

# ALARM MONITORING SERVICE AGREEMENT

LYDIA SECURITY MONITORING, INC.  
DBA CENTRAL OFFICE PROCESSING SERVICES

THIS IS AN AGREEMENT BETWEEN YOU ("SUBSCRIBER"), AND COPS MONITORING ("COMPANY") FOR THE PURPOSE OF PROVIDING ALARM MONITORING OF THE SECURITY SYSTEM AT THE ADDRESS SUPPLIED BY SUBSCRIBER.

- 1. TERMINATION.** COMPANY MAY SUSPEND MONITORING SERVICES OR TERMINATE THIS AGREEMENT AT ANY TIME UPON MAILING WRITTEN NOTICE TO YOU FIVE (5) DAYS BEFORE THE SUSPENSION OR TERMINATION DATE.
- 2. DISCLAIMER/LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE:**  
THAT NEITHER COMPANY NOR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY, YOUR EMPLOYEES AND OTHERS WHO MAY BE ON YOUR PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY DAMAGE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE, COST AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR VIDEO IMAGE, OR OPERATE ANY MONITORING FACILITY.  
YOU FURTHER UNDERSTAND AND AGREE: THAT SHOULD THERE ARISE ANY LIABILITY ON PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES.  
IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING A CHARGE FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS CHARGE OR ANY HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.
- 3. TRANSMISSION OF DATA VIDEO OR VOICE.** YOU ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS A NON-SUPERVISED REPORTING DEVICE. IF THE TRANSMISSION MEDIUM FOR DELIVERY OF DATA, VIDEO IMAGES OR VOICE OR OTHER AUDIO COMMUNICATIONS FROM YOUR SYSTEM TO THE MONITORING FACILITY IS INCOMPATIBLE WITH THE SYSTEM OR IS INOPERATIVE, CIRCUMVENTED, COMPROMISED OR INTERRUPTED BY NATURAL OR HUMAN CAUSES INCLUDING, WITHOUT LIMITATION, THE CUTTING OF THE TELEPHONE LINE, RADIO TRANSMISSION INTERFERENCE, POWER LINE SURGES OR OUTAGES, INTERNET OR BROADBAND PROBLEMS AND INTERNET OR BROADBAND PROVIDER PROBLEMS, THERE IS NO INDICATION OF THIS FACT AT THE MONITORING FACILITY. FURTHER, YOU UNDERSTAND THAT (i) A VIDEO SYSTEM ENABLES COMPANY TO VIEW YOUR PREMISES ("PREMISES"), AND (ii) A TWO-WAY VOICE SYSTEM ENABLES COMPANY TO "LISTEN-IN" TO YOUR PREMISES. YOU AUTHORIZE AND CONSENT TO COMPANY VIEWING YOUR PREMISES AND THE AREA OUTSIDE OF YOUR PREMISES AND LISTENING-IN AND RELEASE COMPANY AND REPRESENTATIVES FOR ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES DUE TO COMPANY VIEWING YOUR PREMISES AND THE AREA OUTSIDE OF YOUR PREMISES AND LISTENING-IN TO YOUR PREMISES.
- 4. RELEASE OF INSURED LOSSES AND WAIVER OF SUBROGATION.** YOU HEREBY WAIVE ANY RIGHTS YOUR INSURANCE COMPANY MAY HAVE TO BE REIMBURSED BY COMPANY OR REPRESENTATIVES FOR MONEY PAID TO YOU OR ON YOUR BEHALF YOU HEREBY RELEASE COMPANY AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES WHICH ARE INSURED.
- 5. INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (i) BREACH OF

**CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (ii) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (iii) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING FACILITY, (iv) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (v) PRODUCT OR STRICT LIABILITY, OR (vi) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.**

