

NEARNET, INC.  
1515 Middle Country Road

# NEARNET TRANSMITTER DATA FORM

Tel: (631) 736-7123

Centereach, NY 11720

TRANSMITTER ID #:

COMPLETE FORM AND FAX TO (631) 698-7943. DATA WILL BE ENTERED INTO NEARNET SYSTEM MONDAY - FRIDAY, 9:00am - 4:30pm.

DEALER DATA	
DEALER NAME: _____	CONTACT PERSON: _____
ADDRESS: _____	TEL #: (____) _____ - _____ FAX #: (____) _____ - _____
CITY: _____ STATE: _____ ZIP: _____	Email _____

SUBSCRIBER DATA	DIGITAL RECEIVER DATA
NAME: _____	DIGITAL DIALER FORMAT (3x1,4x1, 4x2, OR CID): _____
ADDRESS: _____	DIGITAL RECEIVER TELEPHONE #: (____) _____ - _____
CITY: _____ STATE: _____ ZIP: _____	DIGITAL ACCOUNT #: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (4-DIGITS MAXIMUM)
TELEPHONE #: (____) _____ - _____	NOTES: _____

## SMARTSENSE SIGNAL DOWNLOAD INFORMATION (CHECK ONE COLUMN ONLY)

ALARM	TRANSMITTER	TRANSMITTER	PULSED FORMAT		CONTACT ID	
CONDITION	CHANNEL #	CODE	DEFAULT <input type="checkbox"/>	CUSTOM <input type="checkbox"/>	DEFAULT <input type="checkbox"/>	CUSTOM <input type="checkbox"/>
	1	1	1B	___	130 351	___
SMARTCHANNEL Typically FIRE		7	1C	___	110 354	___
SMARTCHANNEL Typically BURG		8	3C	___	130 355	___
		SUPV TEST FAIL*	69	___	354 000	___

\* FOR DEALER NOTIFICATION ONLY. A SUPERVISORY TEST FAIL CODE WILL BE GENERATED BY THE NEARNET SYSTEM AND SENT TO THE DIGITAL RECEIVER IF NO SUPERVISORY TEST SIGNALS WERE RECEIVED FOR THE SPECIFIED PERIOD.

DEALER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### NEARNET SUBSCRIBER AGREEMENT

**BACKUP SECURITY** - It is understood and agreed: The service provided is that of wireless, radio backup to an alarm system's telephone line based digital dialer. The SUBSCRIBER acknowledges that there are certain unavoidable limitations in providing radio signal services and such limitations are inherent with such systems. There is no guarantee, or warranty to the SUBSCRIBER that by subscribing to this service the SUBSCRIBER's security system will function as intended. This service is being provided upon the express understanding and condition that provider is not an insurer or guarantor of the performance of any security system and that it has expressly denied and disclaimed any representations or intent on the part of the provider that the service meet any specific standard for a security system. The costs of this service are based solely on the value of this service and are unrelated to the value of the SUBSCRIBER's premise. Insurance, if any, shall be obtained by SUBSCRIBER. It is recognized that radio interference may affect the transmission of a SUBSCRIBER's signal to receiving sites on occasion and that damage could occur to receiving site(s) or other related equipment that could temporarily result in the absence of service. Additionally, during routine maintenance to receiving equipment, service may be temporarily interrupted. Such routine maintenance and calibration will be performed at times which will effect the smallest number of users and will be limited to the shortest possible period of time. To this extent the SUBSCRIBER assumes and accepts such risk and the consequences of such and agrees to hold the provider, its employees, and agents harmless for all claims, lawsuits and losses which claim and/or lawsuit is brought or sustained by parties or entities other than the parties to this agreement. This provision shall apply to all claims, lawsuits or damages caused by the provider's negligent performance, whether active or passive and to all claims based upon defects in design, installation, maintenance, monitoring, operation or non-operation of the system, whether those claims be based upon negligence, active or passive, warranty, or strict product liability on the part of the provider, its agents, servants or employees.

**LIABILITY LIMITATION** - The SUBSCRIBER recognizes that there can be no guarantee that signals from the SUBSCRIBER's transmitter will result in successful downloading to the CENTRAL STATION and that provider WILL NOT HAVE ANY LIABILITY FOR ANY LOSS WHATSOEVER, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY, FLOOD, ETC. RESULTING FROM A CLAIM THAT THE NETWORK DID NOT PROVIDE WARNING. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE SPECIFIED WITHIN. IN NO CASE SHALL THE PROVIDER BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR FAULT OF EITHER OR BOTH OF THEM. In consideration of the SUBSCRIBER's assumption of risks as provided herein and the limitation of service to be provided by the provider, and the limitation of liability set forth in this agreement, the SUBSCRIBER further agrees and contracts to limit the total liability of the provider to a maximum of \$250.00 for any and all claims per SUBSCRIBER. If the SUBSCRIBER wishes the provider to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, SUBSCRIBER may obtain from the provider a limitation of liability by paying an additional monthly service charge. If SUBSCRIBER elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions and the amount of the limited liability, and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold the provider as an insurer.

**RIGHTS TO ASSIGNEES/SUBCONTRACTORS** - Provider shall have the right to assign this agreement to any other person, firm or corporation without notice to the SUBSCRIBER and shall have the further right to subcontract any installation, monitoring, network, repair service or other services which it may perform. The SUBSCRIBER acknowledges that this Agreement, and particularly those paragraphs relating to the provider's maximum liability, limit of liability, and third party indemnification, insure to the benefit of and are applicable to any assignees and/or subcontractors of the provider and they bind the SUBSCRIBER with respect to said assignees and/or subcontractors with the same force and effect as they bind the SUBSCRIBER to the provider.

**SUBSCRIBER TERMINATION** - As space on the provider's allocated frequencies is a tangible, finite asset, SUBSCRIBERS may be removed from the Network and thereby cease monthly service costs by no longer using a portion of that asset and eliminating transmitted signals from the premise ONLY. The provider shall cease billing any SUBSCRIBER upon written certification from the Alarm Dealer that the SUBSCRIBER transmitter has been disabled, and confirmation that no radio communications from the SUBSCRIBER have been received by the Network. To accomplish this, the SUBSCRIBER authorizes the Alarm Dealer and/or the provider to enter the SUBSCRIBER's premise to permanently disable the transmitter.

**SUBSCRIBER ACCEPTANCE: X**

**DATE:** \_\_\_\_\_