

1 **SERVICE DESCRIPTION FOR DUALCOM GRADESHIFT - DUAL PATH**

The provisions of this Service Description form part of the Agreement comprising the Conditions for Dualcom Signalling 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>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 or wireless communications path by sending and receiving messages at regular intervals between the Device and the Gemini Managed Network and " Polling " 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 UK working day between Monday and Friday excluding bank and public holidays.

3 **SERVICE DESCRIPTION**

General Description

- 3.1 The Dualcom Gradeshift Dual Path service securely delivers alarms and regularly monitors and reports failure of a signalling path between end user equipment, the wireless and wired network connectivity, and hosting platforms and delivery network through to the customer's receiving platform (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 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

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 In any event CSL reserves the right to suspend 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.
- 3.8 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.
- 3.9 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 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

- 3.10 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.

- 3.11 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.
- 3.12 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 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**

- 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;
 - (b) where possible, carrying out diagnostic checks from CSL premises; and
 - (c) wireless connectivity testing.
- 4.3 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 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

- 5.2 The Customer either itself or acting through its subcontractor (if applicable) will:-
- a) be responsible for any work required to install and commission the 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.

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 **Error! Reference source not found.** of this Service Description.
- 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.