6. **SUSPENSION OF SERVICE.** SHOULD THERE BE A TERMINATION OR SUSPENSION OF THE CONTRACT BETWEEN DEALER AND COMPANY, OR UPON TERMINATION OR SUSPENSION OF MONITORING SERVICES FOR ANY REASON UNDER COMPANY'S CONTRACT WITH DEALER, OR IF THE SYSTEM EXCESSIVELY SENDS VIDEO IMAGES OR SIGNALS TO COMPANY'S MONITORING FACILITY, YOU UNCONDITIONALLY AND IRREVOCABLY AUTHORIZE COMPANY TO, WITHOUT LIMITATION, CONCURRENTLY OR CONSECUTIVELY, DO ANY ONE OR MORE OF THE FOLLOWING: IGNORE ALL VIDEO IMAGES AND SIGNALS RECEIVED FROM THE SYSTEM, DISCONNECT THE SYSTEM, OR RENDER THE SYSTEM INCAPABLE OF SIGNALING LOCALLY OR COMMUNICATING WITH THE MONITORING FACILITY BY DELETION OR MODIFICATION OF DATA NECESSARY TO OPERATE THE SYSTEM AND COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU. YOU AGREE THAT COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE AND YOU RELEASE COMPANY FOR ALL LOSS, DAMAGE AND EXPENSE IN THE EVENT THE MONITORING FACILITY, EQUIPMENT OR FACILITIES NECESSARY TO OPERATE THE SYSTEM OR MONITORING FACILITY ARE INTERRUPTED, CIRCUMVENTED, COMPROMISED, DESTROYED, DAMAGED, INOPERABLE OR MALFUNCTION (COLLECTIVELY, AN "INTERRUPTION") FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, COMPANY'S SOLE, JOINT OR SEVERAL NEGLIGENCE, FOR THE DURATION OF SUCH INTERRUPTION OF SERVICE.
7. **FALSE ALARMS.** IN THE EVENT THE SYSTEM IS ACTIVATED FOR ANY REASON WHATSOEVER, YOU SHALL PAY, WITHOUT ANY RIGHT TO BE REIMBURSED BY COMPANY ALL FINES, FEES, COSTS, EXPENSES AND PENALTIES ASSESSED AGAINST YOU OR COMPANY BY ANY COURT OR GOVERNMENTAL AGENCY.
8. **BINDING AGREEMENT.** THIS AGREEMENT BECOMES BINDING UPON COMPANY ONLY (i) WHEN SIGNED BY AN AUTHORIZED REPRESENTATIVE OF COMPANY, WHO MUST BE A CORPORATE OFFICER IF (A) THERE ARE ANY ADDITIONS TO THE AGREEMENT, OR (B) ANY OF THE PRINTED TERMS AND CONDITIONS HAVE BEEN ALTERED, DELETED OR SUBSTITUTED BY OTHER WORDING, OR (ii) UPON COMMENCEMENT OF SERVICES. PROVIDED, HOWEVER, IN SUCH EVENT CLAUSE (ii) APPLIES, YOU AGREE THAT (X) ANY AND ALL MODIFICATIONS TO THIS AGREEMENT BY YOU ARE DEEMED REJECTED BY COMPANY, AND (Y) THE ONLY TERMS AND CONDITIONS APPLICABLE TO THE SERVICES PROVIDES TO OR FOR YOU ARE SET FORTH IN THE UNMODIFIED AGREEMENT.
9. **APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF NEW JERSEY.
10. **TYPE AND PLACE OF SUIT.** YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY AGREE THAT ALL CLAIMS, ACTIONS OR PROCEEDINGS ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF THIS AGREEMENT OR THE SERVICES (A "SUIT") SHALL BE LIMITED TO BREACH OF THIS AGREEMENT ONLY (ALL OTHER TYPES OF CLAIMS BEING HEREBY WAIVED AND COMPANY AND REPRESENTATIVES BEING HEREBY RELEASED) BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN THE DISTRICT OR COUNTY WHERE COMPANY'S MONITORING FACILITY IS LOCATED AND YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THESE COURTS.
11. **SERVICE OF PROCESS.** YOU AND COMPANY EACH AUTHORIZE AND CONSENT TO SERVICE OF PROCESS BY U.S. MAIL, CERTIFIED, RETURN RECEIPT REQUESTED, OR NATIONAL OVERNIGHT COURIER SERVICE (WITH CONFIRMATION OF RECEIPT).
12. **WAIVER OF TRIAL BY JURY.** YOU AND COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.
13. **CONTRACTUAL LIMITATION OF ACTIONS.** ALL SUITS AGAINST COMPANY OR REPRESENTATIVES MUST BE COMMENCED IN COURT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, WITHOUT JUDICIAL EXTENSION OF TIME, OR SAID SUIT IS BARRED. THE TIME PERIOD IN THIS PARAGRAPH MUST BE STRICTLY COMPLIED WITH.

