

SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS

This agreement is made by and between EMERGENCY TWENTY FOUR, INC., hereafter known as "EM24," the SUBSCRIBER and the SUBSCRIBER's ALARM or INSTALLATION COMPANY, hereafter known as "ALARM CO." The SUBSCRIBER and ALARM CO. are identified by name below.

IT IS THEREFORE AGREED for in consideration of such agreement that:

1. The SUBSCRIBER will set the alarm system for the protection required.
2. The local protective system at SUBSCRIBER's premises is not the property of EM24 and said system is to be kept in working order by SUBSCRIBER and/or ALARM CO.. EM24 cannot be responsible at any time for the system's working condition or any failure of same and therefore the sole duty of EM24 is to maintain in working order its Monitoring Receiving Facility.
3. EM24, upon receipt of a signal from a SUBSCRIBER's premises, shall make every reasonable effort to transmit notification of the alarm to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the SUBSCRIBER DATA SHEET (and/or subscriber data received by EM24 from SUBSCRIBER's ALARM CO. or SUBSCRIBER, from time to time) unless there is cause to assume that an emergency condition does not exist. EM24 accepts changes to current subscriber information with proper identification and passcode(s) from the ALARM CO. or its representative(s), and the SUBSCRIBER or the SUBSCRIBER's representative(s). EM24 accepts new subscriber data or changes to subscriber monitoring data via: written documents; facsimile documents; proprietary interactive software data exchanges; Internet software data exchanges; email; and verbal telephone communication.
4. It is the responsibility of the SUBSCRIBER's ALARM CO. to ensure that the service and the notifications entered on the SUBSCRIBER's DATA SHEET and related ADDENDA forms are proper and correct and that this form is signed by the SUBSCRIBER.
5. SUBSCRIBER, ALARM CO. and EM24 acknowledge and agree that they are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the SUBSCRIBER's system. If such governmental agencies, now or in the future require physical or visual verification or multi-call telephone verification (e.g., enhanced-call verification) of an emergency condition before responding to a request for assistance, SUBSCRIBER agrees to comply with such requirements. EM24 may modify or discontinue any particular response service or notification procedures due to governmental or insurance requirements by giving the ALARM CO. written notice. The ALARM CO. is responsible for notifying the SUBSCRIBER of any change in monitoring and alarm response.
6. SUBSCRIBER agrees to obtain at SUBSCRIBER's expense all permits and licenses necessary for the alarm system(s), and pay any false alarm assessments, taxes, fees or charges related to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization with authority over the SUBSCRIBER's system.
7. SUBSCRIBER consents to the tape recording of all telephonic communications between SUBSCRIBER and EM24's Monitoring Receiving Facility.
8. This agreement shall continue for as long as the SUBSCRIBER's ALARM CO. contracts with EM24 for the performance of monitoring services for the SUBSCRIBER. In the event that the SUBSCRIBER's ALARM CO. fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EM24 will give the SUBSCRIBER at least 15 days notice of termination of such services and, upon giving such notice, this agreement and all of EM24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EM24 and the SUBSCRIBER's ALARM CO. and neither party hereto shall have any claim against the other.
9. That this agreement may be canceled without previous notice, at the option of EM24, in the event EM24's Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EM24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed. That this agreement may be cancelled by EM24 at any time, upon a ten (10) day written notice, if false alarms and/or "runaway" signals continue to occur.
10. EM24 shall not be liable for any loss or damage caused by defects or deficiencies in the local protective equipment or protection strategy nor shall EM24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EM24.
11. EM24 shall not be obligated to perform any monitoring service hereunder during any time when its or the SUBSCRIBER's telephone, radio, Internet, or any other communications channel service and/or equipment shall not be working or fails to transmit alarm signals as intended. The use of an autotest or regular testing of the SUBSCRIBER's local protective system is recommended, however successful testing is not a guarantee that the communications channel will perform as intended every time.
12. This agreement is made and shall be governed by the laws of the State of Illinois. Both EM24 and SUBSCRIBER agree that no lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more

than one (1) year after the incident giving rise to the claim occurred. In addition, any such legal proceeding shall not be heard before a jury. EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL.

