

SECURITY MONITORING AGREEMENT

1. Subscriber has entered into a written contract with the Installing Alarm Company hereinafter referred to as the "Installer," for the installation, service and monitoring of a security system at Subscriber's premises, and Subscriber designates Installer as its exclusive agent to deal with NATIONWIDE DIGITAL MONITORING. The Installer has selected NATIONWIDE DIGITAL MONITORING, (hereinafter referred to as "Central Office") to monitor the security system.
2. Central Office shall monitor signals received by Central Office from the security equipment installed at Subscriber's premises. Upon receipt of a signal designated on page one of this agreement indicating that an alarm condition exists, Central Office shall make every reasonable effort to notify the police, fire or other municipal authority deemed appropriate in Central Office's absolute discretion, and such other persons Subscriber has requested receive notification of such alarm condition. . All notifications by Central Office shall be by telephonic communication. Should the Central Office receive a signal that has not been designated on page one of this agreement the Central Office will not be required to take any action
3. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of Central Office and are not maintained by Central Office and, therefore, Central Office shall not be responsible for any failure which prevents transmission signals from reaching the Central Office monitoring center or damages arising there from.
4. Subscriber agrees to furnish Central Office with a written list of names and telephone numbers of those persons Subscriber wishes Central Office to notify of alarm signals. Subscriber and Installer shall provide the Central office with all permits and licenses necessary to dispatch alarm signals to any municipal authority. All changes and revisions shall be supplied to Central Office in writing or by electronic transmittal, signed by Installer, who shall be deemed Subscriber's agent for all purposes of this agreement. Subscriber irrevocably appoints Installer as its exclusive agent for all purposes of this agreement.
5. Subscriber acknowledges that Central Office is not related to or part of the Installer company. None of the equipment installed at Subscriber's premises is the property of Central Office and Central Office has made no representation, warranties or agreements regarding the equipment, nor has Central Office participated in the installation of the security equipment. Central Office has no responsibility for the condition or operation of the security equipment and Central Office is not responsible for the maintenance, service or repair of said security equipment. Central Office shall not be liable or responsible for equipment failure, which prevents signals from reaching Central Office.
6. Subscriber acknowledges that Central Office is being paid for its monitoring service by the Installer and not by the Subscriber. In the event Central Office does not receive payment when due, for any reason, Central Office shall be permitted to terminate this agreement and discontinue monitoring Subscriber's security system upon giving Subscriber ten (10) days notice of termination or contract directly with Subscriber for security monitoring and service. Central Office shall be permitted to terminate this agreement at any time and for any reason by giving Subscriber and Installer ten (10) days written or recorded telephonic notice. In the event Central Office terminates this agreement for any reason other than nonpayment, Central Office agrees to refund monitoring fees received for any period subsequent to the termination of Central Office's monitoring services. This agreement and Central Office's monitoring services shall terminate on the date fixed in Central Office's notice of termination. Upon such termination Central Office and Subscriber agree and hereby do release each other from any and all liability whatsoever, including negligence to any degree of the parties, arising out of this agreement, the relation of the parties or Central Office monitoring services, except that the Subscriber shall be liable to Central Office for all monitoring charges and agrees to pay 25 cents per signal after notice of termination is sent if Subscriber's alarm signals continue to be received by Central Office. Subscriber shall be liable to Central Office for expenses incurred by Central Office in connection with excessive incoming alarm transmissions (runaway communicators) transmitted from Subscriber's location to Central Office, for which subscriber agrees to pay 25 cents per call, together with Central Office's legal fees to terminate the transmissions from Subscriber's location or recover any liability owed by Subscriber to Central Office. Central Office's notice of termination shall be by recorded telephonic notice or in writing and sent by regular first class mail or telefax to Subscriber and Installer. Subscriber authorizes and shall not deny the Central Office or Installer access the control panel to input or delete data and programming and agrees to pay all charges and fees for any changes deemed necessary by the Central Office. Should the Subscriber's alarm signals interfere with normal Central Office operations, the Central Office may terminate monitoring without notice and the Subscriber shall be liable to the Central office for any fees required to block the transmissions. No refunds will be made to any subscriber account terminated by a blocking action. If upon repair of the offending system the subscriber wishes to re-establish monitoring with the Central Office the Subscriber shall be liable for all fees required to unblock the Subscriber's system.
7. If for any reason, including but not limited to, Central Office's equipment failure, Central Office is unable to provide its monitoring services, Central Office, in its sole discretion, shall be permitted to suspend its monitoring services at any time, and without notice to Subscriber and Installer. In the event Central Office in its sole discretion determines it will not be able to resume its monitoring service within 24 hours, Central Office agrees to notify Installer by recorded telephonic notice or in writing that monitoring services have been suspended. There shall be no refund, offset or deduction in Central Office's monitoring fees for suspended service provided suspended service does not exceed ten days. Central Office will make pro rata refund to Installer for any period in excess of ten days.
8. In the event Subscriber's contract with the Installer is terminated, this contract and Central Office's monitoring services shall automatically terminate. Notice that the contract between Subscriber and Installer has terminated shall be given by Installer. Upon termination the Subscriber will ensure that the communication device has been properly disconnected from the Central Office. The programming information contained within the communication device shall remain the property of the Central Office. In the event monitoring is terminated for any reason Central Office shall have the right to disregard signals and take whatever legal procedures that may be necessary to remove or erase the programming to prevent signals from being transmitted to Central Office. Subscriber and Installer shall be liable for all monitoring charges and agrees to pay 25 cents per signal until the Central Office no longer receives signals from the Subscriber's location.