14. **ASSIGNABILITY OF AGREEMENT**. THIS AGREEMENT IS NOT ASSIGNABLE BY YOU. THIS AGREEMENT OR ANY PORTION THEREOF IS ASSIGNABLE BY COMPANY AND, UPON ASSIGNMENT, COMPANY SHALL HAVE NO FURTHER DUTY OBLIGATION, RESPONSIBILITY OR LIABILITY TO YOU.

15. **MONITORING SERVICE**. MONITORING SERVICE CONSISTS SOLELY OF MONITORING SERVICE PERSONNEL ("OPERATOR") COMMUNICATING ELECTRONICALLY WITH FIRST RESPONDERS OR CALLING BY TELEPHONE THE TELEPHONE NUMBERS SUPPLIED BY YOU IN WRITING FOR THE POLICE, SHERIFF, FIRE, MEDICAL, AMBULANCE, GUARD, PATROL AND RESPONSE SERVICES, AND OTHER GOVERNMENTAL, QUASI-GOVERNMENTAL, PRIVATE OR VOLUNTEER AGENCIES, DEPARTMENTS AND ORGANIZATIONS (COLLECTIVELY, "FIRST RESPONDERS") AND PERSONS IDENTIFIED BY YOU AS YOUR EMERGENCY CONTACTS (THE "CALL LIST") WITHIN A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES AT THE MONITORING FACILITY AND THE PRIORITY OF THE SIGNALS WHICH ARE IDENTIFIED IN WRITING ("LISTED CODES") OR VIDEO IMAGES WHICH, IN THE OPERATOR'S SOLE AND ABSOLUTE DISCRETION, CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICES APPEAR ON THE OPERATOR'S COMPUTER SCREEN AT THE MONITORING FACILITY OR WHEN VOICE COMMUNICATION REQUESTING ASSISTANCE IS RECEIVED BY AN OPERATOR FROM YOU OR FROM THE PREMISES (COLLECTIVELY, "MONITORING SERVICES"). NO MONITORING SERVICE SHALL BE RENDERED FOR VOICE COMMUNICATION WHICH DOES NOT REQUEST ASSISTANCE OR FOR VIDEO IMAGES WHICH DO NOT CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICE. IN THE EVENT A SIGNAL IS RECEIVED AT THE MONITORING FACILITY WHICH IS NOT A LISTED CODE, YOU AGREE THAT COMPANY'S SOLE DUTY AND OBLIGATION IS FOR COMPANY TO LOG THE SIGNAL (THE "UNLISTED CODE POLICY"). IF THE PREMISES IS LOCATED IN A JURISDICTION REQUIRING A PERSONAL VERIFIED ON-SITE RESPONSE ("VERIFIED RESPONSE") PRIOR TO DISPATCHING A FIRST RESPONDER, IT IS YOUR SOLE RESPONSIBILITY TO ENGAGE A SERVICE TO PROVIDE SUCH VERIFIED RESPONSE. ALL FEES, COSTS AND EXPENSES IN CONNECTION WITH VERIFIED RESPONSE SHALL BE BORNE BY YOU ONLY NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, (A) UPON RECEIPT OF A LISTED CODE OR VIDEO IMAGES AND PRIOR TO COMMUNICATING ELECTRONICALLY OR BY TELEPHONE TO FIRST RESPONDERS OR THE CALL LIST COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, ATTEMPT TO TELEPHONE THE PREMISES OR ATTEMPT TO CONTACT YOU THROUGH TELEPHONE, ELECTRONIC MAIL, TEXT MESSAGE OR OTHER SIMILAR MEANS OF COMMUNICATION AT NUMBERS OR ADDRESSES PROVIDED BY YOU ELECTRONICALLY (MONITORING ENROLLMENT FORM), AS FREQUENTLY AS COMPANY DEEMS APPROPRIATE TO VERIFY THE NECESSITY TO REPORT THE RECEIPT OF A LISTED CODE OR VIDEO IMAGES TO FIRST RESPONDERS OR THE CALL LIST, AND (B) UPON THE RECEIPT OF AN ABORT CODE OR ORAL OR ELECTRONIC ADVICE TO DISREGARD THE RECEIPT OF A LISTED CODE OR VIDEO IMAGES FROM YOU OR ANY OF YOUR PERSONAL CONTACTS ON THE CALL LIST, ALL OF WHOM HAVE YOUR AUTHORITY AND CONSENT TO DIRECT COMPANY TO DISREGARD RECEIPT OF A LISTED CODE, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY REFRAIN FROM CONTACTING FIRST RESPONDERS OR THE CALL LIST OR ADVISE ANYONE PREVIOUSLY NOTIFIED OF A LISTED CODE OR VIDEO IMAGES OF RECEIPT OF AN ABORT CODE ORAL OR ELECTRONIC ADVICE TO DISREGARD THE RECEIPT OF THE LISTED CODE OR VIDEO IMAGES. COMPANY'S EFFORTS TO NOTIFY FIRST RESPONDERS OR THE CALL LIST SHALL BE SATISFIED BY ADVICE ELECTRONICALLY OR BY TELEPHONE TO ANY PERSON ANSWERING THE TELEPHONE AT THE TELEPHONE NUMBER(S) PROVIDED TO COMPANY IN WRITING OR BY LEAVING A MESSAGE WITH A TELEPHONE ANSWERING SERVICE OR ANY MECHANICAL, ELECTRICAL, ELECTRONIC OR OTHER TECHNOLOGY PERMITTING THE RECORDATION OF VOICE OR DATA COMMUNICATIONS.

