

American Digital Monitoring®

Wholesale Monitoring Dealer Agreement

How to Complete This Agreement:

- (1) Print this entire agreement from a desk top computer or smartphone.
- (2) Complete the bottom section, providing the requested information.
- (3) Enter any promotional code you may have received.
- (4) Initial each page on the bottom right where requested.
- (5) Print your full name, then sign and date.
- (6) Fax all pages to **1-425-696-0023** (Preferred Method) or if you cannot Fax, Scan and email to: adm@AmericanDigitalMonitoring.com

Questions?

Please contact:

James at 1-800-365-2527 (Ext. 110)

-or-

Ben at 1-888-647-7512

WHOLESALE MONITORING SERVICES AGREEMENT

Between Cencom.com, Inc., a Washington Corporation doing business as American Digital Monitoring, hereafter called ADM, and Independent 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 may be 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. Information/ Instructions. DEALER warrants that all information provided to ADM to monitor their 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. DEALER also acknowledges that ADM is contracted only as an agent for the DEALER and will only be responsible to the DEALER to provide services within ADM's Standard Operating Procedures unless the Dealer has provided ADM with written changes to those procedures and ADM has counter signed approval of those changes prior to their implementation.

4. Billing. ADM and DEALER agree that all standard services will be billed within the first 5 business days of any month in advance, and any non-standard billable services provided to the Dealer at any time during any month shall auto-paid on the 15th of the month, using the Dealers auto-payment on file.

5. Alarm Signal Response. DEALER agrees that ADM will respond only to valid, non-cancelled alarm signals. All signals, with the exception of "UL Grade A Fire", Duress, Panic, Holdup or Medical, shall have a 60+/- second system processing hold upon receipt to allow for auto-cancellation if a valid cancellation signal is received during the processing hold time or at any time during the signal handling period. Should an account be discovered to have consistent alarms that are canceled outside the 60 =+/- second time shown above, ADM has the right to adjust the system processing hold time, with notification to Dealer, to prevent false alarm processing or dispatches. If a Cancel, Abort, Opening or Closing is received within 5 minutes before an alarm signal is received, the alarm will be considered an Exit Error and will be closed out with no further action.

6. Trouble/Supervisory Signal Response. In the event of a Supervisory or Trouble signal, said Signal shall be placed into a maximum of a 60-minute system processing hold upon receipt to allow for auto-cancellation if a valid cancellation or restore signal is received during the processing hold time or at any time during the signal handling period. Additionally, after the processing hold period, is not canceled, or restored, the signal shall be presented to the automated operator to attempt notification to the listed Subscribers using an IVR phone calls. (Or SMS if the Dealer has added the optional SMS package.) If there is no response from a Subscriber to the IVR or SMS automated notifications system, the alarm signal shall be logged, with the exception of any Supervisory signal from a "UL Grade A Fire" system, which shall be reported to the local Fire Department via Live Operator, if so prescribed by the local jurisdiction. Should an account be discovered to have consistent alarms that are canceled outside the 60-minute time period shown above, ADM has the right to adjust the system processing hold time, with notification to Dealer, in an attempt to prevent false alarm processing or dispatches.

7. Signal Processing Changes. DEALER can choose to enter into a separate agreement / addendum to custom process signals if both parties sign the agreement with a clear and descriptive process that ADM will undertake on behalf of Dealer. Should it be discovered by ADM 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 ADM's option be charged additional fees to provide such services with notification to Dealer at the time of fee adjustment.

8. Excess Signals. ADM's listed monthly base per account rate allows for a maximum of one hundred (100) individual signals on any given Dealer Subscriber account each calendar month, of which the following signals shall not be included towards the 100 signals counted within the calendar month; Restores, Cancels, Aborts or Signals received when the Subscriber account is in Test. Should an account exceed the 100 maximum signal count, a fee per additional signal shall be charged, unless the Dealer upgrades to a higher signal count package for his accounts. Regardless of any plan selected by the Dealer, should a Dealer account go into runaway condition, (100 signals within 24 hours) the Dealer shall be charged for excess signals, even if the account is in Test.

9. Live Operator Responses. ADM shall provide up to a maximum of five (5) Live Operator responses to any of Dealers Individual Subscriber alarm during each calendar month. Multiple signals processed at the same time shall be considered as one (1) if it does not require the Live Operator to start the alarm handling process over again. A \$2.00 per additional Live Operator alarm handling fee shall apply for each response of six (6) or more Live Operator responses during a calendar month. Partitioned accounts shall be counted as separate alarm systems only if billed separately. Any fees for excess responses may take up to 90 days to be charged.

