



CCTV Monitoring **Terms and conditions, scope of work**

This Agreement is made on the day of 201 between Eyecloud (A Big Leap Inc. Venture) with its office situated at D-59, Sector-48 Noida 201301 Uttar Pradesh and the (Client Name & address).

1. PURPOSE OF THE AGREEMENT

This Agreement records agreed methods of working, roles and responsibilities between Eyecloud (A Big Leap Inc. Venture) and (Client Name & address) in connection with the provision of a CCTV Site Monitoring Service.

2. DURATION OF THE AGREEMENT

2.1 This Agreement remains in force until the end of unless terminated as detailed in Section 6.0 of this Agreement.

3. Where specified in a Contract for Monitoring Services, and provided that the Customer complies with its obligations under our terms and conditions for CCTV monitored services. Eyecloud (A Big Leap Inc. Venture) shall use its reasonable endeavours during the continuance of the Agreement to:

3.1 Provide the CCTV Monitoring Services in accordance with the Contract for Monitoring Services;

3.2 As part of the commissioning process of a CCTV system before live operation can occur, an engineer walk test should be undertaken on site by the installing engineer in association with the owner and/or user and in conjunction with Eyecloud (A Big Leap Inc. Venture). The basic tests should ensure compliance in the following aspects:

3.2.1 Location and field of view of cameras and associated detectors (if applicable) 1.2.2 Sensitivity of detectors, including those used to operate lighting 1.2.3 Clarity of images 1.2.4 The accuracy of recorded data, notably labels used to describe the CCTV system

3.5 Prior to the commencement of the CCTV Monitoring Services Eyecloud (A Big Leap Inc. Venture) shall test the CCTV System to identify any trends at the Premises. During the test period no action will be taken by Eyecloud (A Big Leap Inc. Venture) at the time of Activation of the CCTV System.

3.6 Upon conclusion of the testing of the CCTV System verifies any Activation of the CCTV system. Any faults identified will be notified by Eyecloud (A Big Leap Inc. Venture) to the customer. All corrective actions, re-configurations, or replacements shall be carried out before the system is re-submitted for another test period.

3.7 Eyecloud (A Big Leap Inc. Venture) will respond only to activations which are received into our Video alarm, management handling platform. Events or alarms which occur on site and which do not present into our monitoring station as an alarm or detector activator activation are specifically excluded from our scope of cover. In the event of an Activation of the CCTV system being received at the Eyecloud (A Big Leap Inc. Venture) monitoring station we shall follow the instructions provided by the Customer in the response plan Eyecloud (A Big Leap Inc. Venture) only.



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If the cause is easily identifiable and presents no threat to the security of the site, Eyecloud (A Big Leap Inc. Venture) will close the alarm / calling activation with no action being taken. If activation(s) are received from a site and a person is viewed within the perimeter of those premises, and verification of authorised attendance has not been received then the operator at the Eyecloud (A Big Leap Inc. Venture) monitoring station will implement the responses". If the cause of the activation is not easily identifiable, the operator will view adjacent cameras to attempt to verify the cause of the activation.

If an activation is received or an intruder is observed on a routine remote patrol of the site, and the person is identified as being close to or within the enclosed premises and is committing a criminal act or there is a genuine threat to the site or an individual, the Eyecloud (A Big Leap Inc. Venture) operator has at their discretion the option to contact the emergency services even if this is not part of our instruction contained in our records.

3.7A The customer will take responsibility to ensure adequate CCTV coverage of their premises is maintained in a suitable condition to verify the presence of an unauthorised person.

3.7B Arming and disarming of the detector activated CCTV system is the responsibility of the customer. Eyecloud (A Big Leap Inc. Venture) accepts no responsibility where our customer fails to arm the system upon leaving the premises leaving them insecure.

3.8 CCTV images will be retained on site based equipment for a period not exceeding 24 hours (if no incident reported) to comply with our terms of business act. Customers agree to ensure their on-site recording and transmission equipment complies with this requirement.

3.9 If the site is considered to be clear (which is determined by our operators assessment based upon images observed), the CCTV operator will cancel the activation and no further action will be taken by Eyecloud (A Big Leap Inc. Venture).

4 In the event of loss of monitoring facilities at Eyecloud (A Big Leap Inc. Venture), data from affected systems will be routed to customer's back-up records. Eyecloud (A Big Leap Inc. Venture) can accept no liability to provide third party protection measures or additional cover which may become necessary.

