

CONNECT 24 MASTER RESELLER AGREEMENT (United States)

This Master Reseller Agreement (this “**Agreement**”) between Connect 24 Wireless Communications, Inc. (“**Connect 24**”) and Reseller specified below (“**Reseller**”) is effective on the date which Connect 24 signs the Agreement (the “**Effective Date**”). Connect 24 and Reseller are sometimes referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

Connect 24 provides certain communications and other Services (defined below) and desires to engage Reseller to resell such Services to Dealers and End Users in the Territory (defined below), on the terms and conditions described in this Agreement. Reseller desires to market and distribute such Services throughout the Territory.

AGREEMENT INFORMATION:

1. Name of Reseller: The School Board of Sarasota County

2. Address for Notice:

a. If to Reseller: 1960 Landings Blvd., Sarasota, FL, 34231

b. If to Connect 24: Connect 24 Wireless Communications, Inc., C/O Tyco Safety Products Canada Ltd., 95 Bridgeland Ave., North York, Ontario, M6A 1Y7, Canada, Attention Administrative Services.

3. The following Service Schedules (each, and any subsequent schedule providing for Services hereunder executed by the parties, a “**Service Schedule**”) are incorporated into this Agreement if checked:

Service Schedule 1 – Cellular Transmission Services

Service Schedule 2 – SMS Command and Control Services

Service Schedule 3 – C24 Interactive Services

Service Schedule 4 – Two-Way Voice Services

The Parties have executed this Agreement by their duly authorized representatives.

CONNECT 24 WIRELESS COMMUNICATIONS, INC.

THE SCHOOL BOARD OF SARASOTA COUNTY

Signature

Signature

Name

Name

Title

Title

Date

Date

The Parties agree as follows:

1. DEFINITIONS

- 1.1 **“Activation”** shall mean the initiation of a Service with the Carrier.
- 1.2 **“Affiliate”** shall mean any person, partnership, corporation, or other business association (hereinafter "person") that directly or indirectly controls, is controlled by, or is under common control with another person, where control means ownership of a majority of the voting power of all classes of voting stock, or ownership of a majority of the beneficial interests in income or capital of an entity other than a corporation.
- 1.3 **“Carrier”** shall mean the underlying wireless carrier or third party provider of an applicable Service.
- 1.4 **“Dealer”** shall mean any customer of Reseller who has executed an agreement with Reseller consistent with the terms of this Agreement and is in the business of purchasing the Service(s) for resale to End Users.
- 1.5 **“End User”** shall mean any person or entity that purchases the Service(s), directly or indirectly, from or through Reseller or a Dealer for its internal use on terms consistent with this Agreement.
- 1.6 **“End User Disclosure”** shall mean the Subscriber Disclosure and Limitation of Liability attached to this Agreement as Exhibit A, as well as any other End User disclosures required under a Service Schedule.
- 1.7 **“Equipment”** shall mean any equipment that has been identified by Connect 24 as compatible with and required to utilize the applicable Service, including transceivers utilizing cellular technology that emit alarm signals in the form of assigned electronic serial numbers.
- 1.8 **“Events of Default”** shall mean the occurrence of one or more of the following: (i) the breach of a Party’s obligations under this Agreement or any Service Schedule; (ii) Reseller becoming insolvent, making an assignment for the benefit of creditors, institution of any bankruptcy, liquidation or similar proceedings by or against Reseller, or appointment of a receiver, trustee or liquidator for Reseller’s business; (iii) the furnishing, within a 12-month period, by Reseller to Connect 24 of two or more checks that are not paid when presented due to insufficient funds; (iv) fraudulent uses of the Service(s) as set forth in Section 4.1.1 of this Agreement; or (v) Reseller’s failure to terminate abusive or fraudulent uses of the Service(s) as set forth in Section 4.2 upon written notice to Reseller of such fraudulent or abusive uses or, where Reseller has actual or constructive knowledge of such fraudulent or abusive uses and fails to promptly inform Connect 24.
- 1.9 **“Normal Business Hours”** shall mean 9:00 a.m. to 5:00 p.m. New York time, Monday through Friday, excluding Connect 24 observed holidays, at the office responsible for handling the pertinent interaction between Connect 24 and Reseller.
- 1.10 **“Personal Information”** means any information concerning an identifiable individual, including an End User. Personal Information shall include information obtained from an End User through the use of Services, including video.
- 1.11 **“Service”** shall mean any of the Cellular Transmission, GSM, SMS Command and Control, C24 Interactive and Two Way Voice services, or any other services, provided by Connect 24 to Reseller as set forth in any Service Schedule executed by the Parties.
- 1.12 **“Territory”** shall mean the entire continental United States, except those areas where in which the applicable Service is not yet available pursuant to Connect 24’s agreement with the applicable Carrier.

2. AUTHORIZATION

- 2.1 **Authorization as Reseller.** Connect 24 authorizes Reseller to offer and resell the Service(s) to Dealers and End Users in the Territory, on a non-exclusive basis.

- 2.2 **No Exclusivity.** Connect 24 does not grant Reseller any exclusive territory regarding the sale and distribution of the Service(s). Connect 24 and its Affiliates reserve the right to sell Services to other resellers, dealers or End Users within or outside the Territory without liability to Reseller, and Connect 24 and its Affiliates may solicit and sell the Services through its own representatives as it deems appropriate.

- 2.3 **Nature of Relationship.** Reseller is an independent contractor under this Agreement and has no right to assume or create any obligation of any kind, either express or implied, on Connect 24’s behalf, except as expressly provided in this Agreement. Nothing in this Agreement will be deemed to establish or otherwise create a relationship of principal and agent, employer and employee, or otherwise between Connect 24 and Reseller. All sales of Service(s) by Reseller shall be in its own name and for its own account.

- 2.4 **Relationship with Carrier.** Connect 24’s provision of the Service is further subject to Connect 24’s agreement with the applicable Carrier, and Reseller acknowledges and agrees to accept the provision of the Service subject to requirements imposed by the Carrier from time to time. RESELLER ACKNOWLEDGES AND AGREES THAT IT HAS NO RELATIONSHIP WITH, OBLIGATION OWED BY OR PRIVACY OF CONTRACT WITH ANY CARRIER AND THAT RESELLER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CONNECT 24 AND ANY CARRIER.

