

Objective of the agreement

The purpose of this SLA is to describe the key services provided by VDT Direct Ltd (the Service Provider) and the quality standards we have agreed with our service users (clients) in terms of service delivery.

This agreement sets out:

- The services we provide
- The overall standard which we aim to achieve in the provision of our services
- A mechanism for resolving any problems relating to the delivery of the services

Future reviews and amendments to this agreement

This agreement will be reviewed from time to time as part of our planning process and any changes will be agreed with the service users.

INTRODUCTION AND PURPOSE

- (1) The Service Provider is engaged in the business of providing an internet cloud based security system facilitating live alarm handling allowing alarms and video to be received and handled from any internet based computer tablet or smart device.
- (2) The Client wishes to acquire the Services provided by the Service Provider as detailed in Clause 6 and Schedule 1, subject to, and in accordance with, the terms and conditions of this Agreement.
- (3) The Service Provider wishes to provide the Services to the Client subject to, and in accordance with, the terms and conditions of this Agreement.

Objectives of the Agreement

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in United Kingdom;
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“Commencement Date”	means the date on which this Agreement comes into force pursuant to Clause 2;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement or otherwise (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked or may be interpreted as such);
“Downtime”	means the non-availability of one or more parts of the Services as defined in Clause 7;
“Fees”	means the fees payable by the Client to the Service Provider in accordance with Clause 5 and Schedule 1;
“WEBEYE Service Package”	means the specification under which the Services and Fees shall be determined and provided as set out in Schedule 1;
“Services”	means the cloud based security services provided by the Service Provider as set out in Clause 6;
“Intellectual Property Rights”	means any and all patents, rights in inventions, rights in designs, trade marks, trade and business names and all associated goodwill, rights to sue for passing-off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights (subsisting now or in the future) in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;
“Performance Monitoring”	means any systems implemented by the Service Provider to monitor the provision of the Services in accordance with the Service Levels under Clause 9;
“Scheduled Service Downtime”	means Downtime which is pre-planned by the Service Provider for maintenance, upgrades and similar activities in accordance with Clause 8;
“Service Levels”	means the agreed levels to which the Service Provider’s performance in providing the Services must adhere as set out in Clause 7;
“Problem Report”	means a message sent to the Technical Support Department of the Service Provider via email or telephone; available Monday to Friday 8.00 a.m. to 9.00 p.m (United Kingdom time).
“Term”	means the term of this Agreement as set out in Clause 2; and

“Uptime” means the normal, fully functional availability of the Services and all components thereof.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
 - 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.

2. Term of Agreement

- 2.1 This Agreement will come into force on the registration of the Client with the Webeye Service and shall continue in force for an initial Term of at least 1 month or as specifically defined on the sales invoice, subject to the provisions of Clauses 7 and 12.
- 2.2 Following the end of the initial Term, the Term of this Agreement may be renewed for further periods of at least 1 month or as defined on the sales invoice (which shall thereafter be defined as part of the Term).

3. Service Provider’s Obligations

- 3.1 The Service Provider shall provide the Services to the Client in accordance with the provisions of Clause 6 and Schedule 1 and in accordance with the required Service Levels set out in Clause 7.
- 3.2 The Service Provider shall provide the Client with such information and advice in connection with the Services and the provision thereof as the Client may, from time to time, reasonably require both before and during the provision of the Services.
- 3.3 The Service Provider shall use reasonable endeavours to keep the Client informed of any special requirements (including, but not limited to, legislative requirements) applicable to the provision of the Services. To the extent necessary and appropriate, the Service Provider shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way.

4. Client’s Obligations

- 4.1 The Client shall provide the Service Provider with such information in

connection with the Services and the provision thereof as the Service Provider may, from time to time, reasonably require both before and during the provision of the Services.

- 4.2 The Client shall comply with any and all terms and conditions which the Service Provider may apply to the Services.
- 4.3 The Client shall become familiar with documentation supplied by the Service Provider on the use of the WEBEYE service.
- 4.4 The client undertakes to become familiar with the Service Providers procedures for reporting faults
- 4.5 Upon reporting problems to the Service Provider the Client will provide full details of the fault being experienced including identification of equipment involved, site details, user details and applications being used.
- 4.6 The Client undertakes to keep abreast of Service Provider news announcements via notices email web messages social media and to utilise the self learning documentation available on the Service Providers website.

5. Fees and Payment

- 5.1 The Client shall pay the Fees to the Service Provider on a monthly basis or as specifically agreed under the terms of the sales invoice but in any event in accordance with the pricing structure of the WEBEYE Package as consideration for the Services provided by the Service Provider in accordance with the terms and conditions of this Agreement.
- 5.2 All payments required to be made pursuant to this Agreement by the Client shall be made monthly or as agreed under the sale agreement, without any set-off, withholding or deduction except such amount (if any) of tax as the Client is required to deduct or withhold by law.
- 5.3 Where any payment pursuant to this Agreement is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.
- 5.4 If either Party fails to pay on the due date any amount which is payable to the other pursuant to this Agreement then, without prejudice to and notwithstanding sub-Clause 12.2.1, the Service Provider reserves the right to temporarily or permanently suspend the service.

