

Nationwide Central Station Monitoring Corp.

P.O. Box 7297, Freeport, New York 11520

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DEALER AGREEMENT

AGREEMENT dated _____,

by and between **NATIONWIDE CENTRAL STATION MONITORING CORP.**, (hereinafter referred to as "NCSM") and

_____ (hereinafter referred to as "the DEALER")

Address _____ City _____ State _____ Zip _____

Phone _____ Cell _____ Email _____

THE PARTIES AGREE AS FOLLOWS:

1. NCSM agrees to provide the monitoring and notification service's set forth in this agreement and any rider annexed hereto pursuant to NCSM's written Procedures for Signal Response (PSR) to Dealer's active Subscribers. DEALER has received a copy of PSR and agrees to inform DEALER'S Subscribers of such procedures.

2. The fee to be paid by DEALER to NCSM for such services shall be those specified by NCSM's price list in effect at the time such services are rendered. DEALER acknowledges having received the current price list. Such fees shall be paid to NCSM by the DEALER, monthly, in advance, commencing with the entry of Subscriber's data in NCSM's data base. DEALER agrees that each Subscriber shall be monitored for a minimum period of 36 consecutive months. NCSM will invoice DEALER monthly for all active Subscribers. Active Subscriber shall mean any Subscriber whose data has been entered into NCSM's data base. DEALER agrees to pay an early termination charge for any Subscriber whose monitoring service is terminated for any reason prior to 36 months. The early termination charge shall be \$50 less 1/36 for each month DEALER has paid for such Subscriber's monitoring service. All subsequent monthly fees shall be paid by the DEALER prior to the last day of the last month of the preceding month. Each agreement for services to be performed for any Subscriber shall be automatically renewed month to month unless NCSM or the DEALER gives notice to the other of its intention not to renew as to any particular Subscriber 30 days before the commencement of said renewal period. If DEALER gives such notice, then DEALER shall ensure that such Subscriber's security system no longer communicates with NCSM's central station and DEALER shall continue to be responsible to pay for such Subscriber until communication is terminated or the term of this agreement, whichever is the later. DEALER specifically agrees that failure to make the payments for any particular Subscriber shall automatically terminate NCSM's obligation to render its services to such Subscriber, but the failure to render its service shall not be considered an election of remedies by NCSM, and this agreement shall remain in full force and effect as to other Subscribers. Any fees by the DEALER for monitoring service to a Subscriber shall not be refundable whether service to such Subscriber is terminated by action of the DEALER, Subscriber or NCSM. However, the DEALER may request, within sixty (60) days of termination of service, that fees paid for a Subscriber whose service has been terminated be applied to services rendered by NCSM to other Subscribers of the DEALER.

CHECK ALL APPLICABLE TERMS:

DEALER agrees that all of Dealers Subscriber accounts shall be monitored by NCSM.

DEALER acknowledges that it has received incentives from NCSM to enter into this agreement. (See Attached Addendum 1)

3. Central Station agrees that Dealers customer list, all records pertaining to such customers, including but not limited to name, address, type of alarm system and service, contract information, passcodes, customer contact information, special response instructions, customer telephone numbers, central office records, Dealer information and pricing are Dealer's proprietary information and confidential and shall be treated as such by Central Station and Central Station shall not publish or disclose such information to any person, firm, corporation or any entity, nor use such information for any purpose other than in the interest of Dealer and with Dealer's consent. Dealer shall have the right to all its Subscriber records and data upon request provided Dealer is in compliance with the terms of this agreement. Central Station shall not disclose its business relationship or the terms of the relationship with Dealer to another without Dealer's consent. Provided Dealer is in compliance with this agreement and upon expiration of this agreement without Dealer's breach thereof, Central Station shall not compete with Dealer by offering alarm monitoring to Dealer's Subscribers for whom Central Station provided monitoring pursuant to this agreement without Dealer's express consent or use Dealer's proprietary business records and data for any purpose during the term of this agreement and anytime thereafter. During this agreement and for two years thereafter Central Station agrees that it will not solicit or encourage any of Dealer's employees to leave Dealer's employment nor shall Central Station employ any such employee in any capacity.

4. The obligation of NCSM to render service to any particular Subscriber shall become effective only after (a) NCSM has received an executed agreement for monitoring services signed by such Subscriber in the form approved by NCSM, (b) Subscriber's data has been entered into NCSM's data base (c) NCSM has received the first month fee for such services from the DEALER, (d) NCSM has received an acceptable test signal from the DEALER from the location for which services are to be rendered, and (d) Subscriber obtains and maintains any permit required by any applicable law and furnishes NCSM with permit number. NCSM shall not be required to notify police, fire or emergency services if Subscriber does not have all necessary permit, registration or certification for the alarm being monitored and services NCSM is to perform, and has provided NCSM with such documentation.

