

**Ascom Network Testing Ltd**  
**General Terms of Service (GTC) for services and equipment**  
**Ver. 0. 7.3 Dated 01–05-09 JCW**

Valid from 1. December 2008

**1. Scope**

Our general terms and conditions (“GTC”) displayed to the Customer at the time when the order is placed shall exclusively govern the legal relationship. Argo Interactive Ltd will be further referred to as “we” or “us” respectively, whereas our contract partner will be referred to as “Customer”.

**2. Definitions**

“Alarm Link Service” provides for the transmission of alarm signals from an ipTNA, installed at the End Customer’s premises, via the AlarmLink Platform, directly to the End Customer or to an ARC or Web GUI, enabling those to provide security services to the End Customer

“AlarmLink Platform” is a system which is connected to the internet and/or the public GSM/GPRS network, and which relays alarm messages by a secure data transfer system.

ARC” stands for Alarm Receiving Centre and is receiving alarm messages from the AlarmLink Platform and relaying those to the “End Customer” according to a separate agreement between ARC and the End Customer.

“Argo Interactive Ltd”, also referred to as “Ascom” is an affiliate of Ascom (Schweiz) AG in the United Kingdom. Ascom (Schweiz) AG is however not a party to the agreement entered into between the Customer and “Argo Interactive Ltd. and cannot be held liable for it.”

“Ascom Network” is the secure alarm signalling network used by this us to transmit and receive alarms.

“Customers” is the person, entity registered with us according to section 3 below and can either be either the ARC (Alarm Receiving Centre), the Web GUI or the “End Customer”.

“End Customer” is a customer on which premises the “ipTNA” is installed.

“GPRS” General packet system for radio a method of communication using Internet protocol and radio transmission on the mobile telephony network.

“ipTNA” is the alarm device which is sending alarm messages to the AlarmLink platform.

AlarmLink Service is a secure private network for alarm transmission.

“Web GUI” stands for Graphical User Interface and is receiving alarm messages from the AlarmLink Platform and relaying those to the “End Customer” according to a separate agreement between the WebGUI and the End Customer.

**3. Contract Conclusion**

In order that the Customer can place an order with us, the Customer must register itself at the website [www.ascom.co.uk/secutiycommunications](http://www.ascom.co.uk/secutiycommunications). By registering the Customer accepts the subscription terms displayed at said website for the AlarmLink Services.

We reserve the right to conduct a credit rating of the Customer.

By issuing a password and a login access code, the Customer will be able to obtain the order form. The rights to access [www.ascom.co.uk/secutiycommunications](http://www.ascom.co.uk/secutiycommunications) web pages are non-transferable and may be not used by a third party. The Customer is entirely responsible for the use of the relevant personal identifications codes.

The Customer can however only order the AlarmLink Services if the End Customer already possesses our alarm device "ipTNA" or if Customer by ordering the AlarmLink Services is ordering at the same time an "ipTNA" for the End Customer.

By submitting the order form by clicking on the respective button and by confirming the GTC, by clicking on the "confirm" button the Customer agrees to conclude a contract for the use of the AlarmLink Services. If we accept this offer the contract between the Customer and us is accomplished.

#### **4. Delivery/Installation of ipTNA's**

In case the Customer is ordering one or more ipTNA's the delivery will be made to the address indicated by the Customer. The transport fees will be borne by the Customer. Statements with respect to the prospective delivery period are not binding. All dates are estimates and we have no liability for any failure to meet any date.

Upon delivery the risk will pass to the Customer. The title will pass to the Customer only upon payment in full.

Title to all copyrights, patents and other intellectual property rights that subsist or may subsist in the ipTNA, software, specifications, drawings, plans, design, technical documents and information supplied by us are and shall remain vested in us or the relevant manufacturer.

Where software is supplied to enable the End-Customer to operate the ipTNA, we grant the End-Customer a non-exclusive, non-transferable license to use the software for that purpose excluding the to grant sub-licenses. The End-Customer will not, without our prior written consent, copy, decompile or modify the software in any way, nor copy the operating manuals or documentation.

The Customer is fully responsible for the correct installation of the ipTNA according to our installation manual. The Customer shall ensure that he has the appropriate skill for the installation or contract otherwise a specialist fire, security or electrical installation contractor for connection of the ipTNA to an alarm panel.

