



DEALER AGREEMENT

AGREEMENT

THIS AGREEMENT MADE THE _____ DAY OF _____ 20____
BY AND BETWEEN SAFETY NET COMMUNICATIONS INC. HEREINAFTER CALLED SAFETY NET AND _____, HEREINAFTER CALLED THE ALARM COMPANY, WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

SAFETY NET AGREES TO SUPPLY RADIO COMMUNICATION ON A TWENTY-FOUR (24) HOUR BASIS, OF ALARM SIGNALS RECEIVED FROM THE ALARM COMPANY'S DEVICES AND EQUIPMENT INSTALLED ON THE PREMISES OF THE ALARM COMPANY SUBSCRIBERS THAT IS CONNECTED TO SAFETY NET'S RADIO NETWORK. SAFETY NET AGREES TO PROVIDE THE RADIO SIGNAL TO ITS MONITORING CENTRAL STATION, AS THE ALARM COMPANY NOTIFIES SAFETY NET OF SUCH SUBSCRIBER THROUGH THE SUBMISSION OF AN APPROVED SUBSCRIBER ALARM MONITORING AGREEMENT. SAFETY NET RETAINS SOLE POSSESSION OF THE FREQUENCY AND CIPHER CODE THAT IS PROGRAMMED IN THE TRANSCEIVER OF THE RADIO. ALL RADIOS WILL BE PREPROGRAMMED UPON DELIVERY TO THE ALARM COMPANY.

TERMS AND CONDITIONS FOR USE OF SAFETY NET PRODUCT/SERVICE

THESE TERMS AND CONDITIONS ARE A LEGAL CONTRACT BETWEEN YOU AND SAFETY NET FOR THE TITLE TO AND USE OF THE PRODUCT/SERVICE. BY RETAINING AND USING THE PRODUCT/SERVICE YOU AGREE TO THE TERMS AND CONDITIONS INCLUDING WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, DO NOT USE THE PRODUCT AND IMMEDIATELY RETURN THE UNUSED PRODUCT FOR A COMPLETE REFUND. YOU AGREE TO ACCEPT SOLE RESPONSIBILITY FOR ANY MISUSE OF THE PRODUCT AND, IN ADDITION, ANY NEGLIGENT OR ILLEGAL ACT OR OMISSION OF YOU OR YOUR AGENTS, SAFETY NET, EMPLOYEES, OR OTHER USERS OF THE PRODUCT SO LONG AS THE PRODUCT WAS OBTAINED FROM YOU, IN THE USE AND OPERATION OF THE PRODUCT.



I HAVE READ, I UNDERSTAND AND I WILL COMPLY WITH THE POLICIES, TERMS, AND CONDITIONS AS CONTAINED WITHIN THE AGREEMENT.

DEALER/ALARM COMPANY

BY _____

TITLE _____ DATE _____

SAFETY NET COMMUNICATIONS

BY _____

TITLE _____ DATE _____



DEALER AGREEMENT

1. **TERMINATION:** SAFETY NET MAY SUSPEND SERVICE AND/OR TERMINATE THIS AGREEMENT AT ANY TIME UPON TEN (10) DAYS WRITTEN NOTICE TO SUBSCRIBER

