

SECOM Smart DECAM Service Agreement Terms & Conditions

1. DEFINITIONS

ADDITIONAL SERVICES	:	shall mean those additional goods and/or services set out in Clause 11.2 provided by the SECOM Smart to the Customer during the Agreement Term.
AGREEMENT	:	shall mean the Agreement which comprises these Terms & Conditions, the DSA (defined herein) and the Request for Automatic Payment (if any).
AGREEMENT TERM	:	shall mean the period specified in Section 4 of the DSA and commencing on the Effective Date.
CARRIER	:	shall mean the communications carrier(s) engaged by the Customer that provides the leased line, fixed telephone line, outbound calling services, GSM mobile telephony services and/or broadband internet services to enable the Services to be provided to the Customer.
CHARGES	:	shall mean all monies payable by the Customer pursuant to this Agreement to SECOM Smart for the supply and installation of the DECAM Equipment.
CONSUMABLES	:	shall mean any batteries and other such items that form part of the Equipment.
CUSTOMER	:	shall mean the person or legal entity named in Section 1 of the DSA.
CUSTOMER BILLING INFORMATION	:	shall mean the information set out in Sections 1, 5 and 6 of the DSA and the Direct Credit Authorisation Form (if any) submitted by the Customer to SECOM Smart.
CUSTOMER CARE CENTRE ("CCC")	:	shall mean the facility where a Signal from the Equipment is received and where Customer inquiries are handled.
DECAM EQUIPMENT	:	shall mean the equipment set out in Section 6 of the DSA supplied and installed at the Site by SECOM Smart and any replacement of it together with all parts and components of such equipment.
DECAM MONITORING SERVICES	:	shall mean the Standard Services described in Clause 11.1 and the performance of the Signal Treatment Procedure.
DECOMMISSIONING	:	shall mean disabling the Equipment to ensure no further Signals are transmitted from the Equipment to the CCC.
DSA	:	shall mean Sections 1-7 of the document entitled "DECAM Service Agreement", which expressly incorporates these Terms & Conditions.
EFFECTIVE DATE	:	shall mean the date on which the Services become active as referred to in Clause 5.4 and from which billing of the Fees commences.
EMERGENCY SERVICES	:	shall mean the providers of emergency services in Singapore for e.g. the Police and the SCDF.
EQUIPMENT	:	shall mean the DECAM Equipment and/or any existing fire alarm monitoring equipment installed at the Site.
FALSE ALARMS	:	shall mean Signals that have been generated in error or accidentally at the Site.
FEES	:	shall mean all monies payable by the Customer pursuant to this Agreement including the Charges, Services Fees and any other fees specified therein.

FORCE MAJEURE	:	shall mean acts of God, war, sabotage, riot, insurrection, civil commotion, national emergencies (whether in fact or law), terrorism, pandemic, floods, lightning strikes, strikes, lock-outs or other industrial disturbances, accidents, the effect of any applicable laws, orders, rules or regulations and any other events beyond the reasonable control of SECOM Smart.
GPRS	:	shall mean the General Packet Radio Service. This is a mobile data service.
KEYHOLDER	:	shall mean the person(s) listed in Section 3 of the DSA and who shall be telephoned by SECOM Smart in the order of priority set out in the same section when performing the Signal Treatment Procedure. Each such person must also be in possession of keys or other legal means of access to the Site.
MAINTENANCE	:	shall mean the Standard Services described in Clause 11.1.
MAXIMUM ATTEMPT DURATION	:	shall mean the maximum duration as set out in Section 2 of the DSA within which the CCC shall attempt to contact a Keyholder by telephone before requesting the SCDF to dispatch the fire brigade to the Site.
MONITORED SITE	:	shall mean the address referred at Section 3 of the DSA.
NORMAL WORKING HOURS	:	shall mean the hours between 9.00am and 6.00pm of Monday to Friday and the hours of 9.00am and 1.00pm of Saturday, excluding Sundays and Public Holidays in Singapore.
PERSON	:	shall mean and includes an individual, a firm, body corporate, an unincorporated association or authority. Any reference to a person includes a reference to the person's executors, administrators, successors (including, without limitation, a person taking by novation), assigns and associates.
RELATED CORPORATION	:	shall have the meaning given to it in Section 6 of the Companies Act (Cap.50).
SCDF	:	shall mean the Singapore Civil Defence Force
SCDF AGREEMENT	:	shall mean the agreement between SECOM Smart and SCDF pursuant to which SECOM Smart is connected to the SCDF Operations Centre, which enables SECOM Smart to provide the DECAM Monitoring Services.
SECOM SMART	:	shall mean SECOM Smart (Singapore) Pte. Ltd.
SECTION	:	shall mean a section of the DSA.
SERVICES	:	shall mean the services described in Clause 5.3.
SERVICES FEES	:	shall mean the Fees payable for the Services, as set out in the Customer Billing Information.
SIGNAL	:	shall mean the reception at the CCC of a signal from the Equipment at the Site which, in the reasonable opinion of SECOM Smart, is not a False Alarm.
SIGNAL TREATMENT PROCEDURE	:	shall mean the procedure to be followed by SECOM Smart in the event of the receipt of a Signal, which are set out in Section 2 of the DSA and Clause 7.
SITE	:	shall mean the address in Section 3 of the DSA being the address where the Equipment is installed and in respect of which the Services are provided.