3. SERVICES

- 3.1 **Provision of Service(s).** Connect 24 agrees to provide, on a non-exclusive basis, the Service(s) in the Territory, which Service(s) Reseller may market and resell to Dealers and End Users that have the required Equipment installed on their premises, subject to the terms and conditions of this Agreement, the applicable Service Schedule(s), and any and all applicable federal, state and local law and regulation. Connect 24’s obligations to provide Service(s) is conditioned upon Connect 24’s ability to obtain, retain, and maintain, without unreasonable expense, suitable facilities, equipment, licenses, and rights to provide the Service(s) from Carrier.
- 3.2 **Equipment.** Connect 24 shall not be responsible to Reseller or any Dealer or End User for the installation, operation, quality of transmission, testing or maintenance of any Equipment used to receive Service(s). Connect 24 shall have no obligation to sell or otherwise provide Equipment to Reseller or to any Dealer or End User.
- 3.3 **Notice of Material Change in Service(s).** Connect 24 may at any time discontinue or modify any Service or policy, without notice or obligation to Reseller.; provided, however, that Connect 24 shall provide reasonable notice to Reseller of any material changes in the Service(s) of either a permanent or temporary nature, which may or may not be prior to implementation of such change depending on the circumstances. Any such notices shall be provided in accordance with Section 13.1.
- 3.4 **Commencement of Services.** Reseller agrees that Connect 24’s obligation to provide Service(s) may be dependent on Connect 24 first receiving a valid Activation signal from the Equipment of an End User.

4. RESTRICTIONS ON USE

- 4.1.1 **Abuse or Fraudulent Use.** The Service(s) is furnished by Connect 24 subject to the condition that there will be no abuse or fraudulent use thereof. Abuse and fraudulent use of the Service(s) by Reseller, Dealer or an End User that would constitute an Event of Default include, but are not limited to: (i) attempting or assisting another to access, alter or interfere with the communications of and/or information about another Reseller, Dealer or End User; (ii) tampering with or making an

- unauthorized connection with any facilities of Connect 24; (iii) using or assisting another to use any scheme, false representation or false credit device, or other fraudulent means or devices, in connection with the Service(s); (iv) using the Service(s) in such a manner so as to interfere unreasonably with the use of the Service(s) by one or more other Resellers, Dealers or End Users or to interfere unreasonably with Connect 24's ability to provide the Service(s); (v) using the Carrier's SIM card in any device other than the Equipment supplied with it; (vi) using the Service(s) to convey information which is obscene, salacious, prurient or unlawful; or (vii) committing, participating in or acquiescing to any activities described in this Section 4.1.1. Reseller will promptly inform Connect 24 of any fraudulent or abusive uses of the Service(s) of which it has knowledge. Reseller's failure to inform Connect 24 within two (2) business days of discovery of such abusive or fraudulent use will constitute an Event of Default under this Agreement.
- 4.2 **Cancellation of Service.** Connect 24 may, by written notice, require Reseller to cancel the right to market or use the Service(s) by any of its agents, Dealers or End Users abusing or fraudulently marketing or using the Service(s) within ten (10) days of receipt by Reseller of such notice. Notwithstanding the foregoing, if any Dealer or End User is abusing or fraudulently using the Service(s), Reseller or Connect 24 may immediately cancel such Dealer's or End User's Service(s). If Reseller or any of Reseller's agents is abusing or fraudulently using the Service(s), Connect 24 may immediately terminate this Agreement pursuant to Section 11.3.
- 4.3 **Interference.** The Parties understand that from time to time one or more Dealers or End Users may interfere with Connect 24's system in a manner that may impair the quality of the Service(s); accordingly, upon discovery of any such abuse by a Dealer or End User by either of the Parties hereto, the Party having such knowledge shall promptly notify the other Party, and Reseller shall immediately order the relevant Dealer or End User to cease from engaging in such act(s) of interference. Connect 24 shall have the right to discontinue the Service(s) to that Dealer or End User. Should such acts continue, Reseller shall assist Connect 24 in taking all actions reasonably necessary to prevent further interference.
- 5. USE OF CONNECT 24 TRADEMARKS**
- 5.1 **Use of Connect 24 Marks.** Reseller recognizes the right, title, and interest of Connect 24 through ownership or license in and to all service marks, trademarks and trade names owned by Connect 24 or used by Connect 24 in connection with the Service(s) (the "**Marks**"). Reseller agrees not to engage in any activities or commit any acts, directly or indirectly, which may contest, dispute or otherwise impair such right, title and interest of Connect 24 therein. Any use of the word "Connect 24", alone or combined with any other word or phrase for a logo, trademark, service mark or trade name shall require the prior written consent of Connect 24. Notwithstanding the foregoing, Connect 24 hereby grants to Reseller a non-exclusive, limited license to use such Marks and all related designs solely in the Territory in connection with resale of the Service(s) and in furtherance of the purposes of this Agreement, provided that such license shall terminate immediately and without further action upon the termination or expiration of this Agreement, or upon the written request of Connect 24 or its agents. Reseller shall at no time do or permit any act to be done which may in any way impair the rights of Connect 24 in any such Marks. Reseller shall: (i) use the Marks in compliance with Connect 24's then current guidelines and all relevant laws and regulations; and (ii) not modify any of the Marks in any way and not use any of the Marks on or in connection with any goods or services other than the Service(s). Connect 24 reserves the right to revoke this license at any time. Reseller shall not use any trademarks owned by Carrier. Reseller agrees that Connect 24 shall have the right to identify Reseller as an authorized reseller of the Service in its marketing materials (including its website), and Reseller hereby grants to Connect 24 a non-exclusive, limited license to use Reseller's service marks, trademarks and trade names for the purpose of identifying Reseller as an authorized reseller of the Service(s).
- 6. RESELLER'S RESPONSIBILITIES**
- 6.1 **Reseller's Efforts.** Reseller agrees to use reasonable efforts to promote Connect 24 and the Service(s) to its Dealers in the Territory.
- 6.2 **Reseller's Charges and Supervision.** Reseller is solely responsible for all charges billed by Connect 24 to Reseller, regardless of when billed, for provision of the Service(s). Reseller acknowledges that Connect 24 procures certain of the Service(s) from the Carrier(s). The Carrier establishes the method of calculating Service volumes and rates. Reseller agrees that the Carrier's method of calculating Service volumes and the actual calculation provided by the Carrier shall be definitive between the Parties, and that Connect 24 shall be under no obligation to negotiate or dispute the volume calculation or rate on behalf of Reseller.
- 6.3 **Dealer Requirements.** Reseller shall enter into written agreements with each of its Dealers that include provisions substantially equivalent to the following Sections of this Agreement (with references to Reseller in such Sections being construed as referring to Dealer to the extent appropriate): Sections 3.4, 4, 6.2, 6.4, 6.5, 6.8, 6.9, 6.12, 8.1, 8.2 (excluding the first sentence thereof), 11.6, 11.7, as well as any provisions of an applicable Service Schedule that references this Section 6.3. Reseller shall enforce such provisions against its Dealers for Connect 24's benefit.
- 6.4 **End User Disclosures.** Reseller shall require and cause each Dealer to, enter into a written agreement with each of its End Users that incorporates a verbatim copy of the End User Disclosure (including any disclosures with respect to a particular Service required in the applicable Service Schedule). In the event that Reseller offers and sells the Service(s) directly to End Users, then Reseller shall provide such disclosures directly to the End Users. A Service Schedule may contain additional End User disclosures and requirements.
- 6.5 **Rate Plan Selection and Excess Usage.** It is Reseller's obligation to, or to require its Dealers to, select the rate plan for such Dealer's respective End Users which best matches the anticipated data or SMS usage taking into consideration items such as, but not limited to, alarm transmissions, test signals, downloading, supervision and all other cellular data or SMS usage. Reseller shall promptly investigate and report to Connect 24 its findings relating to all instances of questionable Dealer or End User Service usage exceeding allowed data or SMS usage for the selected rate plan. Reseller shall rectify the cause of such excess data or SMS usage within ten (10) calendar days or select the appropriate rate plan to support the actual data or SMS usage. Connect 24 reserves the right to charge Reseller for any overage charges incurred by Connect 24 as a result of any such excess data or SMS usage. Overages will be calculated pursuant to Connect 24's standard policy for calculating overages at the time the overage occurred, which policy shall separately be provided to Reseller from time to time and shall be incorporated into this Agreement by reference.
- 6.6 **Additional Requirements.** Reseller agrees to resell the Service in accordance with the provisions of this Agreement and any reasonable rules, guidelines and procedures communicated by Connect 24 to Reseller in writing from time to time. Reseller agrees to promptly communicate to its Dealers any such rules, guidelines and procedures as requested by Connect 24 from time to time.