9. Installer agrees that Central Office shall monitor Subscriber's security system for a minimum of one year and from month to month thereafter. Subsequent to one year, Installer or Central Office may terminate this agreement by giving the other parties 30 days recorded telephonic or written notice. In the event of such termination by Installer, Central Office shall not be required to return any money received for its monitoring services; such termination shall not affect Installer's Contract with Subscriber.
10. Medical Alert: If medical alert is specified under the schedule of installation as a service to be provided, upon receipt of a medical alert signal, Central Office or its subcontractor, shall, as soon as may be practicable, make every reasonable effort to notify by telephone those persons designated by Subscriber or the appropriate municipal police or fire department providing emergency medical response. Subscriber acknowledges that Central Office provides no response to a medical alert signal except notification to the appropriate party, and that the provisions of this agreement exculpating and limiting Central Office's liability are fully applicable to the medical alert service.
11. Subscriber agrees that Central Office and the Installing Alarm Company are not insurers and that no insurance coverage is offered herein. Payments by Subscriber are for a security system and monitoring designed to reduce certain risks of loss, though there are no guarantees that the security system or monitoring will reduce such risks or that no loss will occur. Central Office and the installing company are not assuming responsibility and therefore they shall not be liable to Subscriber for any loss or damage suffered by Subscriber as a result of burglary, hold-up, fire, smoke, equipment failure, failure of Central Office or municipal authority to respond to signals, or any other cause whatsoever, regardless whether such loss or damage or personal injury was caused by or contributed to by Central Office or the installing company's negligent performance or failure to perform any obligations.
12. Subscriber agrees that the security system and monitoring service are not designed or guaranteed to prevent loss by burglary, hold-up, fire, illegal acts of third parties or any other loss. If, notwithstanding the terms of this agreement there should arise any liability on the part of Central Office or the Installing Alarm Company as a result of their negligence to any degree or failure to perform any obligation or strict products liability, such liability shall be limited to \$250. If Subscriber wishes to increase the limitation of liability, Subscriber may, as of right, by entering into a supplemental agreement, obtain a higher limit by paying an additional amount consonant with the increase in liability.
13. The parties agree that in the event Subscriber suffers damages as a result of Central Office's negligence to any degree or failure to perform any obligation, or strict products liability it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of the Central Office, Subscriber agrees to accept \$250.00 as liquidated damages in complete satisfaction, discharge and release of Central Office's liability.
14. The Subscriber shall maintain a policy of public liability, property damage, burglary and theft and fire insurance under which Central Office and the Subscriber are named as insured, and under which the insurer agrees to indemnify and hold Central Office harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by Central Office's negligent performance or its failure to perform any obligation. The minimum liability insurance shall be one million dollars for any injury or death, and property damage, burglary and theft and fire coverage in an amount necessary to indemnify Subscriber for property on its premises. Central Office shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.
15. Subscriber and Installing Alarm Company agree to indemnify and hold Central Office harmless, including reasonable attorneys' fees, from and against all claims, lawsuits and losses alleged to be caused by Central Office's negligent performance to any degree or failure to perform under this agreement. The parties agree that there are no third party beneficiaries of this agreement. Subscriber and Installer on their behalf and any insurance carrier waive any right of subrogation Installer's or Subscriber's insurance carrier may otherwise have against Central Office arising out of this agreement or the relation of the parties hereto. If guard response is a designated service to be provided, or required by a UL certificate issued by Central Office, upon receipt of an alarm signal, the Central Office or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. If provided with keys to the premises, the guard shall endeavor to secure the premises and reset the alarm system. However, Subscriber acknowledges that the guard is not required to enter the premises unless provided with keys, or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after his initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and effect repairs, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the security system and put same in working order. If Subscriber requests the Central Office to station its guard at the premises for more than 30 minutes, and the Central Office has sufficient personnel to provide such service, and Central Office makes no such representations that its personnel will be available, then Subscriber agrees to pay Central Office \$65.00 per hour plus tax for such service. Subscriber agrees to confirm the request to the Central Office to provide extended guard service by sending a telegram or telefax to the company at the time request is made and company is authorized to ignore any request not confirmed within 15 minutes by telegram by Western Union or telefax.
16. This agreement cannot be assigned by Subscriber without Central Office's prior written approval. Central Office shall be permitted to assign this contract to another security monitoring company and shall be relieved of further obligations under this contract upon such assignment.
17. This agreement shall be governed by the laws of the State of New York. The parties agree that the courts of New York shall have exclusive jurisdiction over the parties hereto regarding any dispute between them and Installer and Subscriber submits to the jurisdiction of New York. The parties waive trial by jury in any action between them. Any action by Subscriber against Central Office must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against Central Office must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against Central Office in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Any action or dispute between the parties, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by the National Arbitration Association, under its Commercial Arbitration Rules, www.natarb.com.
18. This agreement is binding on Central Office only after signed by an officer of Central Office. In any action between the parties the Subscriber and/or Installing Alarm Company shall be jointly and severally responsible for Central Office's legal fees.
19. This agreement contains the full understanding of the parties and may not be amended, modified or canceled except in writing signed by the parties. Should any provisions of this agreement be deemed void, all other provisions will remain in effect, except that in the event Central Office issues a UL Certificate to Subscriber or provides fire alarm monitoring, Central Office will comply with Underwriters Laboratory, Inc. and the Fire Department of the City of New York or any other local law requirements regarding items of protection provided for in this agreement.