YOU ACKNOWLEDGE AND AGREE THAT (i) ALL SOFTWARE, HARDWARE, FIRMWARE, CODES, SIGNALS, AUDIO AND VOICE COMMUNICATIONS, VIDEO IMAGES, INFORMATION AND DOCUMENTATION ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT OR THE SERVICES (COLLECTIVELY, THE "IP PROPERTY") ARE THE SOLE AND EXCLUSIVE PROPERTY OF COMPANY AND YOU HAVE NO RIGHTS WHATSOEVER IN ANY OF THE IP PROPERTY, AND (ii) COMPANY SHALL HAVE THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO DESTROY, DELETE, ERASE, ETC. (COLLECTIVELY, "DESTRUCTION") THE IP PROPERTY AT ANY WITHOUT NOTICE TO YOU; PROVIDED, THAT UPON YOUR WRITTEN REQUEST TO RETAIN ANY SPECIFIC IP PROPERTY BEING RECEIVED BY COMPANY PRIOR TO THE DESTRUCTION OF THE IP PROPERTY, COMPANY SHALL USE COMMERCIALY REASONABLE EFFORTS TO STORE THE SPECIFIC IP PROPERTY AS REQUESTED BY YOU ON THE CONDITION PRECEDENT THAT YOU PAY ALL FEES, COSTS AND EXPENSES RELATED TO YOUR REQUEST.