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13. LIMITATION OF LIABILITY; THIRD PARTY INDEMNIFICATION. It is agreed that EM24 is not an insurer and that it is not the intention of the parties that EM24 assume responsibility for any loss occasioned by misfeasance or negligence in the performance or non-performance of the services under this Agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause or any liability on the part of EM24 by virtue of this Agreement or because of the relation hereby established. If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of EM24 by virtue of this Agreement or because of the relation hereby established, whether due to a breach of this Agreement, the negligence of EM24, or otherwise, such liability is and shall be limited to and fixed at the sum of five hundred dollars (\$500.00). Such limit of liability is not a penalty and this limited liability shall be complete and exclusive. That in the event SUBSCRIBER desires EM24 to assume greater liability for the performance of its services hereunder, a choice is hereby given to obtain a higher limitation of liability by paying a periodic extra charge and a rider shall be attached to this Agreement setting forth the amount of the additional limited liability of EM24 and the additional charge(s). That the rider and additional obligation exist shall in no way be interpreted to hold EM24 as an insurer. If anyone other than SUBSCRIBER asks EM24 to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the monitoring services, (ii) EM24's negligence, (iii) any other improper or careless activity of EM24 in providing the services or (iv) a claim for indemnification or contribution, SUBSCRIBER will repay to EM24 (a) any amount which a court orders EM24 to pay or which EM24 reasonably agrees to pay, and (b) the amount of EM24's reasonable attorney's fees and any other losses and costs that EM24 may pay in connection with the harm or damages.

14. SUBSCRIBER hereby releases discharges and agrees to hold EM24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or SUBSCRIBER's ALARM CO., agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or the SUBSCRIBER's ALARM CO.. SUBSCRIBER agrees to indemnify EM24 against, defend and hold EM24 harmless from any claims for subrogation which may be brought against EM24 by any insurer or insurance company or its agents or assigns, including payment of all damages, expenses, costs and attorneys fees.

15. EM24 HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS THAT ITS SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS WHICH MONITORING MIGHT ALLEVIATE OR MITIGATE. EM24 DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT: (A) EM24 HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED; AND (B) SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; AND ASSUMES ALL RISK OF INJURY (INCLUDING PERSONAL INJURY OR DEATH) TO PERSONS USING OR ON THE PREMISES. EM24 MAKES NO REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF ITS RESPONSE. SUBSCRIBER AGREES THAT EM24 HAS NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM OR SERVICES BEING USED. SUBSCRIBER ACKNOWLEDGES THAT: (A) SUBSCRIBER SHOULD OBTAIN INSURANCE FOR THE PROTECTION OF THE PREMISE, ITS CONTENTS, THE SUBSCRIBER(S) AND ANY OTHERS WHO MAY OCCUPY THE PREMISE AND/OR USE THE SYSTEM AND SERVICES, (B) SUBSCRIBER HAS READ AND UNDERSTOOD ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 13 AND 14 WHICH SET FORTH EM24'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS, INJURY OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

16. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS must be signed by all three parties. No verbal agreements shall alter the terms of this Agreement. Your signature acknowledges that you agree to the terms set forth in the above Agreement and that you have been provided with a copy of this Agreement.

17. Should there arise a conflict of terms or conditions between this agreement and a purchase order, it is agreed that this contract shall be supreme and binding.

18. SUBSCRIBER acknowledges and agrees that this Agreement shall be binding upon SUBSCRIBER upon either: (1) SUBSCRIBER's receipt of a signed copy of this Agreement, or (2) EM24 begins monitoring service. SUBSCRIBER acknowledges and agrees that SUBSCRIBER may not receive a copy of this Agreement signed by EM24 and such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

SUBJECT TO THE SUBSCRIBER DATA ON PAGE ONE AND THE TERMS AND CONDITIONS ON THIS PAGE AND THE REVERSE SIDE OF THIS PAGE.

* Subscriber (print) _____ executed this _____ day of _____, 20____

* By (sign) _____ Title _____

Subscriber's Alarm Company _____

By (sign) _____ **Bard Holbrook** Title _____

Emergency Twenty Four, Inc.

By (sign) _____ Title _____