

1. Subscriber agrees that the System is to be kept in good working order by Subscriber. Subscriber further agrees that Company has no responsibility for the operation or non-operation of the System or the transmission of signals to Company's Central Station receiving equipment.

2. Subscriber agrees that this Agreement shall continue, without action by either party, extend and renew itself under the same terms and on the conditions precedent that Dealer prepay for central station monitoring services to be rendered by Company to Subscriber, and that Dealer not be in breach or default under Company's contract with Dealer. Subscriber agrees that Dealer's failure to prepay Company as aforesaid or Dealer's breach or default under Company's contract with Dealer shall permit Company, upon five (5) days written notice to Subscriber, to terminate this Agreement, and Subscriber hereby releases

Company for all general, special, incidental and consequential expense, loss and damage to Subscriber, whether due to the sole, joint or several negligence of Company, its agents, servants, employees, suppliers or subcontractors. Subscriber further agrees that Dealer is an independent contractor and not an agent of Company for any purpose whatsoever, including, but not limited to, payment for monitoring services. Therefore, Subscriber hereby waives any right to equitable relief against Company. Notwithstanding the above provision, should Subscriber obtain equitable relief against Company, Subscriber agrees to pay Company all monies claimed by Company to be due and owing to Company by Dealer for past services to Subscriber, all monies for future services to be rendered Subscriber, as well as Company's reasonable attorneys' fees and expenses in defending any action by Subscriber seeking equitable relief.

3. **SUBSCRIBER AGREES AND UNDERSTANDS: THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; THAT THE EQUIPMENT AND SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY COMPANY ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR; THAT COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUS WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT EVEN IF DUE TO THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF COMPANY OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS, OR TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE EQUIPMENT, OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE THE SYSTEM OR ANY CENTRAL STATION; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, REAL OR PERSONAL, WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, OR RESULTS FROM THE REMOTE PROGRAMMING OR MONITORING OF ANY EQUIPMENT OR SYSTEM, AND/OR THE DISPATCH OF INDIVIDUALS TO THE PREMISES, AND/OR THE FAILURE OR FAULTY OPERATION OF THE SYSTEM, EQUIPMENT OR CENTRAL STATION FACILITIES, AND/OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF COMPANY AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, AND/OR ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, AND/OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, AND/OR ANY CLAIM FOR CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00, AND THIS LIABILITY SHALL BE EXCLUSIVE.**

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER.

4. Subscriber understands that transmission of signals from the devices with which the System is equipped ("devices") and/or the System may be via radio telemetry, satellite transmission, cable or wire (telephone circuit) and that alternative or additional protection can be installed at Subscriber's request and expense. Subscriber further understands that for equipment which transmits signals via the telephone circuit there are various types of telephone line service, including direct wire, McCulloch Loop, Multiplex, etc., and the devices are not infallible and Subscriber specifically acknowledges that Company does not represent or warrant that the devices, System or the transmission of signals from the devices or the System via satellite transmission, radio telemetry, cable, or telephone line service may not be interrupted, circumvented or compromised. In addition, Subscriber understands that a digital central station communicator is a non-supervised reporting device which requires the telephone equipment, connection to the telephone network and the telephone line ("Telephone Equipment") to be compatible and operative with the System for a signal to be transmitted by the System and/or received by the central station; if the Telephone Equipment is not compatible or operative there is no indication of this fact at the central station and no signal can be received by the central station while the Telephone Equipment remains incompatible or inoperative. Subscriber further understands that satellite transmissions, radio telemetry and radio frequency transmissions may be impaired or interrupted by ground interference and/or atmospheric conditions, including, without limitation, sun spots, electrical storms, power failures or other conditions and events beyond the control of Company and that if satellite or radio transmissions are interrupted there is no indication of this fact at the central station and no signal can be received by the central station while the interruption continues.

5. Subscriber does hereby for him/herself and all parties claiming under him/her/it release and discharge Company from and against all hazards covered by insurance or bond, including all deductibles and retained limits as well as loss or damage in excess of policy limits. It is expressly understood and agreed that no insurance company, insurer, or bonding company or their successors or assigns shall have any rights created by a Loan Agreement, Loan Receipt, or other like document or procedure, or any right of subrogation against Company.

6. Subscriber agrees to indemnify, defend and hold harmless Company from and against all claims, demands, liabilities, damages, losses, expenses, including attorneys' fees and lawsuits which may be asserted against or incurred by Company by or due to any person not a party to this Agreement, including Subscriber's insurance or bonding company, for any expense, loss or damage including, but not limited to, statutory civil damages, personal injury, death and/or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or non-operation of the equipment, System or central station facilities, whether due to the sole, joint or several negligence (including gross negligence) of Company or its agents, servants, employees, suppliers, or subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity.

