

SPECIAL TERMS – MONITORING SERVICES

These Special Terms – Monitoring Services apply to the MSA between the Customer and the Company where Monitoring Services are purchased. These Special Terms – Monitoring Services apply in addition to the terms of the MSA in relation to the Monitoring Services only.

1. Definitions

1.1 All terms in capitals used herein shall have the meaning given to them below unless defined otherwise in the main terms of the MSA.

“False Alarm”	means an alarm or communication that is received by the monitoring staff which is verified and deemed to be an action made or generated either manually or electronically by either human error or mis-operation of the security protection device which requires operator interactions and not subsequently passed to the relevant emergency contacts;
“Documentation”	means the training materials and user manuals relating to the use of the Monitoring Services, as well as any additional documentation that the Company specifically creates for the Customer or otherwise provides to assist in the correction of any issue with the Monitoring Services;
“Functional Description”	means the description of the Monitoring Services set out in the Order Form;
“Illegal Content”	means any data or content which is defamatory, or constitutes a breach of the IPR or legal rights of any third party;
“Initial Term”	means the initial term set out in each Order Form for the Monitoring Services;
“Monitoring Services”	means the monitoring services included in any Order Form;
“Monitored End User”	means a person who is designated by the Customer to be monitored using the Monitoring Services;
“Renewal Term”	means the renewal term set out in each Order Form for the Monitoring Services;
“Security Protocols”	means the security protocols agreed between the Company and the Monitoring Centre available upon request.
“Service Levels”	means the service levels set out in Appendix 1 of these Special Terms – Monitoring Services;
“Statistical Data”	means aggregated, anonymised data derived from a Customer or Authorised User using the Monitoring Services which does not include any personal data or their Confidential Information;
“Term”	means the term set out in each Order Form for the provision of the Monitoring Services;

2 Services and Solution

- 2.1 The Customer engages the Company and the Company agrees to provide the Monitoring Services and Documentation to the Customer in accordance with the terms of the MSA from the Commencement Date for the Term subject to the terms of the Service Levels.
- 2.2 The Company shall use all reasonable endeavours to meet any provisioning dates for providing the Monitoring Services, but any dates shall be estimates only and time shall not be of the essence for the provision of the Monitoring Services.
- 2.3 The Company shall have the right to make any changes to the Monitoring Services which are necessary to comply with any applicable law, regulation or safety requirement, or which do not materially affect the nature or quality of the Monitoring Services, and the Company shall notify the Customer in any such event.

3 Licence to use the Monitoring Services

- 3.1 Subject to the payment of the Fees, the Customer is granted a non-exclusive, non-transferable licence to permit the Customer and Authorised Users to use the Monitoring Services (including any associated IPR and Confidential Information of the Company or its licensors) from the Commencement Date for the Term for their business operations. Such licence permits the Customer to make copies of software or other information necessary for the Customer to receive the Monitoring Services via the Internet. Where open source or third party software is used as part of the Monitoring Services, such software use by the Customer will be subject to the terms of the open source or third party licences. No additional implied rights are granted beyond those specifically mentioned in this clause 3.1.
- 3.2 Notwithstanding the Customer's statutory rights, no right to modify, adapt, or translate the Monitoring Services or create derivative works from the Monitoring Services is granted to the Customer.
- 3.3 Nothing in the MSA shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain source code for the software comprised within the Monitoring Services. Disassembly, decompilation or reverse engineering and other source code derivation of the software comprised within the Monitoring Services is prohibited as far as this is permitted by applicable law.
- 3.4 Unless otherwise specified in the MSA, the Monitoring Services are provided and may only be used in conjunction with:
- 3.4.1. Existing systems and applications in order to facilitate communications between Authorised Users and emergency services;
 - 3.4.2. Providing access to the Solution and Services solely to Authorised Users; and
 - 3.4.3. Accessing and using the Documentation as necessary to enable use of the Solution and Services.
- 3.5 The Customer may not:
- 3.5.1. Lease, loan, resell, assign, licence, distribute or otherwise permit access to the Monitoring Services; or
 - 3.5.2. Use the Monitoring Services to provide ancillary services not related to use of the Solution or Services; or
 - 3.5.3. Permit access to or use of the Monitoring Services by or on behalf of any third party; except as permitted in the MSA.
- 3.6 The Company reserves the right to electronically monitor the use of the Monitoring Services.

