

1 **SERVICE SCHEDULE FOR DUALCOM GPRS**

The provisions of this Service Schedule form part of the Agreement comprising the Conditions for Dualcom Services (the "Supply Conditions") and the Order Form.

2 **DEFINITIONS**

Capitalised terms in this Service Schedule shall have the same meanings as in the Supply Conditions and in addition the following terms shall mean:-

<i>European Standard</i>	means the European standard referred to paragraph 3.2 as may be modified updated or replaced in the future;
<i>Gemini Managed Network</i>	means CSL's proprietary managed network which amongst other things monitors and filters alarm signals and generates Poll calls to Devices;
<i>GPRS</i>	means General Packet Radio Service;
<i>GSM</i>	means Global System for Mobile communications;
<i>Poll</i>	means to monitor the availability of the relevant wired and wireless communications path by sending and receiving messages at regular intervals between the Device and the Gemini Managed Network and " <b>Polling</b> " shall be construed accordingly;
<i>IP</i>	means internetworking protocol a suite of open architecture protocols that allow data communication over disparate networks;
<i>PSTN</i>	Public Switched Telephone Network;
<i>Service</i>	means the service described in paragraph 3.1;
<i>SIM Card</i>	means the Subscriber Identity Module containing data (including the Customer's identity) which has been supplied to the Customer by CSL;
<i>Wired Path</i>	means a copper wire telecommunication connection between an End User's premises and the local telephone exchange;
<i>Working Day</i>	means any day between Monday and Friday excluding bank and public holidays.

### 3 **SERVICE DESCRIPTION**

#### *General Description*

- 3.1 The Dualcom GPRS service securely delivers alarms and regularly monitors and reports failure of the signalling path between end user equipment, the wireless and wired network connectivity, and hosting platforms and delivery network through to the Alarm Monitoring Centre (the "Service"). The Service can utilise the GPRS and/or GSM network for the wireless communication path and a PSTN call and/or IP service for the fixed/wired communication.
- 3.2 The Service is certified to European Standard EN50136.
- 3.3 There are three options for the Service:
  - (a) DualCom GPRS G2 – a GPRS and/or GSM service and PSTN or IP service complying with Grade 2 of the European Standard.
  - (b) DualCom GPRS G3 - a GPRS and/or GSM service and PSTN or IP service complying with Grade 3 of the European Standard.
  - (c) DualCom GPRS G4 – a GPRS and/or GSM service and PSTN or IP service complying with Grade 4 of the European Standard.
- 3.4 The Service includes the supply by CSL of a Device in accordance with the Supply Conditions for each connection to the Service to the address specified by the Customer.

#### *Wireless Service*

- 3.5 The wireless element of the Service (GPRS or, if enabled, GSM) provides the primary, alternative or tandem route for the transmission of alarm signals using the wireless networks.
- 3.6 The Customer acknowledges that the Service is restricted as follows:
  - (a) the wireless service is not available in all parts of the United Kingdom; and
  - (b) the wireless service is not fault free and it may be impaired by local, geographical, topographical and/or atmospheric conditions, and/or other causes of physical or electromagnetic interference beyond CSL's control or the control of the System Provider.
- 3.7 The Customer expressly acknowledges that neither CSL nor the System Provider has any liability for poor or fluctuating wireless signal strength or for temporary or permanent interference with the wireless signal at an End User's premises irrespective of any information published by the System Provider.
- 3.8 The Customer agrees:
  - (a) that the SIM Card is supplied to CSL under licence and will at all times remain the property of the System Provider. The Customer cannot sell the SIM Card number, code or any associated number or agree to transfer them to any third party;

- (b) to inform CSL's technical support desk immediately by telephone if the SIM Card is lost, stolen, damaged or destroyed, or the Customer becomes aware that it is being used in an unauthorised manner;
  - (c) that faults in the wireless cellular network are the responsibility of the System Provider and not CSL;
  - (d) that any date proposed by CSL for connection to the Service is to be treated as an estimate only and CSL accepts no liability for failure to meet it.
- 3.9 If the Service fails due to a fault in the Wired Path, CSL will monitor the wireless communications path between the Device and the Gemini Managed Network by wireless Polling.
- 3.10 CSL will set wireless Polling intervals as CSL deems appropriate from time to time and notwithstanding publication or notification of wireless Polling intervals CSL reserves the right to change the frequency at which wireless Polling is carried out (either generally or with regard to specific equipment including the Device) without prior notification or warning.
- 3.11 In any event CSL reserves the right to suspend wireless Polling of the Device where the wireless service is not re-established within 96 hours of a failure occurring. CSL will not be responsible for any call charges after a path failure is reported and not fixed within 96 hours.
- 3.12 If the wireless service fails due to a fault in the wireless cellular network, CSL will advise the Customer of such failure and will attempt to re-establish wireless communications at intervals until communication is restored. CSL may delay Gemini Managed Network Communication Fails (Pin 13) being sent until outages have been fully restored.
- 3.13 For the avoidance of doubt, where a communications failure is caused by a failure of the Customer to satisfactorily discharge its obligations set out in this Service Schedule, CSL reserves the right to not wireless Poll the Device until such time as CSL receives reasonable assurances that the Customer's obligations have been and will continue to be met.
- Wired Service*
- 3.14 The wired element of the Service provides the alternative or tandem route for the transmission of alarm signals using the PSTN and/or IP network.
- 3.15 The Customer acknowledges that the Service is restricted in so far as CSL has no control over the wired network whatsoever and the Customer expressly acknowledges that CSL has no liability for temporary or permanent interference with the wired signal at an End User's premises irrespective of any information published by the System Provider.
- 3.16 Faults in the wired network are the responsibility of the System Provider.
- 3.17 If the wired element of the Service fails due to a fault in the wired network, CSL will endeavour to advise the Customer of such failure.
- 3.18 For the avoidance of doubt, where a communications failure is caused by a failure of the Customer to satisfactorily discharge its obligations set out in this Service Schedule, CSL reserves the right to not wired Poll the Device until such time as CSL receives reasonable assurances that the Customer's obligations have been and will

