

ENTRE DEALER AGREEMENT



AGREEMENT Dated _____, by and between

Dealer: _____ Phone: _____

Address: _____ Fax: _____

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

and **DIGITAL MONITORING PRODUCTS, INC. located at 2500 N PARTNERSHIP BLVD, SPRINGFIELD MO, 65803**

GENERAL: These terms and conditions represent the entire agreement (hereinafter, the "Agreement") between you (hereinafter referred to as the "Dealer"), and Digital Monitoring Products Inc. ("DMP") related to and governing the sale by DMP to Dealer of the Entré software products listed in Dealer's order form and/or invoice (the "Software") for the sole purpose of resale (and not use) by Dealer to its customers (each an "End User"), other than the Entré Central Station Software ("CSS"), which shall be for Dealer's sole use (and not for resale), notwithstanding any other agreement between the Dealer and DMP. In addition to the terms of this Agreement governing the initial sale to Dealer of the Software, End User's license to and use of the Software shall be governed by the terms of a separate End User License Agreement between DMP and the End User (hereinafter the "EULA"), a copy of which shall be included with the Software as part of the installation process. This Agreement solely governs the sale of the Software to the Dealer and does not void, replace, or supplement any other agreements between DMP and the Dealer, including, but not limited to, any agreement for the sale by DMP to the Dealer of any other DMP products or software. Any different or conflicting terms or conditions set forth by the Dealer, whether in Dealer's purchase order or another communication, are expressly objected to and will not be binding on DMP unless agreed to in writing by an authorized officer of DMP. In the absence of such an agreement, commencement of performance and/or delivery shall be for Dealer's convenience only and shall not be deemed or construed to be acceptance of Dealer's terms and conditions. If a contract is not earlier formed by mutual agreement in writing, acceptance of any Software by Dealer shall be deemed acceptance of the terms and conditions stated herein. This Agreement may not be assigned, modified or canceled by Dealer without DMP'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 DMP upon breach or default by Dealer under this Agreement shall impair any such right, power or remedy of DMP, 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 Agreement 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 Agreement. Orders will become effective only when accepted by DMP. All prices, terms, discounts, and specifications are subject to change without notice. Orders will be filled at the prices that are in effect at the time of DMP's receipt of your order. Special orders for Software not normally stocked are non-cancelable and non-refundable. Shipments, deliveries, and performance of work shall at all times be subject to the approval of DMP's credit department. DMP may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or acceptable security, or upon other terms and conditions satisfactory to DMP's credit department.

TERMS: INITIAL ORDERS WILL BE SHIPPED C.O.D. (CASH, MONEY ORDER, CERTIFIED CHECK OR APPROVED CREDIT CARD ONLY) UNLESS A LINE OF CREDIT HAS BEEN PREVIOUSLY ESTABLISHED. TERMS TO CUSTOMERS WITH APPROVED CREDIT ARE 1%/10 DAYS, NET 30 DAYS. CREDIT CARD PAYMENTS WILL ONLY BE ACCEPTED AT THE TIME OF ORDER. IF A CREDIT CARD IS USED TO PAY A BALANCE DUE FOR A CUSTOMER ON APPROVED TERMS, THERE WILL BE A 3% SERVICE CHARGE ADDED TO THE AMOUNT PROCESSED. PAST DUE ACCOUNTS WILL HAVE THEIR CREDIT LINE IMMEDIATELY SUSPENDED. ORDERS SHIPPED TO PAST DUE ACCOUNTS AND ORDERS EXCEEDING CREDIT LIMIT WILL ONLY BE SHIPPED C.O.D. OR APPROVED CREDIT CARD PAYMENT IN ADVANCE. ALL AMOUNTS PAST DUE PLUS SERVICE CHARGES AND COLLECTION EXPENSES (AS DEFINED BELOW) MAY BE ADDED TO ANY C.O.D. OR CREDIT CARD PAYMENT. AMOUNT OR OTHER CHARGES, AND ACCEPTANCE AND SHIPMENT OF ANY ORDER MAY BE CONDITIONED UPON PAYMENT OF ANY SUCH AMOUNTS. DMP MAY, IN ITS SOLE DISCRETION, AT ANY TIME AND FROM TIME TO TIME CHANGE THE TERMS OF DEALER'S CREDIT, REQUIRE PAYMENT IN CASH BEFORE SHIPMENT OF ANY OR ALL OF DMP PRODUCTS ON ORDER, AND/OR REQUIRE ANTICIPATED PAYMENT OF ANY OR ALL AMOUNTS DUE OR TO BECOME DUE. IF DMP BELIEVES THAT DEALER'S ABILITY TO MAKE PAYMENTS IS OR MAY BE IMPAIRED, DMP MAY CANCEL ANY OR ALL PENDING ORDERS. DEALER SHALL RETAIN LIABILITY FOR PAYMENT FOR ANY DMP PRODUCTS ALREADY SHIPPED. CHECKS ARE ACCEPTED SUBJECT TO COLLECTION AND THE DATE OF COLLECTION SHALL BE DEEMED THE DATE OF PAYMENT.