6. Provision of the Services

- 6.1 The Service Provider shall, throughout the term of this Agreement, provide the Services to the Client in accordance with the terms and conditions of this Agreement, the provisions of the WEBEYE Service Package and the Service Levels.
- 6.2 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

The Service Provider shall provide the Services as specified in the WEBEYE Service Package. The Service Provider may alter, improve or otherwise modify the WEBEYE Service Package provided that any such change will not significantly alter the provision of the Services or result in the removal of any features or services that form part of the WEBEYE Service Package. The Client will be notified no later than 48 hours in advance of any

planned changes and will receive full documentation of any action required on their part. No alterations under this sub-Clause 6.3 shall affect the Fees payable by the Client

7. Service Levels

- 7.1 The Service Provider shall use reasonable endeavours to ensure an Uptime rate of 100%.
- 7.2 The Service Provider shall implement such organisational, technological and other measures as are reasonably required to ensure the Uptime rate set out in sub-Clause 7.1.
- 7.3 For the purposes of this Agreement, Downtime refers to one or more whole periods of 15 minutes commencing upon the submission by the Client of a PROBLEM REPORT informing the Service Provider of the non-availability of the Services.
- 7.4 In the event that the Services are unavailable for a period exceeding 48 hours per 1 month period the Client shall have the right to terminate this Agreement in accordance with sub-Clause 12.3.
- 7.5 Sub-Clause 7.4 shall not apply to any Downtime which results from any of the following:
 - 7.5.1 Scheduled Service Downtime;
 - 7.5.2 Failure of the Client's own hardware, network, software or software configuration;
 - 7.5.3 Failure by the Client, its employees, subcontractors, agents or other similar third parties to comply with any reasonable instructions issued by the Service Provider;
 - 7.5.4 Breach by the Client of any terms or restrictions of the WEBEYE Package
 - 7.5.5 Problems which are beyond the reasonable control of the Service Provider including, but not limited to, internet service provider failure and other matters arising under Clause 15

8. Scheduled Service Downtime

- 8.1 The Service Provider may, from time to time, require Scheduled Service Downtime in order to perform maintenance and upgrades on its computer systems, network and infrastructure.
- 8.2 The Service Provider shall use reasonable endeavours to ensure that any period of Scheduled Service Downtime causes minimal disruption to the Services and is as brief as is reasonably possible. Nothing in this sub-Clause 8.2 shall constitute a guarantee of the same.
- 8.3 The Service Provider shall notify the Client of Scheduled Service Downtime no later than 48 hours prior to the start of the same. Such notice shall include an outline summary of the work to be performed during, and the estimated duration of, the Scheduled Service Downtime.
- 8.4 Whenever possible, the Service Provider shall use reasonable endeavours to perform maintenance and upgrades without incurring any Scheduled Service Downtime

9. Service and Performance Monitoring

- 9.1 The Service Provider shall implement Performance Monitoring systems to ensure that the Services are provided in accordance with the Service Levels

and the terms and conditions of this Agreement and in particular to deal with respond accordingly to any and all PROBLEM REPORTS informing the Service Provider of the non-availability of the Services

- 9.2 In the event that the Service Levels fall below the requirements set out in Clause 7, the provisions of sub-Clause 7.4 shall apply.

10. Confidentiality

- 10.1 Each Party undertakes that, except as provided by sub-Clause 10.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and [for 12 months] after its termination:

10.1.1 keep confidential all Confidential Information;

10.1.2 not disclose any Confidential Information to any other party;

10.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms and conditions of this Agreement;

10.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

10.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 10.1.1 to 10.1.4 above.

- 10.2 Either Party may:

10.2.1 disclose any Confidential Information to:

10.2.1.1 any sub-contractor or supplier of that Party;

10.2.1.2 any governmental or other authority or regulatory body; or

10.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 10.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 10, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

10.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

- 10.3 The provisions of this Clause 10 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

11. Intellectual Property Rights

- 11.1 The Service Provider will not acquire ownership of any Intellectual Property Rights subsisting in any material belonging to the Client which the Client may, from time to time, require the Service Provider to store in the course of providing the WEBEYE Services.
- 11.2 The Client agrees to fully indemnify the Service Provider against any and all costs, expenses, liabilities, losses, damages, claims and judgments that the Service Provider may incur or be subject to as a result of the infringement of any Intellectual Property Rights belonging to any third party arising out of the Client's failure to obtain the necessary rights and permissions from third parties in relation to any material (or Intellectual Property Rights) owned by such third parties.

12. Termination

- 12.1 Either Party may terminate this Agreement by giving to the other not less than one months written notice, or by any method agreed by the parties under separate contract.
- 12.2 Either Party may forthwith terminate this Agreement by giving written notice to the other Party if:
 - 12.2.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 1 month of the due date for payment;
 - 12.2.2 the other Party commits any other material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 1 month after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 12.2.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 12.2.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 12.2.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other Party under this Agreement);
 - 12.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 12.2.7 the other Party ceases, or threatens to cease, to carry on business; or
 - 12.2.8 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 12, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 12.3 The Client shall have the right to forthwith terminate this Agreement by giving written notice to the Service Provider in the event that the Service Provider

fails to provide the Services in compliance with the Service Levels for the period set out in sub-Clause 7.5.

