

1. Network Security Solutions ("the Company") is engaged, inter alia, in the business of providing security services including a Monitoring Service (as defined below). The signing party to this agreement ("the Subscriber", as more particularly defined below) wishes to avail of the Monitoring Service subject to the terms and conditions of this agreement ("the Agreement"). By signing this Agreement, the Subscriber unconditionally accepts the terms contained herein and agrees to be bound by the provisions of this Agreement which shall govern the relationship between the Company and the Subscriber.

NOW IT IS HEREBY AGREED as follows:

2. MONITORING SERVICE

2.1 The Company shall supply the Monitoring &/or Maintenance Service from the Connection Date to the Subscriber subject to the terms of this Agreement in consideration of the payment of the Fee.

2.2 This Agreement shall remain in force for the Term unless it is terminated earlier by agreement between the parties or if it is terminated pursuant to clause 11 hereof.

3. PAYMENT

3.1 The Subscriber shall be informed of the Annual Monitoring Service Fee prior to the Connection Date. The Fee that shall be charged hereunder for the Term of this Agreement shall then be calculated by reference to the Annual Monitoring or maintenance Service Fee.

3.2 The Fee shall be paid by the Subscriber on an annual, quarterly or monthly basis and first installment of the Fee shall be paid immediately on connection. Thereafter the Fee shall be paid annually or quarterly/monthly in advance by standing order or direct debit unless otherwise agreed by the Company.

3.3 The Fee may be increased at the expiration of each yearly term in line with the Retail Price index provided always that the Subscriber shall be given adequate notice of such increase if it is to apply.

3.4 The Fee shall be paid without reduction or deterrent on account of disputes, cross claims or for other reason whatsoever.

3.5 All payments to be made by the Subscriber hereunder are exclusive of VAT .

3.6 Interest will accrue on all Fees not paid within thirty days calculated on the day-to-day balance at a rate of Interest equal to that payable by the Company on single overdraft borrowing as such rate may vary from day to day (before or after judgment).

3.7 If any additional services are provided hereunder by agreement between the Company and the Subscriber, an additional fee shall be charged.

4. ADVICE

4.1 If the Company or any of the Company's employees gives any advice in relation to the Security Service or the Security System, it shall be provided strictly on the basis that it is for guidance purposes only, and without any responsibility being accepted. The onus is on the Subscriber to verify the accuracy and/or appropriateness of such advice and to accept or reject accordingly. The Company accepts no liability for any advice given hereunder.

5. RESPONSIBILITY OF THE SUBSCRIBER

5.1 This Agreement should be signed by a duly authorised representative of the Subscriber and the Company shall be entitled to treat the Subscriber as contractually bound by these terms and conditions unless the Subscriber can demonstrate that there were no reasonable grounds for the Company to believe that such person had authority to bind the Subscriber.

6. SUBSCRIBER OBLIGATIONS

The Subscriber agrees:

That it will not alter, interfere with or permit any alteration or interference with the Security System other than for the purpose of maintenance and/or repair of the Security System:

To give to the company 30 days prior notice of any proposed structural alterations to the Monitored Property and of any modifications to the Security System or to the communications Path which may affect the Monitoring Service.

To notify the Company forthwith in writing of any alterations or amendments to, or modifications of the Emergency Instructions.

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 in the next post.

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 to enable the Company to fulfill its obligations hereunder.

That in the event of any defect or fault occurring in the Security System, or if there is any change to the Communications Path at the Monitored Property affecting the Monitoring Service, then, at the Company's request and without undue delay, the Subscriber shall be obliged to remedy, or arrange to remedy, the said defect or fault and make such changes or repairs as are required to restore the Monitored System or Communications Path to proper working order.

7. LIMITATION OF MONITORING & / OR MAINTENANCE SERVICE

7.1 If, at any time, the 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.

7.2 The Company reserves the right to withdraw or curtail, without refund or liability, save for that set out in clause 7.3 hereof, the Monitoring Service to the Monitored Property if any of the following events occur.

7.2.1 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 or

7.2.2 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 the signals from the Monitored property or

7.2.3 If the Subscriber refuses or fails to provide adequate Emergency Instructions.

8. EQUIPMENT OWNERSHIP

8.1 Prior to the Connection Date and subject to the payment of the first quarterly installment of the monitoring/maintenance Fee, the Company will install the Security System at the Monitored Property. The Company owns the Security System until the installation of the system has been paid in full on completion. All materials, equipment provided by the Company or its Subcontractors and used directly or indirectly in the supply of the Security Service shall at all times be and remain the exclusive property of the Company until paid for in full.