- 6.7 Reseller's Records. Reseller is responsible for maintaining clear and accessible records relating to the provision of the Service under this Agreement.
- 6.8 Use of Connect 24 Materials. Unless otherwise provided for in the terms and conditions of use of Connect 24 materials provided by Connect 24 for distribution or use by Reseller in conjunction with the activities contemplated by this Agreement, all such materials shall remain the exclusive and confidential property of Connect 24 or its suppliers, as the case may be, and are to be used solely in conjunction with the Service(s) under the terms and conditions of this Agreement and the applicable Service Schedule. Such materials shall not be reproduced or copied except as required for the authorized use of the Service(s), and shall be returned to Connect 24 upon request.
- 6.9 Equipment. Reseller shall not resell the Service to any Dealer or End User other than for use with the relevant Equipment.
- 6.10 Obligations to Dealers and End Users.
- 6.10.1 Connect 24 shall be obligated only to Reseller, subject to the terms and conditions of this Agreement, and not to any Dealers or End Users with whom Connect 24 is not in privity. Dealers or End Users shall not be deemed to be third-party beneficiaries of this Agreement.
- 6.10.2 Reseller shall provide service and support for its Dealers and End Users to Connect 24's reasonable satisfaction and in accordance with Connect 24's policies and procedures, including (i) providing an adequate and properly trained staff to receive and investigate any complaints relating to the Service(s), (ii) providing emergency standby service available by telephone, answering service or pager for its Dealers, relating to the Service(s) and (iii) providing prompt repair and instructional services in a professional and workmanlike manner to its Dealers. Reseller will report in writing to Connect 24 any complaints or problems with the Services after Reseller has made a good faith effort to confirm that such complaints or problems are based on a reason other than a mistake of Reseller, a Dealer or the End User, the misuse or malfunctioning of an End User's Equipment, or the use of incompatible, non-authorized equipment.
- 6.11 Warranties. Reseller shall not make any claims (including warranties) about Connect 24 or the Service(s) that are not consistent with the most recent printed materials of Connect 24 provided to Reseller for marketing purposes.
- 6.12 Responsibility for Actions or Omissions. Reseller shall be solely responsible for all risks and expenses incurred in connection with its actions or omissions in its marketing and resale of the Service(s) to Dealers or otherwise relating to this Agreement. Reseller shall act in all respects on its own account, and shall be solely responsible for such things as credit verification, deposits, billing, collection, consolidation, rebilling, Dealer or End User complaints, charges for usage, bad debts, and all amounts due to Connect 24 with respect to the Service(s). Reseller is responsible for the performance of its agents, if any, and shall ensure that its agents comply with any applicable terms of this Agreement.
- 6.13 Insurance. "Reseller is a governmental body that is self-insured pursuant to Section 768.28, Florida Statutes."
- 6.14 Representations. Subject to restrictions regarding software licensing and use of Connect 24 Marks, Reseller may establish terms and conditions for the sale of Products to Customers. Reseller will be solely liable to its Customers under the terms and conditions of sale between Reseller and its Customers. Connect 24 will not be bound by, and Reseller will indemnify and hold harmless Connect 24 and its Affiliates from any claims or demands of any third party arising out of or related to, the grant of any warranties, indemnities, or other terms and conditions greater in scope than this Agreement by Reseller or any Dealer or other third party.
- 7. CHARGES AND PAYMENT**
- 7.1 Pricing. Prices for Service(s) are set forth in the relevant Service Schedule, which Connect 24 may periodically update at its sole discretion upon 30 days' prior written notice to Reseller, unless the applicable Service Schedule provides otherwise. Reseller acknowledges that the pricing set forth on the applicable Service Schedule is for the specified Service only and that additional fees may be charged to a Dealer or an End User by a monitoring station.
- 7.2 Invoice and Payment Terms. Connect 24 shall invoice Reseller for charges incurred under this Agreement once per calendar month, per new account, or as otherwise specified in the applicable Service Schedule. Payment in full shall be due thirty (30) days from the date set forth in the invoice without any right of offset by Reseller for disputed charges or otherwise. Connect 24 may, in its sole discretion, require payment by certified check, money order, credit card or wire transfer. Connect 24 reserves the right to evaluate Reseller's credit throughout the term of this Agreement and may modify payment terms based on factors such as, but not limited to, payment history. Payments are past due if not received by the due date shown on the invoice. In the event payment is not received within this time period, Reseller agrees to pay interest on such past due amounts in an amount equal to the lesser of (i) 1.5% per month compounded monthly or (ii) or the maximum rate permitted under applicable law, until payment in full and payment of Connect 24's reasonable collection costs on late payments. Reseller agrees that time is of the essence with respect to its payment of invoices.
- 7.3 Currency. All charges and related payments between Connect 24 and Reseller will be in US Dollars unless otherwise stated on the applicable Service Schedule.
- 7.4 Taxes and Fees. All prices are exclusive of all taxes, customs, duties and other similar imports, fees and governmental charges, and freight, shipping and insurance charges, including without limitation any sales tax, VAT or GST. Except where Reseller provides to Connect 24 a valid certificate of resale or other such documentation as would release Connect 24 from any liability, levy, or duty, there shall be added to any charges due from Reseller an amount equal to any duty, fee, surcharge, levy, or tax, including, but not limited to, sales, gross receipts, excise, utility, and use taxes, fees or surcharges imposed by any local, state or federal government or governmental agency with respect to Reseller, the Service(s), or transactions contemplated by this Agreement, excepting only taxes on the income of Connect 24. If Connect 24 is required to pay any of such taxes, the amount thereof will be added to and become a part of the amounts payable by Reseller.
- 7.5 Tariffs. To the extent that the charges set forth in a Service Schedule are subject to any federal, state or local regulation, tax or tariff, such charges may be increased or decreased as provided or required by such regulation, tax or tariff without prior notice. Nothing in this Agreement shall be deemed to require or preclude the use of tariff-equivalent or tariff-related charges, or to provide or imply that such charges are or are not appropriate in the provision of the applicable Service.
- 7.6 Disputed Invoices. Reseller agrees not to place any condition or restrictive legend, such as "Paid in Full" or "Under Protest" on any check or instrument used to make a payment. The Parties agree that the negotiation of any such check or instrument so inscribed shall not constitute an accord and satisfaction or novation and that the Parties will use the following non-judicial dispute resolution procedure as the sole mechanism for the resolution of payment disputes. In the event Reseller disputes all or a portion of an invoice, Reseller shall, within fifteen (15) days of receipt of the invoice from Connect 24, advise Connect 24 in writing of the basis for the dispute. Reseller shall pay all undisputed portions of any invoice within terms or be subject to interest thereon. Within thirty (30) days of receipt of the dispute

