

1 **SERVICE DESCRIPTION FOR DUALCOM CONNECTED**

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

2 **DEFINITIONS**

Capitalised terms in this Service Description 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 in 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 Third Party Products;
<i>GPRS</i>	means General Packet Radio Service;
<i>GSM</i>	means Global System for Mobile communications;
<i>LAN</i>	means Local Area Network which may be accessed by a wired or Wi-Fi device;
<i>Poll</i>	means to monitor the availability of the relevant communications path by sending and receiving messages at regular intervals between the Third Party Product and the Gemini Managed Network and " Polling " shall be construed accordingly;
<i>Radio</i>	means the radio cellular networks;
<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>Third Party Product</i>	products not manufactured, assembled or authored by CSL that CSL sells;
<i>Third Party Services</i>	services not provided or hosted by CSL but by a third party that CSL resells or incorporates into the Services that CSL provides under this Agreement; and
<i>Third Party Service Provider</i>	means the provider of any Third Party

Services.

Working Day

means any UK working day between Monday and Friday excluding bank and public holidays.

3 **SERVICE DESCRIPTION**

General Description

- 3.1 The Dualcom Connected service securely delivers alarms and regularly monitors and reports failure of the relevant signalling path (Radio, LAN or Wi-Fi) between end user equipment, hosting platforms and delivery network through to the customer's receiving platform (the "Service"). The Service can utilise Radio, LAN or Wi-Fi for the communication path.
- 3.2 The Service will operate to relevant European Standard EN50136.
- 3.3 The Service may include the supply by CSL of a Third Party Product in accordance with the Supply Conditions for each connection to the Service to the address specified by the Customer.

Radio Service

- 3.4 The Radio element of the Service (GPRS or, if enabled, GSM), if enabled, provides the route for the transmission of alarm signals using the radio cellular networks.
- 3.5 The Customer expressly acknowledges that neither CSL nor the System Provider has any liability for poor or fluctuating Radio signal strength or for temporary or permanent interference with the Radio signal at an End User's premises irrespective of any information published by the System Provider.
- 3.6 CSL will set Radio Polling and failure reporting intervals as CSL deems appropriate from time to time and notwithstanding publication or notification of Radio Polling and failure reporting intervals CSL reserves the right to change the frequency at which Radio Polling and failure reporting is carried out (either generally or with regard to specific equipment including the Third Party Product) without prior notification or warning.
- 3.7 If the Radio service fails due to a fault in the Radio cellular network, CSL will advise the Customer of such failure and will attempt to re-establish Radio communications at intervals until communication is restored. CSL may delay Gemini Managed Network Communication Fails (Poll or Path fail) being sent until outages have been fully restored.
- 3.8 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 Description, CSL reserves the right to not Radio Poll the Device until such time as CSL receives reasonable assurances that the Customer's obligations have been and will continue to be met.

LAN Service

- 3.9 The LAN element of the Service, if enabled, provides the route for the transmission of alarm signals using the LAN.
- 3.10 The Customer expressly acknowledges that CSL does not have any liability for

poor or fluctuating LAN signal strength or for temporary or permanent interference with the LAN signal at an End User's premises.

- 3.11 CSL will set LAN Polling and failure reporting intervals as CSL deems appropriate from time to time and CSL reserves the right to change the frequency at which LAN Polling and failure reporting is carried out (either generally or with regard to specific equipment including the Third Party Product) without prior notification or warning.
- 3.12 If the LAN service fails due to a fault in the LAN network, CSL will advise the Customer of such failure and will attempt to re-establish LAN communications at intervals until communication is restored. CSL may delay Gemini Managed Network Communication Fails (Poll or Path fail) 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 Description, CSL reserves the right to not LAN 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**

- 4.1 CSL will provide a technical support desk to the Customer which is available 8:30am – 6:00pm Monday to Friday.
- 4.2 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; and
 - (b) where possible, carrying out diagnostic checks from CSL premises;
- 4.3 The Service does not include:
 - (a) the provision or installation or repair or maintenance of Monitoring Equipment;
 - (b) the provision or repair or maintenance of Radio, LAN or Wi-Fi service to the Customer or End User; or
 - (c) installation, repair or maintenance of the Third Party Product;

5 **RESPONSIBILITIES OF THE CUSTOMER AND CSL**

CSL Responsibilities

- 5.1 CSL will provide the Customer (or its subcontractor if applicable) with such instruction, advice and guidance in the use and operation of the Service and the installation and commissioning of the Third Party Product as CSL deems reasonable.

Customer Responsibilities

- 5.2 The Customer either itself or acting through its subcontractor (if applicable) will:-
 - a) be responsible for any work required to install and commission the Third Party Product and provide a suitable location at the site for the Third Party

Product;

- b) install and maintain in good working order the Third Party Product including where appropriate the SIM Card in accordance with any instructions provided by CSL or the System Provider; and
- c) where applicable will carry out signal strength surveys and take due account of the Radio signal strength available at an End User's premises prior to ordering the Radio element of the Service and take appropriate measures when positioning aerials to ensure the correct operation of the Service. Obtaining suitable signal strength may require the use of extension cabling and/or higher gain aerials.
- d) where applicable will ensure that there is LAN connectivity adequate to facilitate the correct operation of the Service.

6 **THIRD PARTY PRODUCTS AND SERVICES**

- 6.1 The Customer acknowledges that in relation to the Services or part of the Services CSL may be reselling utilising or incorporating Third Party Services, including hosted Third Party Services. The Customer acknowledges that CSL's ability to procure Third Party Services may be affected by circumstances beyond its control including termination of third party supply agreements or events affecting the Third Party Service Provider. CSL will pass to Customers, to the extent that it is permitted to do so, the benefit of any service level agreement given by the supplier of the Third Party Services.
- 6.2 CSL does not warranty or guarantee any Third Party Products (including Software) but will pass to Customers, to the extent that it is permitted to do so, the benefit of any warranty or guarantee given by the manufacturer or supplier of Third Party Products supplied by CSL under this Agreement.

7 **ADDITIONAL CONDITIONS**

Guarantee

- 7.1 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 Third Party Product provided that:
 - (a) the Third Party Product 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;
- 7.2 The Customer must report the fault to CSL's technical support desk and return the faulty Third Party Product, to the address advised by CSL to the Customer within 20 Working Days of the fault being reported to CSL.
- 7.3 If CSL decides to replace the Third Party Product an appropriate replacement will be despatched to the Customer within one Working Day of the report of the fault.
- 7.4 This guarantee does not cover fair wear and tear.
- 7.5 CSL may levy a surcharge of a sum not exceeding the value of the replacement Third Party Product if the faulty third part device is not returned to CSL within 20

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Working Days of the fault being reported to CSL by the Customer or if no fault is found in the returned Third Party Product or the fault is not subject to this guarantee, or the guarantee period for the Equipment has expired.