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## Application and Dealer Contract Amendment for Security Central Access Network ("SCAN") with Testing

This Dealer Contract Amendment for Security Central Access Network (the "Amendment") is entered into by and between Security Central, a division of Lake Norman Security Patrol, Inc. (the "Company"), and the below-named Dealer (the "Dealer"). This Amendment is made a part of and amends the existing Dealer Contract between Company and Dealer (who are each also a "Party," and are collectively the "Parties").

WHEREAS, Dealer provides certain services to its customers (each a "Subscriber" and collectively "Subscribers") in the nature of sales, installation, service, and monitoring of electronic protective systems ("Protective Systems") located on Subscribers' oned or occupied premises. Dealer enters into Alarm Monitoring Service Agreements with Subscribers to provide for the electronic monitoring of Subscribers' Protective Systems. The Parties are concurrently entering (or have previously entered) into an agreement whereby, among other provisions, Company agrees to provide such electronic monitoring Services for such Subscribers' Protective Systems as Dealer may direct (the "Dealer Contract"). Dealer now desires to obtain access to Company's restricted Internet website, thereby enabling Dealer to: electronically submit Subscriber add, change, and terminate orders; provide for testing or repair of a Subscriber's Protective System; and view Subscriber account information and generate reports. Dealer has requested, and pursuant to the terms of this

Amendment the Company has agreed, to amend the Dealer Contract to allow Dealer to have such limited access to the Company's restricted website and Subscriber database; and WHEREAS, the Parties recognize that any action or inaction by Dealer, its employees, contractors, agents, or assigns, however denominated (collectively herein "Dealer"), which results in either an improper addition, change, or termination of a Subscriber account, or a failure to properly re-establish Company's ability to receive and properly interpret signals from a Subscriber's Protective System following testing or repair, may subject Dealer or Company to claims for damages, loss of reputation and goodwill, and other damages and costs, arising from Dealer's action, inaction, or failure and Company's resulting inability to receive or properly interpret signals from a Subscriber's Protective System; and in such instance Company will have no duty or reasonable means of learning of any such improper action, inaction, or failure by Dealer; and the Parties agree that any damages or costs flowing from such improper action, inaction, or failure by Dealer under the above-described circumstances should be and are the responsibility of Dealer, and should and shall be borne entirely by Dealer;

NOW, THEREFORE, the Parties agree and amend the Dealer Contract as follows:

- Dealer will identify to and be assigned by Company's unique user ID and password (below) enabling Dealer access to Company's Security Central Access Network ("SCAN"; the Company's restricted Internet
  website) for the limited purposes of: submitting Subscriber add, change, and terminate orders; providing for testing or repair of a Subscriber's Protective System (by placing a Subscriber's account in and out
  of test mode); and viewing Subscriber account information and generating reports. Dealer will not otherwise access, alter, or affect Subscriber information or the Subscriber database. Each new Subscriber
  account ordered through SCAN will be placed in temporary service and terminated in thirty (30) days unless Dealer sooner provides to Company a fully executed monitoring agreement.
- 2. Dealer recognizes and authorizes that, upon submitting an order to Company to terminate Services to an existing Subscriber, Company will terminate Services to such Subscriber without requiring any further authorization or signature from Dealer. Dealer agrees to comply with any requirement imposed by law regarding advance notification of termination being communicated to Subscriber. Dealer intends that its act of electronically transmitting a termination order to Company shall constitute Dealer's electronic signature to such order. During such time that Dealer is permitted to email or fax instructions to Company regarding Subscriber accounts, Dealer intends and agrees that such email or fax communications to Company constitute signed instructions by Dealer to Company, and Dealer authorizes Company to act on those instructions without further signature from or confirmation from Dealer.
- 3. Dealer acknowledges that Company's Subscriber database contains confidential and trade secret information, and Subscriber database information shall not be disseminated or used in any manner whatsoever except solely and exclusively for the performance of Dealer's duties and obligations relating to services or equipment provided by Company. Dealer further covenants that it shall at no time access or alter any SCAN information in a manner beyond that which is absolutely necessary to the performance of Dealer's duties to Subscriber and to Company.
- 4. Dealer shall fully indemnify and hold harmless Company, to the fullest extent provided by law, from any and all claims, damages, costs and expenses, however denominated, including economic loss, incidental, direct, and/or consequential damages (including lost profits) and reasonable attorney fees, arising from or related to: any action, inaction, or failure by Dealer regarding or relating to Dealer's access to SCAN or to a Subscriber's system or account information; the Company's communications with a Subscriber's Protective System in the course of Dealer's use of SCAN to provide for additions, changes, terminations, testing, or repair of Subscriber accounts or Protective Systems, including but not limited to: errors by Dealer in entering new or changed Subscriber account information, erroneous, unauthorized, or improper alteration or termination of Subscriber accounts, when putting accounts into or out of test mode, dispatches, testing permanently, testing time insufficiently short or longer than reasonably necessary to conduct required testing, failure to notify Subscriber or any Protective System downtime, wrong account placed into test mode, any damage to the Company's Subscriber database, computers, or communication systems, or any economic loss, incidental, direct, and/or consequential damages (including lost profits), costs and reasonable attorney fees, incurred by the Company resulting from the improper use by Dealer of information obtained from Company pursuant to this Amendment. Dealer further warrants that it has purchased and will maintain general liability insurance with coverage limits of at least One Million Dollars (\$1,000,000) per occurrence, which insurance evidencing such coverage as required herein.
- 5. Dealer shall, at its own expense, provide computer hardware and software at Dealer's location for SCAN access. Such hardware and software shall comply with all reasonable specifications provided by Company, as may be amended from time to time. Dealer shall comply with all reasonable rules and regulations set forth previously or hereafter by Company relating to SCAN access. Dealer understands that this Amendment does not guarantee Dealer access to SCAN, including access at any particular time, and Company shall have no liability whatsoever to Dealer for any system downtime or discretionary removal of access to SCAN. Company reserves its rights to alter SCAN, Company's database, internal equipment, or means of system access, and Dealer acknowledges that it shall be Dealer's responsibility to make all necessary alterations to Dealer's systems, at Dealer's expense, to accommodate such changes.
- 6. Either Party may terminate this Amendment for any reason and at any time, with or without advance notice, upon written notice or upon oral notice followed by written confirmation to the other Party. Termination of this Amendment does not necessarily affect the remainder of the Dealer Contract, although a breach of this Amendment may be grounds for termination or other action under the Dealer Contract. Upon any termination or upon receipt of notification of termination, Dealer shall immediately cease SCAN access or access to any other Company computer systems.
- 7. The terms of the Dealer Contract between the Parties are incorporated by reference as if fully set forth herein. In the event of any irreconcilable conflict between the terms of the Dealer Contract and this Amendment, the terms of this Amendment shall control.
- 8. This Amendment is effective when signed and dated by an authorized employee of the Company and shall continue until terminated.

SCAN User: Name:	
Jsername: Password must be at least 8 characters, Contain a capital	Password:letter, a number, and a special character: [ 1 @ # \$ % & * ]
Геlephone: ()	Email:
Dealer Approval: Dealer Company Name:	
Position With Dealer Company:	
Authorized Signature:	Date:/
Do not write below this line	
ACCEPTED BY SECURITY CENTRAL: Authorized Personnel	Date:/