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TAXES/FREIGHT/ CLAIMS: Unless otherwise agreed to in writing, the amount of all transportation charges and of all taxes or other charges now or hereafter imposed upon the sale, purchase, resale, delivery, manufacture, production or possession of the Software specified herein, which may be paid by DMP or for which DMP may be liable, shall be paid to DMP by Dealer in addition to the purchase price of the Software. Sales tax will be charged where applicable unless a current and valid certification of exemption of Dealer is on file at DMP. All shipments are F.O.B. DMP Plant, Springfield, Missouri. All risk of loss shall pass to Dealer upon shipment of the Software to Dealer. All claims for damage, loss or otherwise must be made within 7 days of the date of shipment. All claims for damage incurred in shipment shall be the responsibility of the carrier, and should be placed with the carrier.

RESALE OF DMP PRODUCTS/TRANSSHIPMENTS: Dealer shall not be considered the licensee of any of the Software unless Dealer purchases and licenses a copy of the Software directly from DMP under the terms of a EULA. Dealer may not resell or permit or license to third parties the use of any other Software without the prior written consent from DMP, except for sales to End Users under the terms hereof. Unauthorized resale of Software may result in termination of Dealer's rights under this Agreement. Dealer may not transship the Software or other equipment sold by DMP to other branch locations without written permission from DMP first being obtained or without a DMP Training Certification having been previously issued to that specific branch location. Dealer may not redirect the Software or other equipment sold by DMP to another Dealer without the prior written consent of DMP. Unauthorized transshipments or redirects may result in termination of this Agreement.

END USER SUPPORT SERVICES: Dealer will provide reasonable support with a certified Entré Technician to its End Users who have licensed the Software and who have purchased support services ("Support Services"). Dealer support services shall include, without limitation, assisting End Users with installation problems, general trouble shooting, responding to questions regarding the proper use of the Entré Software, screening suspected program errors prior to contacting DMP, and disseminating bug fixes and updates provided to Dealer by DMP from time to time at its sole discretion. All licenses to End User shall be deemed given by DMP under a separate EULA, and not the Dealer. Payment of required annual support fees to DMP will qualify certified Entré Technicians employed by Dealer for DMP Entré technical support. The annual Support Fee shall not be refundable by DMP to the Dealer. Dealer shall not use, duplicate or disclose any technical data delivered or disclosed by DMP to Dealer for any purpose other than to provide the Support Services unless it has obtained the written consent of DMP. Dealer acknowledges and agrees it shall not in any form export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any technical data or Software without DMP's express prior written consent.

GOVERNING LAW: DMP shall be entitled to charge and recover from Dealer all costs and expenses reasonably incurred in the collection of any amount due hereunder by Dealer, 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 Dealer (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.