16. **SERVICE INFORMATION OBLIGATION OF SUBSCRIBER.** ONLY YOUR AGENT, THE DEALER, SHALL PROPERLY AND ACCURATELY COMPLETE AND DELIVER TO COMPANY ALL INFORMATION REQUIRED BY COMPANY TO PERFORM MONITORING SERVICES UNDER THIS AGREEMENT (“INFORMATION”). ALL INFORMATION (AND ALL ADDITIONS, MODIFICATIONS OR CHANGES) SHALL BE (i) YOUR SOLE AND ABSOLUTE RESPONSIBILITY, AND (ii) IN WRITING OR ELECTRONICALLY TRANSMITTED BY DEALER TO COMPANY. ALL INFORMATION SHALL NOT BECOME AVAILABLE FOR USE UNTIL TRANSFERRED BY COMPANY TO ITS DATABASE WHICH SHALL OCCUR NOT SOONER THAN THE NEXT BUSINESS DAY AFTER RECEIPT OF THE INFORMATION AT THE MONITORING FACILITY. NO ORAL COMMUNICATION SHALL BE BINDING ON COMPANY NOT WITHSTANDING THE FOREGOING, IN THE EVENT COMPANY PROVIDES OR AGREES TO PROVIDE ANY OF THE INFORMATION, SUBSCRIBER HEREBY RELEASES COMPANY FOR ANY AND ALL ACTS, ERRORS OR OMISSIONS OF COMPANY, INCLUDING COMPANY’S ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE ARISING OUT OF OR FROM OR RELATED TO COMPANY PROVIDING, FAILING TO PROVIDE OR AGREEING TO PROVIDE ANY INFORMATION.
17. **INTEGRATED AGREEMENT.** THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTIES HAVE AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, “INDUCEMENT”) WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT.
18. **VALID AGREEMENT.** 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 AGREEMENT, OR OF SUCH PROVISIONS AS APPLIED TO ANY OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED THEREBY, AND SHALL REMAIN IN FULL FORCE AND EFFECT AS VALID, BINDING AND CONTINUING. UPON DETERMINATION THAT ANY PROVISION OR PORTION THEREOF IS INVALID, ILLEGAL OR UNENFORCEABLE, THE COURT OR OTHER DISPUTE RESOLUTION FORUM SHALL MODIFY THE PROVISION OR PORTION THEREOF SO AS TO AFFECT THE ORIGINAL INTENT OF THE PARTIES AS CLOSELY AS POSSIBLE SO THAT SUCH PROVISION OR PORTION THEREOF IS VALID, LEGAL AND ENFORCEABLE.
19. **MODIFICATIONS.** ALL CHANGES OR AMENDMENTS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY YOU AND COMPANY TO BE BINDING.
20. **RIGHT TO SUBCONTRACT.** COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, SUBCONTRACT FOR THE PROVISION OF SERVICES UNDER THIS AGREEMENT. YOU AGREE THAT THE PROVISIONS OF THIS AGREEMENT INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY COMPANY TO PROVIDE ANY MONITORING SERVICE TO YOU AND BIND YOU TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND YOU TO COMPANY.
21. **CONSENT TO INTERCEPT, RECORD, DISCLOSE AND USE CONTENTS OF COMMUNICATIONS.** YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF YOUR FAMILY, GUESTS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES (INDIVIDUALLY AND COLLECTIVELY, “ANY PERSON”), HEREBY CONSENT TO COMPANY INTERCEPTING, RECORDING, RETRIEVING, REVIEWING, COPYING, DISCLOSING AND USING THE CONTENTS OF ALL TELEPHONE, VIDEO, WIRE, ORAL, ELECTRONIC, INTERNET BROADBAND AND OTHER FORMS OF TRANSMISSION OR COMMUNICATION TO WHICH COMPANY AND YOU OR ANY PERSON ARE PARTIES.
22. **MEDICAL EMERGENCY SIGNAL.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY’S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND AGREE THAT COMPANY AND REPRESENTATIVES ARE HEREBY RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES WHICH YOU, OR ANYONE CLAIMING THROUGH YOU, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR REPRESENTATIVES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY’S FAILURE OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.
23. **SUBSCRIBER AS SURETY.** YOU AGREE TO BE A SURETY FOR THE OBLIGATIONS OF DEALER TO COMPANY INCLUDING, WITHOUT LIMITATION, ALL CHARGES FOR SERVICES RENDERED OR TO BE RENDERED BY COMPANY TO YOU, UPON WRITTEN NOTICE TO YOU THAT DEALER IS IN DEFAULT OR BREACH OF ITS AGREEMENT WITH COMPANY.

