

iWatch UK Ltd.

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IMPORTANT NOTICE: THE FOLLOWING AGREEMENT GOVERNS THE TERMS AND CONDITIONS UNDER WHICH THE MONITORING SERVICE IS PROVIDED. IF YOU INTEND TO AVAIL OF THIS SERVICE, IT IS ESSENTIAL THAT YOU READ THE AGREEMENT CAREFULLY. COMPLETE THOSE SECTIONS MARKED AND RETURN THE SIGNED COPY TO US.

- A** The Company is engaged, inter alia, in the business of providing security services including a Monitoring Service, whereby a CCTV System may from time contact Receiving Equipment in one of the Company's Monitoring Stations (as such items are hereafter defined).
- B** The Subject has a CCTV System installed at the Monitored Property and wishes to avail of the Company's Monitoring Service (as such terms are hereafter defined).
- C** This agreement is entered into between the parties to regulate the provision of the said Monitoring Service.

NOW IT IS HEREBY AGREED by and between the parties as follows:-

1 DEFINITIONS

"Alarm Conditions" means any conditions arising at the Monitored Property requiring action by the Company with reference to the Emergency Instructions.

"iWatch System" means the intruder, fire or other electronic protection or signalling system, installed at the Monitored Property.

"The Communications Path" means the public telephone network, or a wireless frequency or frequencies or any landline or landlines, cable or other communications medium which may be used as a means of carrying a signal from the iWatch System to the receiving Equipment whether or not supplied by or under licence from Eircom, the Department of Communications, Energy and Natural Resources or other public authority.

"Connection Date" means the date upon which the iWatch System is connected to the Receiving Equipment, and provided that the Emergency Instructions have been given, the date on which the Monitoring Service commences.

"The Central Stations" means the command centre of the Company located at 2013 Orchard Avenue, Citywest Business Campus, Dublin 24, Ireland, or such other location or central station from which the Monitoring Service may be provided from time to time for the duration of the Agreement.

"Emergency Instructions" means the written instructions and any alteration thereto given by the Subscriber (and in the case of a limited liability company, signed by a person duly authorized by the subscriber) to and accepted by the Company as to the action to be taken in the event of and Alarm Condition at the Monitored Property.

"Emergency Services" means Police, Fire Brigade, Ambulance or other emergency response services as may be appropriate to be notified in the event of an Alarm Condition but shall not include and person attending a Monitored Property as a keyholder or any other reason.

"Monitored Property" means the premises or property of Subscriber in respect of which the Monitoring Service is provided.

"The Monitoring Service" means the service whereby the iWatch System may from time to time contact the Receiving Equipment and, in the event of an alarm condition, whereby the company acts in accordance with the emergency instructions.

"The Receiving Equipment" means the device or devices located in the Central Station to receive signals from the iWatch System via the communications path and to translate such signals into audible signals and/or visual display, including any computing devices used to process such signals.

2 MONITORING SERVICE

(a) In consideration of the Monitoring Fee the Company shall provide the Monitoring Service

(b) In consideration of the Monitoring Service, the Subscriber shall pay the Monitoring Fee.

3 TERMS OF PAYMENT

(a) Payment of the Monitoring Fee shall be made to the Company in Euros. Monitoring fees are paid in advance by standing order or direct debit. Fee subject to review in accordance with the provision of clause 10 hereof.

(b) The Monitoring Fee shall be paid without reduction or deferment on account of disputes, cross claims or for any other reason whatsoever. If the Subscriber shall fail to pay the Monitoring Fee on the due date, the Company may suspend the Monitoring Service under this or any other agreement and if the Monitoring Fee shall remain in arrears for seven days after demand shall have been made, the Company may cancel this or any other such agreement and, in either case, without prejudice to any other right the Company shall have.

(c) Without prejudice to the foregoing the Subscriber shall pay to the Company interest on overdue payments calculated on the day-to-day balance at a rate of interest equal to that payable by the Company on Single A overdraft borrowing as such rate may vary from day to day. Such interest shall be payable on demand and may be charged and added to the balance of overdue payments. A statement from the Company as to the rate of interest applicable under this paragraph shall in the absence of manifest error, be conclusive.

