

AlarmNet®

2 Corporate Center Dr., Melville, NY 11747 - (800) 222-6525

Subscriber Communications Agreement

Subscriber Info: Check here if name change/reinstatement

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: (_____) - _____ - _____

Subscriber Number: _____ - _____

Equipment Type	Supervision Level
<input type="checkbox"/> AlarmNet-i	<input type="checkbox"/> ULC Level 3 (3 min)
<input type="checkbox"/> AlarmNet-G	<input type="checkbox"/> ULC Level 2 (6 min)
<input type="checkbox"/> AlarmNet-iGSM	<input type="checkbox"/> Hourly
	<input type="checkbox"/> Daily
	<input type="checkbox"/> Monthly
	<input type="checkbox"/> Other: _____

Dear Subscriber,
AlarmNet is pleased to provide the AlarmNet security network (the "Network") through your central station monitoring company, CUSTOMER. The purpose of this agreement is to define and limit AlarmNet's obligations to you, the subscriber in providing the Network, and to have you understand what you can expect of us. No security system is a substitute for proper caution or insurance. If we are to provide access to the Network on an economical basis, we cannot be insurers against loss. Therefore, this agreement, among other things, spells out the limitations of our liability to you and others. We thank you for reading this agreement and hope to serve you for many years to come.
- AlarmNet, Inc.

ACCEPTANCE

By Your signature, You acknowledge that: (a) You have read the entire Agreement, including the second page, prior to signing, and understand and accept its contents, including specifically the limitations on the obligations of the parties and the limitations on their liability; and, (b) You have no verbal or other understanding with anyone changing or modifying any term or condition of this agreement. Even if AlarmNet has not approved this Agreement, all of its terms are binding on You as soon as, and for as long as, You use the Network. This Agreement may be signed in counterparts and returned to **CUSTOMER**. If you desire, a signed copy will be returned to you. **You may cancel this Agreement prior to midnight of the third business day following the day of Your signing without further obligation by notifying CUSTOMER in writing.**

(to be signed by SUBSCRIBER):

Authorized Signature

Date

(to be signed by AlarmNet / HSC):

AlarmNet, Inc.

Honeywell International Inc., Security & Communications

1. **Parties.** This is an Agreement between AlarmNet, Inc., a Delaware corporation, located at 2 Corporate Center Dr., Melville, NY 11747, which provides a security communications network ("the Network") to your central station, Honeywell International Inc., "Honeywell", a Delaware Corporation, located at 2 Corporate Center Dr., Melville, NY 11747, the manufacturer of certain components of the alarm, and you, the subscriber ("You"), the person or entity in whose residence or place of business alarm Equipment is or will be installed, and includes all officers, directors, employees, agents, representatives, mandataries, guests and visitors of Yours. You may have entered into a separate written agreement with **CUSTOMER**, ("**CUSTOMER**"), which will provide or arrange for central station monitoring of the Equipment installed at Your premises, which Equipment may have been installed by **CUSTOMER** or an installing company ("Installer"). Your relationships with **CUSTOMER** and Installer are governed by Your separate agreements with them.

2. **Term, and Cancellation.** This Agreement shall continue in effect on a day-to-day basis starting on the day the alarm Equipment is connected to the central station and shall be automatically renewed each day unless either party shall notify the other that it no longer wishes to provide and/or use the Network. While You may cancel this Agreement at any time, all of its terms and conditions shall continue in effect for so long as Your alarm Equipment utilizes the Network in any way. If AlarmNet ceases providing the Network, no party shall have any liability to You. You must look exclusively to **CUSTOMER** or Installer for refunds of any amounts pre-paid by You to **CUSTOMER** or Installer for monitoring services. AlarmNet is being paid for supplying the Network by **CUSTOMER**, not You, and may cancel Your access to the Network for non-payment by **CUSTOMER**, at the end of AlarmNet's contract with **CUSTOMER** or at the request of **CUSTOMER**. You understand that the Equipment used to communicate with the Network is unique and may not be suitable for use with any other system if You no longer use the Network. The Parties recognize that certain components of the Networks may be provided by independent Network Service Providers ("NSP"), such as Rogers Wireless Communications Inc., Cingular Interactive, L.P. (a Delaware limited partnership) and Aeris Communications, Inc. (a California corporation), and independent Internet Service Providers ("ISP") who are beyond the control of AlarmNet. The parties therefore agree that AlarmNet shall not be liable for damages, whether direct, consequential or otherwise, which might arise from disruption or cancellation of such services.

