

American Digital Monitoring



WHOLESALE MONITORING SERVICES AGREEMENT

How to Complete This Agreement

- (1)** Print this agreement.
- (2)** Complete bottom portion of agreement.
- (3)** Add any promotional code provided to you.
- (4)** Initial bottom right of each page 1, 2 & 3
- (5)** Sign & date bottom of page 3.
- (6)** Fax all pages to: 425-696-0023

-or- Scan & eMail to adm@cencominc.com

QUESTIONS?

Please Contact Mr. Tom Reed
Phone: 1-800-365-2527 Ext #115
Email: Tom.reed@cencominc.com

WHOLESALE MONITORING SERVICES AGREEMENT

Between Cencom.com, Inc., a Washington Corporation doing business as American Digital Monitoring, hereafter called ADM, and Applicant Alarm Dealer hereafter called DEALER. Both parties agree as follows:

1. **Membership.** DEALER acknowledges ADM is a Membership wholesale monitoring service and agrees to a monthly membership fee regardless of how many accounts maybe online, active or not.
2. **Pricing.** DEALER agrees to pay ADM for monitoring services as per ADM's price structure as well as any optional services provided to DEALER or their accounts, with no pro-rating of said fees.
3. **Billing.** ADM and DEALER agree that all services will be billed within the first 5 business days of any month in advance, with full payment due by the 15th of that month.
4. **Instructions.** ADM is contracted only as an agent for the DEALER and will only be responsible to the DEALER to carry out ADM pre-approved written instructions from the DEALER.
5. **Information.** DEALER warrants that all information provided to ADM to monitor accounts is correct and complete and ADM shall have no obligation or liability to update, correct or verify it, even if information submitted is known or suspect to be incorrect.
6. **Recordings.** ADM shall maintain to the best of its ability a recording on any inbound or outbound call through its monitoring centers for up to 90 days. Said recordings shall be available to the Dealer upon written request for liability protection only. Any other request must be approved by ADM as they may be protected under privacy laws.
7. **Signal Response.** DEALER agrees that ADM, unless DEALER ordered optional services, will respond only to valid non-cancelled alarm signals. Any other signals, including trouble signals, supervisory signals, zone restore, power fail signals, low battery signals or any alarm signal with subsequent opening after alarm, cancel or abort signals received will be ignored by ADM and "Auto-Logged" for dealers future review for up to 90 days. However, DEALER may for an additional fee, change the herein agreed ADM response from "Auto-Logged" signals to a DEALER specified response if requested in writing, agreed and signed by both DEALER and ADM. In addition, should it be discovered that the Dealers account was set to have a live operator respond to any signal previously detailed above as "Auto-Logged", said account may at ADMS option be charged additional fees to provide such services.
8. **Signal hold.** DEALER agrees that should ADM be requested to respond to any trouble or supervisory alarm signal, including but not limited to low battery, ac fail, communications fail, circuit fail, dialer troubles or fails, low or high temperature signals, water sensor or water detection signals, that they may at their option place said alarm signal on 'hold' to allow a signal restore or cancel to be received in order to disregard that alarm condition. If said restore or cancel is received, then the alarm will be closed out with no other action. If restore or cancel is not received, then the signal will be processed only if included in the Dealers optional signal responses ordered in advance.
9. **Undefined Signals.** DEALER agrees that should ADM receive any undefined or unknown accounts, signals, codes or zones regardless of cause, they will be considered a NON-VALID ALARM CONDITION and be ignored by ADM and "Auto-Logged" for dealers future review.
10. **Optional Services.** ADM is obligated to only extend alarm monitoring, defined signal decoding, authority dispatching and subscriber notification as directed by the DEALER provided call list, whereas all other services, including but not limited to options, reports, call recordings, signal logs, end user or DEALER system access are considered optional and may be suspended or discontinued at any time.