EXCUSE OF PERFORMANCE: DMP shall not be liable for delays in performance or for non-performance due to acts of God, inclement weather, war, riot, fire, labor trouble (including labor shortages), unavailability of materials or components, insufficient production capacity, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond DMP's reasonable control.

NOTICE: Any notice to a party under this Agreement shall be in writing and shall be served upon the recipient by personal service, or by mailing a copy of such notice by certified mail, postage prepaid, with return receipt requested, if to DMP to: Digital Monitoring Products, Inc., 2500 N. Partnership Boulevard, Springfield, MO 65803, and if to Dealer, at the address shown above.

LIMITED WARRANTY: DMP extends no warranties to Dealer and shall have no liability to the Dealer for the Software unless Dealer licenses a copy of the Software directly from DMP under the terms of a EULA and then DMP shall only have such liability and extend such warranties to the extent provided in the EULA. DMP does offer the following limited warranty for the Software to each End User or the Dealer (if Dealer licenses the Software from DMP) under the terms of the EULA and such warranty is set forth below (any capitalized terms therein which are not defined in this Agreement shall have the meaning that is set forth in the EULA). Dealer shall notify DMP immediately if an End User notifies Dealer that the End User is making a warranty claim. Dealer shall not make any additional warranties to the End User with respect to any portion of the Software:

DMP warrants that the Software will perform substantially in accordance with any accompanying written materials and/or online documentation for a period of ninety (90) days from the date of receipt. This limited warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to End User. Any supplements, updates, plug-ins, or enhancement modules to the Software, including without limitation, any (if any) service pack or Software Update fixes provided to End User after the expiration of the warranty period are not covered by any warranty or condition, express or implied. The foregoing is the sole warranty provided



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to End User by DMP and represents the sole liability of DMP and its authorized dealers. There are no warranties, express or implied, provided to End User by the Third Party Licensor.

In the event the Software fails to meet the foregoing limited warranty within the stated warranty period, End User's exclusive remedy shall be, at DMP's sole option and upon End User's return of the defective Software, (a) the return of the price paid (if any), or (b) repair or replacement of the Software that is returned to DMP with proof of license fee(s) paid. End user will receive the remedy elected by DMP without charge, except that End User is responsible for any expenses End User may incur arising from the return of the Software to DMP (e.g. cost of shipping, handling and insurance). Any replacement Software will be warranted for the remainder of the original warranty period. Outside the United States or Canada, neither these remedies nor any support services offered by DMP are available without proof of license fee(s) paid from an authorized international source. All warranty remedies are available solely by End User contacting the Dealer. The Third Party Licensor does not warrant the Software or provide remedies for breaches of the foregoing limited warranty. The Third Party Licensor shall have no liability to End User for any claim of warranty breach or for damages of any kind arising in connection with this EULA or the Software provided hereunder, including, without limitation, direct, indirect, consequential, incidental or special damages arising from breach of warranty, breach of contract, negligence, or any other legal theory, whether in tort or contract.

DISCLAIMER OF WARRANTIES: The limited warranty that appears above is the only express warranty made to the Dealer or the End User and is provided in lieu of any other express warranties (if any) created by any documentation or packaging or by verbal representation of DMP or any of its authorized dealers. Except for the limited warranty and to the maximum extent permitted by applicable law, DMP provides the Software and Support Services (if any) AS IS AND WITH ALL FAULTS. DMP HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON- INFRINGEMENT WITH REGARD TO THE SOFTWARE, VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, AND OF LACK OF, NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES..

LICENSES: If DMP or Dealer believes that an End User of Dealer or if DMP believes Dealer is in breach of any portion of the EULA applicable to the Software, or is damaging or diminishing any rights of DMP or its Third Party Licensor (as defined in the EULA), each party shall give immediate notice of such event(s) to the other party and Dealer shall at DMP's request and reasonable expense, assist DMP in investigating the situation. If requested by DMP, Dealer shall also assist in the prosecution of such breaches, in full cooperation with DMP, through any arbitration, administrative agency or judicial court, provided that all reasonable costs and/or expenses of such prosecution thereby incurred by Dealer shall be borne by DMP. Dealer shall not settle such claims without the prior written consent of DMP.

