

CONDITIONS FOR DUALCOM SERVICES

1 INFORMATION ABOUT US

- 1.1 CSL (Dualcom) Limited ("CSL") is registered in England and Wales under company number 03155883 and our registered office is at Salamander Quay West Park Lane Harefield Middlesex UB9 6NZ. Our VAT number is 882 3513 18.

2 INTERPRETATION

- 2.1 This document (the "Conditions") form part of an agreement between CSL and the Customer. The Conditions together with the Service Schedule and the Order Form together form the whole of the Agreement.

- 2.2 Capitalised terms in these Conditions shall mean:

Agreement means, in order of precedence, these Conditions, the Service Schedule and the Order Form;

Customer means the legal entity or person so named on the Order Form and anyone reasonably appearing to CSL to be acting with that person's authority or permission who buys or agrees to buy the Service other than for private use;

Customer Terminal Equipment means any equipment (including equipment incorporating the Device), apparatus or software placed on a Customer's or End User's premises;

Device means the CSL Dualcom alarm signaling device supplied by CSL as part of the Service to the Customer and located on the End User's premises for the purpose of transmitting and receiving signals from the Monitoring Equipment;

Effective Date means the earlier of the date when the Service is first made available to the Customer or the date when the Customer first starts to use the Service;

End User means any legal entity or person with whom the Customer has an agreement to provide an alarm monitoring or telemetry service;

Minimum Period means a minimum twelve month period for the provision of a Service beginning on the Effective Date, unless stated otherwise in the Service Schedule;

Monitoring Equipment means the equipment operated by the Customer for receiving and monitoring signals from the Device;

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<i>Order Confirmation</i>	means written acceptance by CSL of the Customer's order;
<i>Order Form</i>	means the document that sets out the Service required by the Customer;
<i>Periodic Charges</i>	means any charge for a Service payable by the Customer on a recurring basis;
<i>Service</i>	means the Service or, where appropriate, part of a Service described in the Service Schedule to this Agreement;
<i>System</i>	means any and all of the telecommunications systems whether fixed or wireless operated by the System Provider(s) as may be made available by CSL to the Customer for the purpose of providing the Service;
<i>System Provider</i>	means such telecommunications operators from time to time as may be the operator of the relevant System.

3 ORDERS AND CHANGES

- 3.1 All Orders for the Service shall be regarded as an offer by Customer to be supplied the Service by CSL under the terms of this Agreement.
- 3.2 CSL accepts Customer's offer under this Agreement and makes a binding Agreement by issuing an Order Confirmation. CSL reserves the right to make changes to the specification of the Service ordered but will identify any such changes in the Order Confirmation. CSL undertakes that any such changes will offer at least equivalent functionality and performance. CSL will not make any significant variations to the Service without Customer's prior agreement.

4 PROVISION OF THE SERVICE

- 4.1 CSL agrees to provide the Service to the Customer on the terms of this Agreement and to use reasonable endeavours to provide the Service by the date agreed with the Customer, but unless otherwise stated in the Service Schedule all dates are estimates and CSL has no liability for any failure to meet any date.
- 4.2 CSL will provide the Service with the reasonable skill and care of a competent service provider.
- 4.3 The Customer acknowledges and agrees it is technically impracticable to provide a completely fault free Service and CSL does not undertake to do so. CSL will however remedy any faults in the Service in accordance with the Service Schedule.
- 4.4 If the Customer asks CSL to make any change to the Service CSL may ask the Customer to confirm the request in writing. If CSL agrees to a change, this Agreement will be amended from the date when CSL confirms the change in writing to the Customer.

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5 CUSTOMER OBLIGATIONS

- 5.1 Any Customer Terminal Equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment.
- 5.2 Any Customer Terminal Equipment, which is attached (directly or indirectly) to the Service, must be technically compatible with the Service and approved for that purpose under any relevant legislation.

6 USE OF THE SERVICE

- 6.1 The Service must not be used in a way that does not comply with:
 - 6.1.1 the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful; or
 - 6.1.2 any instructions referred to in paragraphs 5 and 7.1.3 or
 - 6.1.3 the Customer's obligations under this Agreement.
- 6.2 CSL may suspend the Service if CSL believes that this is necessary for reasons of security or if the Customer is conducting its business illegally or for an illegal purpose.

7 VARIATIONS TO THE SERVICE

- 7.1 CSL shall be entitled at any time:
 - 7.1.1 for operational reasons to change the codes or the numbers allocated to the Customer or the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;
 - 7.1.2 to suspend the Service for operational reasons such as maintenance or because of an emergency or to comply with the requirements of the System Provider or any regulator;
 - 7.1.3 give the Customer instructions which are reasonably necessary for reasons of health, safety or the quality of the Service provided by CSL to the Customer or any other customer.
- 7.2 CSL will give the Customer as much notice as possible before taking any of the above actions and if it is necessary to suspend the Service will, whenever practicable, agree with the Customer when this will happen.