3. **Periodic Testing by You.** Honeywell takes pride in manufacturing high quality alarm Equipment, and extends its Limited Warranty, reprinted below, to You. All alarm equipment is subject to compromise or failure to warn for a wide variety of reasons. You agree to arrange with **CUSTOMER** or Installer to test the alarm system on a regular basis to assure that its many sophisticated and sensitive components are in good working order, and to take appropriate action if any component fails to function properly during a periodic test.

4. **No Guarantee.** Even if the alarm equipment is tested regularly and the components are operating in accordance with specifications, there can be no guarantee that it will not be compromised or circumvented before it communicates with the central station, or that it will provide adequate warning in any given situation, or that it will prevent any personal injury or property loss by burglary, robbery, fire or otherwise. Even with the extra protection of the Network, due to the very nature of radio waves and other communications technologies, there may be times when the Network is unable to maintain contact with subscriber Equipment or re-transmit a message. It is recommended that AlarmNet subscriber communications Equipment be configured with secondary communications means, such as a digital dialer. You understand that properly installed and maintained alarm equipment (including the subscriber transmitter), may only reduce the risk of a burglary, robbery, fire or otherwise occurring without providing an alarm, but it is not insurance or a guaranty that such will not occur or that there will be no personal injury or property loss as a result. Consequently, Honeywell and AlarmNet shall have no liability for any personal injury, property damage or any other loss based on a claim that the equipment failed to give warning. For all these reasons, You are responsible for maintaining appropriate caution, and insuring life and property with the types and amounts of insurance You deem appropriate, taking into consideration that the Equipment and/or Network may not function appropriately at all times.

5. **Limitation of Liability.** Honeywell, AlarmNet the NSPs and the ISPs have no liability or responsibility whatsoever for the choice of alarm equipment installed at Your premises, or its installation and connection to, or the operation of **CUSTOMER** central station. Honeywell and the NSPs and ISPs have no liability or responsibility whatsoever for the Network, and AlarmNet and the NSPs and ISPs have no liability or responsibility whatsoever for the Honeywell Equipment. You acknowledge and agree that neither Honeywell, AlarmNet, the NSPs, the ISPs, **CUSTOMER**, nor Installer is Your insurer and that they

The terms and conditions of this agreement, including certain limitations of liability and warranty continue on the second page and are an integral part of this agreement. Please read them carefully before signing.

shall be exempt from liability for all loss or damage which the alarm system or monitoring is designed to detect or avert. Honeywell's sole responsibility is to manufacture Equipment in accordance with its internal specifications and the NSPs, the ISPs, and AlarmNet's sole responsibility is to permit Your connection to the Network. The responsibilities of **CUSTOMER** and Installer are governed by Your agreements with them. If AlarmNet and/or Honeywell and/or the NSP and/or the ISP should nevertheless be found liable, whether directly or indirectly, for any loss, damage or injury arising under this Agreement or otherwise, regardless of cause or origin, on any basis whatsoever, even if the result of their negligence or gross negligence, their total maximum liability is limited to and shall not in any case exceed \$1,000.00 which shall be the complete and exclusive remedy against them.

6. **Limited Warranty on Equipment.** Honeywell is the manufacturer of certain components of Your alarm Equipment and the subscriber transmitter, which connects to the Network ("Equipment"). Honeywell shall have no liability whatsoever with respect to Equipment except under its Limited Warranty.