4 Intellectual Property Rights

- 4.1 All IPR and title to the Monitoring Services and Documentation (save to the extent these incorporate any Customer Data, non-Company IPR or third party owned item) shall remain with the Company and/or its licensors and subcontractors. No interest or ownership in the Monitoring Services, Documentation, IPR or otherwise is transferred to the Customer under the MSA.
- 4.2 The Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and its pre-existing IPR and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer grants the Company a non-exclusive, licence to use Customer Data, its IPR and any third party owned item from the Commencement Date for the Term of each Order Form to the extent required for the provision of the Monitoring Services.
- 4.3 The Customer is not allowed to remove any proprietary marks or copyright notices from the Monitoring Services.
- 4.4 The Customer grants the Company a non-exclusive, non-transferable, revocable licence to display its name, logo and trademarks, as designated and/or amended by the Customer from time to time and as required in the creation of correspondence, documentation and website front ends in the provision of the Monitoring Services.
- 4.5 The Customer grants the Company the perpetual right to use Statistical Data and nothing in the MSA shall be construed as prohibiting the Company from using the Statistical Data for business

and/or operating purposes, provided that the Company does not share with any third party Statistical Data which reveals the identity of the Customer or Authorised Users, or their Confidential Information.

- 4.6 The Company may take and maintain technical precautions to protect the Monitoring Services from improper or unauthorised use, distribution or copying.

5 Term and Termination

- 5.1 The licence to access and use the Monitoring Services shall commence on the Effective Date set out in each Order Form for the Monitoring Services and continue for the duration of the Initial Term set out in the Order Form for the Monitoring Services. On expiry of the Initial Term, each licence will automatically renew for successive Renewal Terms as set out in the Order Form and continue until either party terminates the licence by giving the other at least 60 days notice at any time.
- 5.2 The Customer may terminate any licence under an Order Form, without cause, during the Initial Term of an Order Form, but shall remain liable to pay all Fees for the remainder of the original Initial Term. Such termination shall be effective upon expiry of the Initial Term. If the Monitoring Services are used after termination, the Customer shall be charged re-deployment fees and monthly subscription fees for a minimum of 3 months in addition.
- 5.3 In addition to any other right of termination, the Company may terminate the licence to use or access the Monitoring Services with immediate effect if:
- 5.3.1 The Customer has used or permitted use of the Monitoring Services other than in accordance with these Special Terms – Monitoring Services; or
- 5.3.2 The Company is prohibited under applicable law, or otherwise from providing the Monitoring Services.
- 5.4 Upon termination of the MSA, the Company shall:
- 5.4.1 Cease providing the Monitoring Services to the Customer;
- 5.4.2 At the option of the Customer, following receipt of a request from the Customer delete (in accordance with the terms of the DPA) or return all Customer Data stored in the Company's database in its then current format, free of charge, provided that such request is made within 30 days of termination. If the Customer requires any Customer Data to be returned in a different format the Company reserves the right to charge for this additional service on a Time and Materials Basis.

6 Fees and Invoicing

- 6.1 The Company shall invoice the Customer the Fees set out in the Order Form for the provision of the Monitoring Services.
- 6.2 Fees are based upon the number of Monitored End Users per calendar month.
- 6.3 The Company shall make an additional charge of £5.00 + VAT for each False Alarm above 5 in any calendar month during the Term.
- 6.4 All Fees shall be invoiced as set out in the Order Form.

7 Payment Terms

- 7.1 The Customer shall pay the Company the Fees for the provision of the Monitoring Services under the MSA as set out in each Order Form.

