



### **CRYPTEX SERVICE LEVEL AGREEMENT 2025:**

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Cryptex Group (the "Service Provider") and Customer Name (the "Customer") for the provisioning of services (the "Service" or "Services") required to support and sustain Product or Service Name.

This Agreement remains valid until superseded by a revised agreement or via termination.

The following are covered by Cryptex maintenance agreements.

- 24-hour 365-day emergency telephone support
- Calls received out of office hours will be answered by our monitoring station who will be able to assist with remote resets. For all other reasons a message will be forwarded to our on-call engineer for actioning
- 9:00 A.M. to 5:00 P.M. Monday - Friday Email support. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
- Remote assistance where available and applicable depending on the type of system.
- Reduced call out charges in comparison to non-maintenance clients.
- No Charge for replacement equipment that is still under manufacturers warranty, after warranty period expires replacement parts will be chargeable.
- Maintenance agreements give a customer one or two maintenance visits per year depending on the type of system, insurance requirements or option taken by the customer.
- 24-hour emergency call out stand-by where, if a maintained customer has an emergency, we guarantee to be there within four hours (an emergency is considered if a system cannot be set or silenced, or a crime has been committed and damage to the system has occurred)
- Email notification to Customer for all scheduled maintenance for the customer to book their timed visit either by Email or telephone to the maintenance department
- Late terminations still mean that monies owed to the company are due up to the date of written termination by the Customer.
- Deposits are non-refundable unless in extreme circumstances and agreed by the Directors of the Company
- Annual maintenance and/or monitoring fee's to be paid via Direct Debit (monthly, quarterly, 6 monthly or annually)
- Chargeable call outs are any site visit attended by an engineer other than planned preventive maintenances and system faults for in-warranty equipment.
- The Company reserves the right to replace equipment quoted to the same or improved standard and specification.
- The Company is prepared to use a customer's existing cabling and equipment as long as it is in good working order and compatible but chargeable call outs apply as it was not installed by the Company.
- The company reserves the rights to amend charges for chargeable call outs, maintenance and monitoring.
- The Company reserves the rights, where applicable, to carry out 1 of the 2 bi-annual preventative maintenance visit remotely however this will be arranged with the customer prior to the works.
- Customers that accept our quotations and/or maintenance agreements automatically agree to our service level agreement and T&C's

#### **Customer responsibilities and/or requirements in support of this Agreement include:**

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.

## **CRYPTEX TERMS AND CONDITIONS 2024:**

Between Cryptex Security ("the company") AND the person, individual, partnership and/or company named above ("the customer").

### **Part 1. DEFINITIONS**

**1. The following terms shall have the following meanings in this Agreement:**

- (i) "The Installation" means the intruder alarm system or other security or safety device supplied and installed or taken over and maintained by the company under this agreement.
- (ii) "The Quotation" means the document attached to, and forming part of, this Agreement, stating the price to be paid for the supply, installation and maintenance of the Installation.
- (iii) "The Specification" means the document attached to this Agreement stating the equipment the Installation comprises.
- (iv) "Accepting" either via Email, verbally or by digitally agreeing our quotations means that this document in its entirety is agreed by the customer

### **Part 2. AGREEMENT**

- 1. The customer shall pay in full all the sums set out in the Quotation on handing over and completion of the installation. The Installation shall remain the property of the company until all sums due by virtue of this paragraph have been received by the company.
- 2. The company shall maintain the Installation in accordance with its obligations under this Agreement, provided that the customer shall have paid the Annual Maintenance fee on each anniversary of completion of the installation. The company reserves the right to increase chargeable call out and labour charges can be increased by the company without written notice as they are generic however any increase to the Annual Maintenance and Monitoring Fee are subject to giving written notice to the individual customer.
- 3. The customer shall own any installed equipment in full. Cryptex do not loan or lease any equipment, unless specifically organised for a temporary reason. Loaned or leased equipment will be quoted for with a weekly or monthly loan fee and will be specifically documented in any agreement. Cryptex will not remove any equipment on termination of a contract, unless the equipment is still under a "loan" agreement.