11. **Basic Monitoring.** DEALER and ADM agree that basic monitoring service for any promotional offers shall not include ADM communications costs which shall be deemed to be \$0.50 per account on provided toll free lines with a maximum of 15 signals per account per month and \$.25 per account on a D.I.D. lines with a maximum of 15 signals per account per month.
12. **Account Updating.** DEALER agrees to be the sole responsible party for locating and updating unknown account, code, zone or file information, and if for any reason ADM does provide any account, code, zone or file information on DEALERS behalf, it will not obligate ADM to continue to provide this service or to be responsible for the content or verification of said information what so ever.
13. **Dealer Access.** DEALER agrees to makes direct account set-up, deletions or data changes on-line, without ADM review or verification, by using ADM approved Dealer access software. If DEALER elects to have ADM provide any account set-up, deletions or data changes on their behalf, a fee for each data change made by ADM on Dealers behalf may be charged.
14. **Auto Payments.** DEALER agrees that all payments shall be made by pre-approved automatic credit card or bank draft payments or additional fees may apply as well as a security deposit may be charged and then held on DEALERS account equal to one and a half (1-1/2) times the average monthly charge on DEALERS account.
15. **Invoice Review.** DEALER agrees to review each monthly invoice for service and to immediately report in writing to ADM any errors or discrepancies within 10 days of invoice date. Should any error or discrepancy be reported, Dealer shall still make payment for the undisputed billing amount by the 15th of any given month or this agreement may be determined in default by ADM. Any error or discrepancy shall be reviewed and responded to within 30 days by ADM without any penalty to Dealer. If a decision is rendered by ADM in Dealers favor, said decision shall require issuance of a credit or refund to Dealer within 10 days. Should the decision be rendered by ADM in ADM's favor, said decision shall require issuance of payment to ADM from Dealer within 10 days.
16. **Certificate of Insurance.** ADM will provide DEALER with current certificates of insurance upon written request and DEALER will provide ADM with any certificates of insurance upon written request as well.
17. **Not an Insurer.** ADM is not an insurer and that the rates and charges herein are based solely on the monitoring services rendered.
18. **No Subjugation Rights.** DEALER does hereby for itself and all parties claiming under it, release and discharge ADM From all hazards covered by insurance, it being expressly understood and agreed that no insurance company or insurer shall have any rights of subjugation against ADM If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of ADM, by virtue of this agreement, such liability shall be limited to a liquidated damage sum equal to the DEALER'S fees charged by ADM for the entire month that the liability in question occurred in or \$250.00, whichever is greater.
19. **Hold Harmless.** DEALER shall indemnify and save ADM harmless from any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from loss to person or property resulting from or based upon any monitoring services provided, or failure to be provided by ADM under the terms of this contract, and shall at its own cost and expense, defend any and all suits which may be brought against ADM, either alone or in conjunction with others, upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against ADM in any such action or actions, provided, however, that ADM Shall give the DEALER written notice of any such claim. However, notwithstanding the above provisions, if at any time there shall be the determination any liability on the part of ADM, by virtue of this agreement, such liability shall be limited to a liquidated damage sum equal to the DEALER'S fees charged by ADM for the entire month that the liability in question occurred in or \$250.00, whichever is greater.