24. **SUBSCRIBER OBLIGATIONS.** IF THE BUSINESS RELATIONSHIP BETWEEN YOU AND DEALER TERMINATES, OR IF YOU SELL OR NO LONGER OCCUPY THE ENTIRE PREMISES, YOU SHALL IMMEDIATELY (i) NOTIFY COMPANY AND DEALER IN WRITING, AND (ii) DEPROGRAM THE SYSTEM SO THAT THE SYSTEM WILL NOT COMMUNICATE WITH THE MONITORING FACILITY.
25. **PARAGRAPH HEADINGS.** THE PARAGRAPH TITLES USED HEREIN ARE FOR CONVENIENCE OF THE PARTIES ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING THE PROVISIONS OF THIS AGREEMENT.
26. **COMPANY AS SUBCONTRACTOR.** YOU UNDERSTAND AND AGREE THAT (i) THE RELATIONSHIP BETWEEN COMPANY AND DEALER IS ONE OF INDEPENDENT CONTRACTORS WHERE COMPANY IS A SUBCONTRACTOR OF DEALER AND NOT A PARTNER OR JOINT VENTURER WITH DEALER, AND (ii) COMPANY SHALL NOT BE LIABLE TO YOU, DIRECTLY OR INDIRECTLY, FOR ANY LIABILITY OF DEALER TO YOU.
27. **RIGHT TO NOTICE AND CURE.** IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY COMPANY, YOU AGREE TO PROVIDE WRITTEN NOTICE TO COMPANY SPECIFICALLY IDENTIFYING THE NATURE OF THE BREACH AND THE PROVISIONS OF THIS AGREEMENT AFFECTED THEREBY, AND TO PERMIT COMPANY TO CURE THE BREACH WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE WRITTEN NOTICE OR, IF THE BREACH CANNOT BE REASONABLY CURED WITHIN SAID PERIOD, TO PROMPTLY COMMENCE TO CURE AND DILIGENTLY PROCEED UNTIL CURED. IF COMPANY CURES ANY SAID BREACH AS PROVIDED HEREIN THIS AGREEMENT SHALL CONTINUE UNABATED AND COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM, RESULTING FROM, RELATED TO, IN CONNECTION WITH OR AS A CONSEQUENCE OF ANY SAID BREACH.
28. **DEALER AS AGENT: REVOCATION: RATIFICATION: RETROACTIVE DATE.** YOU HEREBY APPOINT DEALER AS YOUR AGENT TO GIVE DIRECTION TO COMPANY AS IF DONE BY YOU IN YOUR OWN RIGHT CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR FROM, IN CONNECTION WITH OR RELATED TO THE PERFORMANCE OF MONITORING SERVICES. THE AUTHORITY GRANTED TO DEALER UNDER THIS SECTION SHALL CONTINUE TO BE BINDING UPON YOU UNTIL REVOCATION IN WRITING, SIGNED BY YOU, SHALL HAVE BEEN ACTUALLY RECEIVED BY COMPANY AND NO SUCH NOTICE SHALL AFFECT ANYTHING DONE BY COMPANY IN RELIANCE HEREON OR PURSUANT HERETO PRIOR TO ACTUAL RECEIPT OF SAID WRITTEN AND SIGNED NOTICE OF REVOCATION. YOU HEREBY RATIFY AND CONFIRM ALL PRIOR AND CONTEMPORANEOUS ACTS OF DEALER IN ACCORDANCE WITH THIS SECTION WHICH YOU ACKNOWLEDGE AND AGREE SHALL BE AND IS DEEMED TO BE RETROACTIVE TO THE INITIAL DATE COMPANY PERFORMED ANY SERVICES FOR YOU OR ON YOUR BEHALF AS A SUBCONTRACTOR OF DEALER.
