

Attachments

Attachment A - The Network

A.1. Network Components

ALARMNET operates a number of networks utilizing different technologies and covering different geographic areas. All of the **ALARMNET** networks described in this Attachment are collectively referred to herein as “the Network” and include the following:

- **ALARMNET** has developed a radio network that operates in the 900 MHz frequency band. This Network component is called “ALARMNET-A”, and is used to provide Security Communications Service only (as defined herein).
- **ALARMNET** has also developed a network in conjunction with a third party NSP, Velocita Wireless, (a Sprint Nextel Company). Velocita Wireless provides a radio network called Mobitex. **ALARMNET**’s Network component that utilizes the Mobitex network is called “ALARMNET-M”, and is used to provide Security Communications Service only.
- **ALARMNET** has also developed a network in conjunction with a third party NSP, Cingular Wireless II, LLC (a Delaware limited liability Company). Cingular Wireless II, LLC provides a wireless network called GSM-GPRS. **ALARMNET**’s Network component that utilizes the GSM network is called “ALARMNET-G”, and is used to provide Security Communications Service, Supplemental Security Services, and Consumer Services.
- **ALARMNET** has also developed a Network component called “ALARMNET-i”, which utilizes the Internet and is used to provide Security Communications Service and Supplemental Security Services.
- **ALARMNET** has also developed a Network component called “ALARMNET (800) Plus”, which is used to deliver messages from Subscriber Equipment to a Central Station using commercial switched telephone networks and is used to provide Security Communications Service only.
- **ALARMNET** has also developed a Network component called “Symphony Data Services”, which utilizes the Internet and is used to provide Consumer Services only. As part of the Symphony Data Services, **ALARMNET** has also developed Optiflex Video Services that provides remote video monitoring via the Internet.
- **ALARMNET** has also developed a Network component called “Total Connect” or “Remote Services”, which utilizes the Internet and is used to provide Consumer Services only.

A.2. Services

- Security Communications Service is intended to be used for alarm communications as an addition or supplement to other security systems. This service requires the connection of the Subscriber Equipment to the Network and provides for the transmission of messages to the Central Station Equipment and may also provide for the supervision of Subscriber Equipment by the Network. Such messages originate from an alarm control or similar equipment designed to warn of possible harm or impairment to persons or property, and are sent to the Central Station Equipment from the Subscriber Equipment. Such messages may also include communication failure messages or other status messages sent to **CUSTOMER** the Central Station Equipment from the Network.

- Supplemental Security Services include services and tools provided by AlarmNet that may be used to help Central Stations, Installers, or Subscribers to manage and control their accounts, services, equipment, or connection to the Network. These include, but are not limited to AlarmNet Direct and associated web sites, AlarmNet web services, and Compass Connect Downloading when used with **AlarmNet** Equipment. **CUSTOMER UNDERSTANDS THAT ERRORS OR OTHER IMPROPER USE OF SUPPLEMENTAL SECURITY SERVICES MAY RESULT IN: FAILURE OF THE ALARM SYSTEM TO TRANSMIT ALARMS OR OTHER CRITICAL SIGNALS; UNNECESSARY SERVICE CALLS; OR OTHER COSTS OR DAMAGES. ALARMNET IS NOT RESPONSIBLE FOR ANY COSTS OR DAMAGES CAUSED BY ERRORS NOR IS IT RESPONSIBLE FOR DELAYS IN PROCESSING OR CORRECTING ERRORS CAUSED BY SUCH REQUESTS.**
- Consumer Services include the transmission of data, images, Internet media content, and other information to and from Subscribers. Consumer Services are not to be used for communication of alarms, security, or life safety conditions.

A.3. Acknowledgments

- **CUSTOMER** shall disclose the following information to all Subscriber opting to purchase the AlarmNet Services:
 - (i) Subscriber has no contractual relationship with the NSP, and Subscriber is not a third party beneficiary of any agreement between AlarmNet and the NSP. Subscriber understands and agrees that the NSP shall have no legal, equitable, or other liability of any kind to Subscriber. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Subscriber's exclusive remedy for claims arising in any way in connection with the agreement between the Subscriber and **CUSTOMER**, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, is limited to an aggregate payment of damages in an amount not to exceed \$1,000.
 - (ii) Subscriber shall indemnify and hold harmless the NSP and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with the agreement between the Subscriber and **CUSTOMER** or the use, or failure to use, or inability to use the Service except where the claims result from the NSP's gross negligence or willful misconduct. This indemnity shall survive the termination of the agreements between the Subscriber and **CUSTOMER**.
 - (iii) Subscriber has no property right in any number assigned to it, and understands that any such number can be changed from time to time.
 - (iv) Subscriber understands that **CUSTOMER**, AlarmNet and the NSP cannot guaranty the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the services.
 - (v) The Subscriber may not resell the service to any other party.