### **Part 3. CUSTOMER OBLIGATIONS**

- 1. To allow any employee or authorised agent of the company and any accompanied inspectorate unrestricted access to the premises and comply with reasonable requests to facilitate installation and /or testing of the system at reasonable times during normal working hours.
- 2. Not to alter or interfere with the Installation or any part of it.
- 3. To report immediately to the company any defect in the Installation or any part of it or if the customer has reasonable grounds to suspect that the Installation is or may have become defective in any way.
- 4. To take all reasonable or necessary steps to prevent the Installation, or any part of it, from being damaged by any third party or by any corrosive chemical, or similar material, which may damage or impair the performance of the Installation.
- 5. To pay forthwith to the company on demand any fees which are chargeable by the company for use by the customer of:
  - (i) The emergency call-out service required between 5pm on Friday and 8am on Monday or on weekdays between 6pm and 8am the following morning.
  - (ii) The call-out service, in excess of any obligation of the company under this Agreement.
  - (iii) The call-out service arising as the result of a breach by the customer of any obligation under this Agreement.

6. To pay the Annual Maintenance Fee and the Annual Central Station Monitoring Fee.

#### **Part 4. CRYPTEX'S OBLIGATIONS**

1. To inspect and test the Installation and to report to the customer any defect found. Preventative service visits will be carried out according to the planned maintenance cycle.
2. To provide a call-out service outside normal business hours (i.e., during the hours specified in part 3 / paragraph 5 i) subject to the customer paying the company's emergency call-out fee then chargeable, except where such call-out is necessary by any fault of the company in relation to the Installation.
3. To carry out, when required, such service to the Installation, in addition to the routine service calls per annum, as the customer shall require, subject to the payment by the customer of the appropriate fee chargeable by the company.
4. The Company agrees that, on a fault being reported, it will attend within a reasonable time (see paragraph 5) and try to ascertain the cause of the reported fault. It will endeavour to rectify the cause to the satisfaction of the customer or their representative. Should no fault be found, the company reserves the right to make a charge for attending the premises.
5. The company shall endeavour to arrange a suitable appointment to attend to the fault within 24 hours. Any delay in attending the reported fault shall be communicated to the customer, if possible, as soon as it is known that there will be a delay.
6. During the first 12 months following installation, the company will repair or replace any part of the Installation free of charge, except where the repairs are due to the customer's default. In subsequent years, the customer will be required to pay for any parts that have extended manufacturer's warranty, but there will be no charge for labour, provided the Annual Maintenance Fee shall have been paid at the appropriate time. (Please note this does not apply to any Takeover).
7. Where the company's services are requested, following any reported failures, damage or false activations to the Installation caused by a third party, an act of God, misuse or tampering by any party, shall be charged for by the company at the normal prices in effect at the time the work is carried out.
8. The company shall take all reasonable care to ensure that the Installation will function correctly and that it is to the satisfaction of the customer or their representative before leaving the premises. The customer's representative and the company's representative shall mutually sign a form to confirm that the Installation/Takeover is functioning after each and every visit.
9. All reasonable care shall be taken to advise the customer of any payment or conditions applicable to the Police Authority or Government regulations relating to the Installation, payments and/or regulations which are not part of this Agreement.
10. The company reserves the right to employ any person, sub-contractor, individual, partnership or company to carry out the works for which it is liable under this Agreement.
11. The company reserves the right to impose a call-out charge for resetting a remote signalling system if that system has been activated due to tampering, intrusion, accident or misuse by any party. The company will notify the customer of the current call-out charges on request.
12. The company's obligations under this Agreement shall not apply whilst the customer is more than 28 days in arrears in respect of any payment due under this Agreement.

#### **Part 5. EXTENT OF CRYPTEX'S LIABILITY**

1. (a) Neither the company nor any of its servants or agents shall be liable for loss or damage, other than damage  
causing death or personal injury, arising or resulting from:  
(i) a defect in, or failure to operate of, the Installation, unless such defect or failure was caused  
by the

- negligence of any employee or agent of the company.
  - (ii) the negligence of the customer or the failure of the customer to follow instructions set out in the user manual supplied by the company or as explained to the customer by an employee or agent of the company.
  - (iii) any delay in carrying out its obligations under this Agreement.
  - (iv) thunder, lightning, storm or other damage due to natural causes.
- (b) The customer and the company agree that the maximum liability of the company under this Agreement shall be no more than ten thousand pounds, outside of any insurance held by the company.