8 Representations and Warranties

- 8.1 The Company warrants and represents that:
- 8.1.1 It has the right to licence the Monitoring Services;
- 8.1.2 The Monitoring Services shall be performed with reasonable skill and care and in a professional manner in accordance with good industry practice.
- 8.1.3 The Monitoring Services will be provided in accordance with the service levels set out in Appendix 1 of these Special Terms – Monitoring Services;

- 8.2 No warranty is made regarding the results that can be achieved from using the Monitoring Services or that the Monitoring Services will operate uninterrupted or error free.
- 8.3 The Customer warrants and represents that:
- 8.3.1 It rightfully owns the necessary user rights, copyrights and ancillary copyrights and permits required for it to fulfil its obligations under the MSA;
- 8.3.2 The Customer and Authorised Users shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that the access to the Monitoring Services granted under the MSA is limited as set out under the MSA. In particular the Customer and Authorised Users shall treat any identification, password or username or other security device for use of the Monitoring Services with due diligence and care and take all necessary steps to ensure that they are kept confidential, secure and are used properly and are not disclosed to unauthorised persons. Any breach of the above shall be immediately notified to the Company in writing. The Customer shall be liable for any breach of the MSA by an Authorised User;
- 8.3.3 The Customer shall ensure that their networks and systems comply with the relevant specifications provided by the Company from time to time and that they are solely responsible for procuring and maintaining their network connections and telecommunications links from their systems to the Company's data centres and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet.
- 8.4 All third party content or information provided by the Company via the Monitoring Services, is provided "as is". The Company provides no warranties in relation to such content or information and shall have no liability whatsoever for use or reliance upon such content or information.

9 Liability

- 9.1 The Customer shall be liable for any breaches of the MSA caused by the acts, omissions or negligence of any Authorised User who access the Monitoring Services as if such acts, omissions or negligence had been committed by the Customer itself.
- 9.2 The Company shall not be liable to the Customer in any circumstances, or to extent whatsoever in respect of any damages unless written notice of a claim is received by the Company within 2 months following the termination or expiry of the Monitoring Services.
- 9.3 The Company's liability for any and all claims, in aggregate, made pursuant to these Monitoring Services is as set out in the MSA.

10 Indemnities

- 10.1 The Company shall at its own expense, defend or at its own option settle any claim brought against the Customer by a third party on the basis of an infringement of any IPR by the Monitoring Services (excluding any claim deriving from any Customer or Authorised User provided item) and pay any final judgment entered against the Customer on such issue or any settlement thereof, provided that:
- 10.1.1 The Company is promptly notified of each such claim;
- 10.1.2 The Company is given sole control of the defence and/or settlement; and
- 10.1.3 The Customer fully co-operates and provides all reasonable assistance to the Company in the defence or settlement.
- 10.2 If all or part of the Monitoring Services becomes, or in the opinion of the Company may become, the subject of a claim or suit of infringement, the Company shall at its own expense and sole discretion:
- 10.2.1 Procure for the Customer the right to continue to use the Monitoring Services or the affected part thereof;
- 10.2.2 Replace the Monitoring Services or affected part with another suitable non-infringing service or software;
- 10.2.3 Modify the Monitoring Services or affected part to make the same non-infringing.

- 10.3 The Company shall have no obligations under clauses 10.1 and 10.2 above to the extent that a claim is based on:
- 10.3.1 A modification of the Monitoring Services by anyone other than the Company or its licensors;
 - 10.3.2 The combination, operation or use of the Monitoring Services with other services or software not provided by the Company if such infringement would have been avoided in the absence of such combination, operation or use; or
 - 10.3.3 The use of the Monitoring Services in any manner inconsistent with the MSA; or
 - 10.3.4 The negligence or wilful misconduct of the Customer.
- 10.4 Clauses 10.1 to 10.3 state sole and exclusive rights and remedies of the Customer and the Company's entire obligations and liability for any claims made under these clauses.
- 10.5 The Customer shall defend, indemnify and hold the Company and its employees, sub-contractors or agents harmless from and against any costs, losses, liabilities and expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from:
- 10.5.1 Any claimed infringement or breach by a Customer or Authorised User of any IPR with respect to use of the Monitoring Services outside of the scope of the MSA; or
 - 10.5.2 Use by the Company of any Customer Data or a Customer or Authorised User provided item, in particular storage or publication on the Internet of any Illegal Content; or
 - 10.5.3 Any access to or use of the Monitoring Services by an Authorised User or a third party;
 - 10.5.4 Breaches of data protection law or regulations or the terms of the DPA by a Customer or Authorised User; and
 - 10.5.5 Any breach of the terms of the MSA by an Authorised User;
- and the Company shall be entitled to take reasonable measures in order to prevent Illegal Content from being published on the Internet or breaches of third party rights from continuing.
- 10.6 Subject to clauses 10.1 to 10.5 inclusive, each party ("**the first party**") indemnifies and undertakes to keep indemnified the other party, its officers, servants and agents ("**the second party**") against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceedings or demand that may be brought, made or prosecuted against the second party under any indemnity contained in clause 10. Such indemnity extends to and includes all costs, damages and expenses (including legal fees and expenses) reasonably incurred by the second party in defending any such action, proceeding claim or demands.