(d) Nothing in this clause shall be taken as limiting the Company's rights under clause 8 hereof.

4 SUBSCRIBERS OBLIGATIONS

The subscriber shall:

(a) Arrange for all the necessary connections to be made to the Central Station (other than those required to be made by Eircom or any other body in compliance with statutory, or other legislative, requirements.

(b) Not alter, interfere with or permit any alteration or interference with the iWatch System other than for the purpose of maintenance and/or repair of the iWatch System.

(c) Give to the company 30 days prior notice of any proposed structural alterations to the Monitored Property and of any modifications to the iWatch System or to the Communications Path which may affect the Monitored Service.

(d) Notify the company forthwith in writing of any alterations or amendments to, or modifications of, the Emergency Instructions.

(e) Ensure that, in the event of an Alarm Condition occurring accidentally or inadvertently, it shall immediately notify the Central Station by telephone, and if requested, confirm same by written notification.

(f) Ensure that it makes available such components of the Communications Path as may be necessary for the operation of the Monitoring Service and shall further ensure that the cost of the Communications Path together with all charges for the continued use thereof, are punctually paid to Eircom or other authority as the case may be.

(g) In the event of any defect or fault occurring in the iWatch System, or of any change to the Communications Path at the Monitored Property affecting the Monitored Services, at Company's request and without undue delay, remedy, or arrange to remedy, the said defect or fault and make such changes or repairs as are required to restore the iWatch System or Communications Path to proper working order.

(h) Obtain and maintain any licences or consents as may be required from time to time by Eircom, the Department of Communications, Energy and Natural Resources or other authority and produce same within seven days of being requested to do so by the Company.

(i) On termination of the Agreement for any reason whatsoever

(i) at the Company's request and without undue delay, arrange to have the iWatch System disconnected and remove or cause to be removed from the Central Station all components of the Communications Path exclusively relating to the monitored service.

(ii) Make whatever arrangements it shall at its own discretion deem necessary for the provision of an alternative Monitoring Service.

5 LIMITATION OF MONITORING SERVICE

(a) If, at any time, the Monitoring Fee, shall be in arrears for a period of 30 days or more, the Company shall not be bound to perform any of its obligations hereunder.

(b) The Company reserves the right to withdraw or curtail, without refund or liability, the Monitoring Service to the Monitored Property if any of the following events occur

(i) The Emergency Services or any of them refuse to respond to an Alarm Condition, or withhold or otherwise withdraw their service in respect of the Monitored Property.

(ii) If the subscriber refuses or fails to provide adequate Emergency Instructions; or

(c) (i) Notwithstanding the above, this agreement may be terminated forthwith, if at any time, the Central Station or the Receiving Equipment are destroyed or damaged so that they cannot reasonably be used, or if the Company is unable to secure or retain the components of the Communications Path required for the receipt of signals from the Monitored Property and such termination shall not give rise to any claim by the subscriber against the Company.

(ii) In the event of such termination referred to at (c)(i) above, the Company shall refund to the subscriber a proportion of the Monitoring Fee in respect of the period for which Monitoring Service shall not be provided and for which the Monitoring Fee has been paid.

6 LIABILITY OF THE COMPANY

(a) Insofar as is permitted by the law, the Company shall not be liable whether in contract, tort or otherwise, for any loss, damage or expense of any kind whatsoever, consequential or otherwise, arising out of or in connection with the operation, non-operation or faulty operation of the Monitoring Service, the Communication Path or the Central Station howsoever caused, or arising by reason of any failure of the Company to respond to an Alarm Condition, or to contact the Emergency Instructions or from any other cause, whether or not such act, omission or neglect on the part of the Company, its servants or agents, amounts to a fundamental breach of this Agreement.

(b) The Company shall have no liability arising out of or in connection with any incidents involving the failure of the Monitoring Service to respond to an Alarm Condition when such failure is caused by the operation or faulty operation of the Alarm System whether or not on the part of the Subscriber, employees or agents and/or the installer, its employees or agents.