5 The Customer acknowledges that the CCTV Monitoring Services requires an interpretative response from Eyecloud (A Big Leap Inc. Venture) as to whether there has been an Activation. Responses are based purely on the information available at the time and in the reasonable judgement of the person concerned. For the avoidance of doubt, due to the subjective nature of the CCTV Monitoring Services, Eyecloud (A Big Leap Inc. Venture) accepts no liability for any damage or loss resulting from an incorrect response based upon the reasonable judgement of Eyecloud (A Big Leap Inc. Venture).

6 In the event of multiple False Activations occurring from the CCTV System for no identifiable reason, or for reasons to be determined by Eyecloud (A Big Leap Inc. Venture) acting reasonably to avoid environment issues from audio warnings (where fitted), animal nuisance or poor positioning of the CCTV System Eyecloud (A Big Leap Inc. Venture) shall be entitled to suspend or reduce the CCTV Monitoring Services until the causes of the false activations are investigated and corrected by the Customer. In the event that Eyecloud (A Big Leap Inc. Venture) suspends the CCTV Monitoring Services it shall attempt to contact a keyholder immediately.



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If the causes of any False Activations are not corrected to the reasonable satisfaction of Eyecloud (A Big Leap Inc. Venture) within 14 days of the suspension of the CCTV Monitoring Services, Eyecloud (A Big Leap Inc. Venture) shall be entitled to terminate the CCTV Monitoring Services upon 24hrs notice in writing to the Customer.

6 The Customer shall at all times during the continuance of the CCTV Monitoring Services:

6.1 Comply with all requirements and obligations placed upon the Customer under a Contract for Monitoring Services;

6.3 Ensure that there are sufficient lights on the Premises to illuminate the Premises and that the picture received by Eyecloud (A Big Leap Inc. Venture) is in its reasonable opinion of sufficient quality to enable an Activation to be identified regardless of the time of day; and

6.4 Ensure all authorised persons on the Premises are informed that they should operate in a way that will minimise the occurrence of False Alarm of the CCTV System.

7 The Customer agrees that neither the Customer, its agents nor the End User shall add to or modify the CCTV System without obtaining the prior written consent of Eyecloud (A Big Leap Inc. Venture).

8 Eyecloud (A Big Leap Inc. Venture) accepts no liability for third party systems which fail to meet the customer's reasonable expectations unless Eyecloud (A Big Leap Inc. Venture) is the original system installer.

9 Communications, networks (including upload/download speeds / fixed IP addresses), phone lines and signalling systems installed at the customer's premises to facilitate communication of monitoring services remain the responsibility of the customer. Eyecloud (A Big Leap Inc. Venture) accepts no responsibility in the event of a communication failure with a customer's site.

10 In the event of a Mains power failure or loss in power to equipment designed to operate from a 220v-240v mains supply and loss of power for any unspecified reason, Eyecloud (A Big Leap Inc. Venture) will be unable to monitor the customers CCTV system.

11 Lightning damage, storm, fire or flood including deliberate acts of vandalism are specifically excluded from our monitoring service.

12 The customer shall provide ready access to the site at all times.

13 The customer shall carry out any and all necessary repairs to ensure reliable system operation, (including without limitation, fixing if any flapping materials, trimming shrubs, clearing litter, and fixing moving and maintaining suitable lighting.

14 The customer shall not locate stock, materials, vehicles or other obstructions so that to hinder or prevent observation in fields of view protected by a CCTV camera(s).



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15 The customer shall not locate stock, materials, vehicles or other obstructions so that to hinder or prevent detection by PIR or similar device in that they prevent the detection of a genuine intrusion.

16 Take all reasonable precautions to minimise the risk of any potential losses that might arise at the customer's premises.

17 Eyecloud (A Big Leap Inc. Venture) will not be liable and will not be held responsible for any claim by a third party, where no contract exists between Eyecloud (A Big Leap Inc. Venture) and the third party.

18 The customer shall provide, maintain and keep up to date a list of contact details for key holders and staff for use by Eyecloud (A Big Leap Inc. Venture). Eyecloud (A Big Leap Inc. Venture) accepts no responsibility where customers fail to notify of keyholder changes, names or contact numbers.

19 Customers must ensure that key holders can be readily contacted by Eyecloud (A Big Leap Inc. Venture) where necessary. The customer agrees to supply a keyholder which can attend the protected premises within 24 hours of a request from Eyecloud (A Big Leap Inc. Venture).

20 Eyecloud (A Big Leap Inc. Venture) reserves the right to isolate temporarily and/or suspend any detector which is causing false alarms to be transmitted to our central monitoring station.