STANDARD SERVICES	:	shall mean any one or combination of the DECAM Monitoring Services, Maintenance and other services as listed in Section 5 of the DSA.
WARRANTY	:	shall mean the warranty in respect of the DECAM Equipment, as set out in Clause 10.1.

2. AGREEMENT TERM

2.1. Term of the Agreement

(a) This Agreement is for the Agreement Term.

2.2. Termination of the DSA

- (a) At any time throughout the Agreement Term, SECOM Smart can terminate this Agreement immediately:
- (i) If the Customer breaches any term of this Agreement and fails to remedy that breach within 14 days of receiving written notice from SECOM Smart to do so;
 - (ii) Upon written notice to the Customer if the Customer, in SECOM Smart's opinion, is bankrupt or insolvent including the Customer going into liquidation or provisional liquidation, receivership or administration;
 - (iii) Immediately if for whatever reason, the SCDF Agreement is terminated; or
 - (iv) Upon written notice to the Customer if SECOM Smart is unable to provide the Services due to an event of Force Majeure.
- (b) Without limitation, the Customer will be in breach of Clause 2.3(a)(i), if the Customer:
- (i) Does not pay any amount owing within 7 days after the date on which the amount becomes payable;
 - (ii) Damages or misuses the Equipment leading to the inability of SECOM Smart to perform the Services;
 - (iii) Fails to nominate Keyholder to be contacted by SECOM Smart in the case of a Signal;
 - (iv) Causes unauthorised work or service to the Equipment or permit unauthorised opening of the control panel, detectors or detection equipment;
 - (v) Does not maintain a leased line, an outgoing fixed line telephone service or any other necessary communication services in order to facilitate the transmission of Signals from and to the Equipment and the CCC; or
 - (vi) Vacates a Site without the prior written consent of SECOM Smart.

2.3 Payment by the Customer if the Agreement is terminated

- (a) If: (i) The Customer terminates or repudiates the Agreement during the Agreement Term; or (ii) SECOM Smart terminates the Agreement pursuant to Clauses 2.2(b)(i) or 2.2(b)(ii); the Customer must pay to SECOM Smart on demand the sum equal to the balance of Fees that would otherwise have been payable under the Agreement to the conclusion of the Agreement Term calculated at the current Fees charged to the Customer and any other Fees payable pursuant to Clause 4.3.
- (b) If the Customer does not pay the Fees referred to in Clause 2.3(a) within 14 days of SECOM Smart's demand the Customer shall indemnify SECOM Smart against any other costs (including legal costs on a solicitor-client basis), expenses, claims or damages whatsoever arising out of or incidental to the breach of the Agreement.