29. **INTERNET SERVICES.** COMPANY HEREBY GRANTS TO YOU A NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO ACCESS COMPANY'S PORTAL VIA THE INTERNET TO INPUT, DELETE AND MODIFY INFORMATION THROUGH THE INTERNET. EXCEPT FOR YOUR (A) FAILURE TO KEEP CONFIDENTIAL ALL INFORMATION, PASSWORDS, ETC., (B) USE OF THE LICENSE OR THE INFORMATION IN ANY MANNER THAT NEGATIVELY AFFECTS COMPANY, (C) USE OF THE LICENSE OR THE INFORMATION FOR ANY ILLEGAL PURPOSE, OR (D) VIOLATION OF ANY APPLICABLE LAW THIS LICENSE SHALL CONTINUE AND BE COEXTENSIVE WITH THE TERM OF THIS AGREEMENT. YOU SHALL BE SOLELY AND ABSOLUTELY RESPONSIBLE FOR THE INFORMATION WHICH YOU OR DEALER INPUTS, DELETES OR MODIFIES. YOU AGREE THAT UPON TERMINATION OF THIS AGREEMENT OR TERMINATION OR SUSPENSION OF THE LICENSE BY COMPANY, COMPANY MAY IMMEDIATELY, AND WITHOUT NOTICE, DISABLE YOUR ACCESS TO COMPANY'S PORTAL AND CANCEL ALL PASSWORDS OR OTHER ACCESS CODES.
30. **EXECUTION IN COUNTERPARTS BY FACSIMILE, ELECTRONICALLY AT CHECKOUT OR ELECTRONIC MAIL.** THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ANY ONE OF WHICH NEED NOT CONTAIN THE SIGNATURE OF MORE THAN ONE PARTY, BUT ALL OF WHICH SHALL TOGETHER CONSTITUTE ONE AND THE SAME INSTRUMENT. THE PARTIES AGREE THAT THIS AGREEMENT WHEN ACCEPTED ELECTRONICALLY AT PURCHASE CHECKOUT SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS THE ORIGINAL AGREEMENT AND ORIGINAL SIGNATURES.
31. **STORAGE OF AGREEMENT AND INFORMATION.** YOU AUTHORIZE COMPANY TO SCAN, IMAGE OR OTHERWISE CONVERT, STORE OR RETAIN THIS AGREEMENT AND ALL INFORMATION AND OTHER WRITTEN MATERIALS IN AN ELECTRONIC FORMAT OF ANY NATURE AND, IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY, TO DESTROY ALL WRITTEN DOCUMENTS OR MATERIALS WHICH HAVE BEEN SO CONVERTED. YOU AGREE THAT AN ELECTRONICALLY PRODUCED COPY OF THIS AGREEMENT AND ALL OTHER WRITTEN DOCUMENTS AND MATERIALS SO CONVERTED IS LEGALLY EQUIVALENT TO THE ORIGINAL FOR ANY AND ALL PURPOSES, INCLUDING LITIGATION OR ARBITRATION.