8 CHARGES AND DEPOSITS

- 8.1 The charges for the supply of the Service including any initial charges, set up and connection charges will be shown on CSL's Order Confirmation and its invoices.
- 8.2 The Periodic Charges for the Service will be calculated in accordance with the CSL price list provided to the Customer as may be revised from time to time, the Service Schedule or any other notices issued in accordance with paragraph 22. The Periodic Charges will begin on the Effective Date. The Customer shall pay the Periodic Charges annually in advance unless agreed otherwise. CSL may, at any time, require the Customer to pay a deposit or provide a guarantee as security for

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payment of future Periodic Charges.

- 8.3 All invoices shall be paid by the Customer within 30 days of the date of invoice. CSL may suspend delivery of Service if any payments are overdue and until full payment is received. If full payment is not received by the due date CSL will be entitled to charge interest on the amount outstanding at the rate of 3% per annum above the London Inter Bank Offer Rate ("LIBOR").

9 EXCLUSION OF WARRANTIES

- 9.1 Customers must satisfy themselves as to the suitability of the Service for their needs. CSL does not warrant fitness for any particular purpose. Fitness for use in any particular manner or environment must be agreed in writing with CSL prior to supply.
- 9.2 Customers are not automatically entitled to repair or replacement other than as described in a Service Schedule or as otherwise agreed by CSL. CSL shall have no liability or obligation for defects in the Service or failure to remedy defects except as expressly provided under this Agreement.
- 9.3 Except as expressly provided herein, no warranty, express or implied, as to the condition, quality, performance, merchantability, or durability of the Service is given or assumed by CSL and all such warranties are hereby excluded.

10 INDEMNITIES

- 10.1 The Customer shall indemnify (and keep fully and effectively indemnified) CSL, its associated companies and any of their respective directors, officers, employees, agents, contractors and licensees from and against any and all claims, demands, causes of action, debt or liability, including reasonable legal fees ("Losses") incurred in connection with any third party claim based upon or otherwise arising out any breach by the Customer of this Agreement including any use of the Service in breach of this Agreement.
- 10.2 CSL will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.
- 10.3 CSL will indemnify the Customer against all claims and proceedings arising from infringement of any intellectual property rights by reason of CSL's provision of the Service to the Customer. As a condition of this indemnity the Customer must notify CSL promptly in writing of any allegation of infringement make no admission relating to the infringement and allow CSL to conduct all negotiations and proceedings and give CSL all reasonable assistance in doing so (CSL will pay the Customer's reasonable expenses for such assistance) and allow CSL to replace and or modify the Service, or any item provided as part of the Service (including the Device), so as to avoid the infringement, provided that the modification does not materially affect the performance of the Service.
- 10.4 The indemnity in paragraph 10.3 does not apply to infringements caused by the use of the Service in conjunction with other equipment, software or services not supplied by CSL or to infringements caused by designs or specifications made by, or on behalf of, the Customer. The Customer will indemnify CSL in accordance with clause 10.1 against all claims, proceedings and expenses arising from such infringements.
- 10.5 The limitations and exclusions of liability contained in paragraph 11 do not apply to this paragraph.

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11 LIMITATION OF LIABILITY

- 11.1 CSL accepts liability for the quality of the Service (other than where caused by an event covered by paragraph 12), but only to the extent stated in this paragraph 11.
- 11.2 CSL accepts unlimited liability for death or personal injury resulting from its negligence and for fraud. Paragraphs 11.3 and 11.4 do not apply to such liability.
- 11.3 Except as stated in paragraph 11.1 CSL is not liable to the Customer in contract, tort (including negligence) or otherwise for any (i) indirect or consequential loss (ii) loss of profits, revenue, business, destruction or loss of data, wasted expenditure, business interruption or opportunity or anticipated savings whether or not CSL was advised in advance of the possibility of such loss or damage.
- 11.4 CSL's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Agreement is limited to a sum equal to 125% of the total price paid under this Agreement in the 12 months preceding the date of the relevant claim.
- 11.5 Each provision of this Agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

12 MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY

- 12.1 If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees) or acts of local or central Government or other competent authorities or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.
- 12.2 If any of the events detailed in paragraph 12.1 continue for more than 3 months either party may serve notice on the other terminating this Agreement.