2. **LIMITATIONS OF LIABILITY:** SAFETY NET IS PART OF AN ADVANCED RADIO COMMUNICATION SYSTEM. IT DOES NOT OFFER GUARANTEED PROTECTION AGAINST BURGLARY AND FIRE. ANY ALARM COMMUNICATION SYSTEM IS SUBJECT TO COMPROMISE OR FAILURE. THE RADIO WILL NOT WORK WITHOUT POWER. ELECTRICALLY POWERED DEVICES WILL NOT WORK IF THE POWER SUPPLY IS OFF FOR ANY REASON, HOWEVER BRIEFLY. THIS EQUIPMENT, LIKE ANY OTHER ELECTRICAL DEVICE, IS SUBJECT TO COMPONENT FAILURE. ALTHOUGH THIS EQUIPMENT IS DESIGNED TO BE LONG LASTING, THE ELECTRICAL COMPONENTS COULD FAIL AT ANY TIME. DUE TO THESE LIMITATIONS, WE RECOMMEND THE USER TO TEST THE SYSTEM AT LEAST ONCE EVERY MONTH AND ARRANGEMENTS SHOULD ALSO BE MADE FOR ON-SITE INSPECTION/TEST BY A LICENSED ALARM INSTALLER AT LEAST ONCE EACH YEAR. IF THE NETWORK - OR THE NETWORK'S CONNECTIVITY TO THE MONITORING CENTER - IS DAMAGED, DESTROYED, INTERRUPTED, CIRCUMVENTED, COMPROMISED OR MALFUNCTIONS FOR ANY REASON, SERVICE IS AUTOMATICALLY SUSPENDED WITHOUT NOTICE AND WITHOUT LIABILITY TO SAFETY NET. ALARM COMPANY AGREES AND UNDERSTANDS: THAT NEITHER SAFETY NET NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, PRINCIPALS, AGENTS, SERVANTS OR EMPLOYEES AND THEIR SUCCESSORS, ASSIGNS, HEIRS AND PERSONAL REPRESENTATIVES (HEREINAFTER, COLLECTIVELY "SAFETY NET ASSOCIATES") IS AN INSURER; THAT IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (I) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH OR RESULTING FROM PERSONAL INJURY INCLUDING, WITHOUT LIMITATION, MEDICAL, DISABILITY AND OTHER INSURANCE FOR PHYSICAL, MENTAL AND EMOTIONAL CONDITIONS, LIFE INSURANCE, AND REAL OR PERSONAL PROPERTY INSURANCE SHALL BE OBTAINED AND MAINTAINED BY THE SUBSCRIBER, (II) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (III) SAFETY NET AND SAFETY NET ASSOCIATES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; THAT SAFETY NET AND SAFETY NET ASSOCIATES MAKE NO EXPRESS GUARANTEE. REPRESENTATION OR WARRANTY; THAT SAFETY NET DOES NOT WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR; THAT SAFETY NET AND SAFETY NET ASSOCIATES ARE RELEASED FOR ALL LOSS OR DAMAGE WHICH MAY OCCUR BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT EVEN IF DUE TO THE IMPROPER PERFORMANCE OF OR FAILURE TO PERFORM OF SAFETY NET OR SAFETY NET ASSOCIATES, BREACH OF CONTRACT, BREACH OF EXPRESS WARRANTY, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SAFETY NET OR SAFETY NET ASSOCIATES FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, REAL OR PERSONAL, WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE SERVICE, THE FAILURE OR FAULTY OPERATION OF THE FACILITIES, OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF SAFETY NET ASSOCIATES OR SAFETY NET, INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, OR ANY CLAIMS BROUGHT IN PRODUCT OR STRICT LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, OR FOR CONTRIBUTION OR INDEMNIFICATION, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR SAFETY NET AND SAFETY NET ASSOCIATES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

3. **RELEASE OF INSURED LOSSES.** SUBSCRIBER HEREBY RELEASES COMPANY AND COMPANY ASSOCIATES FROM AGAINST (I) LOSSES, DAMAGES AND EXPENSES COVERED BY SUBSCRIBER'S INSURANCE POLICIES, (II) DEDUCTIBLES, AND (III) LOSS, DAMAGE AND EXPENSE IN EXCESS OF AMOUNTS PAID BY SUBSCRIBER'S INSURANCE COMPANY

4. **WAIVER OF SUBROGATION.** SUBSCRIBER HEREBY WAIVES ANY RIGHTS SUBSCRIBER'S INSURANCE COMPANY MAY HAVE TO BE REIMBURSED BY COMPANY OR COMPANY ASSOCIATES FOR MONEY PAID TO OR ON BEHALF OF SUBSCRIBER.

5. **INDEMNIFICATION.** The Alarm Company AGREES TO DEFEND Safety Net AND Safety Net's ASSOCIATES WITH ATTORNEYS DESIGNATED BY Safety Net FROM AND AGAINST AND PAY (WITHOUT ANY CONDITION OR OBLIGATION THAT Safety Net OR Safety Net ASSOCIATES FIRST PAY) FOR ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR COMPANY ASSOCIATES BY OR DUE TO ANY PERSON NOT A PARTY TO THIS AGREEMENT, INCLUDING SUBSCRIBER AND COMPANY'S INSURANCE COMPANY, ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF THE SERVICE, FAILURE OR IMPROPER DISPATCH OF PERSONS, RECORDING OF COMMUNICATIONS OPERATION OR NON-OPERATION OF THE MONITORING STATION FACILITIES, OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF Safety Net's ASSOCIATES OR COMPANY.