notice from Reseller, Connect 24 shall make an arrangement to discuss the dispute with Reseller. The discussion may occur in person or via use of any reasonable media. The Parties agree to work together for a period of twenty (20) days from the initial date of such discussion to resolve the dispute. If the dispute is not resolved within such twenty day period, either Party may pursue the dispute resolution procedures set forth in Section 13.11.

8. WARRANTIES AND LIABILITY

8.1 Limited Warranties. Each of the Services is a service and not "good(s)" as that term is defined in the Uniform Commercial Code as in effect from time to time in the State of New York or other applicable jurisdiction. Notwithstanding and without limitation of the foregoing, to the extent that all or any portion of any Service offered by Connect 24 might be construed as a good(s), **CONNECT 24 MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) CONCERNING ANY SERVICE, AND ALL OTHER GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, ARE EXCLUDED.**

8.2 Limitation of Liability. Connect 24's aggregate liability under this Agreement will not individually or in the aggregate exceed the amounts paid to Connect 24 by Reseller for the Service giving rise to such liability in the prior 12 month period. **CONNECT 24, CARRIER AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, AGENTS, EMPLOYEES AND ASSIGNS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE(S), INCLUDING, BUT NOT LIMITED TO, OUTAGES, TRANSMISSION ERRORS, EQUIPMENT LOSS OR FAILURE, FALSE ALARMS, CORRUPTION OR LOSS OF DATA OR THE SECURITY OF DATA DURING TRANSMISSION, TO ANY PARTY, INCLUDING, BUT NOT LIMITED TO, RESELLER, DEALER, END USERS OR ANY OTHER PERSON OR TELECOMMUNICATIONS CARRIER. IN NO EVENT SHALL CONNECT 24, CARRIER(S) OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, AGENTS, EMPLOYEES AND ASSIGNS BE LIABLE FOR ANY ACTS OR OMISSIONS OF RESELLER, DEALER, END USERS, OR ANY OTHER PERSON OR TELECOMMUNICATIONS CARRIER FURNISHING GOODS OR SERVICES USED IN CONNECTION WITH THE SERVICE(S). IN NO EVENT SHALL CONNECT 24, CARRIER(S) OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, AGENTS, EMPLOYEES AND ASSIGNS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM THE SERVICE(S).**

9. INDEMNIFICATION

9.1 Reseller Indemnification of Connect 24. Reseller will indemnify, defend and hold harmless Connect 24, the Carrier(s) and their respective Affiliates, officers, directors, employees and agents from all damages and expenses (including reasonable attorney's fees) arising out of or related to: (i) any acts or omissions by Reseller or its representative, arising out of, in connection with, or relating to Reseller's resale or use of the Service(s); (ii) any statements, representation, suppression

of information, or failure to disclose information of any kind by Reseller or its representative with respect to the Service(s), including without limitation, any representation or warranty given, or allegedly given, by Reseller to Dealers or End Users, regardless of whether the statement or representation is oral, written, express or implied; (iii) any claim by an End User in respect of Services negligently supplied or performed by Reseller or a Dealer to that End User to the extent that such negligence was not the result of a failure of Connect 24; (iv) Reseller's breach or violation of any terms or conditions of this Agreement; (v) the failure of Reseller or any of its Dealers to comply with the requirements of Sections 6.3 or 6.4, (vi) any Claims arising from the unauthorized use, misuse or abuse of the Service by Reseller or any of its employees, agents or representatives; and (vii) Reseller's failure to comply with any law, including without limitation, the Foreign Corrupt Practices Act (United States) or any similar laws, any export control laws of Canada, the United States or any other country having jurisdiction over Reseller or its business. Reseller will specifically indemnify Connect 24 against all third-party claims because of product liability ensuing from a defect in any non-Connect 24 product or system which is used in connection with the Service(s).