- 12.4 The right to terminate this Agreement given by this Clause 12 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

13. **Post-Termination Provisions**

Upon the termination of this Agreement for any reason:

- 13.1 any sum owing by either Party to the other Party under any of the provisions of this Agreement shall become immediately due and payable;
- 13.2 any rights or obligations to which any of the Parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect where they are expressly stated to survive such termination;
- 13.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which either Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 13.4 subject as provided in this Clause 13, and except in respect of any accrued rights, neither Party shall be under any further obligation to the other;
- 13.5 the Service Provider shall forthwith remove any and all information belonging to and pertaining to the Client from its computer systems; and
- 13.6 each Party shall (except to the extent referred to in Clause 10) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information.

14. **Liability and Indemnity**

- 14.1 Except as expressly provided in this Agreement, neither Party shall be liable or responsible to the other in contract, tort or otherwise (including any liability for negligence) for:
- 14.1.1 any loss of revenue, business, contracts, anticipated savings or profits, or any loss of use of facilities; or
- 14.1.2 any special indirect or consequential loss howsoever arising.
- 14.2 For the purposes of sub-Clause 14.1.1 “anticipated savings” means any expense which either Party expects to avoid incurring or to incur to a lesser degree than would otherwise have been the case by reason of the use of the Services provided by the Service Provider under this Agreement.

15. **Force Majeure**

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

16. Nature of the Agreement

- 16.1 This Agreement is personal to the Parties and neither Party may assign, mortgage, or charge (otherwise than by floating charge) any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.
- 16.2 Save as aforesaid this Agreement contains the entire agreement between the Parties with respect to its subject matter. The Service Provider reserves the right to modify this agreement and will post the modified version of this agreement on the WEBEYE portal.
- 16.3 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 16.4 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 16.5 At any time after the Commencement Date each of the Parties shall, at the request and cost of the other Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Party so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of all the provisions of this Agreement.

17. Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

18. Relationship of the Parties

- 18.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other party for any purpose.
- 18.2 Subject to any express provisions to the contrary in this Agreement, the Service Provider shall have no right or authority to, and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Client or bind the Client in any way.

19. Notices

- 19.1 All notices under this Agreement shall be accepted electronically and/or in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

19.2 Notices shall be deemed to have been duly given:

19.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

19.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

19.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

19.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

19.2.5 When accepting using tick box method on the Webeye Service application.

in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

20. Law and Jurisdiction

20.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

20.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE 1

The Webeye Service Package

Webeye is an, interactive cloud based security system that allows alarms and video to be received and handled from any internet-based computer, tablet or smart phone. Already in use worldwide, webeye meets global security alarm panel standards. Using its patented Progressive Alarm Delivery and Alarm Response Confirmation ("PADARC") technology not only does webeye deliver the alarm, it also knows if you have received the alarm and more importantly, will keep trying until you do.

This send and confirm technology ensures that the Client can be safe in the knowledge that webeye knows, you know.

All you need is a browser or mobile phone. The complete alarm process is tracked and audited and webeye can deliver alarms to multiple users.

This system means alarms are displayed in the app on your iPhone or Android smart phone in an alarm list. The alarm list seen on your smart phone displays the relevant property name, date/time of activation and type of alarm.

Once we receive an alarm signal we have some of the most fail safe systems in the market to make sure that we know, you know.

If your internet goes down, if there is a power cut or if there is any form of technical disruption. We will keep trying until you or one of the parties nominated by you (“your stakeholders”) responds to the call.

PADARC (Progressive Alarm Delivery and Response Confirmation)

Traditionally when an alarm is activated it sends out an alert, but there is no knowledge or way of monitoring if it is received by the relevant people. This patented system makes sure that we know, you know.

PADARC Features

- Multiple techniques of alarm delivery used
- The system knows when an alarm has been viewed
- Future methods of alarm delivery will include email and social networking
- We can offer output to a manned monitoring station

Equipment required to provide the service

If you are new to webeye you will need to integrate it with one of our webeye alarm systems and have it installed at your home or business.

Option 1 - webeye RSI

Webeye RSI from RSI videofied is the world's fastest selling completely wireless and battery operated video security solution, incorporating an alarm panel, internal and external cameras and internal PIRs.

Option 2 - webeye alarm system DVR

Able to work with any standard analogue CCTV camera and PIR the webeye DVR behaves just like any alarm system, but with the incorporation of revolutionary unique features such as the ability to arm and disarm from your mobile phone and a timeline function so you can immediately pinpoint the time of any intrusion or incident. This product is ideal for those homes or businesses looking for a versatile and inexpensive solution for monitoring and keeping a video record of any incidents.

Fees

Fee structure will be as agreed and set out on each individual sales invoice and or in accordance with the Service Provider's price list of services