORCE and M3FORCE shall not be held liable or responsible for any omission and/or negligence and/or non performance on the part of Medi-Calls.
- 4.23 If any one or more term(s) or provision(s) of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall re-main in full force and effect;
- 4.24 This agreement is not assignable by either party without the written consent of M3FORCE.

5 INDEMNITY

- 5.1 The SUBSCRIBER shall not hold M3FORCE liable for any loss/damage arising from:
- any acts for which at M3FORCE's sole discretion have been caused by the negligence on the part of the SUBSCRIBER and/or any agent or licensee of the SUBSCRIBER;
 - any acts of the 'Response Team' when responding to an emergency and when 'on-call';
 - failure to perform because of labour trouble, riots, floods, acts of God, or any catastrophe or condition beyond its control and is not required to perform service while any such condition exists. M3FORCE shall have the right to cancel an existing agreement without or with notice in the event the telephone service provider M3FORCE uses discontinues certain grades of telephone lines, or if the SUBSCRIBER's premises including the telephone lines or M3FORCE's Central Station should be destroyed by fire or any calamity.

6. TERMINATION

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- 6.1 This agreement shall forthwith be terminated by either party stating their express intention to do so by giving the other one (01) months notice in writing;
- 6.2 Where the SUBSCRIBER defaults any two (02) consecutive payments as set out in Clause (04) above M3FORCE shall give 14 days written notice to the SUBSCRIBER to enable the SUBSCRIBER to settle the said dues/arrears;
- 6.3 Where the SUBSCRIBER fails to settle as aforesaid M3FORCE reserves the right to enter and remove/dismantle the equipment installed by them from the site of the SUBSCRIBER and no refunds on installation, registration or service charges will be paid to the SUBSCRIBER.

Customer Signature

Signature : 

Print Name : _____

Date : _____

M3FORCE (PVT) LTD.

Signature : 

Print Name : S.S. Annamalai

Date : 14/12/2018