



NETWORK SERVICE AGREEMENT

AGREEMENT Dated ____/____/____, by and between

Buyer: _____ Phone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____ Email: _____

and **SECURECOM WIRELESS, LLC, located at 2500 N PARTNERSHIP BLVD, SPRINGFIELD, MO 65803**

GENERAL: This Network Service Agreement represents the entire agreement between you, the "Buyer", and SecureCom Wireless, LLC, the "Company". Services sold and provided by Company are expressly subject to and conditioned upon the terms and conditions set forth herein. Any different or conflicting terms or conditions set forth by the Buyer, whether in Buyer's purchase order or another communication, are expressly objected to and will not be binding on Company unless agreed to in writing by an authorized officer of Company. This contract may not be assigned, modified or canceled by Buyer without Company's prior written consent, and any attempt to assign, modify or cancel it without such consent shall be absolutely void. No delay or omission to exercise any right, power or remedy accruing to Company upon breach or default by Buyer under this contract shall impair any such right, power or remedy of Company, or shall be construed as a waiver of any such breach or default. All waivers must be in writing. In the event any of the provisions hereof shall, for any reason, be held void or unenforceable, the remaining provisions shall remain in full force and effect and shall control. Any provisions of this contract prohibited by law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this contract.

Whereas:

Company is engaged in the business of providing network solutions and services for the facilitation of one-way or two-way wireless, "machine-to machine" data communications utilizing Company's access to third party cellular and/or satellite telecommunications networks. For purposes of this agreement these solutions and services can be used in transporting wireless alarm signals from an alarm system installed at the premises of a user (hereafter called the "Subscriber" or "Subscribers" or "End User") to a Buyer specified location more commonly known as the "Central Station".

Company is offering Buyer the right to market and provide the wireless alarm security network service (hereafter called the "Service" or "Services") to Subscribers or End Users by utilizing Company's wireless data service. Buyer desires to utilize the Services and agrees to pay a Network Fee to Company for each Subscriber or End User Digital Cellular Communicator activated (each sometimes referred to herein as a "Unit") in order to have this right.

Buyer has purchased or desires to purchase digital radio equipment from Digital Monitoring Products Inc (DMP) and desires to market Company's Service to Subscribers. All equipment purchased from DMP and used in the process of accessing the wireless network shall be subject to the terms and conditions described in DMP's current price list as amended from time to time.

SCOPE OF SERVICE: Company and Buyer agree that Company's sole obligation under this Agreement and/or under any agreement between any Subscriber and Buyer shall be to facilitate the transfer of alarm signals received by means of the protective system to Buyer's Central Station and that the Services do not include monitoring the performance of the protective unit or system, which is the responsibility of Buyer. During the term of this Agreement, the Services will be provided as and where available, subject to transmission limitation caused by atmospheric or topographical conditions, carrier or third-party related issues or other conditions outside the Company's control, within the service area of the Company's wireless providers.

TERM OF AGREEMENT: The term of this Agreement will commence on the date hereof and will continue for a period of one (1) year and automatically renew for consecutive monthly terms unless written notice is given no less than thirty (30) days prior to the expiration of the then-current term that a party elects not to renew or otherwise terminated as provided herein. This Agreement will terminate: (a) as provided above, upon thirty (30) days' written notice from either party prior to the end of the term or any extension of the term; or (b) immediately upon the occurrence of any of the following: (i) a receiver is appointed for Buyer or its property; (ii) Buyer becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes an agreement for the benefit of its creditors; (iii) any voluntary proceedings are commenced by or for Buyer under any bankruptcy, insolvency, debtor's relief or similar law; (iv) any proceedings are commenced against Buyer under any bankruptcy, insolvency, debtor's relief statute or similar law and such proceeding shall not be vacated or set aside within thirty (30) days from the date of commencement thereof; (v) Buyer is liquidated or dissolved; or (c) on the thirtieth (30) day after either party gives the other notice of a material breach by the other of any other term or condition of this Agreement or of any other agreement between the Company and Buyer relating to the products or Service, unless the breach is cured before that day. In no event shall Buyer's obligation of payment be excused upon termination for any reason.

