

GE Security Cellemetry Service Dealer Agreement

This agreement ("Agreement") is entered into effective as of the _____ day of _____, 200__ ("Effective Date"), between GE Security, Inc., a Delaware corporation ("Company"), and _____, a _____ ("Dealer").

Recitals

A. Company provides equipment and wireless services ("Service") to communicate an alarm from the control panel of an alarm system installed at a user premises ("Subscriber") to Dealer's central alarm monitoring facility, in the event that communication of such alarm by land-line telephone fails. Portions of the Service may be provided to Company by third parties ("Third Party Providers").

B. Dealer desires to market and resell the Company's Service to Subscribers pursuant to written agreements ("Subscriber Agreements"), and Company is willing to grant the Dealer the right to market and resell the Service under Subscriber Agreements pursuant to the terms and conditions of this Agreement.

Agreement

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Appointment of Dealer.

1.1 Non-Exclusive Appointment. Company hereby appoints Dealer to market and resell the Service to Subscribers, subject to the terms and conditions of this Agreement. Dealer agrees and acknowledges that Company retains the right to market and sell the Service, or portions thereof, within the Dealer's market area through other dealers, whether presently or subsequently appointed by Company.

1.2 Dealer Acceptance. Dealer hereby accepts its appointment under the terms and conditions set forth in this Agreement, and agrees to use its best efforts to promote vigorously the sale of the Service and to respond promptly to all inquiries and requests received by Dealer regarding the Service.

1.3 Independent Contractor. Dealer agrees and acknowledges that it is an independent contractor, and that it shall not represent itself as an agent or employee of Company. All costs, charges, and expenses incurred by Dealer in connection with marketing and reselling the Service, including without limitation personnel compensation, expenses, insurance, and taxes, shall be the sole expense of Dealer. Neither party has any obligation under this Agreement in connection with any service or equipment, except the Service.

2. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years. This Agreement shall automatically renew for consecutive one (1) year terms, unless otherwise terminated as provided in Section 12.

3. Service Fee and Other Terms and Conditions.

3.1 Service Fee. Dealer shall pay Company a fee for the provision of the Service to each Subscriber ("Service Fee"). The amount of the Service Fee shall be as specified in Company's price list in effect at the time the Service is rendered. Dealer acknowledges receipt of Company's current price list attached as Exhibit A hereto, and agrees that such price list and any amendments thereto shall be incorporated by reference as part of this Agreement.

3.2 Changes to Service Fee and Other Terms and Conditions. Except as provided in Section 3.2, Company reserves the right to amend the amount of the Service Fee and any or all other terms and conditions of the Service, upon thirty (30) days' prior written notice to Dealer. Dealer agrees that its Subscriber Agreements shall provide that the Service, and each Subscriber's price for the Service, may be modified upon fifteen (15) days' prior written notice from Dealer. Upon receipt by Dealer of written notice from Company of any amendment to the Service Fee or any other terms or conditions of the Service, which will cause Dealer to amend its price or other terms or conditions to any Subscriber for the Service, Dealer will give the required prior written notice of such amendment to each affected Subscriber.

3.2 Price Stability. Notwithstanding Section 3.2, Company agrees to maintain the monthly wireless alarm transport fee charged by the Company to Dealer in connection with a particular Subscriber, for a period of three (3) years from the first day of the month following the initial installation of the Service at the Subscriber's location. Thereafter, Company may at its option raise such monthly wireless alarm transport fee.

4. Taxes. Dealer agrees and acknowledges that Dealer is solely responsible for collection and payment of all sales, use, and other taxes and government fees associated with the sale or use of the Service.

5. Marketing Support. Company will provide marketing materials at the cost indicated on Company's then current price list.

6. Dealer Responsibilities

6.1 Dealer agrees to perform, and represents that it has experience, personnel, and facilities to perform, the responsibilities set forth below. Company is relying on Dealer to so perform. Company does not perform, and is not expected to perform, such responsibilities. Dealer agrees to indemnify and hold harmless Company and its parent company and affiliates and their agents and employees, from any claims or damages in connection with Dealer's performance or non-performance of such responsibilities:

6.1.1 Installation of the Service equipment, including locating, mounting, wiring, activation, and testing;

6.1.2 Post-installation support to the Subscriber; and

6.1.3 Prompt written notification to Company of termination of the Service to any Subscriber.

6.2 Dealer and its employees, agents, and representatives shall not make any claims about the Service that are inconsistent with the then current marketing materials provided to Dealer by Company.

6.3 No later than the due date stated in Company's invoice to Dealer for the Service, Dealer shall remit to Company all Service Fees which are due and payable.