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20. **Continental U.S.** DEALER agrees to any accounts located outside the continental United States having additional fees on a per account basis.
21. **Force Majeure.** ADM is not responsible for service interruptions due to strikes, walkouts, power failures, insurrection, phone or communication failures, third party services, acts of God, or any other causes beyond its direct and immediate control, including any governmental restrictions, requirements or actions.
22. **Governmental Action.** DEALER agrees to have all services suspended or canceled at the option of ADM is unable or unwilling to render service as a result of any governmental action or requirements.
23. **Attorney Fees.** DEALER agrees that should their account be placed in the hands of an attorney or collection agent or should suit be brought to enforce this agreement with or without the assistance of an attorney or collection agent, DEALER shall pay all fees, costs, realized or not, required for ADM to bring such collection or legal actions.
24. **Exclusive Venue.** DEALER agrees that the exclusive venue for resolution of any disputes or claims arising out or relating to in any way, to the agreement shall be the county, state or federal courts of King County, Washington and the Dealer unconditionally consents to the laws of the State of Washington and that they alone exclusively control the terms of this agreement or any other agreement, written or oral, signed or not, between the Dealer and ADM or any third party as a result of any disputes or claims brought in through the relationship or association between Dealer and ADM.
25. **Subscriber Notification.** DEALER agrees that should they not provide payments as agreed within the terms of this agreement, ADM shall have the right but not the obligation to notify DEALERS subscribers of said service termination and may offer them direct monitoring services.
26. **Waive Jury.** DEALER agrees to allow ADM the exclusive right to waive a trial by Jury should suit actually be instituted by either party.
27. **Assignment.** ADM shall have the right to assign this agreement to any other person, firm, or corporation without notice and shall have further rights to subcontract monitoring or other services it may perform and DEALER acknowledges that such transfer shall bind the DEALER with the same force and effect that they bind the DEALER to ADM.
28. **Data Deletion Fees.** DEALER agrees that prior to termination of services, DEALER shall delete all accounts from their DEALER group using approved dealer access software or ADM shall do so at an additional charge per account.
29. **Standard Agreement Term.** DEALER and ADM agree that the STANDARD term when no promotional offers are accepted by the Dealer for herein provided services is on a month by month basis which can be cancelled at any time using the ADM on line cancellation form, or with a certified, return receipt letter sent to the ADM corporate office a minimum of 60 days prior to the intended termination date of the agreement.
30. **Promotional Agreement Term.** DEALER and ADM agree that should Dealer receive any promotional offers or **rate reductions** including but not limited to any free, discounted or credited monitoring or services, that this agreement shall convert from a month to month agreement as stated in provision number 28, to a TWENTY FOUR (24) month minimum term agreement in which the 1st month of this 24 month term shall start on the last day that any promotional offers expired or were completed for the Dealer. If promotional offer was a single event or a permanent event such as a credit or a rate reduction, then the 24 month term would start on the day after the credit or rate reduction was started. DEALER agrees to then maintain their account in good standing with no fewer paid active accounts than the highest number of accounts in total for that DEALER from the first day of this signed contract through the end of the required 24 month period or DEALER agrees to a liquidated damage fee equal the remainder of the twenty four months for each of those accounts or \$250.00 per account, whichever is greater, as well as any promotional values, credits, discounts or free services received by the DEALER shall be reversed and become immediately due and payable.
31. **Replacement Agreement.** DEALER agrees that upon signing or resigning of a hard copy of this or any replacement agreement, any and all provisions of this agreement shall renew itself from that day forward, including any new or revised agreement terms, conditions, restrictions, obligations or commitment, but at ADM'S sole discretion, will not exclude any previously entered into agreement terms, conditions, restrictions, obligations or commitments, regardless if they were omitted from the newer signed agreement.
32. **Invalid Provisions.** ADM and DEALER agree that in the event that any of these terms or provisions of this agreement shall be declared invalid or inoperative by a court of law, that all of the remaining terms and provisions shall remain in full force and effect.
33. **Other Offers.** DEALER agrees that no other offers, specials or programs can be incorporated or used with this agreement unless specifically agreed to in writing and signed by both DEALER and ADM.
34. **Multiple Dealer Accounts.** DEALER agrees that should they open any separate DEALER programs, DEALER will notify ADM in writing prior to application and they shall bear the same rate or higher as any existing Dealer program, or ADM has the right to charge the difference retroactively.
35. **Multiple Agreements.** DEALER agrees that should they have any additional agreements with ADM, they shall be bound to this agreement as if they were one agreement, except for the monthly fee structure as they may be independently set by ADM.
36. **Excess Signals.** DEALER agrees that should they elect to use ADM provided toll free incoming telephone receiver lines, any alarm sending non-basic signals, including but not limited to opening, closing, auto test signals, runaways of more than 25 signals within 24 hours, unknown signals, unknown calls or excessive signals of any sort may bear additional fees as determined by ADM.
37. **Incoming Lines.** DEALER agrees that should they elect to have ADM provide a transferable incoming line for DEALER, that until such time that DEALER assumes toll free billing of said toll free line, a surcharge rate per account shall be charged to DEALER and that DEALER appoints ADM irrevocable power of attorney on behalf of said line transfer with rights to ADM to reassume said line at any time during or after the terms of this agreement.
38. **Signal Line Interruption.** DEALER agrees that regardless of who actually provides inbound phone lines or communication technology to receive or retransmit any alarm signals, should said services be interrupted, suspended or cancelled, ADM shall not be responsible for said action and shall not be held liable for any damages or liability that it may therein cause.
39. **Introductory Pricing.** ADM pricing is to be considered introductory pricing and is subject to change at any time with a 60 day advance notice to DEALER.
40. **Commercial UL Fire Monitoring.** DEALER agrees that basic monitoring provide by ADM is non U.L. or NFPA rated. However, optional U.L. Fire monitoring is available at separate rates. Should DEALER place any commercial alarm with fire detection with ADM, said service is required to be set-up as a UL NFPA fire service at an additional cost and if discovered, shall be moved to such optional services by ADM.
41. **Licensing Extension.** DEALER agrees that in the event monitoring of Dealers accounts by ADM require specialized State or Local licensing, (End User Permits Excluded.) Dealer agrees to assist ADM if so requested, in obtaining said licenses or to extend their licensing to with Dealer and they agree to pay for all fees related to said licensing requirements, unless 100 or more accounts are within said area under licensing jurisdiction.

