# VIDEO MONITORING AGREEMENT

## DEALER INFORMATION

Dealer Name | Date

## SUBSCRIBER INFORMATION

Video Account Number | Primary Digital Account Number | Subscriber Name

Address | Business Number | City | State | Zip

Location Phone number | Equipment Telephone Number

## SERVICE

Alarm Verification ☐

Dealers E Mail Address to receive video images

| Camera Id | Digital Zone | Area Covered |
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This rider is an amendment to the Alarm Monitoring Agreement (Agreement) between Subscriber, Dealer Company (Dealer) and Monitoring Partners (MP) the terms of which are incorporated herein. If a Subscriber Agreement is not in place than the Dealer shall accept these terms as a rider to the Dealer Agreement.

1. Except to the extent modified in herein, the Agreement is in full force and effect and is applicable to this Rider. In the event of a conflict between this Rider and the Agreement, the conflicting provisions of this Rider shall control. 'Video System' as defined herein, is included within the definition of 'System' as defined (as defined in the Agreement) for purposes of this Agreement.
2. The video system to be used by the Subscriber (Video System) is intended to produce and transmit to MP video images (Video System Images) of Subscribers premise (as the Video System related camera shall be located and positioned by Subscriber), along with attendant burglary digital alarm signal(s). MP makes no promise, warranty or representation that the video system will operate as intended or that either Video Images will be received or transmitted by MP.
3. Subscriber and Dealer agree that the Video System related camera will be positioned and located such that it will only produce or capture Video System Images of areas of the Subscribers premises and further agree that MP has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture. Subscriber shall be solely responsible for the Video System Images produced or captured by the Video System and Subscriber shall defend, indemnify and hold MP and Dealer harmless in connection with the use, operation, location and position of the Video System, and the Video System Images resulting therefrom, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Subscribers premise, be the sole responsibility of the Subscriber.
4. The Dealer agrees to maintain at all times, and to provide to MP an e-mail address capable of automatically receiving the Video System Images that may be transmitted to Dealer by MP. Dealer agrees to make such Video System Images promptly available to either, or, both, Subscriber and MP upon their respective request, without cost or charge to any of them. Dealer agrees to promptly pay MP, at MP's charges then in effect, for the retrieval by MP of any Video Image. MP shall have no liability for any lost, discarded or damaged Video System Images, or the quality thereof, and MP makes no promise , warranty or representation as to the length of time that it retain Video Images, or the quality thereof. Subscriber shall not request to receive any Video Images from MP.
5. Subscriber agrees that , notwithstanding any role or participation by MP in Video System and Video System Images, MP's sole and only obligation under or arising out of this Rider and the Agreement shall be to monitor the digital signals actually received by MP from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to make every reasonable as permitted by law to transmit notification of the digital alarm signal promptly to the police or other municipal authority deemed appropriate in MP's absolute discretion and to such persons Subscriber has designated in writing to MP to receive notification of such alarm condition. MP shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by MP , or any of its officers, employees, representatives, agents or contractors, in connection with the receipt, transmission, reading, interpreting, or response to any Video Image.

You agree to the Agreements and Understandings printed on the FRONT and acknowledge that YOU have read and understand them and that no changes have been made to this preprinted form. You agree that this is a Rider to the existing Monitoring Agreement and its terms and conditions. YOU agree that Monitoring Partners is not an insurer and that Monitoring Partners liability is specifically limited by the Agreements and Understandings.

Subscriber Authorized Signature | Subscriber Name (Please print) | Title | Date

Dealer Authorized Signature | Dealer Name (Please print) | Title | Date

Monitoring Partners Authorized Signature | Date

Last edited 1-1-2005