6.4 Dealer will furnish a toll-free telephone number to Company to communicate with Dealer's central alarm monitoring facility, or pay the associated fees listed in Company's then current price list.

6.5 Dealer agrees and acknowledges that it is required to obtain, prior to installation of the Service at a Subscriber's location, a signed Subscriber Agreement from the Subscriber that conforms to the applicable requirements of this Agreement. Dealer shall hold all Subscriber Agreements in good condition for the duration of each Subscriber's use of the Service, and for a period of three (3) years after the termination of the Service to the Subscriber. Upon reasonable notice, Company shall be entitled to review any or all Subscriber Agreements upon reasonable notice, at any reasonable time that Company so requests.

6.6 Dealer agrees and acknowledges that any claims of non-performance of the Service must be in writing from Dealer to Company.

6.7 Dealer shall obtain and maintain at its expense during the term of this Agreement, at least \$1,000,000 (per occurrence and in the aggregate) in comprehensive general liability insurance (including products and operations and contractual liability coverage) that will protect Dealer and Company from claims for property damage and bodily injury (including death) which may arise in connection with Dealer's activities related to the Service and this Agreement. Such insurance shall name Company as an additional insured, and provide that it may not be cancelled without thirty (30) days' prior written notice to Company. Certificates of insurance evidencing such insurance shall be furnished to Company at its request.

6.8 Dealer agrees to indemnify and hold Company harmless for all claims and damages asserted against or incurred by Company resulting from Dealer's failure to perform its obligations under this Agreement, including this Section 6.

7. Proprietary Rights. Dealer agrees and acknowledges that all patent and invention rights, copyrights, trade secrets, trademark rights, related goodwill, licenses to use confidential and/or proprietary information and/or technology in connection with the Service, and any other confidential and proprietary information of Company ("Proprietary Rights") are the exclusive property of Company (or if applicable, its Third Party Providers), and that Dealer has no interest in the Proprietary Rights except those contractual rights expressly granted under this Agreement.

8. Limited Warranty

8.1 Service Equipment. Equipment provided with the Service is warranted against defects in materials and workmanship for a period of three (3) years following the date of purchase by Subscriber. Any equipment determined by Company during this time period to be defective in materials or workmanship under normal use shall be repaired or replaced by Company at its option, which may include the use of reconditioned parts. Company shall have no obligation if the equipment has been altered or improperly installed, serviced, or repaired by any party other than Company. EXCEPT AS SET FORTH HEREIN, COMPANY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, OF THE EQUIPMENT PROVIDED WITH THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Dealer will include the terms of this Section in all Subscriber Agreements.

8.2 No Other Warranty of Service. EXCEPT AS STATED ABOVE IN CONNECTION WITH EQUIPMENT PROVIDED WITH THE SERVICE, COMPANY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, OF THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Dealer will include the terms of this Section in all Subscriber Agreements.

8.3 No Warranty to Dealer. DEALER HEREBY ACKNOWLEDGES THAT COMPANY DISCLAIMS ANY WARRANTY TO DEALER, WHETHER EXPRESS OR IMPLIED, OF THE SERVICE INCLUDING EQUIPMENT PROVIDED WITH THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. EXCEPT AS LIMITED BY LAW, THE LIABILITY OF COMPANY AND ITS THIRD PARTY PROVIDERS FOR ANY LOSS OR DAMAGE IN CONNECTION WITH SERVICE, ARISING FOR ANY REASON, SHALL NOT EXCEED THE GREATER OF THE AMOUNT PAID BY SUBSCRIBER FOR THE SERVICE OR \$250.00. COMPANY AND ITS THIRD PARTY PROVIDERS SHALL HAVE NO LIABILITY FOR ANY MISTAKE, OMISSION, INTERRUPTION, OR DEFECT THAT DOES NOT LAST FOR AT LEAST 24 HOURS, OR THAT IS CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF DEALER, SUBSCRIBER, OR PARTIES OTHER THAN COMPANY OR ITS THIRD PARTY PROVIDERS, OR BY ACTS OF GOD, FIRE, WAR, RIOTS, TERRORISM, GOVERNMENT AUTHORITIES, SUPPLIER DEFAULT, OR OTHER CAUSES BEYOND THE CONTROL OF COMPANY OR ITS THIRD PARTY PROVIDERS, INCLUDING WITHOUT LIMITATION THE FAILURE OF OR DEFECT IN OTHER EQUIPMENT PROVIDED BY DEALER OR ANY PARTY OTHER THAN COMPANY OR ITS THIRD PARTY PROVIDERS. Dealer will include the terms of this Section in all Subscriber Agreements.

