

TERMS AND CONDITIONS

1. DEFINITIONS

CRN Wireless LLC is the provider of the wireless network services described herein. CRN Wireless its successors, assigns and affiliates, shall be referred to herein as "CRN". The term "SUBSCRIBER" shall mean the person or entity whose premise is using CRN services. The term "DEALER" shall mean the entity that installs and/or services equipment manufactured by CRN ("Equipment") at the SUBSCRIBER'S premise. The DEALER shall sell CRN Network services to SUBSCRIBERS. The term "CENTRAL STATION" shall mean the monitoring station contracted to respond to alarm signals from Equipment installed at the SUBSCRIBER's premise.

2. PURPOSE

This agreement sets forth the terms and conditions upon which CRN will provide wireless network services to the DEALER. CRN is to receive radio frequency signals from wireless subscriber unit installed by the DEALER located at SUBSCRIBER'S premise. CRN will process these received wireless alarm signals and relay certain specific signals to the DEALER's Central Station digital receiver. The relaying of these signals will be accomplished using Digital Dialer Emulation, whereby CRN's automated processing system connects to the DEALER's Central Station digital receiver and downloads the codes designated by the DEALER. Identical repeated signals within a 15-minute period will not be downloaded.

3. WIRELESS ALARM COMMUNICATION SERVICES

It is understood that the service provided is that of receiving wireless signals from Equipment properly installed and maintained by DEALER in SUBSCRIBER's premises and relay these signals by Digital Dial Emulation to the DEALER's central station receiver. The DEALER acknowledges there are certain limitations in providing wireless signal services and such limitations are inherent with such wireless systems. It is recognized that RF interference may affect the transmission of a SUBSCRIBER's signal to receiving sites employed by CRN on occasion, and that damage could occur to these receiving sites, or other related equipment that could temporarily result in the absence of service. Additionally, during routine maintenance to receiving and/or transmission equipment, service may be temporarily interrupted. CRN relies upon third party network providers; as such no guarantee is made as to network coverage, down time and future network coverage availability. The DEALER assumes and accepts such risk and the consequences of such and agrees to indemnify and hold CRN harmless from any and all claims, including third party claims as a result of the absence of service or otherwise.

4. NOTIFICATION

The DEALER shall advise anyone using this service at the time it undertakes to provide the service that there are certain unavoidable limitations in providing wireless signal services and such limitations are inherent with such systems and that CRN does not insure, guarantee, or warrant to the DEALER or SUBSCRIBERS that by subscribing to this service the SUBSCRIBER's security system will function as intended and that CRN's service is being provided upon the express understanding and condition that CRN is not an insurer or guarantor of the performance of any security system and that it has expressly denied and disclaimed any representations or intent on the part of CRN that will enable the DEALER to provide a service that will meet any specific standard for a security system. The DEALER will have the SUBSCRIBER sign a "SERVICE DISCLOSURE" and maintain a copy in their file and send the original to CRN. Accounts that do not have a signed disclosure may incur an additional cost of two times the monthly rate per month.

5. TERMINATION

It is understood that the DEALER may terminate this agreement at any time by giving 60 days prior written notice to CRN after terminating its SUBSCRIBERS or making arrangements for monitoring existing SUBSCRIBERS with CRN. The agreement may be terminated at CRN's option if the DEALER fails to pay the amount due CRN on or before the fifteenth day of the month in which the service is being performed, or for any reason pursuant to the terms of this agreement, or for any or no reason with 60 days prior written notice.

6. PAYMENTS DUE

Payments for CRN services are due in advance of the billing period in which the service begins. Late fees will be assessed at the rate of 2% of the unpaid balance for unpaid services 30 days after the beginning of such the billing period. In addition, if fees are not paid within 45 days of the beginning of the billing period, CRN may collect its fees directly from the SUBSCRIBER. No cash refunds or credits will be issued. Individual SUBSCRIBER accounts that have been disabled may have the unused portion of service applied to the new SUBSCRIBER account if it has been transferred, or applied to an existing account.

7. TAXES

The DEALER shall be liable for any governmental taxes that may be assessed for the use of such service, whether based upon the rates charged herein or upon some other basis that may be used in calculating a tax liability. Such tax liability shall be in addition to the amount due based upon the rates set forth herein.

8. RESALE SERVICE ONLY

CRN provides this service for RESALE ONLY, and requires a valid resale certificate for any installation in the State of New York.

9. LIABILITY LIMITATION

The DEALER recognizes that there is no guarantee that signals from Equipment installed in a SUBSCRIBER's premises will result in successful downloading to the CENTRAL STATION and that CRN WILL NOT HAVE ANY LIABILITY FOR ANY LOSS WHATSOEVER, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY, FLOOD, ETC. RESULTING FROM A CLAIM THAT THE CRN NETWORK DID NOT PROVIDE WARNING. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE SPECIFIED WITHIN. IN NO CASE SHALL CRN BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR FAULT OF EITHER OR BOTH OF THEM.

In consideration of the DEALER's assumption of risks as provided herein and the limitation of service to be provided by CRN, and the limitation of liability set forth in this agreement, the DEALER further agrees and contracts to limit the total liability of CRN to a maximum of \$100.00 for any one claim and to an aggregate liability of \$200.00 in any one calendar year.

10. INDEMNIFICATION

The DEALER agrees to and shall indemnify CRN, its members, officers, employees, agents, and affiliates and save them harmless, jointly and severally, from and against all liabilities, losses, claims, suits, damages, judgments, decrees, costs, interest and expense including but not limited to reasonable attorney's fees, resulting in whole or in part from any claim, action or threatened action by any SUBSCRIBER, DEALER, or other third party. This provision shall apply to all claims, lawsuits or damages whether or not caused by CRN's negligent performance, whether active or passive and to all claims based upon defects in design, installation, maintenance, monitoring, operation or non-operation of the Equipment or the alarm system, whether those claims be based upon negligence, active or passive, warranty, or strict or product liability on the part of CRN, its officers, employees and agents. The DEALER shall carry SUBSCRIBER and third party liability insurance in the amount of not less than \$1,000,000.00 per occurrence, and pay the premiums for such insurance, that will protect the DEALER, and CRN, from liability claims asserted by the customers and/or other persons in providing legal defense and paying any claims as a result of liability that may be incurred by CRN in providing the service, whether by negligence or otherwise. The DEALER shall include CRN as additionally insured and shall on an annual basis provide CRN a Certificate of Insurance. The insurance must include the obligation to defend any actions brought against CRN regarding the CRN Network services or Equipment. If insurance is not provided, or the value is below \$1,000,000.00 then CRN may stop accepting additional SUBSCRIBERS and terminate existing SUBSCRIBERS. In lieu of insurance, CRN may provide network services to the DEALER at an amount per account to be determined at that time.

11. INDEPENDENT AGENTS

The DEALER and CRN are independent and shall not hold themselves out as the agent of any other party.