3. OBLIGATIONS

3.1 The Customer's obligations

The Customer agrees throughout the Agreement Term to:

- (a) Pay the Fees to SECOM Smart in accordance with the Agreement, regardless of whether the Customer continues or maintains the required communication service referred to in Clause 2.3 and/or a secondary communication service referred to in Clause 3.1(m);
- (b) Immediately contact the CCC:
 - (i) When any of the Customer's or the Keyholder's information referred to in Sections 1 and 3 of the DSA changes;
 - (ii) Prior to vacating the Site or selling the Site to another party;
 - (iii) Prior to changing its Carrier;
 - (iv) Prior to changing its bank or financial institution where that effects the Customer's elected payment manner;
 - (v) When the Customer's Carrier restricts the provision of the Services.
- (c) Provide such power points as may be necessary for the connection of the essential power supply for the Equipment.
- (d) Provide and/or maintain a functioning leased line, outgoing fixed line telephone or other necessary communication services to allow SECOM Smart to provide the Services;
- (e) Comply with all operating and maintenance instructions in relation to the Equipment;
- (f) Provide safe access to the Site to SECOM Smart or its authorised contractor for the purposes of installing, testing, servicing and maintaining the Equipment and exercising any rights under the Agreement;
- (g) Through SECOM Smart or a qualified licensed technician, carry out regular testing of the Equipment and the connection to the CCC;
- (h) Ensure that the Equipment is not removed from the Site or repaired, modified, altered, adjusted or interfered with by an unauthorised party;
- (i) Keep the Equipment in good order and repair and properly serviced;
- (j) Immediately report to the CCC all faulty or damaged Equipment so that repairs can be carried out;
- (k) Take all steps as may be necessary in order to prevent False Alarms;
- (l) Contact SECOM Smart to arrange Decommissioning of the Equipment on termination or expiry of the Agreement;
- (m) In all respects comply with the codes, standards, regulations and legislation relating to fire safety and buildings, including but not limited to maintaining a primary and secondary communication service in order to facilitate the transmission of Signals from and to the Equipment and the CCC;
- (n) Pay all costs imposed on it by Emergency Services in respect of attending the Site and/or arising out of any False Alarms or any act or omission of the Customer; and
- (o) Indemnify and hold SECOM Smart and its Related Corporations harmless from any loss, damage, cost or expense that SECOM Smart or its Related Corporation may suffer and against all claims, demands, actions, suits and causes of action that may be made by any third party against SECOM Smart or its Related Corporation arising out of the Services or the Agreement.

3.2 SECOM Smart's obligations

SECOM Smart agrees to:

- (a) Supply, install, connect and commission the DECOM Equipment and/or test the existing Equipment in accordance with the Agreement;
- (b) Provide the Services in accordance with the Agreement;
- (c) Operate the CCC, 24 hours a day, 7 days a week (subject to Force Majeure) to monitor Signals and, following the receipt of Signals at the Site, initiate action as set out in the Signal Treatment Procedure; and
- (d) Maintain a log of Signals received at the CCC. The parties agree that the log will be conclusive evidence of the Signals received by the CCC and the action taken by SECOM Smart in response to those Signals.

4. PAYMENT FOR EQUIPMENT, INSTALLATION AND SERVICES

4.1. Payment

The Customer must pay to SECOM Smart for the DECOM Equipment, installation and Services as follows without any set off or reduction:

- (a) The Charges upon completion of installation of the DECOM Equipment;
- (b) The Services Fees from the Effective Date; and
- (c) Any other Fees payable pursuant to Clause 4.3.
- (d) All goods and services tax or other similar taxes that may be payable on any category of Fees must be paid at the same time as the Fees to which the tax relates.

4.2 Frequency and Mode of Payment

- (a) The Customer must pay SECOM Smart the Services Fees annually and in advance for the Services pursuant to Clause 11.
- (b) If the Customer requests for additional services pursuant to Clauses 11.2 and 11.3, SECOM Smart will pro-rate the service fee to coincide with the anniversary of annual fee payment of the Standard Services.
- (c) The Customer will pay each invoice by the due date and in the manner shown on the invoice.