5. NCSM and the DEALER agree that NCSM's sole obligation under this agreement or under any agreement between the Subscribers and the DEALER shall be to monitor signals received from the alarm system. NCSM, upon receipt of a signal from a Subscriber's premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and the persons whose names and telephone numbers are set forth on the notification instruction [Call List] received by NCSM as to each Subscriber, unless NCSM determines that an emergency condition does not exist. Unless otherwise provided in the Call List NCSM will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with NCSM's notification obligation. Unless otherwise agreed in Call List or specifically addressed in NCSM's PSR in effect on date of signal, NCSM shall make a reasonable effort to notify Subscriber and DEALER of a Supervisory Signal [defined as one that does not require dispatch of police, fire or emergency response personnel] or Trouble Signal [defined as signal signifying that one or more components of the alarm system is non operational or communication link is not working] by telephone, text or email, but only one such notice shall be required until DEALER notifies NCSM that the cause of the signal has been resolved and NCSM receives a test signal. NCSM does not notify police, fire or responding personnel of Supervisory and Trouble signals, unless the alarm system is a fire alarm system, in which event NCSM will comply with its response policy if addressed or industry standards and AHJ requirements for notice. Under no circumstances is NCSM responsible for signals which do not reach NCSM or are not recognized by NCSM's receivers.

6. If NCSM has agreed to monitor and store video, clips and or streaming or audio, NCSM shall have no liability for the quality of video or audio data, inability to retrieve the data or data corruption. All data coming into the NCSM's facility shall be the property of NCSM and shall be accessible to DEALER or Subscriber only in accordance with NCSM's policies which may change at any time.

7. NCSM has established response procedures and DEALER has been furnished with a copy of such procedures. DEALER shall instruct DEALER'S Subscribers that monitoring responses will conform to these procedures. NCSM procedures may change from time to time and NCSM will provide notice to DEALER of such change in procedure and DEALER shall inform DEALER's Subscribers accordingly.

8. NCSM will comply with alarm verification requirements in jurisdictions requiring same and may implement alarm verification procedures in jurisdictions where verification is not required. DEALER shall notify DEALER's Subscribers of NCSM's verification practices. Where required or at NCSM's option, NCSM shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by NCSM or as required by local law and only verified alarm conditions shall be communicated to police, fire or emergency responders.

9. DEALER acknowledges that monitoring response which includes notification to Subscriber shall be made to Subscriber and if DEALER notifies NCSM that alarm response is to be made only to DEALER such request must be in writing and signed by DEALER's authorized representative and the Subscriber.

10. It is understood that NCSM owns none of the equipment in the Subscriber's premises and has no responsibility for the condition or functioning thereof and that maintenance, repair, testing, service, replacement or insurance of the equipment are not the obligation or responsibility of NCSM. Dealer is solely responsible for programming Subscriber's alarm system and ensuring that NCSM can receive and identify signals. NCSM has no responsibility for Subscriber information and data provided, input or modified by Dealer.

11. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

12. This agreement may be suspended as to any particular Subscriber should the equipment at the premises of such Subscriber become so disabled or so substantially damaged that further monitoring service to such Subscriber is impracticable. NCSM will not be required to render service to the Subscriber if the failure to render such service is due to strikes, riots, malfunctions of telephone lines, telephone equipment, or communication networks, acts of God, or any other causes beyond the control of NCSM or non-payment by DEALER for such Subscriber account.

13. In addition to the fees stated herein, DEALER agrees to pay, when requested by NCSM, any and all sales or use taxes or other impositions or levies by any taxing authorities in connection with the monitoring service to be performed by NCSM.

14. False Alarms / Permit fees: NCSM shall have no liability for permit fees or fines, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police

or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and DEALER shall remain liable for all payments provided for herein. Should NCSM be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement DEALER agrees to pay NCSM for such service or material. DEALER agrees to indemnify and/or reimburse NCSM for all fines, including but not limited to permits required by law, permit fees, permit fines and false alarm fines imposed by any governmental authority against NCSM relating to monitoring services provided to DEALER's Subscribers.

15. In the event monitoring is terminated for any reason NCSM shall have the right to disregard signals and take whatever procedures that may be necessary to remove or erase the programming to prevent signals from being transmitted to NCSM. DEALER shall remain liable for all monitoring charges until NCSM no longer receives signals from Subscriber's location. In the event DEALER defaults in any payment to NCSM, NCSM shall be permitted to communicate directly with DEALER's Subscribers to advise them that monitoring services will be terminated unless such Subscriber enters into monitoring contract directly with NCSM or NCSM's designee. Any contract between DEALER and Subscriber shall be voidable by any Subscriber entering into a direct monitoring contract with NCSM or its designee after notification by NCSM to such Subscriber that DEALER has defaulted under this agreement. NCSM may, without prior notice, suspend or terminate its services in the event of DEALER's default in performance of this agreement and shall be permitted to terminate all of its services under this agreement without relieving DEALER of any obligation herein.