(c) The Company shall have no liability arising out of any incidents involving a failure, delay or refusal to respond to an Alarm Condition on the part of any of the Emergency Services, or any other party.

(d) The Company shall have no liability for any loss, damage or expense arising out of the failure on the part of the Subscriber to make satisfactory arrangements for the provision of an alternative monitoring service in the event of termination of the Agreement for any reason whatsoever.

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REMEDIES FOR ANY DEFECTS ETC

(a) It is understood and agreed that the Receiving Equipment may not be compatible with all video transmission systems.

(b) The Company does not guarantee or warrant that the Receiving Equipment or Monitoring Services will alert or prevent occurrences, or the consequences thereof, which the Receiving Equipment, or Monitoring Services is designed to alert or prevent.

(c) If due to non-payment of overdue sums to the Company, the Monitoring Service is not properly in use, the Company shall be entitled to make a charge for any work required to restore the Monitoring Service.

(d) The Company's liability for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of or in connection with or resulting from the supply of the Monitoring Service shall be limited to the greater of a sum equal to ten percent of the Monitoring Fee plus two hundred Euro. In no event shall the Company be liable for any loss of profits, or special or consequential damages suffered by the Subscriber. Nothing contained in this paragraph shall by implication create any liability or obligation on the part of the Company or effect or diminish any disclaimer or liability elsewhere contained herein.

(e) Any claim related to the Monitoring Service shall be notified to the Company within fourteen days from the date of the event giving rise to the claim, and the subscriber shall afford the Company reasonable facilities for examining the CCTV system and Communications Path.

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DEFAULT BY THE SUBSCRIBER

If the Subscriber

(a) fails to comply with any term of this Agreement (including stipulations as to payment); or

(b) commits an act of bankruptcy or receives any petition or receiving order in bankruptcy, makes an arrangement or composition with creditors or suffers any distress of execution; or

(c) resolves or is ordered to be wound up or has a receiver or an examiner appointed then in any such event, the Company shall have the right (without prejudice to any other remedies) to cancel, withhold or suspend the Monitoring Service and to demand payment forthwith of all sums due by the Subscriber to the Company.

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INSURANCE

It is understood and agreed by the Subscriber that the Company is not an insurer and that any insurance in respect of the Alarm System and the Monitored Property should be obtained by and at the expense of the Subscriber. It is further understood and agreed by the Subscriber and the Company that the Monitoring Fee is based solely on the value of the Monitoring Service and is unrelated to the value of the Monitored Property or any other Property located in the Monitored Property.

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TERM / RENEWAL / TERMINATION OF MONITORING SERVICE

(a) The duration of the Agreement shall be five years commencing on the Connection Date and ending on the fifth anniversary thereafter, unless otherwise stated in the Agreement. This agreement shall automatically renew itself. One party shall give to the other (3) months prior written notice of termination of the Agreement, such notice to expire before the expiration of the five year period and, in case of an annual renewal, prior to the expiration of the annual period.

(b) The Company shall have the right to increase the Monitoring Fee on each anniversary of the Connection Date

(c) The Company shall be entitled to terminate this Agreement on such grounds as it shall, at its sole discretion, deem reasonable prior to its expiration in accordance with sub-clause (a), on giving the Subscriber thirty days prior written notice of its intention to do so, and in such event shall repay to the Subscriber such proportion of the Monitoring Fee as shall have been paid by the Subscriber for the unexpired period of the Agreement during which the Monitoring service shall not be provided.

(d) If the Monitoring Fee shall remain unpaid for a period of thirty days from the due date of payment the Subscriber shall procure permission for the Company, its servants or agents at all reasonable times to enter the Monitored Property to disconnect the Alarm System from the Receiving Equipment and/or cease to provide the Monitoring Service.

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GENERAL

(a) The contractual rights which the Subscriber enjoys by virtue of Section 39 of the Sale of Goods and Supply of Services Act 1980 are in no way prejudiced by anything contained herein save to the extent permitted by law.

(b) Words and expressions defined in the Sale of Goods and Supply of Services Act 1980 shall, when used in this Agreement save where the context otherwise requires, bear the same meanings as therein. In particular all references to "goods" shall be interpreted to include all goods and materials supplied under a contract for the supply of services.