10. Subscriber Contacts. ADM allows up to a maximum of three (3) contact phone numbers listed before authorities are contacted and a maximum of three (3) contacts to be called after a 10-minute hold after the authorities have been contacted, or a maximum of six (6) contacts if no authorities are listed to be contacted. Should ADM receive a higher priority alarm condition during the processing of an alarm conditions, ADM has the right to put the lower priority alarm on hold to attend to the higher priority alarm condition first. ADM shall charge a monthly fee for each additional contact listed outside these parameters, unless the Dealer allows ADM to use its automated operator to attempt notification to the listed contacts using IVR phone calls. (Or SMS if the Dealer has added the optional SMS package.)

11. Optional Services. ADM is obligated to only extend alarm monitoring, defined signal decoding, authority dispatching and subscriber notification as detailed in this agreement and 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.

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 charge Dealer a fee and it will not obligate ADM to continue to provide this service or to be responsible for the content or verification of said information whatsoever. Any On-The-Fly authority contact information requiring a Live Operator to locate shall require a fee to be charged to the Dealer.

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. Invoice Review. DEALER agrees to review each monthly invoice for services and to notify in writing to ADM any errors or discrepancies within 5 days of invoice date. Should any error or discrepancy be reported, Dealer shall still be obligated to make payment for the undisputed billing amount by the 15th of the month or this agreement may be determined in default by ADM. Any error or discrepancy shall be reviewed and responded to within 10 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 5 business days. Should the decision be rendered by ADM in ADM's favor, said decision shall require issuance of payment to ADM from Dealer within 5 business days.

15. Auto-Payment Required. Dealer agrees to have an auto-payment source on file to have their ongoing balance paid by when it is due. Should the Dealers auto-payment source fail to cover the full amount due, a declined auto-payment fee of \$25.00 shall apply, as well as a 5% late fee, minimum \$10.00 for each invoice remaining unpaid. If after 3 business days the account is not fully paid, ADM has the right to suspend all services to the Dealer and its Subscribers without notification. Additionally, ADM then has the right to increase the monthly rate for all services moving forward. In the event the Dealer chooses to make payments either online or by mail, on the monthly due date or prior, they are still required to have a valid payment source on file, as evidenced by a random sample charging by ADM, or a security deposit equal to 125% of the last three (3) months average billing is required to be held by ADM. Said deposit shall be returned to Dealer within 60 days of their termination of all services.

16. Auto-Payment Sources. ADM accepts auto-payments by ACH, Debit or Credit Card, with a 4% added convenience fee charged for either debit or credit card. DEALER agrees to allow ADM to share its payment information with VirtuAlarm® should they use their services.

17. Certificate of Insurance. ADM will provide DEALER with current certificates of insurance upon written request and DEALER will also provide ADM with any certificates of insurance upon written request.

18. Not an Insurer. ADM is not an insurer and that the rates and charges herein are based solely on the monitoring services rendered.

19. No Subrogation 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.

20. 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.

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 because 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 and 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. Additionally, it is agreed that that only ADM has the right to waiving of any trial by Jury should suit be instituted.

25. Subscriber Notification. DEALER agrees that should they not provide payments as agreed within the times and 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 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. Agreement Term. DEALER and ADM agree that the standard term for herein provided services is on a month-to-month basis which can be cancelled at any time using the ADM on line cancellation form at <http://adm.cancelmyalarm.com> with no other forms of cancellation shall be accepted, including cancellation by phone, email or fax. DEALER also agrees that should they accept any promotional offers or rate reduction offers including but not limited to any free, discounted or credited services, monitoring, free data loading, or any free or discounted or credited benefits including but not limited to answering services, call routing, internet listing, or other technical service offers, that this agreement shall upon the date any of these offers be accepted shall convert from a month to month agreement to a 24 month minimum term agreement and that DEALER will maintain their account in good standing from that point on, with no fewer paid active accounts than the highest number of accounts in total for that DEALER during the 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, 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, discounts or promotional offers at any time during their month to month term, they agree that the term shall then be extended to a 24 month term from the last time they received any discounts or promotional offer.