8.2 The Company maintains the right at all times to enter the Subscribers premises in order to repossess goods that have not been paid for.

9. LIABILITY OF THE COMPANY

9.1 The Company shall not be liable either in contract, tort or otherwise, for any economic loss, loss of business opportunity, loss of revenue, anticipated profits or business, and / or the cost of procuring substitute service on foot of this agreement.

9.2 The Company shall not be liable to the Subscriber in excess of the monitoring Fee that has been paid to the Company during the term of this Agreement.

9.3 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 where such failure is caused by the operation, non operation or faulty operation of the Security System whether or not on the part of the Subscribers, employees of the Subscriber or agents of the Subscriber.

9.4 The Company shall not be liable to the Subscriber for any loss arising to the Subscriber out of the improper or unauthorized use of the Security System or the Receiving Equipment or the temporary unavailability of the Communications Path or for some other reason which is beyond the reasonable control of the Company including but not limited to the occurrence of a force majeure event (within the meaning of clause 16 herein) at the Monitored Property or Central Station Services.

9.5 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.

10. REMEDIES FOR ANY DEFECTS

10.1 In the event that the Subscriber experiences any difficulty in respect of the Security Service, it shall notify the Company immediately or in any event not less than ten days from the day of the event giving rise to the difficulty and the Subscriber shall then afford the Company a reasonable opportunity to examine the security System and Communications Path and remedy as soon as possible.

11. TERMINATION

11.1 In the event that the Subscriber wishes to terminate this Agreement, it shall be obliged to give 60 days notice to the Company of its intention to do so and the provisions of clause 11.2 shall strictly apply.

11.2 If the Subscriber terminates this Agreement or if the Company terminates this Agreement Pursuant to clause 11.3 then, in either case, the balance of the Fee due shall be due and owing by the Subscriber immediately upon termination howsoever caused as follows:

If termination occurs in the first year of the Term 25% of the balance of the Fee that is due for the Term shall be immediately payable. (This is with exception to systems which were specifically sold under an agreed term eg.36 months, with installation discounts applied. Full balance will be due in this case)

11.3 This Agreement may also be terminated by the Company without notice if:

The Subscriber defaults in making payments of the Fee and fails to remedy such breach within ten business days of being so notified by the Company or

The Subscriber commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy within fourteen (14) days of notification in writing by the Company.

13 INSURANCE

13.1 It is understood and agreed by the Subscriber that the Company is not an insurer and that any insurance in respect of the Security System and the Monitoring 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 & Maintenance Fee is based solely on the value of the Security service and is unrelated to the value of the monitored property or any other property located in the Monitored Property.

14 INDEMNITY

14.1 In the event that the Emergency Services are called in circumstances where it is due to a fault on the part of the Subscriber, then the Subscriber shall indemnify the Company fully against any cost or loss that the Company may incur in that instance.

14.2 The Subscriber shall indemnify the Company in full against all costs, claims, actions, proceedings, demands, losses, awards, penalties, fines, liabilities or expenses of whatsoever nature incurred or suffered by the Company arising out of any action brought by a third party as a result of loss or damage to property or equipment held at the Monitored Property from time to time.

16 FORCE MAJEURE

16.1 The Company shall not be under any liability of whatsoever kind for the non-performance in whole or in part of its obligation under this Agreement due to causes beyond the control of the Company or its supplies including, but not limited to, sabotage, acts of the Subscriber or a third party, acts of any Government regulations, labour disputes, strikes, illness, accident, fire, flood, lightning strikes, or other acts of God, delay in delivery to the Company or its suppliers or shortage of labour, rain materials or machinery or technical failure, in any such event, the Company, May, without liability cancel or vary the terms of this Agreement including, but not limiting limited to extending the time, for performing the Agreement for a period at least equal to the time lost by reason of such causes.

17 GENERAL

17.1 The Company may assign or transfer the benefit of this Agreement or all or any of its rights or obligations hereunder to any person or persons.

17.2 Any variation to this Agreement shall only be valid and binding if it is recorded in writing and signed by a director of a Company.

17.3 The contractual rights that 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

17.5 If the Subscriber is contracting hereunder as a consumer, he may cancel this Agreement at any time within seven working days, beginning on the day after this Agreement is signed.

17.7 If any provision of this Agreement shall be found by any court or administrative body competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. 17.8 This Agreement shall be governed by the construed in accordance with the laws of the Republic of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Court.