

ANNUAL SERVICE, CLOUD ACCESS AND REMOTE MONITORING AGREEMENT

THIS AGREEMENT shall commence on the --/--/-- (“Commencement Date”)

Between

1. Smar Technology Ltd (“The Company”)

and

2. Name (“The Customer”)

To cover:

Address

(“Premises”)

Smar Technology Centre, Pilley Lane, Birdwell, Barnsley, South Yorkshire. S70 5UD
Telephone 01924 242600
Mobile 07973 830924
Email: info@smar-tech.co.uk

Registered Office: 531 Denby Dale Road West, Calder Grove, Wakefield WF4 3ND. Registered Number 4244048 VAT No. 852 5031 47

1. DEFINITIONS

- 1.1. “Annual Charge” means the Annual Service, Cloud Access and Remote Monitoring charge payable by the Customer to the Company annually in advance. The first year’s Annual Charge is contained in Schedule Two of this Agreement.
- 1.2. “Term” means the minimum period of 3 years from the Commencement Date of this Agreement unless written notice to terminate has been given to or by the Company in line with 5.3 to 5.5 of this Agreement.
- 1.3. “System” means the equipment and all of its component parts, including batteries, as outlined in Schedule One of this Agreement.
- 1.4. “Advanced Features” means features which are only accessible through the Cloud Access.
- 1.5. “Automatic Alert Notification Contact Detail” means a specific and unique address or number used by the System to automatically notify specific individuals and/or devices of an event, alert or other occurrence.
- 1.6. “Notify” means the formal communication between the Customer and the Company and vice versa which is only deemed effective if carried out by email or in writing by registered post or other trackable method to the Contact Address as outlined in Schedule Five of this Agreement.
- 1.7. “Contact Address” means an email address and/or a postal address and other contact details specified for formal communication as agreed between the Customer and the Company and vice versa and/or shown in Schedule Five of this Agreement.
- 1.8. “Reasonable Use” means the use of the System equipment as outlined in Schedule Three of this Agreement.
- 1.9. “Gateway” means the electronic device installed to connect the System to the Cloud Access.
- 1.10. “Authorised Agent” means an appropriately trained/competent third party, who has been specifically authorised in writing by the Company to carry out certain and specific activities on behalf of the Company.

2. OBLIGATIONS OF THE COMPANY - ANNUAL SERVICE, CLOUD ACCESS AND REMOTE MONITORING

- 2.1. In return for payment of the Annual Charge, the Company will:
 - 2.1.1. send a Company service engineer to the Premises who will undertake one routine service visit and full system test per annum (annual service visit) on an agreed date on or around the anniversary of the installation;
 - 2.1.2. replace batteries free of charge as necessary, provided that the use of the System is not in excess of the “Reasonable Use” specified in Schedule Three of this document;
 - 2.1.3. allow the Customer access to the Cloud Interface in order to access the Advanced Features of the System;
 - 2.1.4. remotely monitor data received from the System for indications of:
 - 2.1.4.1. Radio Signal integrity
 - 2.1.4.2. Battery Usage
 - 2.1.4.3. Functionality