10. CONFIDENTIALITY

10.1 Confidential Information. Either Party may (but shall not be obligated to disclose to the other information which is considered proprietary or confidential and is so designated by the disclosing Party ("**Confidential Information**"). Confidential Information must be disclosed either in tangible form and marked as confidential, or orally and subsequently confirmed in writing as confidential within thirty (30) days of the disclosing Party's disclosure. Confidential Information shall not include any information that: (i) is generally known by third parties as part of the public domain as a result of no act or omission of the receiving Party; (ii) was already independently known by the receiving Party and was not received from a third party in breach of any obligation of confidentiality; (iii) was independently developed by the receiving Party; or (iv) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, and provided that the receiving Party promptly notifies the disclosing Party so that the disclosing Party may seek a protective order.

10.2 Protection of Confidential information. During the term of this Agreement and until such time that Confidential Information becomes generally available to the public other than by breach of this Agreement, without the disclosing Party's prior written consent, the receiving Party shall not disclose such Confidential Information to a third party (including, but not limited to, Dealers and End Users), with the exception of Carrier and its agents, and shall use such Confidential Information only for purposes of this Agreement. Connect 24 may disclose such Confidential Information of Reseller to its Affiliates that have a need to know in connection with the activities contemplated by this Agreement and to an agent retained by Connect 24 as is necessary to collect outstanding balances owed to Connect 24 by Reseller, or to perform other administrative functions for Connect 24, provided that the information is released solely for these purposes.

10.3 Compliance with Privacy Laws. In connection with any Services hereunder, Reseller shall, and shall cause its Dealers to, hold Personal Information secure in accordance with best industry practices and shall comply with all laws and regulations relating to the protection and privacy of the Personal Information. Reseller shall, and shall cause its Dealers to, refrain from disclosing any Personal Information to any third party whatsoever, except as may be required by law. Reseller shall not, and shall cause its Dealers to not, use any Personal

Information for any marketing, preference tracking or other purposes not directly related to the provision of Services.

11. TERM AND TERMINATION

- 11.1 Term. This Agreement will be for an initial term of twelve (12) months from and after the Effective Date. It will renew automatically for successive renewal terms of twelve (12) months, unless a Party sends notice of non-renewal at least ninety (90) days prior to the expiration of the then current term.
- 11.2 Termination for Convenience. Either Party may terminate this Agreement at any time and for any reason upon ninety (90) days' advance written notice to the other Party. If Reseller terminates the Agreement pursuant to this Section prior to the expiration of any term commitment under any Service Schedule, Reseller may be obligated to pay a cancellation fee, as specified in the applicable Service Schedule.
- 11.3 Termination for Event of Default. This Agreement may be terminated upon an Event of Default by the non-defaulting Party if such Event of Default is not cured within thirty (30) days of receipt of written notice thereof; provided, however, that in the case of Reseller's default for failure to pay Connect 24 any sums due (including providing any required deposits) or a violation of Section 5.1 or Section 4, this Agreement may be terminated if such Event of Default is not cured within ten (10) calendar days of receipt of written notice (with last day of notice not residing on a weekend); and further provided that in the event of (i) an Event of Default for Reseller's failure to terminate abusive or fraudulent use, (ii) two (2) or more notices of Events of Default provided to Reseller in any consecutive twelve (12) month period (related or not), (iii) a breach of Section 10, or (iv) any order, rule or regulation of any applicable government agency or court requiring termination of this Agreement, Connect 24 may, at its option, immediately terminate this Agreement upon written notice. If such Event of Default remains uncured, Termination shall be effective on the expiration of the cure period without the requirement of additional notice.
- 11.4 Cessation of Service(s). Connect 24 may terminate this Agreement and any applicable Service Schedule as to any Service if Connect 24 withdraws or ceases to offer the Service or to have the right to sell the Service in the Territory. Nothing in this Agreement will give Reseller any automatic right to new or additional services offered by Connect 24.
- 11.5 Continuing Obligations. Termination of this Agreement, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties at law or in equity, and Reseller shall remain solely responsible for its obligations to its agents Dealers and their End Users. Termination of this Agreement with or without cause shall not release either Party hereto from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination, or from any obligation which is expressly stated herein to survive termination; provided, however, that Connect 24 may, without liability, cancel any previously accepted orders for the Service(s) for which there has not yet been Activation on or before the date of termination.
- 11.6 No Connect 24 Obligation for Continuing Service. Upon Termination, Connect 24 shall have no further obligation to provide the Service(s) to Reseller. However, in order to avoid disruption of the Service(s) to Dealers or End Users, Connect 24 may continue to provide the Service(s) directly to any Dealer who meets Connect 24's credit requirements and enters into a contract for the Service(s) with Connect 24. In the event of termination of this Agreement, Connect 24 may contact Dealers for the purpose of advising each Dealer how to maintain access to the Service(s). Reseller shall cooperate with Connect 24 to enable all Dealers to continue to have access to the Service(s) with minimal disruption, including, but not limited to, arranging

for another reseller or Connect 24 to provide the Service(s) directly to such Dealer, or Reseller shall promptly provide Connect 24 with adequate information on such Dealer so that Connect 24 can arrange for the provision of the Service(s) to such Dealers. Notwithstanding the foregoing, Connect 24 shall be under no obligation to continue to provide the Service(s) to any Dealer or End User following any such termination.

- 11.7 Effect of Termination for Non-Payment of Account. In the event that Connect 24 terminates this Agreement for an Event of Default for Reseller's failure to pay Connect 24 any sums due (including providing any required deposits), then (i) Connect 24 shall be under no obligation to reactivate Reseller's account, any of Reseller's Dealer accounts or any of their respective End User accounts, even if Reseller pays off all outstanding balances; (ii) all cellular transceivers of Reseller, its Dealers and their respective End Users used in connection with the Service(s) will be rendered inoperable as a result of such termination; and (iii) all SIM cards and similar cellular transmission identification devices associated with Reseller's account, any of Reseller's Dealer accounts or any of their respective End User accounts may be deactivated and rendered inoperable, even if Reseller or such Dealer or End User purchases the Service(s) from another authorized Connect 24 dealer or reseller.
- 11.8 Duties on Termination. Upon termination of this Agreement, Reseller will: (i) immediately pay all sums accrued that are then due under this Agreement; (ii) have no further right to purchase, market, sell or offer to sell the Service(s); (iii) immediately deliver to Connect 24 all written documentation of or concerning Confidential Information, or certify to Connect 24 that it has been destroyed, and will make no further use of it; and (iv) immediately discontinue all use of any Connect 24 Marks and will, at its sole expense, immediately return to Connect 24 all of Connect 24's intellectual property in its possession, including all catalogues, brochures, pamphlets, displays and other advertising or promotional material furnished by Connect 24.