7. Upon termination of monitoring services for any reason, the receipt of signals from "run-away" Systems, Systems which excessively signal the Company's Central Station without apparent reason or Premises or Systems not under contract with Company, Subscriber empowers and authorizes Company to refrain from monitoring the System and/or to render the equipment incapable of communicating with its Central Station by direct or remote programming the removal or deletion of data necessary for the operation of the System or through any other means render inoperable the microprocessor or other communication device, without any liability to Subscriber, and Subscriber hereby releases Company for all general, special, incidental, exemplary, punitive and consequential expense, loss or damage to Subscriber, whether due to the sole, joint or several negligence (including gross negligence) of Company, its agents, servants, employees, suppliers or subcontractors. If Company is prohibited to remote program or to render inoperable the microprocessor or other communication device, or if, after written notice to Subscriber, Subscriber fails to disconnect the System or prevent the System from communicating with the Central Station, Subscriber agrees to pay to Company the sum of Fifty (\$50.00) Dollars for each signal from the Premises received by the Central station, as liquidated damages and not as a penalty. Further, Subscriber agrees to pay to Company all costs actually incurred by Company in any claim, suit or arbitration ("Claim") including, without limitation, actual attorneys' fees and court costs incurred by Company in connection with, arising out of or from or resulting from any Claim including, without limitation, any action at law or in equity arising out of this Section.

8. It is the sole responsibility of the Subscriber to (i) confirm that the Telephone Equipment is compatible with the System, especially when there are changes to the Telephone Equipment or services rendered to Subscriber by the telephone company, i.e., call waiting, Centrex telephone system, answering machines, etc., and (ii) test the equipment periodically, at least monthly and whenever changes are made to telephone service for the Premises. Any claimed inadequacy or failure of the equipment shall be immediately reported to Dealer.

9. In the event the System is activated for any reason whatsoever, the Subscriber agrees to pay without recourse or to reimburse Company for any fines, fees, costs, expenses, and penalties assessed against Subscriber and/or Company by any court or local, state or federal government or agency as a result thereof. Subscriber further agrees that Company, at its sole option, shall be permitted, upon five (5) days written notice to Subscriber, to terminate this Agreement if, in Company's sole opinion, Subscriber misuses or abuses the System, or the System is activated without apparent cause.

10. This Agreement becomes binding upon Company only when signed by an authorized representative of Company, who must be a Corporate Officer if any of the printed terms and conditions have been interlined, altered or substituted by other wording. This Agreement is binding on the heirs, executors, administrators, successors and assigns of the parties, and shall be governed by and construed according to the laws of the state set forth in Company's address.

11. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole option. This Agreement or any portion thereof is assignable by Company at its sole option.

12. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach, and Company's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specifically waived by Company in writing. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available under law and equity even though not expressly referred to herein.

13. (a) Non-U.L. Central Station monitoring service consists solely of the calling by telephone of third party professional agencies or the telephone number supplied by Subscriber in writing upon receipt of signals transmitted from equipment at the Premises. Subscriber agrees that Company shall have no liability for any loss, damage or expense to Subscriber including, without limitation, any general, special, incidental, exemplary, punitive or consequential damages arising out of remote programming of the Equipment or System.

(b) U.L. Central Station monitoring service consists solely of the obligations set forth in Section 13(a) hereof and responding to the Premises upon receipt of a signal from the Premises pursuant to the U.L. standards for the U.L. certification issued as of the date of commencement of monitoring service.

14. Subscriber agrees that Company's obligations hereunder are waived and released automatically without notice and without liability to Company for any general, special, incidental, exemplary, punitive or consequential expense, loss or damage to Subscriber, in case the Central Station, telephone network equipment, or facilities necessary to operate the System or Central Station are destroyed, damaged, or inoperable for any reason whatsoever, for the duration of such interruption of service.

15. Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, system, device, or property of any sort of Subscriber, Dealer, the telephone company or others. If the System transmits signals by wire (telephone circuit), Subscriber acknowledges that (a) the communication between the System at the Premises and Company's central station is via the telephone lines, (b) the telephone lines may not transmit the communication from the System, and lines may not transmit the communication from the System, and (c) Company's sole obligation under such circumstances is to notify the telephone company that the telephone line is not operating when Company receives information advising it of said problem. If the System or its devices transmits signals by radio telemetry, Subscriber understands that a radio telemetry system is a non-supervised reporting device which requires operable antennae and non interference with radio wave transmissions for a receiver/transmitter and/or central station; if there is interference of the transmissions or if the antennae are inoperative, signal can be transmitted by the devices or System and/or received by the central station while the interference and/or inoperative condition continues.

16. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

17. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by the parties to be binding on the parties.

18. The acceptance of this Agreement in writing or by course of conduct or payment by Subscriber to Dealer waives all terms and conditions contained in any purchase order, acknowledgment or contract submitted by Subscriber and Subscriber agrees that no other terms or conditions contained in any Subscriber document, unless signed by an authorized officer of Company, whether those terms or conditions be additional to, different from, or conflicting with the terms and conditions hereof, shall be deemed included herein or agreed to by Company. Neither the failure of Company to object to any communication from Subscriber, nor any performance by Company shall be deemed an acceptance of any terms or conditions which are additional to, different from, or conflicting with the terms and conditions contained herein.

19. If, at any time after the date hereof, additional services are authorized by Subscriber, all services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional services.

20. Company reserves the right to subcontract for the provision of services under this Agreement. Subscriber agrees and acknowledges that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Subscriber specifically agrees to defend, indemnify and hold harmless Company from and against all claims by any subcontractor engaged by Company.

21. Subscriber acknowledges that Company may record wire and oral communications and hereby consents and authorizes Company to so record all such communications between Company, Subscriber and/or Subscriber's agents, servants, employees and/or representatives.

22. Subscriber agrees to pay without recourse or to reimburse Company for all charges, fees, expenses, permits, etc., by any utility or local, state or federal government or agency, relating to the services provided under this Agreement.

23. Subscriber agrees that System monitoring information, notification information, and all other information used by Company to perform services under this Agreement shall be in writing only. All changes or modifications of information shall be in writing only. No oral communication shall be binding on Company.

24. If the System is Remote Programmable, Subscriber agrees that all Subscriber requests shall be in writing or, if oral, shall be recorded by Company and Subscriber hereby consents to such recording pursuant to Paragraph 21 hereof. Further, Subscriber agrees that all Remote Programmable changes or additions to service provided by the Company shall automatically be subject to the terms and conditions of this Agreement only, except that all additional charges, if any, shall be paid by Subscriber to Dealer upon receipt of invoice for same.

25. Subscriber agrees that Company shall have no responsibility for the monitoring of medical alert signals except to the extent and as defined in the Medical Alert Rider to this Agreement which must be executed by Subscriber as a condition precedent to the monitoring of medical alert signals by Company. Subscriber agrees that unless a Medical Alert Rider is executed by Subscriber, Company shall be excused from any and all liability whatsoever in connection with, arising out of or from, or resulting from receipt of any medical alert signal(s) from Subscriber or Subscriber's premises. If Subscriber executes a Medical Alert Rider, Company's liability shall be subject to paragraph three (3) hereof.

26. Subscriber acknowledges and agrees that it is Subscriber's specific intent that all medical alert signals shall be deemed by the parties to be general emergency signals (herein after "General Emergency Signals") and NOT signals denoting any medical emergency requiring Company to contact or dispatch any medical, hospital, ambulance, or other like entity, person or service (hereinafter "Medical Assistance"). Subscriber agrees that it is Subscriber's sole responsibility to (i) prepare for any medical emergency, and (ii) contact or dispatch, and/or make other arrangements to contact or dispatch, Medical Assistance if and when necessary by means other than through Company.

27. **SUBSCRIBER ACKNOWLEDGES AND AGREES THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A GENERAL EMERGENCY SIGNAL TRANSMITTED FROM EQUIPMENT AT THE PREMISES IS TO CALL BY TELEPHONE THE LOCAL POLICE DEPARTMENT OR PUBLIC EMERGENCY RESPONSE AGENCY RESPONSIBLE FOR THE MUNICIPALITY IN WHICH THE PREMISES IS LOCATED. SUBSCRIBER UNDERSTANDS AND AGREES THAT COMPANY SHALL NOT UNDER ANY CIRCUMSTANCES CONTACT OR DISPATCH MEDICAL ASSISTANCE FOR SUBSCRIBER OR THE PREMISES AND COMPANY IS HEREBY RELEASED FROM ANY AND ALL CLAIMS, SUITS, ACTIONS AND DEMANDS WHATSOEVER IN LAW OR EQUITY WHICH SUBSCRIBER, OR ANYONE CLAIMING THROUGH SUBSCRIBER, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY BASED UPON OR IN ANY WAY ARISING OUT OF COMPANY'S FAILURE TO CONTACT OR DISPATCH MEDICAL ASSISTANCE.]**