6. **PLACE OF SUIT.** Safety Net and The Alarm AND COMPANY EACH IRREVOCABLY AGREE THAT ALL CLAIMS, ACTIONS OR PROCEEDINGS ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF THIS AGREEMENT OR THE SERVICES (A "SUIT") SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN THE DISTRICT OR COUNTY WHERE COMPANY'S MONITORING STATION IS LOCATED AND THE ALARM COMPANY AND COMPANY EACH IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THESE COURTS.

7. **WAIVER OF TRIAL BY JURY.** THE ALARM COMPANY AND COMPANY EACH HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.

8. **SUSPENSION OF SERVICE AND REMOVAL OF EQUIPMENT.** SHOULD DEALER DEFAULT UNDER ITS CONTRACT WITH COMPANY, OR UPON TERMINATION OF SERVICES FOR ANY REASON, OR IF THE SECURITY ALARM BECOMES A "RUNAWAY" SYSTEM OR IS EXCESSIVELY COMMUNICATING WITH COMPANY'S MONITORING STATION WITHOUT APPARENT REASON, THE ALARM COMPANY AUTHORIZES AND EMPOWERS COMPANY TO, WITHOUT LIMITATION, DO ANYONE OR MORE OF THE FOLLOWING: IGNORE ALL COMMUNICATIONS RECEIVED FROM THE SECURITY ALARM, DISCONNECT THE SECURITY ALARM, OR RENDER THE SECURITY ALARM INCAPABLE OF COMMUNICATING LOCALLY OR WITH

9. **DAMAGES.** IF THE ALARM COMPANY FAILS OR REFUSES TO COOPERATE OR PREVENTS COMPANY FROM EXERCISING ITS RIGHTS PURSUANT TO THE PREVIOUS PARAGRAPH, THE ALARM COMPANY SHALL PAY TO COMPANY THE SUM OF ONE DOLLAR (\$1.00) FOR EACH INDIVIDUAL COMMUNICATION RECEIVED BY THE MONITORING STATION, AS AGREED UPON DAMAGES AND NOT AS A PENALTY, PLUS ALL ACTUAL ATTORNEYS' FEES AND COURT COSTS INCURRED BY COMPANY AS A PARTY IN ANY ACTION ARISING OUT OF OR FROM OR RELATED TO THE PREVIOUS PARAGRAPH OR THIS PARAGRAPH.

10. **BINDING AGREEMENT.** THIS AGREEMENT, WITHOUT ANY CHANGES, SHALL BE DEEMED TO BE IN FULL FORCE AND EFFECTIVE UPON COMMENCEMENT OF SERVICES.

11. **APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF MARYLAND WITHOUT REFERENCE TO ANY CONFLICTS OF LAW RULES.

12. **CONTRACTUAL LIMITATION OF ACTIONS.** ALL CLAIMS, ACTIONS OR PROCEEDINGS AGAINST COMPANY OR COMPANY ASSOCIATES MUST BE COMMENCED IN COURT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED OR THE ACT, OMISSION OR EVENT OCCURRED FROM WHICH THE CLAIM, ACTION OR PROCEEDING ARISES, WHICHEVER IS EARLIER, WITHOUT JUDICIAL EXTENSION OF TIME, OR SAID CLAIM, ACTION OR PROCEEDING IS BARRED. THE TIME PERIOD IN THIS PARAGRAPH MUST BE STRICTLY COMPLIED WITH.

13. **ASSIGNABILITY OF AGREEMENT.** THIS AGREEMENT IS NOT ASSIGNABLE BY THE ALARM COMPANY EXCEPT UPON THE WRITTEN CONSENT OF COMPANY, WHICH SHALL BE IN COMPANY'S SOLE AND ABSOLUTE DISCRETION. THIS AGREEMENT OR ANY PORTION THEREOF IS ASSIGNABLE BY COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION.

14. **PAYMENT OF ATTORNEYS' FEES.** THE ALARM COMPANY SHALL PAY TO COMPANY ALL COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEYS' FEES INCURRED BY COMPANY OR COMPANY ASSOCIATES IN ANY DISPUTE IN CONNECTION WITH, ARISING OUT OF OR FROM, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF THE RELATIONSHIP, RIGHTS, DUTIES, RESPONSIBILITIES OR OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT.