30. Replacement Agreement. DEALER agrees that upon acceptance online or by 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. Dealer also agrees that any updates to this agreement shall become in full effect 30 days after it is posted online.

30. Invalid Provisions. ADM and DEALER agree that if any of these terms or provisions of this agreement shall be declared invalid or inoperative by a court of law, that all the remaining terms and provisions shall remain in full force and effect.

31. 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.

32. Multiple Dealer Accounts. DEALER agrees that should they open any separate or redundant accounts with Cencom.com, Inc. Including but not limited to its divisions known as American Digital Monitoring® and VirtuAlarm®, that regardless of any quoted pricing, those accounts shall bear the same rate or higher as any existing account the Dealer has with Cencom.com, Inc. program Dealer program, or ADM has the right to charge the difference retroactively.

33. Incoming Lines. DEALER agrees that should they elect to have ADM provide an incoming toll free or local phone line for DEALER, that ADM shall retain the rights to said phone lines unless Dealer purchases the rights to them from ADM.

34. Signal Line Interruption. DEALER agrees that regardless of who provides inbound phone lines or communication technology to receive or transmit 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.

35. Introductory Pricing. ADM pricing is to be considered introductory pricing and is subject to change at any time with a 30-day notice to DEALER.

36. Commercial UL Fire Monitoring. DEALER agrees that basic alarm response provided by ADM is non U.L. or NFPA rated and that "U.L. Grade A Fire" monitoring service is available at separate rates. Should DEALER place any commercial alarm with fire detection with ADM, they shall notify ADM as said service is required to be set-up as a "UL Grade A Fire" account with an additional monthly cost to Dealer. If ADM is not notified of a "UL Grade A Fire" account being added, upon discovery by ADM at a later date, the account shall be moved to a "UL Grade A Fire" status at an additional charge, plus be charged a fine and ADM has the right to back charge for the "UL Grade A Fire" fees back to the account start date.

37. Multi-Area/Zone Monitoring. ADM includes areas 0 & 00 in their basic alarm monitoring services for burglar and fire alarm systems with a maximum of 24 zones. "UL GRADE A" Fire systems, a maximum of 4 areas and 25 zones are included. Elevator monitoring includes one car per account. All services for any account must be at the same address to be considered the same alarm system or additional fees shall apply for different addresses, additional areas, additional zones, or multiple elevators.

38. Licensing Extension. DEALER agrees that in the event of local State, County or City Licensing, (End User Permits Excluded.) Dealer agrees to assist ADM if so requested, in obtaining said licenses, including becoming a qualified local manager or responsible party if required, or to extend their existing or future licensing to ADM. Dealer shall reimburse 50% of any fees paid out by ADM if more than \$50.00 per year for said licensing, unless 100 or more active Dealer accounts are within the required licensing jurisdiction.

39. 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.

40. Continental U.S. DEALER agrees to any accounts located outside the United States having additional fees on a per account basis.

41. 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.

42. 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 all services to both the Dealer and of its Subscribers.

43. Notification Authorization: DEALER agrees that by clicking on the acknowledgement button of the order form page, they agree to allowing ADM to contact them using their phone information, email information and fax information provided to ADM. ADM may use any form to communicate, including manual communications or by automated communications including auto text, SMS, and emails.

44. 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. In Addition to accepting this agreement online as per paragraph #44, DEALER also agrees to return a signed hard copy of this agreement within 30 days of their online application acceptance by ADM or they are aware that they are subject to an additional per account fee for not executing the required signed contract. DEALER also agrees that this online agree DEALER also agrees to replace the signed agreement to the most recent or current agreement every 12 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.

47. Agreement Revision: Revision Date 01/01/2022

Company Legal Name: _____ Your Dealer ID: _____

Address: _____ City/ST/Zip/Provence: _____

Owner / Presidents Name: _____ Their Phone # (_____) _____

Company Phone # (_____) _____ Emergency Phone # (_____) _____

Company Email: _____@_____ Owners Email: _____@_____

Promotional Code: _____

_____/_____/_____

Signature of Owner or President

Date

Print the Name of Person Signing

UPON YOUR SIGNATURE, YOU ARE AGREEING THAT YOU HAV FULLY READ AND UNDERSTAND THIS WHOLESALE MONITORING AGREEMENT AND THAT IT IS BINDING, AS WRITTEN TO YOU AND THE COMPANY YOU REPRESENT.