ACTIVATION OF SERVICE: Upon acceptance of this Network Service Agreement by Buyer and signed copy received by Company, Buyer will be issued a "Serial Number" that will allow for ordering and activation of the Digital Cellular Communicator. Activation is defined as enrolling the Digital Cellular Communicator with the third party cellular and/or satellite telecommunications networks used by Company, and will be accomplished by Buyer through the usage of DMP Remote Link™ software.

NETWORK FEES: Buyer acknowledges and agrees that the fees for the Services ("Network Fees") are based on programming package parameters of usage determined by Company based on testing and actual operation of the DMP panel and the Digital Cellular Communicator. Company reserves the right to charge an additional fee ("Overage Fee") per unit on a per kilobyte basis for messages incurred in excess of the aforementioned allotted package amounts. All activation and enrollment of the Digital Cellular Communicator for use on the cellular network will be accomplished through the DMP Remote Link™ software. Company reserves the right to increase the Network Fees herein described after the expiration of one year from signing of this agreement by giving Buyer ninety (90) days written notice.

PAYMENT TERMS: Buyer will be billed monthly in advance for Network Fees for all Units activated. Any "Overage Fees" incurred shall be billed monthly in arrears. Buyer acknowledges that (i) it must provide written notice to Company of any Unit on which Service should be discontinued; (ii) failure to provide such notice will result in continued Service to such Unit and corresponding charge to Buyer; and (iii) powering down or discontinuing power to the Unit does not constitute deactivation of such Unit. Any objection to amounts charged by the Company must be raised by the Buyer in writing to Company no more than

Initials _____

SecureCom Wireless LLC.
2500 N. Partnership Blvd, Springfield, MO 65803
Phone: 1-877-300-8030 Fax: 1-877-300-3650 Email: Customerservice@securecomwireless.com

thirty (30) days from the date of invoice. After such 30-day period, objections to amounts charged by the Company for products or Services shall be irrevocably waived by Buyer. Terms to Buyer with approved credit are net 30 days. If a credit card is used to pay a balance due (older than 30 days) for a buyer on approved terms, there will be a 3% service charge added to the amount processed. Company reserves the right to suspend or terminate Services if payment that is due has not been received by Company by the due date and further reserves the right to charge a service fee of 1.5% per month for the entire balance that is past due. Company shall not have any liability for any cause if the Service is suspended or terminated for non payment. Buyer understands and agrees that Buyer is solely responsible for collection and payment of all sales, use and other related taxes or fees associated with the sale or use of the product or service.

THE COMPANY'S SERVICE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY THAT THE SERVICE IS FIT FOR ANY PARTICULAR PURPOSE. THE COMPANY SHALL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM DISRUPTION OR LOSS OF SERVICE, CHANGES IN TECHNOLOGY, APPLICATION OF FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, CARRIER OR THIRD-PARTY RELATED ISSUES, ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, OR CONDITIONS OR CAUSES BEYOND THE COMPANY'S CONTROL. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF SERVICE PROVIDED BY WIRELESS CARRIERS OR NETWORK PROVIDERS, WHERE AVAILABLE, AND COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY ERRORS, OUTAGES, OR FAILURES OF SERVICES PROVIDED BY WIRELESS CARRIERS OR NETWORK PROVIDERS