10. Consequential Damages Waiver. COMPANY AND ITS THIRD PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, PRODUCT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE COMPANY OR ITS THIRD PARTY PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Dealer will include the terms of this Section in all Subscriber Agreements.

11. Indemnification

11.1 Dealer shall defend at its expense any suit or proceeding against Company or any Third Party Provider alleging infringement of any patent or copyright by any services, systems, products, equipment or parts deployed by or on behalf of Dealer in combination and/or in connection with the Service, where the Service would not be infringing without such combination and/or connection. Dealer shall pay all damages and costs finally awarded against Company or any Third Party Provider in connection with such alleged infringement.

11.2 Dealer shall defend, indemnify and hold harmless Company and its Third Party Providers from and against any and all damages, liabilities, claims, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with the negligence or willful misconduct of Dealer, and from any claim by any Subscriber relating to any aspect of the Service, including Dealer's nonpayment of Service Fees and any action taken by Company due to Dealer's nonpayment. If Dealer shall fail to accept such defense within thirty (30) days after notice, the party seeking indemnification shall have the right, but not the obligation, to undertake the defense of, or to compromise and settle, any claims on behalf of and at the risk of Dealer. The party seeking indemnity under this Section shall make available to Dealer all information and assistance that may be reasonably requested by Dealer.

12. Termination.

12.1 Termination. This Agreement will terminate (A) with thirty (30) days written notice from either party prior to the end of the then current term of this Agreement, including any renewal under Section 2 above; or (B) immediately upon the occurrence of any of the following: (i) Dealer is liquidated or dissolved; (ii) Dealer becomes insolvent or unable to pay its debts in the ordinary course of business, or makes an agreement for the benefit of its creditors; (iii) any voluntary or involuntary proceedings are commenced by or against Dealer under any bankruptcy, insolvency, debtor's relief or similar law, and such proceedings are not vacated or set aside within thirty (30) days from the date of commencement thereof; or (iv) a receiver is appointed for Dealer or its property; or (C) immediately upon the expiration or termination of any underlying agreement between Company and any of its Third Party Providers, unless Company has entered into an agreement with another Third Party Provider to obtain without interruption equivalent services to the services provided in the terminated agreement; or (D) on the thirtieth (30) day after either party gives the other notice of a material breach by the other of any term or condition of this Agreement or of any other agreement between Company and Dealer relating to the Service, unless the breach is cured before that day. The party terminating this Agreement shall give the other party written notice of such termination and the effective date of such termination.

12.2 Effect of Termination on Company and Dealer. Upon termination of this Agreement, each party shall be liable to the other for any obligations accrued under this Agreement which are not yet paid or performed. Neither party shall be liable for damages of any kind as a result of terminating this Agreement according to its terms. Such termination will not affect any right or remedy otherwise available to either party against the other

12.3 Effect of Termination on Subscriber. Upon termination of this Agreement, the Service provided to Dealer for Dealer's Subscribers shall also terminate. Dealer shall provide, in the Subscriber Agreement with each Subscriber, notification that the Service to such Subscriber will terminate upon the termination of this Agreement, without liability or further obligation of Company to such Subscriber. Upon Dealer's learning of such termination (including but not limited to Dealer's giving or receiving written notice of such termination under this Agreement), Dealer shall immediately notify in writing each Subscriber that the Service has or will be terminated on the termination date stated in the written notice provided in accordance with Section 12.1.

13. Severability. In the event one or more provisions of this Agreement shall become or be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected.

14. Governing Law; Jurisdiction; Venue. This Agreement shall be construed by and enforced in accordance with the laws of the state of Oregon, exclusive of choice of law or conflicts of law rules or principles. If a dispute arises in connection with this Agreement, the parties shall first seek to resolve such dispute through good faith discussions. If the dispute continues, any legal action related to or in connection with this Agreement and/or the Service shall be brought exclusively in the State or Federal courts located in Multnomah County, Oregon. Each party to this Agreement unconditionally and irrevocably assents and submits to the jurisdiction and venue of each such court, and unconditionally and irrevocably waives any objection to jurisdiction or venue of any such court.

15. Entire Agreement. Dealer and Company agree and acknowledge that this Agreement contains the entire agreement between Dealer and the Company with respect to the subject matter hereof, and that this Agreement supersedes and replaces any previous agreements, representations, inducements, or promises, verbal or in writing, which are not set forth herein

In witness whereof, the undersigned authorized representatives of the parties have executed and delivered this Agreement effective as of the Effective Date set forth above.

Dealer: _____
(Please Print Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Please Print Name of Authorized Representative)

Title: _____
(Please Print Title of Authorized Representative)

GE Security, Inc.

By: _____

Name: _____

Title: _____