CLAIMS: Dealer assumes all liability for, and agrees to release, indemnify and defend DMP from, any and all suits, claims of loss or liability, demands, causes of action or judgments, including attorney's fees and costs, arising from the use of the Software brought or asserted by any person, firm, corporation or business association, including but not limited to, Dealer or the End User whether or not such damages are caused or contributed to by the sole or joint negligence or fault of DMP. Dealer shall indemnify and defend DMP from any and all claims of loss or liability, including attorney's fees and costs, arising out of or connected with Dealer's use, resale and distribution, or servicing of the Software, including, but not limited to, claims related to alleged breaches of warranties, improper installation, support, maintenance, or other acts done by Dealer's personnel, and Dealer's improper performance or failure to perform its duties hereunder. Notwithstanding the foregoing, Dealer shall not be liable to indemnify or defend DMP from any claims that are related to DMP's infringement of any third party's copyright or patent rights arising from Dealer's or it's End User's purchase or use of the Software.

ENTRÉ TRAINING AND CERTIFICATION: Up to date Entré certification is required prior to Dealer purchasing any Entré Software product and in order to receive Technical Support from DMP in regard to any Software. Support Services are provided solely to individual Entré certified technicians. Dealer's technicians may become Entré certified technicians by passing prerequisite DMP hardware exams, possessing knowledge and experience in the installation of DMP hardware and by attending and passing the multi-day Entré certification class (at Dealer or technician's sole cost and expense). Once certified, each certified technician is required to annually complete and pass the on-line re-certification course and test. If the re-certification course and test are not completed and passed, then such technician is required to complete and pass the then current multi-day Entré certification course (at Dealer or technician's sole cost and expense) to become recertified. It is the Dealer's responsibility to schedule all certification courses for their individual technicians.

SUPPORT BY DMP: DMP shall provide reasonable support to Dealer to enable Dealer to provide the Support Services to End Users but DMP shall not provide the Support Services directly to the End User. Additionally, the support provided by DMP to Dealer is limited only to Dealers who are current on their Support Fee payments, have a certified technician, are running a version of the Software that is not more than two revisions back from the current version, and who insure that the host computer is loaded with an operating system version that is still in mainstream support and includes software used in combination with Entré which is updated with the latest Service Packs and security patches. DMP will distribute upgrades of the Software to Dealers who are current in the payment of the Support Fees.



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RETURN AND REPAIR POLICY: Written approval must be obtained from DMP prior to return of any Software purchased from DMP whether for replacement, credit or otherwise. A Return Merchandise Authorization (RMA) tag must accompany the returned Software. The RMA number must appear on the package and shipping charges must be prepaid. Software returned for credit must be in the original, unopened packaging. All Software returned for credit must be returned within 60 days from date of purchase with proof of purchase. A 15% restocking charge will be made on all returned Software. No Software will be accepted for credit after 60 days. Charges will be applied to all Software returned for replacement after the warranty period has expired at DMP's then prevailing rates. DMP shall not be obligated to replace any Software that has been damaged, improperly installed, altered or otherwise misused and is not obligated to replace any Software that is discontinued or obsolete. All Software must be returned to Springfield, Missouri, freight prepaid. DMP will return replacement Software to Dealer UPS Ground at DMP's expense. If for some reason Dealer desires a faster method of shipping then Dealer agrees to pay the difference in freight charges.

As an authorized representative of the applicant, I acknowledge and accept the terms and conditions of this Agreement.

_____		DIGITAL MONITORING PRODUCTS, INC.	
DEALER NAME			
_____		_____	
AUTHORIZED REPRESENTATIVE		AUTHORIZED REPRESENTATIVE	
_____		_____	
SIGNATURE	DATE	SIGNATURE	DATE

Please complete, initial page one, two, and three, and fax back to Digital Monitoring Products, Inc. at 800.743.5724.

