

1 **SERVICE DESCRIPTION FOR CSL DUALCOM – ALARM SIGNALLING PRODUCTS (SINGLE/DUAL PATH)**

The provisions of this Service Description form part of the Agreement comprising the General Terms and Conditions and the Order Form.

2 **DEFINITIONS**

Capitalised terms in this Service Description shall have the same meanings as in the General Terms and Conditions and in addition the following terms shall mean:-

<i>Business Day</i>	means any day between Monday and Friday excluding bank and public holidays.
<i>Flood Control / Smart Reporting</i>	Service applied to automatically hold path faults which would have otherwise been delivered to the Monitoring Station due to Network disruption or fault;
<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>Installation Manual</i>	document available via CSL’s website that outlines how the product should be installed and configured for correct operation;
<i>IP</i>	means internetworking protocol a suite of open architecture protocols that allow data communication over disparate networks;
<i>Network</i>	means any and all of the telecommunications systems whether fixed or wireless operated by the Communication Provider(s) or other systems provided by a Third Party Service Provider as may be made available by CSL to you for the purpose of providing the Services;
<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>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 your identity) which has been supplied to you by CSL;
<i>Wired Path</i>	means a fixed communication connection to an end user’s premises for which a PSTN, IP or other communication service is enabled.

3 **SERVICE DESCRIPTION**

General Description

3.1 The “**Service**” is:

- (a) the **Single Path** (wireless or wired) service which securely delivers alarms and regularly monitors and reports failure of the signalling path between End User equipment, the wireless or wired connectivity, and hosting platforms and delivery network through to the customer’s receiving platform. The service can utilise the Network for the wireless communication path; and/or
- (b) the **Dual Path** service which 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 can utilise the Network/s provided 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 General Terms and Conditions for each connection to the Service to the address specified by the Customer.

3.3 The Customer expressly acknowledges that neither CSL nor the Communications Provider has any liability for poor or fluctuating access to the Network or for temporary or permanent interference with the Network at an End User’s premises irrespective of any information published by the Communications Provider.

3.4 CSL will set Network Polling intervals as CSL deems appropriate from time to time and notwithstanding publication or notification of Network 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.

3.5 In any event CSL reserves the right to suspend Network Polling of the Device where the Network service is not re-established within 120 hours of a failure occurring. CSL will not be responsible for any call charges after a path failure is reported and not fixed within 120 hours.

3.6 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 Network Poll the Device until such time as CSL receives reasonable assurances that the Customer’s obligations have been and will continue to be met.

3.7 Where Dual Path service is enabled if the Service fails due to a fault on one path, CSL will monitor the alternate path between the Device and the Gemini Managed Network by Polling.

Flood Control / Smart Reporting

3.8 In the event of Network disruption i.e. outage, CSL may delay Gemini Managed Network communication fails being sent until outages have been fully restored without notice.

3.9 Where available, Smart Reporting will be applied to hold path faults in the event of local or national Network disruption where the alternate path is still available or up to the maximum reporting time as required by the Service purchased.

Network - Wireless Service

3.10 The wireless element of the Service i.e. GPRS/3G/LTE, provides the primary, alternative or tandem route for the transmission of alarm signals using the wireless networks.

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- 3.11 If the wireless service fails due to a fault in the wireless Network, CSL will advise the Customer of such failure and will attempt to re-establish wireless communications at intervals until communication is restored.

Network - Wired Service

- 3.12 The wired element of the Service provides an alternative or tandem route for the transmission of alarm signals using the PSTN and/or IP network.
- 3.13 In the case of using PSTN the Service will generate Polling calls on the End User's telephone line. These calls will be billed to the End User telephone service using an 0808 freephone number.
- 3.14 For clarity the Wired Service also includes WiFi connections where utilising a WiFi module or functionality supplied by CSL for use with the product.
- 3.15 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 and will attempt to re-establish wired communications at intervals until communication is restored.

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 on Business Days.
- 4.2 If the Customer reports a fault in the Service CSL will respond by:
- (a) providing advice by telephone/email or online, including advice where appropriate, as to tests and checks to be carried out by the Customer;
 - (b) where possible, carrying out diagnostic checks; and
 - (c) wireless connectivity testing.
- 4.3 The Service does not include:
- (a) the provision or repair or maintenance of wired service to the Customer;
 - (b) the provision or installation or repair or maintenance of a Device;
 - (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, Installation Manual, advice or 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 any additional modules or

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SIM Card in accordance with any instructions and Instruction Manual provided by CSL or the Communications 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.

5.3 Where the Device is not configured or installed as intended, or the recommendations set out in the Installation Manual have not been followed, CSL reserves the right to withdraw the Service or downgrade the fault reporting times of the equipment until such time as CSL is notified that actions have been or will be undertaken to ensure that the installation recommendations have been, and will continue to be followed.

6 ADDITIONAL CONDITIONS

Guarantee

6.1 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;

6.2 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 Business Days of the fault being reported to CSL.

6.3 If CSL decides to replace the Device an appropriate replacement will be despatched to the Customer within one Business Day of the report of the fault.

6.4 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 Business 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®

6.5 The Customer may request CSL changes the Service to another option specified in paragraph 3.1 of this Service Description.

6.6 The Customer shall complete this GradeShift® request by completing the necessary electronic form and paying CSL the applicable fee.

6.7 The Customer will be charged the applicable price of the new option.