#### **Part 6. TERMINATION**

1. Without prejudice to any other rights or obligations under this agreement, either party may terminate the agreement by giving one month's notice in writing to the other.
2. (a) Without prejudice to the rights of the company in respect of any antecedent breach of this Agreement, the company may terminate this Agreement by giving two weeks written notice to the customer in any of the following events:
  - (i) non-observance or non-performance of any of the customer's obligations under this Agreement.
  - (ii) if the customer commits any act of bankruptcy or has a Receiving Order made against them or suffers any execution or distress to be levied against them or enters into any composition or makes any arrangement with creditors or (being a company) has a petition for winding-up (whether compulsory or voluntary) presented against it or has a Receiver appointed or stops payment.
  - (iii) if the customer is in arrears with any payment due under this Agreement for the period of 28 days.
- (b) Where the customer has repudiated this Agreement and the company has accepted such repudiation or where the Agreement has been terminated under part 6 of this agreement, the customer shall forthwith pay to the company all maintenance charges and other sums then due.

#### **Part 7. GENERAL**

1. Security systems with police response:
  - (i) will not have Police response until they have been trouble-free in operation (in the opinion of the company) for a period of 14 days.
  - (ii) may be suspended at the discretion of the company if any fault should occur and will only be re-connected once the fault has been rectified.
2. Removal of household fixtures and fittings (carpets, for example) by the company is the responsibility of the customer.
3. This Agreement shall not be varied by the customer unless such variation is evidenced in writing and signed by the company.
4. In the event of any change or ownership of the premises, the customer may assign the benefit of this Agreement to his successors in title, subject to written notice being given to the company within seven days of assignment.
5. The company aims to fulfil its obligations in relation to noise pollution by installing a fifteen-minute bell cut-out device.
6. It is the customer's responsibility to advise the local Police force and environmental health authority of the key-holders within 48 hours of the alarm being installed.
7. All notices to be given under this Agreement shall be in writing and delivered by hand or be sent by first or second class pre-paid post or by Email to the address noted on this Agreement, or such other address as shall have been previously notified to the other party in writing.

8. The company reserves the right to add on TFL congestion charges as well as parking permits and parking costs to installation and maintenance fee's
9. Please note that if you cancel an installation booking with us after the booking has been secured, the following charges will apply: -  
  
Cancellation of the date with more than 1 months' notice, only the deposit will be lost.  
Cancellation of the date with less than 1 months' notice, 75% of the booking fee.  
Cancellation of the date with less than 7 days' notice, full booking fee.
10. Please note that late cancellation of any maintenance or service call shall be charged at the first hours' labour as well as travel and any other charges incurred by the company, late cancellation is considered less than 24 hours of the scheduled appointment or not being present when an engineer arrives: -

#### **GDPR/Data Protection**

- Any personal data held by Cryptex Security such as names, telephone numbers, email addresses and site addresses will be stored with the following third-party databases:
  - Our Field Management Software for job/call logging, engineer reports and call history
  - Our Accounting Software – Software used for invoicing, maintenance renewals, account statements.
  - Our Vehicle Tracking Database for monitoring engineer locations (Names and Addresses Only)
  - Our Cloud Storage for Cryptex Database
  - Our Monitoring Station and the communication provider
- Cryptex Security will not share any customer information with any third parties that will contact you on our behalf, or as a result of any information we have shared with them.
- Any personal information gathered by Cryptex Security is only for the benefit of improving our internal processes and for providing a high-end service with our customers.
- As a contract customer, by agreeing to our services you agree to the use of your personal data within Cryptex Security and allow us to contact you by any relevant means for the sole purpose of looking after the systems which we are contracted to do so.
- If you would like your personal information to be erased in the future, please contact us on [info@cryptex.co.uk](mailto:info@cryptex.co.uk) and we will erase all personal data within a 30-day period.