#### **5. Connection and time of AlarmLink Service delivery**

Connection to and delivery of the AlarmLink Services shall take place at the agreed time (installation date) provided that the Customer has paid all the due prices and fees. We may postpone the time of delivery if delivery from subcontractors or network operators is delayed. We will, without undue delay, notify Customer of such postponement.

The Customer shall immediately disconnect equipment that interferes with Ascom Network.

Connection of End Customer and also of ARC/WebGUI, to Ascom Network requires that the End Customer and if applicable also ARC/WebGUI have a functional and operating Internet connection and the required ports enabled to access the Ascom secure network connection.

We reserve the right , after prior agreement with Customer, to offer additional services based on equipment already delivered to the Customer.

The Customer shall notify us in writing within fourteen (14) calendar days if the Customer is not identical with the End Customer, if the End Customer moves, alters or terminates its agreement with its network operator. If the Customer fails to give such notification, the Customer shall be liable for the costs incurred by us, including the AlarmLink connection fees.

## **6. Description of the AlarmLink Service**

The AlarmLink Service provides for the transmission of alarm signals from an ipTNA, installed at the End Customer's premises, via the AlarmLink platform, directly to the End Customer or to an ARC or Web GUI, enabling those to provide fire and security monitoring services to the End Customer.

Our responsibility to the Customer for an alarm event finishes when the alarm messages has been delivered to the End Customer, if the End Customer is registered with us, otherwise to the WebGUI or the ARC front end processor (FEP). In such a case the End Customer will be invoiced for electronic alarm monitoring and intervention services according to a separate agreement with an ARC. The ARC monitoring fee is not included in the Ascom supply of AlarmLink services.

All traffic in the AlarmLink Services network shall be event driven. This is traffic generated by events such as i.e. burglary, robbery, fire and elevator alarm, and automatic fault messages generated from alarm systems or technical alarms from equipment or service disruptions. In case of using dual path based on GPRS excess traffic may result in an extra charge.

We undertake to do our outmost to ensure that the Alarm Link services are operational 24 hours a day, 365 days a year, within the limits set out herein. It is however technically impracticable to provide a fault-free AlarmLink Service and we do not undertake to do so. We will however repair any faults in the AlarmLink Service in accordance with section 9 below.

We may suspend the AlarmLink Service for operational reasons such as maintenance or because of an emergency. We will give the Customer as much notice as possible and whenever practicable will agree with the Customer, when the AlarmLink Service will be suspended. Likewise the Customer shall notify alarm receivers prior to any planned work on the local network

## **7. Prices and fees**

The Customer shall pay for the services and if necessary for the sale of the ipTNAs in accordance with the prices/fees available for consultation at [www.ascom.co.uk/secutiycommunications](http://www.ascom.co.uk/secutiycommunications) or otherwise agreed upon between the Customer and us. All prices and fees are exclusive of VAT. Ascom may change prices and fees with a *short time* notice if subcontractor conditions, exchange rates, taxes, fees or similar circumstances affecting Ascom costs with respect to the services are changed.

## **7.1 Terms of payment**

Invoicing of the services starts no later than 60 days after the date of order confirmation. The fixed subscription fee shall be invoiced in advance every quarter.

Any other accrued subscription costs shall be invoiced in arrears each month unless agreed otherwise. We shall send the invoice to the Customer. The Customer is responsible for payment of ordered or utilized services. The invoice shall be paid in Pound Sterling (GBP) plus VAT within the specified time limit of the invoice. We are entitled to claim interest on late payments in accordance with section 7.2 below and to claim damages for our expenses incurred in extrajudicial debt collection in accordance with *UK Acts* and its applicable law. We are furthermore entitled to claim a debt collection fee. We may charge a service fee for each invoice.

All service fees must fully be paid at latest on the day prior the new prepayment period starts.

Issuing of notification of payment will be subject to charges, which shall be specified in the notification. We may, at any time, request that the Customer provides security for correct and timely payments.

## **7.2 Payment delay – Service suspension**

In case of a payment delay of more than 45 days Ascom may withhold service without further notice. Where possible Ascom will endeavour to advise Customer by recorded delivery 30 days before ultimate service termination. Service will stay suspended until all payments including administrative cost are settled. To restart the service a new application will be required including all related fees and costs. In addition we may charge a suspension fee to the Customer and a default interest of five percent over the base interest of the Bank of England. The claim of further default damages will remain unimpaired.