12. INDEPENDENT INVESTIGATION

- 12.1 Independent Investigation. THE PARTIES ACKNOWLEDGE THEY HAVE READ THIS AGREEMENT AND UNDERSTAND AND ACCEPT THE TERMS, CONDITIONS, AND COVENANTS CONTAINED HEREIN AS BEING REASONABLY NECESSARY TO MAINTAIN CONNECT 24'S HIGH STANDARDS FOR SERVICE. RESELLER ACKNOWLEDGES THAT CONNECT 24 MAY AT ANY TIME ALSO BE ENGAGED DIRECTLY OR INDIRECTLY THROUGH OTHER RESELLERS AND/OR DEALERS, OR OUTLETS OF ANY KIND, IN SOLICITING POTENTIAL CUSTOMERS FOR THE SERVICE(S) OR OTHER SERVICES OR PRODUCTS OR FOR THE SALE, LEASE, INSTALLATION, REPAIR, OR SERVICING OF EQUIPMENT IN THE TERRITORY. RESELLER HAS INDEPENDENTLY INVESTIGATED THE FIXED POINT CELLULAR ALARM SERVICE OR EQUIPMENT SALE/LEASING BUSINESS AND THE PROFITABILITY (IF ANY) AND RISKS THEREOF AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OF CONNECT 24 OTHER THAN AS SET FORTH IN THIS AGREEMENT. IN PARTICULAR, RESELLER ACKNOWLEDGES THAT CONNECT 24 HAS NOT REPRESENTED: (a) RESELLER'S PROSPECTS OR CHANCES FOR SUCCESS SELLING SERVICES UNDER THIS AGREEMENT; (b) THE TOTAL INVESTMENT THAT RESELLER MAY NEED TO MAKE TO OPERATE UNDER THIS AGREEMENT; OR (c) THAT IT WILL LIMIT ITS EFFORTS TO SELL SERVICE(S) OR ESTABLISH OTHER RESELLERS OR DEALERS IN THE TERRITORY. RESELLER ALSO ACKNOWLEDGES THAT CONNECT 24

HAS NOT REPRESENTED TO IT THAT: (a) CONNECT 24 WILL PROVIDE LOCATIONS OR ASSIST RESELLER TO FIND LOCATIONS TO PROMOTE THE SALE OF THE SERVICE(S); (b) CONNECT 24 WILL PURCHASE ANY PRODUCTS MADE BY RESELLER THAT ARE IN ANY WAY ASSOCIATED WITH THE SERVICE(S); (c) RESELLER WILL DERIVE INCOME FROM THE SALE OF CONNECT 24'S SERVICE(S), OR CONNECT 24 WILL REFUND ANY PAYMENTS MADE BY RESELLER TO CONNECT 24; OR (d) CONNECT 24 WILL PROVIDE A SALE OR MARKETING PROGRAM THAT WILL ENABLE RESELLER TO DERIVE INCOME UNDER THIS AGREEMENT. RESELLER FURTHER ACKNOWLEDGES THAT CONNECT 24 HAS NOT MADE ANY REPRESENTATIONS REGARDING: (a) THE QUANTITY OR QUALITY OF THE SERVICE(S) TO BE SOLD BY RESELLER; (b) THE PROVISION BY CONNECT 24 TO RESELLER OF TRAINING AND MANAGEMENT ASSISTANCE; (c) THE AMOUNT OF PROFITS, NET OR GROSS, THAT RESELLER CAN EXPECT FROM ITS OPERATIONS UNDER THIS AGREEMENT; (d) THE SIZE (OTHER THAN THE GEOGRAPHIC AREA), CHOICE, POTENTIAL, OR DEMOGRAPHIC NATURE OF THE AREA IN WHICH CONNECT 24'S SERVICE(S) IS AVAILABLE OR THE NUMBER OF OTHER RESELLERS OR DEALERS THAT ARE OR MAY IN THE FUTURE OPERATE IN THAT AREA; (e) THE TERMINATION, TRANSFER OR RENEWAL PROVISIONS OF THIS AGREEMENT OTHER THAN AS SET FORTH IN THE AGREEMENT; OR (f) THE SPONSORSHIP OR PARTICIPATION OF A PRIMARY MARKETER OF TRADEMARK PRODUCTS OR SERVICES IN RESELLER'S OPERATIONS UNDER THIS AGREEMENT OTHER THAN AS MAY BE SET FORTH IN THIS AGREEMENT. RESELLER ACKNOWLEDGES THAT IT WILL NOT OBTAIN ANY EXCLUSIVE RIGHTS UNDER THIS AGREEMENT, EITHER WITH RESPECT TO THE TERRITORY OR OTHERWISE, AND UNDERSTANDS THAT CONNECT 24 MAY APPOINT OTHER RESELLERS, DEALERS OR CUSTOMERS IN THE TERRITORY. RESELLER ALSO ACKNOWLEDGES THAT CONNECT 24 CANNOT CALCULATE IN ADVANCE THE TOTAL AMOUNT THAT RESELLER MUST PAY TO CONNECT 24 UNDER THIS AGREEMENT AS THAT AMOUNT DEPENDS ON THE QUANTITY OF SERVICE(S) THAT RESELLER'S DEALERS AND THEIR END USERS PURCHASE.