LIMITATION OF LIABILITY: Company does not warrant or represent that the services sold may not be compromised or circumvented, will operate as designed, will prevent or reduce personal injury, property damage or economic loss, or will provide adequate warning or notice as designed or may be intended by Buyer or any end user. Buyer will cause its customers to understand that a properly installed and maintained alarm system may only reduce the risk of a burglary, robbery, or fire without warning, but it is not insurance or a guarantee that such will not occur or will not cause or lead to personal injury or property loss. Company shall not be liable for interruptions in, or interference with, third party telecommunications carriers' transmissions over which the company has no control, i.e., for interruptions or interference caused by network congestion, weather conditions, terrain, buildings, localized "gaps" in telecommunications network coverage, and other natural or artificial conditions over which the company has no control. Company shall not be liable in the event that future technological changes implemented by any third party or governmental entity render the product wholly or partially inoperable. THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, DATA, OR PROFITS, REGARDLESS OF WHETHER THE COMPANY WAS ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES. OTHER LIMITATIONS OF LIABILITY MAY APPLY AS PROVIDED BY THE TERMS AND CONDITIONS GOVERNING BUYER'S PURCHASE OF THE PRODUCT FROM DMP. IF, NOTWITHSTANDING THE FOREGOING, COMPANY IS FOUND TO BE LIABLE TO BUYER FOR ANY HARM, DAMAGES, INJURY OR LOSS, THEN AND IN SUCH EVENT COMPANY'S TOTAL, CUMULATIVE LIABILITY TO BUYER UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY NATURE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY BUYER TO COMPANY FOR SERVICES HEREUNDER DURING THE 90 DAY PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO THE SUBJECT CLAIM(S), REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT COMPANY WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS.

LIMITATION ON LIABILITY TO BUYER'S CUSTOMERS: Buyer agrees to limit liability to its customers to the fullest extent permitted by law pursuant to a written contract between Buyer and each End User for whom the Services are provided. Buyer agrees to indemnify and hold Company harmless against and defend Company from, any and all suits, claims, demands, causes of action and judgments relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Subscribers or other users of the products and Services because of any failure of the products or Services under this agreement whether or not such damages are caused or contributed to by the sole or joint active or passive negligence or fault of Company.

COMPLIANCE: Buyer agrees to not (a) make any representations, warranties, or commitments, express or implied, to End Users that conflict with this agreement or that Buyer cannot reasonably be certain of fulfilling; (b) tamper or interfere with, misuse, or knowingly allow Buyer's employees or other agents and representatives or End Users to tamper or interfere with, or misuse the Services; or (c) engage in or knowingly allow End Users to engage in any activity that harm or threatens to harm (i) any public or private telecommunications network; (ii) Company's platform or Company's ability to provide Services to Buyer or any third party; or (iii) Company's public image or customer goodwill. Buyer must know and comply with all applicable laws, regulations, and other governmental requirements including, without limitation, the Telecommunications Act of 1996, and must make reasonable efforts to contractually obligate End Users to do the same.

GOVERNING LAW; WAIVER OF JURY TRIAL: Company shall be entitled to charge and recover from Buyer all costs and expenses reasonably incurred in the collection of any amount due hereunder by Buyer, including collection agency fees and charges and reasonable attorney fees and court costs in the event an account is placed with a collection agency or any other action or proceeding is initiated for collection of any such amount due by Buyer (collectively "Collection Expenses"). All orders shall be construed and governed by the laws of the State of Missouri, AND VENUE IN ANY LITIGATION PURSUANT TO ORDERS SUBJECT TO THIS AGREEMENT SHALL BE IN GREENE COUNTY, MISSOURI. EACH PARTY AGREES TO WAIVE ANY RIGHT TO A JURY IN ANY LEGAL PROCEEDINGS BROUGHT BY EITHER PARTY RELATING TO THIS AGREEMENT.

As an authorized representative of the Buyer, I acknowledge and accept the terms and conditions of this Network Service Agreement on our behalf.

BUYER NAME

SECURECOM WIRELESS, LLC.

AUTHORIZED REPRESENTATIVE

DAVE ROGERS, GENERAL MANAGER

_____/_____/_____
SIGNATURE DATE

_____/_____/_____
SIGNATURE DATE

Please complete, initial first page and fax back to SecureCom Wireless at (877) 300-3650

SecureCom Wireless LLC.
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Phone: 1-877-300-8030 Fax: 1-877-300-3650 Email: Customerservice@securecomwireless.com