4.3 Additional Fees

The Customer will incur the following additional Fees:

- (a) Call-out Fees for Warranty where the call out occurs outside Normal Working Hours (the Fees will be charged based on travel time and the time of day or night);
- (b) Visits to the Site requested by the Customer unrelated to Warranty (the Fees will be charges based on travel time and the time of day or night);
- (c) Any Additional Services purchased by the Customer during the Agreement Term;
- (d) All costs imposed on SECOM Smart by Emergency Services in respect of attending the Site and/or arising out of any False Alarms or any act or omission of the Customer;
- (e) Any Fees for Decommissioning the Equipment if the Agreement is terminated for any reason or if it expires;
- (f) All costs incurred by SECOM Smart in exercising its rights to repossess the DECOM Equipment pursuant to Clause 5.2(c);
- (g) Re-programming the Equipment for any reason including but not limited to if the Customer changes its Carrier.

4.4 When additional Fees are payable by the Customer

The Fees referred to in Clause 4.3 will be payable by the Customer in the month following that in which the goods and/or services were provided, in the manner elected by the Customer in the Customer Billing Information.

4.5 If the Customer disagrees with a Fee

If the Customer considers there is a mistake in the calculation of any Fee, it should notify SECOM Smart as soon as possible after receiving notification of the Fee. SECOM Smart will promptly investigate the matter and update the Customer. The Customer must pay the Fee including any disputed part by the due date for payment regardless of any mistake. If there is a mistake, SECOM Smart will adjust a subsequent invoice or reverse the electronic transaction as the case may be.

4.6 Interest and costs payable on outstanding Fees

SECOM Smart reserves the right to charge interest on any part of Fees not paid by the Customer by the due date. Interest calculated daily, will be charged from the due date until payment at a rate of 1.5% per month on the outstanding Fees. Further, if the Customer does not pay any outstanding Fees within 14 days of SECOM Smart's demand, the Customer shall indemnify SECOM Smart against any other costs (including legal costs on a solicitor-client basis), expenses, claims or damages whatsoever arising out of or incidental to the breach of the Agreement.

4.7 When Services Fees are fixed during the Agreement Term

- (a) The Services Fees are fixed for the Agreement Term if the Agreement Term selected by the Customer in Section 5 of the DSA is one (1) year.
- (b) The Services Fees are fixed for the first twelve (12) months of the Agreement Term if the Agreement Term selected by the Customer in Section 5 of the DSA is more than one (1) year. After the first twelve
- (c) (12) months of the Agreement Term, the Services Fees are subject to change at SECOM Smart's discretion.
- (d) If at any time during the Agreement Term the government, the SCDF, the Customer's Carrier or any other party imposes additional taxes or increases existing taxes, charges and/or fees then the Customer will be responsible for paying those increased costs as part of the Fees.
- (e) SECOM Smart will provide the Customer with 30 days' written notice of any change to the Service Fees.

5. EQUIPMENT AND THE SERVICES

5.1 Installation and/or testing if the Equipment

- (a) SECOM Smart will supply and install the DECAM Equipment at the Site and/or test the existing Equipment at the Site.
- (b) The Customer will be responsible for:
 - (i) Any structural alterations to the Site;
 - (ii) Any necessary repairs to the Site; or
 - (iii) The provision of all necessary power points to enable the Equipment to be installed and operated.

5.2 Risk in and title to DECAM Equipment

- (a) The risk in the DECAM Equipment passes to the Customer upon installation of the DECAM Equipment at the Site.

(b) Subject to Clause 4.3(g), title to the DECAM Equipment remains with SECOM Smart and upon termination or expiry of this DSA, SECOM Smart may remove or abandon in whole or in part, the DECAM Equipment without obligation to make good the Site upon such removal and/or abandonment. The Customer must provide safe access for SECOM Smart to the Site or any other site where the DECAM Equipment may be stored to enable SECOM Smart to remove the DECAM Equipment.

(c) If any Fees payable during the Agreement Term are not paid by the Customer to SECOM Smart or the Customer commits any other breach of the Agreement during the Agreement Term, SECOM Smart may at any time, without notice to the Customer and without prejudice to any other rights which it may have against the Customer, enter the Site or any other site where SECOM Smart reasonably believes the DECAM Equipment may be stored and remove the DECAM Equipment without being liable for any damages caused.

5.3 What are included in the Services

The Services comprise any Standard Services selected by the Customer in Section 4 of the DSA and any Additional Services provided to the Customer during the Agreement Term.