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- 42. **Right of First Refusal.** DEALER agrees that during the term of this agreement and for an additional 365 days beyond its termination date that before Dealer can sell any of their accounts, that ADM shall have the right of first refusal to the purchase of said accounts. Dealer shall be required to offer the accounts to ADM on the same terms and conditions as being offered to said 3rd party and ADM shall have 90 days to accept said offer. If ADM does not accept said offer within this time period, Dealer is free to accept and close on said 3rd party offer. However, if 3rd party offer changes or if transaction does not close within 30 days, Dealers right to sell accounts shall expire and the procedure described in this section shall once again be applicable. For valuation purposes, each account wrongfully sold despite this provision shall be valued at \$1,000.00 revenue loss for ADM.
- 43. **No Oral Agreements.** DEALER agrees that by entering into this agreement that they are bound to its terms and conditions and that no other agreements oral or in writing are in effect other than what is set forth in this agreement itself unless written and signed by both DEALER or his agent, and a Corporate officer of ADM.
- 44. **Agreement Default.** DEALER agrees that should any of the provisions set forth within this agreement be violated, that ADM has the exclusive right to declare this agreement in default and thereby suspend or cancel any and all services to both the Dealer and of its Subscribers.
- 45. **Online Agreement.** DEALER agrees that by clicking on the acknowledgement button of the order form page, they effectively state that they "agree" to this being a binding contract for services, in accordance to the "Electronic Signatures in Global and National Commerce Act", Title 15, Chapter 96 as well as including choice of exclusive venue terms as set forth in UCC section 2-204, adopted under Washington RCW 62A.2-204, stating that 'A contract for sale of goods may be made in any manner sufficient to show agreement, including conduct by both parties which recognizes the existence of such a contract'.
- 46. **Hard Copy Contract Signature.** DEALER will return a signed hard copy of this agreement within 30 days of online application acceptance by ADM or be subject to an additional per account fee for not executing the required signed contract. DEALER also agrees to replace the signed agreement to the most recent or current agreement every 24 months from that point forward. Failure for ADM to charge the herein stated additional per account fees, does not waive ADMS' right to collect this fee in arrears at a future date.

Your Company Legal Name: _____ Your Dealer ID: _____

Address: _____ City/ST/Zip: _____

Company Phone Number (_____) _____ Promotional Code: _____

Owner/ Presidents Name: _____ Best Contact Number (_____) _____

Please PRINT The Name of Owner or Officer Signing Agreement HERE: _____

PLEASE SIGN & DATE HERE → _____ DATE / /

UPON YOUR SIGNATURE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THIS AGREEMENT AND THAT THE AGREEMENT IS BINDING ON BOTH DEALER AS A COMPANY AND YOU THE SIGNER, AS AN INDIVIDUAL REPRESENTING THE COMPANY.

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