

Notification and Acknowledgement of non (conforming) PSTN Use

Between: – the “Customer”

And: – the “Contractor”

This Notification and Acknowledgement forms part of and is intended to be read in conjunction with the Monitoring Services Agreement entered into between the Customer and the Contractor. Terms contained in this Notification and Acknowledgement but not otherwise defined herein shall have the same meaning given such terms in the Monitoring Services Agreement. In the event of any inconsistency between the terms of this Notification and Acknowledgement and the terms of the Monitoring Services Agreement, the terms of the Monitoring Services Agreement shall prevail.

**SIGNED for and on
behalf of the Customer:**

Name of above signatory:

Position:

Dated:

**SIGNED for and on
behalf of the Contractor:
(as agent for AFAM)**

Name of above signatory:

Position:

Dated:

PSTN Access Number:
(if via PABX, Centrex etc)

Typical example would be 1 or 11

**OR if no PSTN
connection available:** (tick)

The Parties agree:

1.0 Requirements for PSTN Connection:

- 1.1 The AFAM Monitoring System as approved by the NZFS utilises the Vodafone GPRS network backed up by an analogue PSTN connection, in order to meet reliability and performance requirements imposed by the NZFS.
- 1.2 Pursuant to the terms of the Monitoring Services Agreement, the Customer is required to make available an analogue PSTN line for connection to AFAM's equipment (CTU).
- 1.3 The Customer has the option of either:
 - (a) providing a dedicated separate analogue PSTN Line (not used for any other purpose); or
 - (b) sharing an existing analogue PSTN Line (e.g. fax line) with the CTU set up as the primary line-grabber.
- 1.4 Without an analogue PSTN connection, the reliability of the AFAM Monitoring System may be compromised.

2.0 NZFS position on non PSTN networks:

- 2.1 The NZFS has permitted the Contractor and AFAM to consider and in its discretion grant exemptions for the connection (to network) of systems not providing a PSTN backup line, provided the Customer's network availability consistently meets NZFS performance standards.
- 2.2 Should the network performance fall below levels acceptable to the NZFS, the NZFS or AFAM may require the Customer to forthwith install a PSTN line in accordance with clause 1.3 above. Failure to do so shall constitute a breach of clauses 5.0(b)(iii) and (v) of the Monitoring Services Agreement and risks disconnection by the NZFS.

3.0 AFAM Requirements:

- 3.1 AFAM will accept the Customer's connection without a conforming PSTN connection strictly on the conditions that:
 - (a) AFAM does not accept any liability whatsoever for any performance failure of the monitoring system or any loss arising out of such failure.
 - (b) The Customer accepts full responsibility for all additional support costs incurred if remote access via the PSTN line (for software up-grades etc) is not available.
 - (c) The Customer agrees to meet the cost of any call-outs by a Fire Alarm Service Agent resulting directly or indirectly from reduced system reliability.

4.0 PSTN Alternatives

- 4.1 If the Customer is not in a position to provide a conforming PSTN Line, the Customer agrees to use reasonable endeavours to provide alternative access to the PSTN via a PABX or Centrex etc connection, with a line grabber fitted that will allow normal use of that extension. This option allows remote software up-grades (see 3.1 (b)).

5.0 Risks where no PSTN connection.

- 5.1 Where no PSTN connection or alternative connection is in place, the Customer acknowledges that in the event that the Vodafone GPRS connection is lost, the Customer's fire alarm will not be able to cause a signal to be sent to the NZFS Watch-room. The Fire Brigade will not be called and clause 3.1 shall apply.