5.4 Commencement of the Services

Upon completion of the installation and/or testing of Equipment, an SECOM Smart quality assurance representative will telephone the Customer to welcome the Customer, to verify the information in SECOM Smart's monitoring database and to confirm that the Customer is satisfied with the installation and/or testing of the Equipment and is ready to receive the Services. On a successful conclusion of this telephone call, SECOM Smart will activate the Services and the billing cycle will commence. This date is the Effective Date.

5.5 If the Customer moves from the site

- (a) The Customer will breach the Agreement if it vacates the Site without prior written consent of SECOM Smart.
- (b) The Customer may novate its rights and obligations under the Agreement to a new occupier of the Site with the prior written consent of SECOM Smart. If SECOM Smart does not consent, the Customer will be liable to pay the balance of the Fees remaining for the Agreement Term and any fees for Decommissioning the Equipment within 14 days of SECOM Smart notifying the Customer of its decision.

6. RELOCATION TO ANOTHER SITE

If the Customer wishes to relocate to a new site and continue using the Services:

- (a) SECOM Smart will remove the Equipment from the original Site and will re-install and re-commission it in the new Site nominated by the Customer;
- (b) The Customer must pay SECOM Smart the cost of removing, re-installing and re-commissioning the Equipment in accordance with SECOM Smart's standard rates as at the transfer date; and
- (c) This DSA will take into account the requirements of the new site.
- (d) SECOM Smart will not be liable for the cost of making good the original Site occasioned by the removal of the Equipment.

6.1 Liability of SECOM Smart

The Customer's rights to compensation to the maximum extent permitted by law, and other than as expressly set out in the Agreement, SECOM Smart:

- (a) Excludes all express or implied terms, conditions, warranties, representations, undertakings and inducements by statute or otherwise relating to the provision of Services to the Customer;
- (b) Excludes its liability (and that of its Related Corporations) to the Customer for any loss, damage, liability, expense, cost, charges, injury, or death sustained or incurred by the Customer or any other party results directly or indirectly out of:
 - (i) The supply, performance or use of any Equipment or Services;
 - (ii) Any breach by SECOM Smart under the Agreement, including as a result of an event of Force Majeure, act or omission of any third party including the Emergency Services, the SCDF or a Carrier or any other matter beyond SECOM Smart's control;
 - (iii) SECOM Smart's negligence or that of its employees or contractors; or
 - (iv) Any failure or delay in attending the Site by either SECOM Smart or Emergency Services personnel; and
- (c) Subject to the proviso set out below, limits its liability, and that of its Related Corporations including liability for negligence) at SECOM Smart's option to:
 - (i) In the case of the supply of Equipment:
 - (A) The replacement of Equipment or supply of equivalent equipment;
 - (B) The repair of the Equipment;
 - (C) The payment of the cost of replacing the Equipment or acquiring equivalent equipment; or
 - (D) The payment of the cost of repair of the Equipment; and
 - (ii) In the case of Services:
 - (A) The supply of the Services again; or
 - (B) The payment of the cost of having the Services performed again.
- (d) Limits its total liability, and that of its Related Corporations (including liability for negligence) to an amount not exceeding the aggregate amount of Services Fees received by SECOM Smart from the Customer in the twelve (12) months immediately prior to the breach(es) of the Agreement. In no event will SECOM Smart be liable for any loss of profits, savings, use, data, confidence or any other economic advantage, indirect, punitive, special, incidental or consequential damages in connection with or related to the Agreement however arising, in respect of any misrepresentation, breach of term or condition or liability in contract, tort or otherwise, whether or not SECOM Smart has been advised of the possibility of such loss.

7. SIGNAL TREATMENT PROCEDURE

7.1 When SECOM Smart receives a Signal

- (a) If SECOM Smart receives a Signal, SECOM Smart will follow the Signal Treatment Procedure for the Services which relate to that Signal.
- (b) Where a Keyholder instructs SECOM Smart to notify the Emergency Services, the Keyholder must personally or must arrange for another Keyholder to attend the Site to provide the Emergency Services with access to the Site.
- (c) In the event SECOM Smart is unable to reach any of the Keyholder by telephone within the Maximum Attempt Duration, SECOM Smart will request the SCDF to dispatch Emergency Services to the Site.