13 ESCALATION AND DISPUTE RESOLUTION

- 13.1 If a dispute arises between the parties to this Agreement, the parties will use their reasonable endeavours to settle the dispute in accordance with the following procedures:
 - 13.1.1 a dispute which has not been settled by the Customer's representative and the CSL representative within seven days of the matter being raised, may be escalated by either party to the first level by written notice to the other party; and
 - 13.1.2 if the dispute is not resolved at the first level within seven days of escalation either party may refer the dispute to the second level.
- 13.2 The parties' representatives and the people to whom a dispute must be escalated at the first and second levels are as notified by either party to the other from time to time.
- 13.3 If a dispute is not resolved after the procedures set out in paragraph 13.1 have been followed then, if the parties agree, the dispute will be referred to a mediator:

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- 13.3.1 the mediator will be appointed by agreement of the parties. In the event of a failure to agree within three days of a proposal by one party, the mediator will be appointed by the Centre for Dispute Resolution (CEDR);
- 13.3.2 within fourteen days of the appointment of the mediator the parties will meet with the mediator in order to agree the procedure to be adopted for the negotiations;
- 13.3.3 all negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings;
- 13.3.4 if the parties reach agreement on the resolution of the dispute the agreement will be put in writing and once signed by the parties will be binding on them; and
- 13.3.5 if the parties are not prepared to agree to the dispute being referred to a mediator or fail to reach agreement within two months of the mediator being appointed then either party may exercise any remedy that it has under this Agreement.

14 CONFIDENTIALITY

- 14.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including manuals) obtained under this Agreement and will not disclose that information to any person (other than their employees or professional advisers) without the written consent of the other party.
- 14.2 This paragraph 14 will not apply to any information which has been published other than through a breach of this Agreement nor information lawfully in the possession of the recipient before the disclosure under this Agreement took place or obtained from a third party who is free to disclose it or information which a party is requested to disclose and, if it did not, could be required by law to do so.

15 TERMINATION

- 15.1 Either party may terminate the Service on one month's notice to the other.
- 15.2 If the Customer terminates the Service during its Minimum Period (other than because CSL has increased its charges, or has materially changed the Conditions to the Customer's detriment), the Customer must pay CSL the Periodic Charges due for the balance of the Minimum Period.
- 15.3 Upon termination in accordance with paragraph 15.1 or 15.2, CSL will repay or credit the Customer with the appropriate proportion of any Periodic Charges or other fees paid in advance for any period ending after the Customer's liability to pay charges ceases (except where termination results from a breach of the Customer's obligations under this Agreement).
- 15.4 Either party may terminate this Agreement or the Service immediately, on notice, if the other:
 - 15.4.1 commits a material breach of this Agreement, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
 - 15.4.2 commits a material breach of this Agreement which cannot be remedied; or

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15.4.3 is repeatedly in breach of this Agreement; or

15.4.4 is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over their assets.

15.5 If any of the events detailed in 15.4 occur because of the Customer, CSL may suspend the Service without prejudice to its right to terminate this Agreement. Where the Service is suspended under this paragraph, the Customer must pay the Periodic Charges for the Service until this Agreement is terminated. If this Agreement is terminated by CSL during the Minimum Period because of an event specified in paragraph 15.4 the Customer must, without prejudice to any other remedy that CSL may have, pay CSL the Periodic Charges for the balance of the Minimum Period.

15.6 If either party delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Agreement that waiver is limited to that particular breach.

16 TRANSFER OF RIGHTS AND OBLIGATIONS

16.1 CSL may transfer or assign any of its rights and obligations under this Agreement at any time without the Customer's consent. This Agreement is personal to the Customer who may not assign this Agreement or transfer its rights or obligations to any third party without CSL's prior written consent.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 All intellectual or industrial property rights in or relating to the System or the Service (including the right to promote the Service under the System Provider's trade mark(s)) whether copyright, database rights, patents, registered designs or trade or service marks or similar rights shall be retained by CSL and the System Provider and the Customer shall acquire no such rights by reason of the provision of the same in respect of this Agreement.

18 DATA PROTECTION

18.1 Personal data obtained by CSL from Customer shall be held & processed in accordance with all applicable laws and consistently with CSL's Privacy Policy. CSL may share such personal data with other CSL entities, agents, or subcontractors performing services for CSL. CSL may also transfer personal data to affiliated companies or agents or subcontractors which may be outside the European Economic Area (EEA), in which case CSL will ensure adequate protection to safeguard personal data. For a copy of CSL's Privacy Policy, please visit CSL's website.

19 GENERAL

19.1 This Agreement and the documents referred to in it together represents the entire terms agreed between the parties in relation to its subject matter and supersedes and extinguishes all previous contracts, arrangements (including any usage or custom and any terms arising through any course of dealing), representations, warranties of any nature whether or not in writing between the parties relating to its subject matter. All other warranties, terms and conditions implied by law are hereby excluded. Each party acknowledges that it has not relied on, or been

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induced to enter into this Agreement by, a representation or warranty other than those expressly set out or referred to in this Agreement. To the extent permitted by law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.

19.2 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

19.3 If any term of the Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Agreement had been made without the invalid, illegal or unenforceable terms.

20 NOTICES

20.1 Notices given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:

20.1.1 to CSL at Salamander Quay West, Park Lane, Harefield, Middlesex, UB9 6NZ or any alternative address which CSL notifies to the Customer;

20.1.2 to the Customer at the address to which the Customer asks CSL to send invoices or, if the Customer is a limited company, its registered office.

21 LAW AND JURISDICTION

21.1 The Agreement and any non contractual obligations arising in connection with it is governed by the law of England and is subject to the exclusive jurisdiction of the English courts.