- 2.1.4.4. Diagnostics and Configuration
- 2.1.5. notify the Customer of any issues apparent from the data received via the remote monitoring service;
- 2.1.6. provide free of charge software upgrades appropriate to the installation premises;
- 2.1.7. advise the Customer of any improvements and/or upgrades to the System which may have become available and provide a quotation for these;
- 2.2. Following the annual service visit, a written report on the condition of the System will be made available on the online portal and if requested, will also be forwarded to the Customer within 14 working days. It is then the Customer's responsibility to act upon the report supplied by the Company. The Company accepts no liability where the Customer fails to act.
- 2.3. With the exception of items listed in 2.1.2, the Annual Charge does not include charges for any replacement parts which will be charged in addition to the Annual Charge and will require written authorisation from the Customer.
- 2.4. Any work required following or as a result of the routine annual service visit is not covered under this Agreement and would form a separate contract of works.
- 2.5. Parts or components of the System which fail after the routine annual service visit will remain at the liability of the Customer and must be notified to the Company in writing.
- 2.6. This Agreement does not cover any of the following:
 - 2.6.1 any repair or replacement of a part which is required as a result of misuse or wilful or accidental damage by any person or persons other than an employee of the Company;
 - 2.6.2 any repair or replacement of a part which has been repaired by or in any way interfered with by a person or persons other than an employee of the Company;
 - 2.6.3 the replacement of batteries where the use of the equipment is in excess of the "Reasonable Use" specified in Schedule Three of this Agreement;
- 2.7. If the Company have to attend the Premises or repair the System or repair or replace any part of the System between routine annual service visits, the Company will make a charge at its usual rates unless this work is covered by the Company's equipment warranty as outlined in the Company's General Terms and Conditions of Sale.
- 2.8. Any work undertaken by the Company at the Premises under this Agreement will be carried out during normal working hours of the Company between (9 a.m.) and (5.30 p.m.) Mondays to Fridays excluding Public Holidays, unless otherwise agreed.
- 2.9. Subject to the obligations of the Company under this Agreement and to the provisions of the Consumer Rights Act 2015 the Company will not be liable to the Customer or any person claiming through the Customer for any loss or damage caused by or arising from the failure of the Company to fulfil its obligations under the Agreement nor for any consequential loss of any kind flowing from any misrepresentation or breach of warranty.
- 2.10. No employee agent or representative of the Company save for its Directors has any authority from the Company to make any representation or warranty in respect of:

2.10.1. the System or the services provided under this Agreement; or

2.10.2. the meaning of the terms of this Agreement;

2.11. This Agreement shall not be capable of variation except in writing by the Company. This Agreement and any subsequent variation to it will be available to view on the Company's website: www.Infinity-lockdown.co.uk. This Agreement, together with the Company's General Terms and Conditions of Sale, constitute the entire Agreement between the Company and the Customer.

3. OBLIGATIONS OF THE CUSTOMER

- 3.1. The Customer will be responsible for notifying the Company if the Customer becomes aware of any damage to, fault with or misuse of the System and/or any changes and/or alterations to the Premises and related environment which may affect the operation and/or performance of the System.
- 3.2. The Customer will only use the equipment in accordance with the instructions and/or any directions as issued by the Company.
- 3.3. The Customer will test the System regularly to ensure that the System's functionality remains in-line with the Customer's requirements.
- 3.4. The Customer will not carry out or allow any person or persons other than the Company or its Authorised Agent, to carry out any repair to the System, or otherwise interfere with, or move the location of the System, or any part of it, or replace, or allow any person other than an employee or an Authorised Agent of the Company to replace, or repair or in any way interfere with any part of the System.
- 3.5. The Customer will provide and maintain a reliable power supply and internet connection to any Gateway for the duration of this Agreement and will indemnify the Company against any related consequential losses arising from any loss or corruption of any data.
- 3.6. The Customer will provide safe, unrestricted access to the Premises when required by the Company to carry out its obligations under this Agreement.
- 3.7. The Customer will formally notify the Company of any changes to the Automatic Alert Notification Contact Detail.

4. PAYMENT/CHARGES

- 4.1. The Customer will pay the first year's Annual Charge for the amount as specified in Schedule Two. This first payment is to be made within 14 days of the Commencement Date of this Agreement or the date of the related invoice, whichever is sooner, and thereafter each subsequent Annual Charge payment, unless specified otherwise in a related invoice, shall be made annually within 30 days of each anniversary of this Agreement for the Term of this Agreement.
- 4.2. The Company will review the Annual Charge on an annual basis and will notify the Customer of any future changes to the Annual Charge, such notification to be given within reasonable time prior to the relevant anniversary of this Agreement.
- 4.3. The Company will be entitled to charge the Customer for any replacement parts found to be required at the time of the routine annual service visits or at any other time and for any related call-out charges not covered under this Agreement.

- 4.4. The Company will be entitled to charge the Customer a reasonable cost for any work which it undertakes in connection with the equipment which is outside the scope of this Agreement and/or any warranty cover or for any work which is made necessary by the breach of the Customer of the terms of this Agreement, provided the Customer has given his approval for such work being undertaken.
- 4.5. In the event that no fault is found by the service engineer on attendance to a call-out request from the Customer and providing that the said request was received through the agreed channels, the call-out visit will be at the cost to the Customer on a time and expenses basis.