continue to be met.

#### **4 SERVICE LEVELS AND FAULT MANAGEMENT**

##### *Service Level*

- 4.1 CSL will use reasonable endeavours to provide the Service by the date agreed with the Customer but all dates are estimates and CSL has no liability for any failure to meet any date.

##### *Fault Repair*

- 4.2 CSL will provide a technical support desk to the Customer which is available 8:30am – 6:00pm Monday to Friday.

- 4.3 If the Customer reports a fault in the Service CSL will respond by:

- (a) providing advice by telephone, including advice where appropriate, as to tests and checks to be carried out by the Customer;
- (b) where possible, carrying out diagnostic checks from CSL premises; and
- (c) wireless connectivity testing.

- 4.4 The Service does not include:

- (a) the provision or repair or maintenance of telephone service to the Customer;
- (b) the provision or installation or repair or maintenance of Monitoring Equipment;
- (c) the provision or repair or maintenance of wireless service to the Customer or End User; or
- (d) installation, repair or maintenance of the Device;

#### **5 RESPONSIBILITIES OF THE CUSTOMER AND CSL**

##### *CSL Responsibilities*

- 5.1 CSL will deliver the Device to a delivery address in the United Kingdom and Eire as specified by the Customer to CSL.

- 5.2 CSL will provide the Customer (or its subcontractor if applicable) with such instruction, advice and guidance in the use and operation of the wireless and wired element of the Service and the installation and commissioning of the Device as CSL deems reasonable.

##### *Customer Responsibilities*

- 5.3 The Customer either itself or acting through its subcontractor (if applicable) will:-

- a) be responsible for any work required to install and commission the Device and provide a suitable location at the site for the Device;
- b) install and maintain in good working order the Device including the SIM Card in accordance with any instructions provided by CSL or the System

Provider; and

- c) will carry out signal strength surveys and take due account of the wireless signal strength available at an End User's premises prior to ordering the wireless element of the Service and take appropriate measures when positioning aerials to ensure the correct operation of the wireless element of the Service. Obtaining suitable signal strength may require the use of extension cabling and/or higher gain aerials.

- 5.4 The Customer will not use the SIM Card for any purpose other than for accessing the Service. CSL reserves the rights to cancel the SIM Card if it deems it is being misused. The Customer will be liable for any charges resulting from misuse of the SIM Card.

## 6 **CHARGES**

- 6.1 The Service will generate Polling calls on the End-Users telephone line. These calls will be billed to the End User telephone service using an 0808 freephone number. Equally, if the wireless service is unavailable, the wired element of the Service will deliver alarms via a PSTN call.

## 7 **ADDITIONAL CONDITIONS**

### *Guarantee*

- 7.1 CSL guarantees the Device for 60 months from the month of despatch ("Guarantee Period").

- 7.2 If the Customer reports a fault during the Guarantee Period and the fault is due to faulty design, manufacture, materials or CSL's negligence, CSL will replace or (at its option) repair the Device provided that:

- (a) the Device has been properly kept and maintained, and used in accordance with the manufacturer's or CSL's instructions and has not been modified except with CSL's written agreement; and
- (b) the fault is not due to damage (including lightning and electrical damage) or the actions of anyone other than CSL;

- 7.3 The Customer must report the fault to CSL's technical support desk and return the faulty Device, to the address advised by CSL to the Customer within 20 Working Days of the fault being reported to CSL.

- 7.4 If CSL decides to replace the Device an appropriate replacement will be despatched to the Customer within one Working Day of the report of the fault.

- 7.5 This guarantee does not cover fair wear and tear.

- 7.6 CSL may levy a surcharge of a sum not exceeding the value of the replacement Device if the faulty Device is not returned to CSL within 20 Working Days of the fault being reported to CSL by the Customer or if no fault is found in the returned Device or the fault is not subject to this guarantee, or the guarantee period for the Equipment has expired.

### *GradeShift®*

- 7.7 The Customer may request CSL changes the Service to another option specified in paragraph 3.3 of this Service Schedule.

- 7.8 The Customer shall complete this GradeShift® request by completing the necessary electronic form and paying CSL the applicable fee.
- 7.9 The Customer will be charged the applicable price of the new option.