It is the Customer's sole responsibility to avoid AlarmLink Service suspension due to delayed payment. We are not responsible for any damages as the result of the suspended service. The Customer even if the service is suspended is liable to further pay the regular fees up to the next possible regular contract termination date.

## **8. Warranty for ipTNA**

The warranty period for the ipTNA delivered by Ascom, is one (1) year from the date of delivery. The warranty period for replaced or repaired ipTNA does not start anew.

We exclusively warrant the ipTNA features and the properties detailed in the installation manual. All other warranties, whether express or implied, arising by law, custom or otherwise (including but not limited any warranty of merchantability) are hereby excluded and disclaimed. If the Customer reports such a fault during the warranty period, we will replace or (at our option) repair the ipTNA, provided that (i) the ipTNA has been properly kept and maintained, used in accordance with our instructions and has not been modified except with our written agreement; and (ii) the fault is not caused by lightning, electrical damage, over voltage, under voltage, external causes or accidental impact or immersion in liquids such as water, fire or sensor connections or any misuse treatment of the equipment or by other reasons for which we are not responsible. The warranty does not cover fair wear and tear. Excluded from the warranty are batteries and accumulators.

If software is supplied with the ipTNA to the Customer, we do not warrant that it will be error free, but we will correct errors during the warranty period within a reasonable time if they impair performance of the ipTNA.

Defective ipTNA delivered by us shall be replaced or repaired, within normal business hours, Monday to Friday, from 8.00 to 16.00 UK local time, within 24 hours (excluding national holidays), unless agreed otherwise.

## **9. AlarmLink Service Fault Repair Service**

During the term of the agreement we will initiate, as soon as possible, fault detection when a fault is reported with regard to the Alarm Link Services. I ,. We are not liable for the Customer's network and fault correction.

We will provide a helpdesk facility to provide support for the AlarmLink Service to the Customer as set out in this section . The helpdesk is available 24 hours per day and 365 days per year. We will respond to a Customer who has a query or reports a fault as follows:

- a) By providing advice by telephone and, where appropriate, advising on tests and checks to be carried out by the Customer; and/or installer maintainer.
- b) Where possible, performing remote diagnostic checks from our premises; and
- c) If a) and b) above do not diagnose or clear a fault, and if we deem it necessary, we will visit the ARC/WebGUI or the End Customer Site (or both) at Customer's cost. If the Customer is not identical with the End Customer, it is the Customer's obligation to provide us access to End Customer's site. We cannot be held responsible if we cannot provide fault repair services due to having no access to the End Customer Site.

. We will aim to respond to a fault report within 24 hours of receipt and will keep you informed of progress if the fault is not cleared during this period. We will undertake to do our utmost to correct a fault without undue delay.

Necessary measures, such as access to buildings, additional guards, turnouts and other activities related to such work and fault correction is the Customer's responsibility. If the Customer is not identical with the End Customer, the Customer is responsible that the End Customer carries out such necessary measures. For faults registered on the Customer's Ethernet or Broadband network or the GPRS network the operators terms of service shall apply. Unused airtime or connections & services shall be invoiced as per the Ascom or or 3<sup>rd</sup> party providers prices list. Service agreements from third parties such as mobiles networks are excluded from these terms and conditions and any unexpired services or resources shall be invoice as per the applicable price list at the time.

## **10. Improper use of the network**

The Customer may not try to obtain unauthorised access to connected networks or computer systems, whether such networks or systems belong to us or others. Furthermore, the Customer may not use, disturb, corrupt, counterfeit or spread information obtained through unauthorised use of such networks, connected network or systems. The Customer is responsible for its employees and associate's use of such networks or systems.

## **11. Force Majeure**

If delivery of the AlarmLink Services is hindered or is made substantially more difficult, in part or in full, by an event such as fire, natural disaster or other events outside the parties' control,

including subcontractor's failure to fulfil, the parties obligations under the agreement shall be suspended until the event ceases.

If an emergency situation occurs, including but not limited to, force majeure, serious threats against health, safety and/or environment, extensive strikes or lockout, and serious danger or sabotage of networks and services, requirements in European laws, we may implement the following measures and restrictions:

- a) Suspend the AlarmLink Services
- b) Limit the service facilities

We have no liability for any loss inflicted upon Customer due to the above-mentioned measures and in case of unavailability of the AlarmLink Services. If a force majeure or an emergency situation continues to be in effect for over (1) months or if with occurrence of such circumstances it becomes evident that they will be in effect over such period of time, either party shall be entitled to terminate the contract.