13. MISCELLANEOUS

- 13.1 Notices. Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered: (i) personally; (ii) by certified mail, return receipt requested; (iii) by an overnight courier service having a record of receipt; or (iv) by email or facsimile, with a valid transaction report and a confirming copy sent by regular mail or one of the other three methods described in this sentence. Notices shall be deemed received the same day that they were sent if sent by methods (i) or (iv); the next day if sent by method (iii); and three business days later if sent by method (ii). Notices shall be addressed as set forth on the signature page of this Agreement, as such address may be changed by a Party by giving notice to the other Party in accordance with this Section.
- 13.2 Force Majeure. Neither Party will be liable for delays or non-performance (excluding payment obligations) due to fire, flood, earthquake, elements of nature or acts of God, acts of war, acts of terrorism, labor strike, compliance with any law, regulation, or order of any governmental authority, or any other similar cause beyond such Party's reasonable control, so long as such

event could not have been prevented by reasonable precautions and does not arise as a result of such Party's negligence or breach of this Agreement. Connect 24 will not be liable for delays or non-performance attributable to the Carrier for the relevant Service. An event of Force Majeure must be remedied to the extent reasonably practicable and performance of the obligations must be resumed as soon as reasonably possible.

- 13.3 Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Reseller may not assign this Agreement, or any rights and obligations resulting from this Agreement, without Connect 24's prior written consent which shall not be unreasonably withheld, and any attempted assignment in breach of this restriction will be void and without effect, except that Reseller may assign this Agreement to a parent corporation which owns 100% of the equity securities of Reseller at the time this Agreement is made. Any change in the ultimate control of Reseller, by stock sale, merger, consolidation or any other means, shall constitute an assignment subject to the consent requirements hereof. Connect 24 may assign its rights and obligations under this Agreement at any time upon notice to Reseller.
- 13.4 Amendment. This Agreement may be amended by a writing signed by both Parties. In addition, Connect 24 may change or update certain procedures set forth in this Agreement or a Service Schedule in order to more efficiently provide the Service(s) on thirty (30) days prior written notice to Reseller. Except as otherwise provided herein, this Agreement may be amended by Connect 24 alone upon ninety (90) days prior written notice to Reseller; provided that, in such event, Reseller may terminate this Agreement upon thirty (30) days prior notice given not more than sixty (60) days after Reseller receives notice of the amendment; provided further, that if Connect 24 rescinds the amendment within twenty (20) days after receiving Reseller's notice, this Agreement will not terminate, but shall continue in full force and effect. This Agreement shall be deemed automatically amended to the extent it is inconsistent with any tariff required to be filed by any Party relating to provision of the Service(s).
- 13.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.
- 13.6 Integration. This Agreement, together with any Service Schedule(s), constitute the full and complete agreement of the Parties with respect to the subject matter hereof, and supersede all prior or contemporaneous writings, discussions, agreements, and understandings of any kind, with respect to the subject matter hereof.
- 13.7 Captions and Language. Titles or captions of sections and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision. If this Agreement is translated into any other language and there is a discrepancy between the English-language version and the translation, the English language version will control.
- 13.8 Severability and Survival. Should any part of this Agreement for any reason be declared invalid by court order or by any regulatory agency, such order shall not affect the validity of any remaining portion, and the remaining portion of the Agreement shall continue in full force and effect, unless such order materially alters the nature of the obligations of either Party hereto. In such event, this Agreement shall immediately terminate. All payment obligations and confidentiality provisions and other provisions which by their nature contemplate performance beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.

- 13.9 Costs and Expenses. Unless otherwise provided in this Agreement, each Party will bear all fees and expenses incurred in performing its obligations under this Agreement.
- 13.10 Governing Law. This Agreement shall be construed and governed according to the laws of the State of New York, United States of America, without giving effect to its principles governing conflicts of law. The Parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention 1980).
- 13.11 Dispute Resolution.
- 13.11.1 Arbitration. Except as stated in Section 13.11.2, all claims and disputes relating in any way to the performance, interpretation, validity, or breach of this Agreement shall be referred to final and binding arbitration under the commercial arbitration rules of the American Arbitration Association. A single neutral arbitrator shall decide claims of less than \$100,000. In no event shall either Party be entitled to punitive damages in any arbitration or judicial proceeding and each Party hereby waives its rights to any punitive damages. In the event an arbitration panel or a court concludes that the punitive damages waiver contained in the previous sentence is unenforceable, then the Parties agree that the court with subject matter jurisdiction over the confirmation of the award shall have sole and exclusive jurisdiction to determine issues of entitlement and amount of punitive damages. The arbitrators shall NOT have subject matter jurisdiction to decide any issues relating to the statute of limitations or amounts in excess of \$100,000, exclusive of interests and costs, and the Parties hereby stipulate to stay the arbitration proceeding (without the need of a bond) until any such issues in dispute are resolved.
- 13.11.2 Jurisdiction and Venue. The Parties hereby consent to the sole and exclusive jurisdiction and venue of the State and federal courts located in New York, for the following matters: (a) disputes relating to the statute of limitations; (b) contractual claims where the amount in dispute (excluding interests and costs) exceeds \$100,000.00; (c) disputes relating to any "non-contractual" claim (i.e., those not governed by Section 13.11.1); and (d) the entry of a judgment confirming an arbitrator's award.
- 13.11.3 Attorneys' Fees. In the event an action or proceeding (including an arbitration) is commenced by either Party to enforce the terms of this Agreement, the substantially prevailing Party in such action shall be entitled to its reasonable costs and attorneys' and expert witness' fees incurred therein through appeal. For purposes of this Section, the efforts of in-house attorneys and their staff shall be valued at rates prevailing in the market for private practitioners.
- 13.12 Compliance with Laws. Each Party will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations and governmental orders, now or hereafter in effect, relating to its performance of this Agreement, including, without limitation, export laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Connect 24 or an Affiliate, Reseller will sign, or cause its applicable Affiliate to sign, written assurances and other export related documents as may be required under applicable export laws and regulations.
- 13.13 International Trade Control. Reseller agrees that it will not sell, re-export or transfer (including in-country transfers) any technical information or Services supplied under this Agreement except in full compliance with all applicable U.S., Canadian and other government requirements. In addition, Reseller agrees that it will not sell, reexport or transfer any technical information or Services supplied under this Agreement to Iran, North Korea, Syria, Cuba and Sudan, including any entities or persons in those countries, either directly or indirectly. Any violation by Reseller of the applicable laws or regulations of the U.S., Canada or any other government shall be deemed a material breach of this Agreement and sufficient basis for Connect 24 to terminate this Agreement.
- 13.14 Anti-Bribery and Related Compliance. Connect 24 and Reseller intend that no payments or transfers of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or other unlawful or improper means of obtaining business. Reseller will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization (including any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; any candidate for political office; or any employees of any of Reseller's or Connect 24's customers) for the purpose of improperly influencing their acts or decisions in violation of any anti-bribery or anti-corruption laws, including the United States Foreign Corrupt Practices Act, laws under the OECD Anti-Bribery Convention and local anti-corruption laws. Reseller will take appropriate actions to ensure that any person representing or acting under its instruction or control will also comply with this Section.
- 13.15 Personally Identifiable Data. Reseller consents to the collection, processing and international transfer of data and information related to the business relationship between it and Connect 24, including the transfer of personally identifiable data (for example names, email addresses, telephone numbers) to and between Connect 24 and its Affiliates wherever they may be located, for the purposes of allowing Connect 24 and its Affiliates to evaluate Reseller's experience and qualifications and implement any business. Reseller has the right to: (i) request access to this data; (ii) rectify or cancel any inaccurate or expired data; and (iii) object to any processing that does not conform to these purposes. Reseller may exercise its rights by writing to Connect 24 at TycoPolicy@Tyco.com or to such other location as Connect 24 may designate.