15. **SUSPENSION OF SERVICE.** THE ALARM COMPANY AGREES THAT COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE AND THE ALARM COMPANY RELEASES COMPANY FOR ALL LOSS, DAMAGE AND EXPENSE IN CASE THE MONITORING STATION, TELEPHONE NETWORK, EQUIPMENT, OR FACILITIES NECESSARY TO OPERATE THE SECURITY ALARM OR MONITORING STATION ARE DESTROYED, DAMAGED, INOPERABLE OR MALFUNCTION FOR ANY REASON WHATSOEVER, FOR THE DURATION OF SUCH INTERRUPTION OF SERVICE.

16. **INTEGRATED AGREEMENT.** THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR OR CURRENT NEGOTIATIONS, COMMITMENTS, CONTRACTS, EXPRESS OR IMPLIED, WARRANTIES, EXPRESS OR IMPLIED, STATEMENTS AND REPRESENTATIONS, WHETHER WRITTEN OR ORAL, PERTAINING THERETO, ALL OF WHICH SHALL BE DEEMED MERGED INTO THIS AGREEMENT. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT WHICH IS NOT EXPRESSED HEREIN.

17. **VALID AGREEMENT.** SHOULD ANY PROVISION HEREOF (OR PORTION THEREOF), OR ITS APPLICATION TO ANY CIRCUMSTANCES, BE HELD ILLEGAL, INVALID OR UNENFORCEABLE TO ANY EXTENT, THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THE PROVISION AND THIS AGREEMENT, OR OF SUCH PROVISIONS AS APPLIED TO ANY OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED THEREBY, AND SHALL REMAIN IN FULL FORCE AND EFFECT AS VALID, BINDING AND CONTINUING.

18. **MODIFICATIONS.** ALL CHANGES OR AMENDMENTS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY BOTH PARTIES TO BE BINDING ON THE PARTIES.

19. **THE ALARM COMPANY OBLIGATIONS.** IF THE ALARM COMPANY OR DEALER TERMINATES THE BUSINESS RELATIONSHIP BETWEEN THEM FOR ANY REASON WHATSOEVER, OR IF THE ALARM COMPANY SELLS OR NO LONGER OCCUPIES THE ENTIRE PREMISES, THE ALARM COMPANY SHALL IMMEDIATELY (I) NOTIFY COMPANY IN WRITING, AND (II) DEPROGRAM THE COMMUNICATOR IN THE RADIO TO DELETE COMPANY'S CYPHER NUMBER AND ACCOUNT NUMBER.

20. **LIQUIDATED DAMAGES.** IF THE ALARM EXCESSIVELY COMMUNICATES WITH SAFETY NET'S MONITORING STATION OR IF THE THE ALARM COMPANY IS NOT SUBJECT TO A VALID AND ACCEPTABLE CONTRACT WITH SAFETY NET AND THE ALARM CONTINUES TO COMMUNICATE WITH THE MONITORING STATION, THE ALARM COMPANY AGREES TO PAY THE SUM OF ONE DOLLAR (\$1.00) FOR EACH INDIVIDUAL COMMUNICATION FROM THE SECURITY ALARM RECEIVED BY COMPANY MONITORING STATION, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, PLUS ALL ACTUAL ATTORNEYS' FEES AND COURT COSTS INCURRED BY COMPANY AS A PARTY TO ANY DISPUTE ARISING OUT OF OR FROM OR IN CONNECTION WITH THIS PARAGRAPH.

21. **NOTE:** THE RADIO NETWORK, NEEDED TO TRANSMIT ALARM SIGNALS FROM PROTECTED PREMISES TO A CENTRAL MONITORING STATION, MAY BE TEMPORARILY AFFECTED DUE TO PERIODIC SERVICE MAINTENANCE REPAIRS AND OR SOFTWARE UPDATES, ENHANCEMENTS, WITHOUT PRIOR NOTICE TO ALARM COMPANIES AND THE ALARM COMPANYS.

22. **WARRANTY and LIMITATIONS.** SAFETY NET WILL REPAIR OR REPLACE INOPERATIVE UNITS FOR UP TO ONE YEAR FROM DATE OF MANUFACTURE. EXCLUDES DAMAGE DUE TO LIGHTNING OR INSTALLER ERROR AS WELL AS UNITS THAT INCORPORATE MATERIAL, OR USED IN A MANNER OR ENVIRONMENT, NOT SPECIFICALLY AUTHORIZED IN THIS AGREEMENT. UNAUTHORIZED MODIFICATIONS VOID THIS WARRANTY. NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. LIABILITY IS LIMITED TO PRICE OF THE UNIT.