21 In the event of any adverse or unforeseen circumstances, for example severe weather conditions, the operator at the monitoring station may isolate detectors causing false alarms. Severe weather conditions can hinder or prevent successful observation of the customer's protected site especially in driving rain, heavy snow or blizzards. Eyecloud (A Big Leap Inc. Venture) can accept no responsibility for video based monitoring of any type during these conditions.

22.1 DEFAULT

22.1 If either party is in Default of obligations under this Agreement, and the Default cannot be resolved by discussion between the two parties, then a written request for a Default Meeting should be sent within 1 month of the default event. Such a meeting must be held within 14 days of receipt of the letter.

22.2 If agreement cannot be reached at the Default Meeting then either party may issue a written Notice specifying the alleged Default and the remedy which is required. If agreement is not reached between the two parties and the remedy is not put in place then the matter may be placed before an Independent Arbitrator under the provision of the Indian Arbitration Acts. The arbitrator will be appointed by the Eyecloud (A Big Leap Inc. Venture) & its decision would be respected by parties involved.

23 TERMINATION

This Agreement may be terminated:

23.1 At any time and without any notice by agreement of the two parties.

23.2 By either party giving not less than three months= notice in writing.

23.3 In the case of default.



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Membership Plans - Standard Charges for Surveillance:

(One time activation charge per signed contract – 1100.00 for 2 cameras)

- Commercial Category: Rs. 2000/- Per Camera Min 2 Cameras – Rs.4000/- Per Month
- Residential Category: Rs. 2000/- Per Camera Min 2 Cameras – Rs.4000/- Per Month

Gold (Commercial) @ 12 Months: (Min 6 Cameras)

1. Hotline Call in case of any Event / Mishap
2. Text /What's app Messaging
3. Video Footage of The Event immediately sent on what's app / E mail
4. First 3 Months Free on Sign up of Gold Plan – No Charges for first 3 Months

Silver (Commercial) @ 12 Months: (Min 4 Cameras)

1. Hotline Call in case of any Event / Mishap
2. Text /What's app Messaging
3. First 2 Months Free on Sign Up of Gold Plan – No Charges for first 2 Months

Bronze (Commercial) @ 12 Months: (Standard Requirement)

1. Hotline Call in case of any Event / Mishap
2. First 2 Months Free on Sign up of Gold Plan – No Charges for first 1 Months

24.0 EQUIPMENT

24.1 The maintenance of equipment on sites is not the responsibility of Eyecloud (A Big Leap Inc. Venture). Eyecloud (A Big Leap Inc. Venture) shall not be liable in the case of equipment failure on site.

25.0 FORCE MAJEURE

25.1 Eyecloud (A Big Leap Inc. Venture) shall not be liable for any failure or delay in providing services where such failure or delay is by reason of Act of God, war, civil disturbance, strike or other labour dispute, storm, fire, flood, material shortage, act or order of government, or agency thereof, or any other circumstance beyond Social Service's control.

26.0 Eyecloud (A Big Leap Inc. Venture) provides the above service, for which agrees to pay as per Quotations / Invoice raised which would include all Government Taxes:

27.0 VARIATION

27.1 This Agreement may only be varied if in writing and agreed by both parties.

Client acceptance of Eyecloud (A Big Leap Inc. Venture) terms and conditions:

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As a duly appointed representative of: (In case of Company)

Company : _____
Name : _____
Position : _____
Signature : _____
Agreement Date : _____ **Expiry of the Agreement** : _____
Payment Details : _____ **Credit Card (Visa/Master Card/Amex) (All payment payable to BIG LEAP INC.)**
 (Please Tick) _____ **Bank Transfer**
 _____ **Cheque Details (Cheque No _____ Drawn on _____ Date _____)**

28.0 Description of the Service

Acting on behalf of the customer / company, Eyecloud (A Big Leap Inc. Venture) will provide CCTV Monitoring Service at the following location,

APPENDIX 1

MINIMUM ACCEPTABLE STANDARDS FOR CCTV

Standard	Implications
That images captured and stored should be of sufficient quality to be useable as evidence in court if required.	<ul style="list-style-type: none"> • High specification cameras. • Colour images preferable. (B/W images may be used as evidence, but are less successful in those cases which come to court) • Suitable for digital enhancement.
That on-line systems must be reliably available 24 hours per day, 365(6) days per year and that 'triggered' systems must be reliably available on demand.	<ul style="list-style-type: none"> • Robust equipment. • Robust communications. • Proper and adequate maintenance agreements.
That the capture and storage of images should comply at all times with relevant current legislation and industry standards.	<ul style="list-style-type: none"> • Data capture at a central monitoring point for all on-line systems.



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