- (d) Where Emergency Services are required to attend the Site under the Signal Treatment Procedure, such Emergency Services may impose a fee. The Customer shall be responsible to pay any such fee.
- (e) SECOM Smart gives no representations or warranties whatsoever in relation to attendance at the Site by Emergency Services.

8. CUSTOMER ACKNOWLEDGEMENTS

8.1 Other matters the Customer should be aware of Under terms of the Agreement, the Customer acknowledges that:

- (a) SECOM Smart gives no guarantee against fire or other emergency situations;
- (b) The provision of the Services is an aid to fire safety risk management;
- (c) The Agreement is not intended as a policy of insurance nor a substitute for an insurance policy. Nothing in the Agreement shall be construed that SECOM Smart is an insurer or performing the function of an insurer;
- (d) The Services are provided in accordance with the expressed wishes of the Customer;
- (e) SECOM Smart may vary the Agreement (including the Fees) from time to time after proving 1 month's written notice to the Customer of any such change;
- (f) SECOM Smart may engage subcontractors to provide the Services;
- (g) SECOM Smart may record telephone conversations with the Customer, or any Keyholder nominated by the Customer, and the CCC. The Customer consents to the disclosure by SECOM Smart of these recordings to any Emergency Services or other law enforcement body or any other Government investigatory body and the use by SECOM Smart of those records in legal proceedings;
- (h) If the Equipment is not Decommissioned on termination or expiration of this DSA due to the Customer's act or omission, any use of communication services by the Equipment for outgoing telephone calls or Signals will be to the account of the Customer.

8.2 The Customer's privacy rights

- (a) The Customer acknowledges and agrees that SECOM Smart or any subcontractor of SECOM Smart (collectively referred to as the Collector) may collect personal information about the Customer including from the Customer's Equipment once installed over the Agreement Term.
- (b) The Customer acknowledges that:
 - (i) Without limitation, the Collector may use the Customer's personal information:
 - (A) To access any application by the Customer for the Services and the Customer's credit worthiness;
 - (B) To collect Fees that are overdue under this DSA;
 - (C) To provide the Services to the Customer (including administration and the investigation or resolution of disputes relating to any Services provided to the Customer);
 - (D) To provide information to the Customer about other goods and services which the Collector or its Related Corporations or any of its partners and associates may offer to the Customer;
 - (E) To send the Customer publications of the Collector; and
 - (F) As otherwise required by law.

- (ii) Without limitation, the Collector may also disclose the Customer's personal information to:
 - (A) Other service providers such as subcontractors engaged by the Collector to assist the Collector in providing the Services to the Customer;
 - (B) The Collector's Related Corporations so that they can provide information to the Customer about goods and services they offer;
 - (C) Governmental bodies such as the Police, the SCDF and other Emergency Services.
- (iii) It has a right to access most personal information the Collector holds about the Customer and a fee may apply for access. If the Collector denies access in some circumstances, the Collector will tell the Customer why.

9 GENERAL

- (a) Any waiver by SECOM Smart of any default or breach, or the non-acceptance by SECOM Smart of any repudiation of the Agreement by the Customer, will not affect SECOM Smart's rights in respect of further continuing default or breach or any subsequent repudiation by the Customer.
- (b) If any provision (or part of it) contained in the Agreement is rendered void, invalid or unenforceable in any jurisdiction, then such provision (or part of it) will be severed from the Agreement without affecting the validity of the provision in other jurisdiction or the validity of the remaining provisions of the Agreement.
- (c) The Agreement will be binding on the successors, substitutes, permitted assigns, executors and administrators of the parties to the Agreement. Where there is more than one Customer, the liability of each shall be joint and several.
- (d) The Customer may not transfer any of its rights or obligations under the Agreement without the prior written consent of SECOM Smart. However, SECOM Smart may at any time, without notice or consent of the Customer, transfer, assign or otherwise dispose of any of SECOM Smart's rights and/or obligations under this Agreement by way of transfer, assignment, novation or otherwise to any party as SECOM Smart may at its absolute discretion decide. To the extent of the rights and obligations transferred, novated or assigned, the transferee shall have the same rights and obligations as it would have had if it had been a party to this Agreement. In order to effect the transfer, assignment or novation as aforesaid, the Customer undertakes to, at no cost on the part of SECOM Smart, promptly execute and deliver all documents, agreements or instruments whatsoever as may be and if required by SECOM Smart.
- (e) The Agreement will be governed by and construed in accordance with the laws of Singapore and the parties submit to the exclusive jurisdiction of the Courts of Singapore.
- (f) A person or entity who is not a party to the Agreement shall not be entitled to enforce any of the provisions herein and the parties expressly exclude the application of the Contracts (Rights of Third Parties) Act (Cap. 53B).
- (g) Any notice or other communication under the Agreement will be in writing sent or delivered to the address or the parties shown in the Agreement or to such other address as any party may notify in writing to the other and will be deemed to be duly received by or served on the addressee if delivered:
 - (i) In person, when delivered;
 - (ii) By post, three (3) days from the date of postage; or
 - (iii) By facsimile transmission, on dispatch of the transmission.