For commercial customers, there are no express or implied warranties, representations, rights, obligations, warranties or conditions that extend beyond the face hereof, whether they arise as a result of the nature of this Agreement or in conformity with usage, equity or law, including but not limited to warranties, obligations, rights or conditions of title, ownership (including but not limited to the warranty that the relevant property is free of any other rights or charges), non-infringement, satisfactory quality, merchantability and fitness for a particular purpose, fitness for a general purpose, quality, workmanship, hidden defects, peaceful enjoyment, security, delivery, good state of repair, obligation to repair or maintain, warranty against eviction and obligation to inform as well as any and all warranties, obligations, rights and conditions arising under, derived from, provided for or found at common law or in Quebec's civil law, including but not limited to those set forth in Book V of the Civil Code of Quebec (including under Article 2100 C.C.Q.) or otherwise, for residential, customers, there are no express warranties, which extend beyond the face hereof, and all implied warranties, obligations or liabilities made by Honeywell in connection with equipment, including any implied warranty of merchantability, or fitness for a particular purpose or otherwise, are limited in duration to the extent permitted by law to a period of one (1) year from the date of original purchase.

In no case shall AlarmNet or Honeywell be liable to anyone for any consequential or incidental damages for breach of this or any other warranty or obligation, express or implied, or upon any other basis or liability whatsoever, even if the loss or damage is caused by either AlarmNet or Honeywell's own negligence or fault. The Limited Warranty replaces any and all previous warranties, and is the only warranty made by Honeywell on the Equipment.

7. **Indemnification by You and Defense Waiver.** In the event any third party, other than Your insurance carrier (as subrogee), makes any claim or commences any action against AlarmNet, Honeywell, the NSP, **CUSTOMER**, or Installer, or any of their present or future officers, directors, employees, parents, subsidiaries, agents, representatives, mandataries, successors, assigns, contractors, licensees or affiliates related in any manner to this Agreement, regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, You agree to and shall indemnify, defend and save them harmless, jointly and severally (or solidarily), from and against all liabilities, losses, claims, damages and judgments, including but not limited to payment of all costs, interest, expenses and attorney's fees (and, if applicable, judicial and extra-judicial costs and fees). You hereby waive any and all rights to interpose any claim, defense, counterclaim or third party claim against AlarmNet, Honeywell, the NSP, **CUSTOMER**, or Installer, their present or future officers, directors, employees, parents, subsidiaries, agents, representatives, mandataries, successors, assigns, contractors, licensees or affiliates (or to bring or call any such person or entity in warranty) in the event any action is commenced against You by any third party.

8. **Change of Address.** The transmitter is programmed with information unique to You and Your address. Should You move the transmitter to a new location, or sell the premises with the transmitter, in order for the transmitter to continue operating properly and maintain contact with the Network, You must notify **CUSTOMER** or Installer, who will provide further instructions.

9. **Other Important Provisions.** This Agreement constitutes the final, complete, exclusive and entire agreement between You, AlarmNet, and Honeywell with respect to its subject matter and supersedes any and all prior or contemporaneous statements or representations, whether oral, written or otherwise. This Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the parties, by any usage of trade or custom, or by any prior performance between the parties pursuant to this Agreement or otherwise. This Agreement may be changed, modified or varied only by a writing signed by You, Honeywell and AlarmNet (on paper support) and no one else is authorized to modify this Agreement in any respect.

This Agreement shall be binding upon the parties and each of their present and future officers, directors, employees, parents, subsidiaries, agents, representatives, mandataries, successors, assigns contractors, licensees, affiliates, family members and guests.

AlarmNet and Honeywell are located in New York. This Agreement shall be deemed entered into in the State of New York and shall be governed by and construed according to the internal laws of the State of New York applicable to agreements executed and to be performed entirely within New York, without regard to any conflict of law principles which would result in the application of the laws of any other jurisdiction. Any action against any party to this Agreement shall be commenced in the federal or state courts within the State of New York, which courts shall have non-exclusive jurisdiction over such actions and proceedings and the parties hereby irrevocably consent to personal and subject matter jurisdiction by such courts.

The provisions of this Agreement shall apply to the fullest extent permitted by law. The invalidity or unenforceability of any provision of this agreement shall not affect any other provision and all such other provisions shall remain in full force and effect without change or modification thereof. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. All notices under this Agreement shall be given in writing by mail at the addresses set forth herein or as may be supplied in the future.

It is the express wish of the Parties hereto that this Agreement be drafted in English. Les parties ont expressément demandé que ce contrat soit rédigé en anglais.