



P. O. BOX 712,
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I. BASIC SERVICES INCLUDE :

1. Direct call response by experienced operators, to an emergency condition until proper authorities are notified.
2. Direct call response until a station designated by subscriber is notified.
3. Notification to the Installer that a security system condition has occurred.
4. Notification of additional designated call stations available.

Nationwide reserves the right to amend services without prior notice.

INSTALLER CONTRACT

AGREEMENT dated _____, by and between NATIONWIDE DIGITAL MONITORING Co. ,(hereinafter referred to as "NATIONWIDE" or "Company") and
Installer Company _____(hereinafter referred to as "the Installer") President/Owner
Address _____ City _____ State _____ Zip _____
Telephone Number _____

The parties agree as follows:

1. Company agrees to provide the monitoring and notification service's set forth in this agreement and instruct Installer in the proper use of the security system for such Subscribers as Installer may direct.
2. The fee to be paid by Installer to Company for such services shall be those specified by Company's price list in effect at the time such services are rendered. Installer acknowledges having received the current price list. Such fees shall be paid to Company by the Installer, quarter-annually, in advance, commencing with the rendering of service by Company to Subscriber for a term of three (3) years. All subsequent quarter-annual fees shall be paid by the Installer prior to the last day of the last month of the preceding quarter. Each agreement for services to be performed for any Subscriber shall be automatically renewed for an additional year unless Company or the Installer 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. Installer specifically agrees that failure to make the payments herein provided as to any particular Subscriber shall automatically terminate Company'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 Company, and this agreement shall remain in full force and effect as to any and all other Subscribers. Any fees by the Installer for monitoring service to a Subscriber shall not be refundable whether service to such Subscriber is terminated by action of the Installer or the Subscriber. However, the Installer 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 Company to other Subscribers of the Installer.
3. The obligation of Company to render service to any particular Subscriber shall become effective only after (a) Company has received an executed agreement for services signed by such Subscriber in the form approved by Company, and (b) Company has received the first quarter-annual fee for such services from the Installer, and (c) Company has received an acceptable test signal from the location for which services are to be rendered.
4. Company and the Installer agree that Company's sole obligation under this agreement or under any agreement between the Subscribers and the Installer shall be to monitor signals received from the protective system. Company, 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 received by Company as to each Subscriber, unless Company determines that an emergency condition does not exist.
5. It is understood that Company 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 Company.
6. 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. Company 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 or telephone equipment, acts of God, or any other causes beyond the control of Company or non-payment by Installer for such subscriber account.
7. In addition to the fees stated herein, Installer agrees to pay, when requested by Company, 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 Company.
8. In the event monitoring is terminated for any reason Company 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 Company. Installer shall remain liable for all monitoring charges until Company no longer receives signals from Subscriber's location. In the event Installer defaults in any payment to Company, Company shall be permitted to communicate directly with Installer's Subscribers to advise them that monitoring services are to be terminated unless such subscribers enter into monitoring contracts directly with Company. Any contract between Installer and Subscriber shall be voidable by any Subscriber entering into a direct monitoring contract with Company after notification by Company to such Subscriber that Installer has defaulted under this agreement. Company may, without prior notice, suspend or terminate its services in event of Installer's default in performance of this agreement and shall be permitted to terminate all its services under this agreement without relieving Installer of any obligation herein.
9. Installer shall reimburse Company for all expenses incurred including Company's legal fees, if any, in connection with excessive incoming alarm transmissions incurred by Company to terminate the excessive signals or recover any amount owed by Installer to Company pursuant to this agreement.
10. Installer agrees that Company is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though Company does not guarantee that no loss will occur. Company is not assuming liability, and, therefore shall not be liable to Installer for any loss, personal injury or property damage sustained by Installer as a result of 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 Company's negligent performance, failure to perform any obligation or strict products liability. Installer releases Company from any claims for contribution, indemnity or subrogation.
11. Installer agrees that should there arise any liability on the part of Company as a result of Company's negligent performance to any degree, failure to perform any of Company's obligations, equipment failure or strict products liability, that Company's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Installer wishes to increase Company's maximum amount of Company's limitation of liability, Installer 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 Company's increased liability. This shall not be construed as insurance coverage.
12. The parties agree that in the event Company is found liable for any damage due to the negligent performance in any degree, failure to perform its monitoring services, and strict products liability it would be impractical and extremely difficult to fix actual damages. Therefore, Installer agrees that should there arise any liability on the part of Company, such liability shall be limited to the amount specified in Paragraph 11 of this agreement.
13. Installer agrees to indemnify and hold Company harmless, including reasonable attorneys' fees, from and against all claims, lawsuits and losses alleged to be caused by Company'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. Installer on its behalf and any insurance carrier waives any right of subrogation Installer's insurance carrier may otherwise have against Company arising out of this agreement or the relation of the parties hereto. Installer shall not be permitted to assign this agreement without written consent of Company. Company shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment.
14. Installer shall maintain a policy of public liability, property damage, error and omissions insurance under which Company and Installer are named as insured, and under which the insurer agrees to indemnify and hold Company 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 Company'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 Installer. Company shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Installer from insurance covering such loss or damage or for such loss or damage against which the Installer is indemnified or insured.
15. To secure Installers obligations under this agreement Installer grants Company a security interest in Installer's accounts, subscriber's contracts and accounts receivables and Company is authorized to file a financing statement.
16. The parties agree that the courts of New York State in the County of Nassau shall have exclusive jurisdiction and venue over the parties hereto regarding any dispute between them and Installer and Company submit to the jurisdiction and venue of the courts of the State of New York. In any action between the parties Installer shall pay Company's legal fees. Any action or dispute between the parties, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by the National Arbitration Association under its Commercial Arbitration Rules. www.natarb.com.
17. This agreement shall be governed by the laws of the State of New York. Should any provision of this agreement be deemed void, all other provisions will remain in effect.
18. This agreement can not be amended, modified or canceled except in writing signed by the parties hereto.

NATIONWIDE DIGITAL MONITORING Co.

By: _____

Title: _____

INSTALLER: _____
(Installer's Corporate Name)

Signature: _____

Title: _____

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

Date: _____