10 WARRANTY

10.1 Warranty

- (a) Subject to statutory obligations of SECOM Smart which cannot be excluded, if the Equipment becomes defective during the period of 12 months from the Effective Date, SECOM Smart will replace or repair the Equipment during Normal Working Hours at no cost to the Customer in respect of materials or parts. This obligation excludes:
- (i) Damage to the Equipment caused by the Customer, pests or animals;
 - (ii) Damage to the Equipment caused by a person who is not authorised by SECOM Smart to carry out service or maintenance work;
 - (iii) Damage to the Equipment caused by power surges, faulty fuses, lightning, flood, fire, or other acts of God;
 - (iv) The replacement of Consumables;
 - (v) Emergency repairs or attendances at the Site outside Normal Working Hours;
 - (vi) Loss or theft of the Equipment or damage to the Equipment other than where SECOM Smart is required by statute to repair or replace the Equipment; and
 - (vii) SECOM Smart's labour and transport costs which shall be charged to the Customer based on SECOM Smart's standard rates.
- (b) Subject to any statutory obligations of SECOM Smart which cannot be excluded, if the installation work performed by SECOM Smart is or becomes defective during the period of 90 days from the Effective Date, SECOM Smart will rectify the defective work during Normal Working Hours at no cost to the Customer.
- (c) Where the Customer requests attendance at the Site to perform the Warranty outside of Normal Working Hours, additional Fee may be charged by SECOM Smart based on travel time and the time of day or night.
- (d) SECOM Smart does not guarantee that repair facilities or parts will be available except for the term of and in accordance with the Warranty.
- (e) All replacement or repair outside the terms of Warranty will be considered Additional Services which shall be charged to the Customer based on SECOM Smart's standard rates.

11 SERVICES

11.1 Standard Services

The Standard Services comprise of any one or combination as selected by the Customer in Section 5 of the following:

- (a) **DECAM Monitoring Services:** The CCC will monitor Signals transmitted from the DECAM Equipment at the Site to the CCC and follow the Signal Treatment Procedure for DECAM Monitoring Services upon receipt of a Signal. The Signal received by the CCC may show which of the fire alarm, leased-line or wireless system failure, system fault, reset or restored signal was triggered, in which case the CCC shall also convey such information to the Keyholder contacted pursuant to the Signal Treatment Procedure.
- (b) **Corrective Services:** Should the Customer report that the Equipment is not in working order, SECOM Smart will provide technical appointment to resolve the issue.
- (c) Any other services as may be agreed upon in writing by the parties.

11.2 Additional Services

(a) From time to time during the Agreement Term, the Customer may request and SECOM Smart may agree in writing to provide additional goods and/or services including but not limited to any goods and services specified in this DSA but not previously purchased by the Customer and adds, moves and changes to the Equipment. No agreement in respect of the Additional Services will be binding unless it is in writing and sets out the description of the Additional Services, any equipment involved and the Fees payable.

The supply of Additional Services will be governed by this DSA. Any equipment installed at the Site pursuant to such Additional Services will form part of the Equipment and will form part of the Equipment and will be subject to the Warranty from the date of installation.