11 Security

- 11.1 The Company shall permit the Customer to specify which Authorised Users may access the Monitoring Services through its standard application security options.
- 11.2 The Customer and Authorised Users must ensure that each password is only used by the user to which it has been assigned. The Customer is responsible for any and all activities that occur under the Customer's account and via the Customer's passwords. The Customer will immediately notify the Company if the Customer becomes aware of any unauthorised use of its account or passwords or breach of security. The Company shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.
- 11.3 The Company may suspend access to the Monitoring Services, or portion thereof, at any time, if in the Company's sole reasonable discretion, the integrity or security of the Monitoring Services is in danger of being compromised by acts of a Customer or Authorised Users. The Company shall where possible give the Customer 24 hours written notice, before suspending access to the Monitoring Services, giving specific details of its reasons.

12 Contacts

- 12.1 The Customer shall provide a designated application support contact who will be responsible for and have sufficient information to respond to support questions.
- 12.2 The Customer shall provide a designated billing contact with all relevant contact information to respond to billing and payment questions regarding the Monitoring Services.

13 Miscellaneous

- 13.1 In the event of any inconsistency between the content of these Special Terms – Monitoring Services and the remainder of the terms of the MSA, the terms of the Order Form shall prevail followed by these Special Terms – Monitoring Services in relation to the Monitoring Services, followed by the main terms of the MSA and then the appendices.

Appendix 1 – Service Levels

Customer Obligations

The Monitoring Service will electronically monitor all alerts generated by the Customer's authorised devices using the Monitoring Services. However, in order for the Monitoring Services to work the Customer must provide the following minimal information in the services before using the Monitoring Services:

- Customer details including name, address, contact numbers (available 24x7)
- Other recognised form of identification
- Nature of the Customer's business
- Hours of work

The Customer must also provide a minimum of 3 other nominated points of contact with different contact numbers (available 24x7) for escalation purposes.

Support Services

The Monitoring Services will provide positional information available regarding any activation and shall generate various reports of all activity and activations of each lone user.

The Monitoring Service operator(s) will handle all alerts and respond to alerts in accordance with the Security Protocols.

Any discrepancies that are detected by the Monitoring Centre will be dealt as promptly as possible and the relevant details shall be logged and passed on to the Customer for corrective action to be taken.

The Company shall notify Customer immediately of any changes in the contact name, telephone or fax numbers of the monitoring centre ("**Monitoring Centre**").

In the event of a coincidence in or a conflict of requests for assistance, for information or for the provision of any Monitoring Services, the Company shall be the sole and absolute arbiter of the priority in which such requests are to be dealt with or in which the provision of Monitoring Services are to be made.

Response Times

80% of calls shall be answered within 30 seconds and 98.5% of calls be answered within 60 seconds.

Call Process

The Company aims to have completed the call process within 3 minutes once the ARC has received the alert.

Escalation

The Company aims to escalate any problems whilst in alert process within 3 minutes.

Review

The parties shall once annually during the Term review the Security Protocols being used and any issues that may be raised.

Exclusions

The Company has no liability for and no obligation to remedy any defect relating to:

- Any third party components not provided by the Company or its licensors; or
- Any third party provided connectivity necessary for the provision or use of the Monitoring Services not provided by the Company, its agents or its licensors; or
- Compliance with third party software or products, non-Company programmes or data used in combination with the Monitoring Services other than the Products and Services; or
- A failure of the Monitoring Services to conform with the Functional Description caused by the use or operation of the Monitoring Services with an application or in an environment other than that set out in the MSA; or
- Modifications made to the Monitoring Services not carried out by the Company or its licensors.