5. COMMENCEMENT AND DETERMINATION

- 5.1. This Agreement shall commence on the date as specified on page 1 of this Agreement which is the date also specified in Schedule Four ("Commencement Date") and shall continue for an initial Term of three years.
- 5.2. At the end of the initial Term of three years and each or any subsequent twelve month period, this Agreement will automatically be renewed for a further twelve month period, unless the Company or the Customer has given the other written notice of its wish to terminate this Agreement at least three months before the end of the then current twelve month period of this Agreement.
- 5.3. The Company may terminate this Agreement immediately and without notice if any of the following events occur:
 - 5.3.1. the Customer moves any part of the System from the Premises specified as the Customer's address(es) in this Agreement (unless otherwise agreed with the Company);
 - 5.3.2. the Customer is in default for more than 14 days in payment of any amount due under this Agreement;
 - 5.3.3. the Customer is in breach of any terms of this Agreement and/or the Company's General Terms and Conditions of Sale;
 - 5.3.4. the Company is unable to fulfil any or all of its obligations under the Agreement;
- 5.4. In the event of the Company being in breach of its obligations as contained within 2.1 of this Agreement, the Customer shall formally notify the Company in writing of this breach to allow the Company opportunity to remedy the breach. In the event that the Company then fails to agree to remedy the breach, the Customer will be entitled to terminate this Agreement without further notice.
- 5.5. Either party may terminate this Agreement after the end of the initial Term of three years provided that they give the other party at least three months' written notice before the end of the then current twelve month period of this Agreement.
- 5.6. In the event of termination of this Agreement by the Customer, unless such termination is as a result of an un-remedied breach of this Agreement by the Company, the Customer will not be entitled to any Annual Charge refunds.

6. TRANSFER OF AGREEMENT

- 6.1. The Customer shall not be entitled to assign any of its rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign this Agreement and transfer its obligations and the benefit of the rights under it.

7. FORCE MAJEURE

- 7.1. The Company will not be liable for any loss or damage caused from its failure to carry out any of its obligations under this Agreement due to anything beyond the control of the Company.

8. NOTICES

- 8.1. Any notice which has to be given by the Company will be in writing and deemed duly delivered if sent to or left at the address of the Customer contained in this Agreement or to any other address and/or email addresses which the Customer has notified the Company in writing as their address or email address for service.

9. GENERAL

- 9.1. No forbearance, relaxation, indulgence or the giving of time by the Company shall in any way diminish or affect the Customer's obligations nor be a waiver of any breach of the provisions of this Agreement.
- 9.2. By signing this Agreement and/or by the Customer paying any invoice relating to this Agreement, the Company and the Customer are confirming acceptance of the clauses contained within this Agreement.
- 9.3. Unless otherwise stated within this Agreement, this Agreement and any equipment or services related to it which are supplied by the Company will be subject to and governed by the Company's General Terms and Conditions of Sale.
- 9.4. This Agreement shall be governed by the laws of England to the jurisdiction of whose Court the parties hereby submit.

Company Name: Smar-Technology limited

Chris Idle

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Christopher Idle
Director on behalf of the Company

Customer Name:

.....
(Signature optional - see 9.2.)

Schedules

Schedule One – Radio Based Infinity Lockdown System (“System”)

The Infinity Lockdown equipment installed on the premises together with all associated fixings, batteries, wiring, and equipment installed as part of the installation

N.B. Any additional equipment purchased following the date of this Agreement will result in a related increase to the Annual Charge.

Schedule Two – Payment/Annual Charge

The Annual Charge payment for the first year of this Agreement is: £ , such sum to be paid within 14 days of the date of the related invoice or the date of this Agreement, whichever is sooner. The Annual Charge payment for subsequent years will be invoiced each year on or around the renewal date of this Agreement.

Schedule Three – Reasonable Use

“Reasonable Use” is defined as the playing of up to 60 seconds of speech per week.

Schedule Four – Commencement Date

This Agreement shall commence on the --/--/-- and shall continue for the period of the Term (as outlined in clause 5 of this Agreement).

Schedule Five – Contact Details for Formal Communication

The Company:

Smar Technology Ltd
8 Chestnut Avenue
Walton
Wakefield
WF2 6TE
Email Lockdown@smar-tech.co.uk
Email Info@smar-tech.co.uk
Tel 01924 242600

The Customer:

Customer Name
Customer's contact address
Customer's contact email addresses
Customer's contact telephone & mobile numbers