Exhibit A

END USER DISCLOSURE

The alarm dealer with whom End User has contracted (the "*Alarm Service Provider*") is selling one or more services offered by Connect 24 Wireless Communications, Inc. ("*CONNECT 24*") to enable communications with intrusion and other equipment at End User's premises, which may include the transport of alarm signals from End User's premises to a monitoring station and other communications and interaction with such equipment via a cellular communications network. These communications utilize a proprietary cellular technology known as the "*Service*". CONNECT 24 makes the Service available to End Users by contracting with a cellular service provider operating cellular networks covering the location of the End User's premises ("*Associated Cellular Carrier*"). CONNECT 24 and the Associated Cellular Carrier are collectively referred to herein as the "*Providers*". End User acknowledges and agrees that End User's contractual relationship is with the Alarm Service Provider and not with any of the Providers, and that the Service is provided by the Providers without warranty and subject to the following limitations.

(i) **END USER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER AND END USER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CONNECT 24 AND UNDERLYING CARRIER. END USER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO END USER. IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, END USER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY END USER FOR THE SERVICES DURING THE TWO (2)-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.**

(ii) **END USER SHALL INDEMNIFY AND HOLD HARMLESS THE UNDERLYING WIRELESS SERVICE CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS AGREEMENT OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE NUMBER EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

(iii) **END USER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME. THE PROVIDERS WILL PROVIDE FIVE (5) DAYS NOTICE OF SUCH CHANGE.**

(iv) **END USER UNDERSTANDS THAT CONNECT 24 AND THE UNDERLYING CARRIER CANNOT GUARANTY THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.**

(v) **THE SERVICE IS FOR END USER'S USE ONLY AND END USER MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.**

(vi) **NONE OF THE PROVIDERS SHALL BE LIABLE FOR ANY MISTAKE, OMISSION, INTERRUPTION OR DEFECT IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILFUL ACT OF THE ALARM SERVICE PROVIDER, END USER, PARTIES OTHER THAN THE PROVIDERS, OR WHEN CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, DEFAULT OF SUPPLIER, OR OTHER CAUSES BEYOND THE CONTROL OF THE PROVIDERS, INCLUDING WITHOUT LIMITATION DEFECT IN OR FAILURE OF EQUIPMENT PROVIDED BY THE ALARM SERVICE PROVIDER OR ANY PARTY OTHER THAN THE PROVIDERS.**

(vii) **NONE OF THE PROVIDERS SHALL HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFAULT OR BREACH OF DUTY BY THE PROVIDER.**

(viii) **THE SERVICE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY AND ANY WARRANTY THAT THE SERVICE IS FIT FOR ANY PARTICULAR PURPOSE. END USER UNDERSTANDS AND AGREES THAT (A) ONE HUNDRED PERCENT OF MESSAGES MAY NOT BE DELIVERED; (B) THE PROVIDERS WILL NOT BE LIABLE TO END USER FOR ANY MESSAGES DELETED OR NOT DELIVERED, REGARDLESS OF THE REASON FOR DELETION OR NONDELIVERY, INCLUDING, WITHOUT LIMITATION, MESSAGE PROCIESSING OR TRANSMISSION ERRORS; AND (C) THE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY REGARDING THE QUALITY, TIMELINESS OR SECURITY OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, FREE FROM UNAUTHORIZED ACCESS, OR THAT ALL MESSAGES WILL BE DELIVERED.**

(ix) **SMS MESSAGES GENERATED BY AN END USER FROM A MOBILE DEVICE MAY NOT BE RECEIVED BY A CARRIER, OR RECEIPT THEREOF MAY BE DELAYED, DUE TO TECHNICAL LIMITATIONS IN SMS MESSAGING SERVICES OFFERED BY SUCH CARRIER RESULTING IN A DELAY OR FAILURE IN THE PROCESSING AND IMPLEMENTATION OF ANY COMMANDS CONTAINED IN SUCH SMS MESSAGES. NONE OF THE PROVIDERS WILL BE LIABLE TO END USER FOR ANY SMS MESSAGES SENT BY OR TO END USER IN CONNECTION WITH THE SERVICES THAT ARE DELAYED OR NOT DELIVERED, REGARDLESS OF THE REASON FOR DELAY OR NON-DELIVERY, INCLUDING, WITHOUT LIMITATION, MESSAGE PROCESSING OR TRANSMISSION ERRORS. NONE OF THE PROVIDERS MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE SMS COMMAND AND CONTROL SERVICES OR THAT THEY WILL BE ERROR-FREE, UNINTERRUPTED, AND FREE FROM UNAUTHORIZED ACCESS OR THAT ALL SMS MESSAGES WILL BE DELIVERED. END USER ALSO ACKNOWLEDGES THAT, IN ADDITION TO ANY FEES CHARGED BY THE PROVIDERS FOR THE SMS COMMAND AND CONTROL SERVICE, END USER WILL BE CHARGED BY HIS/HER/ITS CARRIER IN ACCORDANCE WITH THE END USER'S PARTICULAR WIRELESS PLAN FOR ANY SMS MESSAGES SENT OR RECEIVED USING THE SMS COMMAND AND CONTROL SERVICES.**