

ALARM 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 an alarm system at Subscriber's premises. The Installer has selected **U.S.A. CENTRAL STATION ALARM CORPORATION** (hereinafter referred to as "U.S.A." or "Central Office") to monitor the alarm system.

2. U.S.A. shall monitor signals received by U.S.A. from the alarm equipment installed at Subscriber's premises. Upon receipt of a signal indicating that an alarm condition exists, U.S.A. shall make every reasonable effort to notify the police, fire or other municipal authority deemed appropriate in U.S.A.'s absolute discretion, and such other persons Subscriber has requested receive notification of such alarm condition. All notifications by U.S.A. shall be by telephonic communication.

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 U.S.A. and are not maintained by U.S.A. and, therefore, U.S.A. shall not be responsible for any equipment failure which prevents transmission signals from reaching U.S.A. monitoring center or damages arising therefrom.

4. Subscriber agrees to furnish U.S.A. with a written list of names and telephone numbers of those persons Subscriber wishes U.S.A. to notify of alarm signals. All changes and revisions shall be supplied to U.S.A. in writing, signed by Subscriber.

5. Subscriber acknowledges that U.S.A. is not related to or part of the Installer company. None of the equipment installed at Subscriber's premises is the property of U.S.A. and U.S.A. has made no representation, warranties or agreements regarding the equipment, nor has U.S.A. participated in the installation of the alarm equipment. U.S.A. has no responsibility for the condition or operation of the alarm equipment and U.S.A. is not responsible for the maintenance, service or repair of said alarm equipment. U.S.A. shall not be liable or responsible for equipment failure which prevents signals from reaching U.S.A.

6. Subscriber acknowledges that U.S.A. is being paid for its monitoring service by the Installer and not by the Subscriber. In the event U.S.A. does not receive payment when due, for any reason, U.S.A. shall be permitted to terminate this agreement and discontinue monitoring Subscriber's alarm system upon giving Subscriber ten (10) days notice of termination.

U.S.A. shall be permitted to terminate this agreement at any time and for any reason by giving Subscriber and Installer ten (10) days written notice. In the event U.S.A. terminates this agreement for any reason other than nonpayment, U.S.A. agrees to refund monitoring fees received for any period subsequent to the termination of U.S.A.'s monitoring services.

This agreement and U.S.A.'s monitoring services shall terminate on the date fixed in U.S.A.'s notice of termination. Upon such termination all parties to this agreement agree and hereby do release each other from any and all liability whatsoever, including negligence or gross negligence of the parties, arising out of this agreement, the relation of the parties or U.S.A. monitoring services, except that the Subscriber shall be liable to U.S.A. for all monitoring charges after notice of termination is sent if Subscriber's alarm signals continue to be received by U.S.A. Subscriber shall be liable to U.S.A. for expenses incurred by U.S.A. in connection with excessive incoming alarm transmissions (runaway communicators) transmitted from Subscriber's location to U.S.A., together with U.S.A.'s legal fees to terminate the transmissions from Subscriber's location or recover any liability owed by Subscriber to U.S.A.

U.S.A.'s notice of termination shall be given in writing and sent by regular first class mail to Subscriber and Installer.

Subscriber authorizes U.S.A. or Installer to access the control panel to input or delete data and programming.

7. If for any reason, including but not limited to, U.S.A.'s equipment failure, U.S.A. is unable to provide its monitoring services, U.S.A., 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 U.S.A. in its sole discretion determines it will not be able to resume its monitoring service within 24 hours, U.S.A. agrees to notify Subscriber and Installer by telephone and in writing that monitoring services have been suspended. There shall be no refund, offset or deduction in U.S.A.'s monitoring fees for suspended service provided suspended service does not exceed ten (10) days. U.S.A. will make pro rata refund to Installer for any period in excess of ten (10) days.

8. In the event Subscriber's contract with the Installer is terminated, this contract and U.S.A.'s monitoring services shall automatically terminate. Notice that the contract between Subscriber and Installer has terminated shall be given by either Subscriber or Installer. The programming information contained within the communication device shall remain the property of U.S.A. In the event monitoring is terminated for any reason U.S.A. 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 U.S.A. Subscriber shall be liable for all monitoring charges until U.S.A. no longer receives signals from the Subscriber's location.

9. Subscriber and Installer agree that U.S.A. shall monitor Subscriber's alarm for a minimum of one year and from month to month thereafter. Subsequent to one year, any party to this agreement may terminate this agreement by giving the other parties 30 days written notice. In the event of such termination by Subscriber or Installer, U.S.A. shall not be required to return any money received for its monitoring services.

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, U.S.A. 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 U.S.A. provides no response to a medical alert signal except notification to the appropriate party, and that the provisions of this agreement exculpating and limiting U.S.A.'s liability are fully applicable to the medical alert service.

11. Subscriber agrees that U.S.A. and the installing alarm company are not insurers and that no insurance coverage is offered herein. Payments by Subscriber are for an alarm system and monitoring designed to reduce certain risks of loss, though there are no guarantees that the alarm system or monitoring will reduce such risks or that no loss will occur. U.S.A. 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 U.S.A. or municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury was caused by or contributed to by U.S.A. or the installing company's negligent performance or failure to perform any obligations.

12. Subscriber agrees that the alarm 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 U.S.A. or the installing alarm company as a result of their negligence to any degree or failure to perform any obligation, 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 U.S.A.'s negligence to any degree or failure to perform any obligation, 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 U.S.A., Subscriber agrees to accept \$250.00 as liquidated damages in complete satisfaction, discharge and release of U.S.A.'s liability.

14. The Subscriber shall maintain a policy of public liability, property damage, burglary and theft and fire insurance under which U.S.A. and the Subscriber are named as insureds, and under which the insurer agrees to indemnify and hold U.S.A. 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 U.S.A.'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. U.S.A. 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 U.S.A. harmless, including reasonable attorneys' fees, from and against all claims, lawsuits and losses alleged to be caused by U.S.A.'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 U.S.A. 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 U.S.A., upon receipt of an alarm signal, U.S.A. or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. The guard shall wait up to 15 minutes for the municipal police department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises, the guard shall endeavor to secure the premises and repair 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 alarm 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 repair the alarm system and put same in working order. If Subscriber requests U.S.A. to station its guard at the premises for more than 30 minutes, and U.S.A. has sufficient personnel to provide such service, and U.S.A. makes no such representations that its personnel will be available, then Subscriber agrees to pay U.S.A. \$50.00 per hour plus tax for such service. Subscriber agrees to confirm the request to U.S.A. 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 U.S.A.'s prior written approval. U.S.A. shall be permitted to assign this contract to another alarm 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 _____. The parties agree that the courts of _____ shall have exclusive jurisdiction over the parties hereto regarding any dispute between them and Installer and Subscriber submits to the jurisdiction of _____ and consents that service of process shall be made by certified mail, return receipt requested. The parties waive trial by jury in any action between them. Any action by Subscriber against U.S.A. must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against U.S.A. must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against U.S.A. 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.

18. This agreement is binding on U.S.A. only after signed by an officer of U.S.A.

19. This agreement contains the full understanding of the parties and can be modified only by writing signed by the parties.

By Checking This Box I Agree To The Terms And Conditions Listed Above