## **12. Confidentiality and Data protection**

The Customer shall keep the software provided with or included in the ipTNA and any operating manuals and other documentation supplied by us under the contract, confidential, and shall not disclose them to other than to its employees, agents or contractors who need to use them to operate the ipTNA. The Customer shall ensure that such employees, agents and contractors abide by the provisions of this paragraph.

The Customer explicitly agrees that we process the application data, including names and e-mail addresses to be transmitted processed and stored on the AlarmLink Platform, operated by a third party. If the Customer is not identical with the End-Customer, the Customer is obliged and solely responsible to obtain the End-Customer's approval that we can process and store the End Customer's data. This data shall be solely used for the providing of AlarmLinkServices to the Customer, respectively the End-Customer. We will respect all relevant legal regulations concerning data protection. The courts, prosecution authorities, regulators and other public authorities may nevertheless request legitimate access to such information. Ascom reserve the right to hand over such information but will seek the Customer's approval when possible.

## **13. Registering information**

To ensure correct invoicing, secure access control and to prevent misuse, we will hold details for each connection and register certain information about the Customer.

This information may include:

- End Customer's address details, invoice address, ARC, WebGUI and Installer address details. Including all related details.
- All related phone number and customer's contact person details
- When required to do so it may also be necessary to hold details of the site and end customer with the installer/service provider.

The information will only be used for the purposes set out above and comply with the Data Protection Act.

#### **14. Extraordinary user restrictions**

We may perform such interruptions, disturbances and modifications to the access network as we see necessary for technical, maintenance or operational reasons, in order to secure the basic requirements.

We will do so to ensure that the network and service provision meet with the National regulation, code of practice and standards set out in the public domain.

We may implement usability limitations without prior notice.

#### **15. Liability**

We shall not be liable in contract, tort (including negligence) or otherwise for any direct or indirect, consequential, special or incidental damages or losses, whether foreseeable or unforeseeable, including but not limited to loss of contract, loss of data, interruption in use or availability of the Alarm Link Services, loss of production, loss of profit, anticipated savings, except in cases of intentional misconduct and gross negligence.

If the fault is caused by the Customer itself, for instance by connection of inappropriate equipment or by poor fault handling, we may claim damages for our expenses related to fault detection and fault correction if requested by the Customer.

#### **16. Termination**

Customer's termination of the agreement shall be made on a two months notice period to the end of the next quarter made in writing to us. Ascom shall revert to Customer with a confirmation of the termination of the AlarmLink service. To terminate the service the written termination form provided at [www.ascom.co.uk/secutiycommunications](http://www.ascom.co.uk/secutiycommunications) must be submitted to us at latest up to the termination date as listed in the table below.

<b>Termination received within</b>	<b>The services and invoicing continue until</b>
31. October	31 December
31. January	31 March
30. April	30 June
31. July	30. September

The AlarmLink Services and invoicing will continue until the date set out above. The ipTNA shall be disconnected after the termination of the AlarmLink Services.

We may terminate the contract with the Customer if our provider of the AlarmLink Platform terminates the agreement with us.

**17. On serious misuse or material breach of contract, or if either party is 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 or compulsory liquidator or a receiver or administrator is appointed over their assets, either party may terminate the agreement with immediate effect. Default in payments, which continues beyond 14 days after a notification of payment, is considered a material breach or changes in these general terms and conditions.**

## **18. Disputes**

UK law by the UK courts shall settle disputes regarding interpretation or application of the agreement.

## **19. Assignment**

The agreement between us and Customer may not be assigned without our prior written consent or order confirmation. We may assign the agreement to any affiliated company.

A Customer claiming that we have failed to act in compliance with the proper provision of the Assignment of agreement service may bring the case to the UK arbitrary court for resolution.

## **20. Changes**

Changes in these terms and conditions shall be notified to Customer and shall at the earliest be effective the invoice period following the time of the notification

## **21. Invalidity**

The fact that individual provisions are invalid does not affect the validity of the remaining provisions. The parties undertake to replace invalid provisions by new provisions, which are approximate as closely as possible to the economic purpose of the contract.