(c) This Agreement shall apply to the supply of all Monitoring Services by the company, its servants and agents to the Subscriber and supersedes all previous terms and conditions appearing in any advertisement of the Company or elsewhere and no advice, presentation, promise, condition, inducement or warranty, express or implied, given by the Company not included in writing in this Agreement and no variation or purported variation, whether before or after the making of this Agreement, shall have any effect or binding upon the Company unless expressly agreed to and accepted in writing by a director or duly authorised officer of the Company.

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INDEMNITY

(a) In the event of the Alarm System being connected to the Emergency Services or any of them, the Subscriber agrees to indemnify and keep indemnified the Company against all liability arising under any agreement which the Company may have entered into with the relevant Emergency Service in order to obtain a licence to make the connection at the Police or Fire Station.

(b) The Subscriber hereby indemnifies the Company in respect of any charge due in respect of a visit to the Monitored Property required by any of the Emergency Services, Eircom or any other Authority, the Installer or any person noted in the Emergency Instructions, as a result of a fault in, or the Alarm System or the Communications Paths or due to any other circumstances outside the Company's control or due to the failure of the Subscriber, its employees or agents to operate the Alarm System correctly.

(c) Nothing in this Agreement shall constitute or be construed as a representation or warranty to the Subscriber nor shall it form part of, or be construed as an Agreement between either the Company and the Installer or the Subscriber and the Installer.

(d) The Company shall at all time be entitled to perform any or all of its obligations hereunder using sub-contractors employed or to be employed by the Company at any time and from time to time.

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NOTICE

Any notice or direction to be served by any party hereto on any party hereto shall, unless otherwise stated, be sufficiently served if delivered by hand or posted by prepaid registered post to the last known address of the person to be served and any such notice shall be deemed to have been served at the time of delivery or three business days after the time of posting as the case may be and for the purposes of this clause the expression "Business Day" shall mean a day upon which the associated banks are open for business in Dublin, Ireland.

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ENFORCEABILITY

In accordance with this Agreement prohibited by, or unlawful or unenforceable under, any applicable law shall (to the extent required by such law) be ineffective without modifying the remaining provision of the Agreement but where the provision of such applicable law may be waived they are hereby waived to the full extent permitted by such law to the end that the Agreement shall be valid, binding and enforceable in accordance with those terms.

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FORCE MAJEURE

The Company shall not be under any liability of whatever kind for non-performance in whole or in part of its obligation under this Agreement due to causes beyond the control of the Company or its suppliers including, but not limited to, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, acts of the Subscriber or a third party, failure or delay in transportation, acts of any Government or other agency or sub-division thereof, Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest, lightning strikes or other acts of God, delay in delivery to the Company or its suppliers or shortage of labour, fuel, raw materials or machinery or technical failure. In any such event the Company may, without liability, cancel or vary the terms of contract including, but not limited to, extending the time, for performing the Agreement for a period of at least equal to the time lost by reason of such causes.

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ASSIGNMENT

(a) The Company may assign or transfer the benefit of this contract or all or any of its rights or obligations hereunder to any person or persons.

(b) The Subscriber shall not assign or transfer to any person or persons the benefit of this contract or all or any of its rights or obligations hereunder without prior written consent of the Company, which consent shall not be reasonably withheld.

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ARBITRATION

Any disputes, differences or questions arising between the parties as to the construction of this Agreement or as to any matter or thing arising out of this Agreement or in any way connected therewith shall be and is hereby referred to the arbitration of a single arbitrator to be agreed by the parties or in default of agreement to be the President for the time being of the Institute of Engineers of Ireland ("The Arbitrator"). The Arbitrator so agreed or appointed hereunder shall exercise all the power conferred on arbitrators by the Arbitration Act 1954 and 1980 or any statutory amendments thereof.

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GOVERNING LAW

This Agreement shall be governed and construed in all respects in accordance with the laws of the Republic of Ireland.

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ACCEPTANCE

I/We, the subscriber, hereby acknowledges that we have read and understood the terms hereof and that the same Agreement exists between us and is a legal, valid and binding Agreement.