16. DEALER shall reimburse NCSM for all expenses incurred, including but not limited to increased operational expense and NCSM's legal fees, if any, in connection with excessive incoming alarm transmissions or data usage expense beyond customary usage, incurred by NCSM to monitor or terminate the excessive signals or recover any amount owed by DEALER to NCSM pursuant to this agreement.

17. DEALER agrees that NCSM is not an insurer and no insurance coverage is offered herein. The security equipment and NCSM's services are designed to reduce certain risks of loss, though NCSM does not guarantee that no loss will occur. NCSM is not assuming liability, and, therefore, shall not be liable to DEALER for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by DEALER as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by NCSM's negligent performance to any degree in furtherance of this contract, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this contract or any other legal duty. In the event of any loss or injury to any person or property, DEALER agrees to look exclusively to DEALER's insurer to recover damages. DEALER releases NCSM from any claims for contribution, indemnity or subrogation.

18. DEALER agrees that should there arise any liability on the part of NCSM as a result of NCSM's negligent performance to any degree or negligent failure to perform any of NCSM's obligations pursuant to this contract or any other legal duty, equipment failure, or strict products liability, that NCSM's liability shall be limited to the sum of \$250.00 or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If DEALER wishes to increase NCSM's amount of limitation of liability, DEALER may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with NCSM's increased liability. This shall not be construed as insurance coverage.

19. DEALER agrees to indemnify and hold NCSM harmless, including reasonable attorneys' fees, from and against all claims, lawsuits including arbitration, and losses alleged to be caused by NCSM's negligent performance in any degree or failure to perform under this agreement. The parties agree that there are no third party beneficiaries of this agreement. DEALER on its behalf and any insurance carrier waives any right of subrogation DEALER's insurance carrier may otherwise have against NCSM arising out of this agreement or the relation of the parties hereto. DEALER shall not be permitted to assign this agreement without written consent of NCSM. NCSM shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment.

20. DEALER shall maintain a policy of public liability, property damage, error and omissions insurance under which NCSM and DEALER are named as insured, and under which the insurer agrees to indemnify and hold NCSM harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by NCSM's negligent performance or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify DEALER.

21. NON-DISPARAGEMENT: Neither party to this agreement shall publish or communicate on any written or electronic forum or social media any disparaging comment, negative review, recommendation, evaluation, or report of the other unless required by law. Because a violation of this provision would result in damages that may be difficult to prove, the parties agree that a party violating this provision shall be liable for damages in the amount of \$10,000.00 as and for liquidated damages and not as a penalty, and no actual damages need to be proved. Additionally, a party to this agreement required to commence any lawsuit or arbitration to enforce this provision shall be entitled to injunctive relief and its legal fees.

22. In order to secure all indebtedness or liability of DEALER to NCSM, DEALER hereby grants and conveys to NCSM a security interest in, and mortgages to NCSM all of DEALER's equipment, inventory and proceeds thereof, accounts receivables, Subscriber contracts and cash on hand. NCSM is authorized to execute and file a UCC-1 statement.

23. If NCSM prevails in any litigation or arbitration between the parties, DEALER shall pay NCSM's legal fees. In any action commenced by NCSM against DEALER, DEALER shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity and not as a class action plaintiff or class action member in any purported class or representative proceeding. The parties agree that the courts of the state of New York and in the County of where NCSM's principal place of business is located shall have exclusive jurisdiction and venue over the parties hereto regarding any dispute between them and DEALER and NCSM submits to the jurisdiction and venue of the courts of the State of New York unless any party exercises its option to arbitrate as provided for herein. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subject to DEALER's right to bring any claim against NCSM for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules www.ArbitrationServicesInc.com. The parties waive trial by jury in any action between them unless prohibited by law. Any action by the parties against NCSM must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against NCSM must be based on the provisions of this agreement. Any other action that the parties may have or bring against NCSM in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

24. This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by all parties. DEALER acknowledges and represents that DEALER has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this Agreement and DEALER hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of DEALER's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance. Should any provision of this agreement be deemed void, the remaining parts shall not be affected. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein.

**DEALER ACKNOWLEDGES RECEIPT AND HAVING READ NCSM'S WRITTEN PROCEDURES FOR PROVIDING ITS MONITORING SERVICES AND HAVING READ THIS AGREEMENT BEFORE EXECUTION
DEALER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.**

NCSM:

By: _____
Signature

Print Name _____ Title _____

DEALER agrees to have its credit card automatically charged for all charges under this contract and agrees to be bound by all terms as a party herein.
Credit Card #:

Security Code: _____ Expiration Date: _____

Mastercard Visa American Express Discover

Cardholder's Name (As it appears on credit card): _____

Billing Address: _____

DEALER:

(DEALER's Corporate Name)

By: _____

By: _____
(Please Print Your Name As Signed Above)

Tax ID or EIN Type and jurisdiction of organization and ID, if any

The undersigned personally guarantees DEALER's performance of this agreement and agrees to be bound by all terms as a party herein.

Name must be printed below

Social Security Number

Residence Address