32. **VIDEO SYSTEMS.** IF THE SYSTEM TRANSMITS VIDEO IMAGES, YOU SHALL (i) PROVIDE AND MAINTAIN ADEQUATE POWER AND LIGHTING FOR ALL CAMERAS OR OTHER VIDEO-RELATED EQUIPMENT; (ii) INFORM ALL PERSONS ON THE PREMISES THAT THEY MAY BE MONITORED BY VIDEO; (iii) NOT USE OR PERMIT THE USE OF VIDEO INSTALLED WHERE ANY PERSON MAY HAVE A REASONABLE EXPECTATION OF PRIVACY; (iv) USE BROADBAND CONNECTIVITY EXCLUSIVELY TO TRANSMIT VIDEO IMAGES FROM THE SYSTEM; (v) USE THE VIDEO SYSTEM FOR SECURITY SURVEILLANCE AND MANAGEMENT SERVICES ONLY; (vi) NOT USE THE VIDEO SYSTEM FOR ANY CRIMINAL, ILLEGAL, OR OTHERWISE UNLAWFUL ACTIVITY; AND (vi) OBTAIN AND KEEP IN EFFECT ALL PERMITS OR LICENSES REQUIRED FOR THE INSTALLATION AND OPERATION OF THE VIDEO SYSTEM.
- YOU UNDERSTAND AND AGREE THAT (i) A VIDEO SYSTEM ENABLES COMPANY TO RECORD, STORE AND REVIEW IMAGES OF THE INTERIOR OF THE PREMISES AND THE AREA OUTSIDE OF THE PREMISES, AND (ii) VIDEO WITH AUDIO CAPABILITY ENABLES COMPANY TO RECORD, STORE AND REVIEW ORAL COMMUNICATIONS FROM IN AND OUTSIDE OF THE PREMISES. YOU HEREBY AGREE, AUTHORIZE AND CONSENT TO COMPANY RECORDING, STORING AND REVIEWING VIDEO IMAGES AND ORAL COMMUNICATIONS TRANSMITTED FROM THE VIDEO SYSTEM AT THE PREMISES.
- MONITORING SERVICE IN CONNECTION WITH THE RECEIPT OF VIDEO IMAGES AT COMPANY'S MONITORING FACILITY CONSISTS SOLELY OF OPERATOR COMMUNICATING ELECTRONICALLY OR CALLING BY TELEPHONE THE PROPER AUTHORITIES WITHIN A REASONABLE PERIOD OF TIME UNDER THE CIRCUMSTANCES AT THE MONITORING FACILITY (INCLUDING, WITHOUT LIMITATION, THE PRIORITY OF ALL SIGNALS AND VIDEO IMAGES RECEIVED BY THE MONITORING FACILITY) AFTER VIDEO IMAGES WHICH, IN THE OPERATOR'S SOLE AND ABSOLUTE DISCRETION, CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR MONITORING SERVICE APPEAR ON THE OPERATOR'S COMPUTER SCREEN AT THE MONITORING FACILITY PROVIDED, THAT THE OPERATOR SHALL NOT BE REQUIRED TO VIEW THE VIDEO IMAGES MORE THAN ONE TIME AS THE VIDEO IMAGES APPEAR ON THE OPERATORS COMPUTER SCREEN. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, COMPANYS OBLIGATION TO PERFORM MONITORING SERVICE IN CONNECTION WITH ANY LISTED CODE RECEIVED FROM ANY INTRUSION DETECTION SYSTEM AT THE PREMISES IS CONDITIONED ON (i) RECEIPT OF VIDEO IMAGES FROM THE VIDEO SYSTEM RELATED TO THE LISTED CODE, AND (ii) OPERATOR'S DETERMINATION, PURSUANT TO THIS SECTION, OF WHETHER TO COMMUNICATE ELECTRONICALLY OR CALL BY TELEPHONE FIRST RESPONDERS OR THE CALL LIST.
33. **EMAIL NOTICE.** IN THE EVENT YOU ELECT TO RECEIVE AUTOMATIC EMAIL NOTICE OF CERTAIN SYSTEM EVENTS, E.G. THE ARMING OR DISARMING OF THE SYSTEM, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT (i) ANY SUCH NOTICE IS CONDITIONED ON (A) RECEIPT OF THE DATA AT COMPANY'S CENTRAL STATION, (B) THE PROPER OPERATION OF COMMUNICATION EQUIPMENT, SERVICES, SYSTEMS AND NETWORKS INCLUDING, WITHOUT LIMITATION, THE INTERNET, AND (C) ANY FAILURE, MALFUNCTION OR DELAY IN PROCESSING OR TRANSMITTING THE DATA BY COMPANY'S EQUIPMENT OR SOFTWARE, AND (ii) COMPANY AND DEALER IS HEREBY RELEASED FROM ANY LIABILITY ARISING OUT OF OR FROM, RESULTING FROM OR IN CONNECTION WITH THE FAILURE, MALFUNCTION OR DELAY OF ANY SUCH NOTICE FOR ANY REASON, INCLUDING COMPANY'S, DEALER'S OR REPRESENTATIVE'S SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE.
34. **CONSENT TO CALL SUBSCRIBER AND CALL LIST.** YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF EACH PERSON ON YOUR CALL LIST FROM TIME-TO-TIME CONSENT TO COMPANY CALLING EACH SUCH PERSON'S CELL PHONE OR OTHER MOBILE DEVICE.
35. **STATUTORY NOTICES.** SEE SCHEDULE A BELOW AND MADE A PART HEREOF.

SCHEDULE A - STATE LICENSE NUMBERS

ALABAMA 933  
(334)264-9388

ARIZONA: 18235-0  
(602)364-4930

ARKANSAS: CMPY0001488  
(501)618-8600

CALIFORNIA: AC06132, ACQ5175  
(916)322-4000

DELAWARE (BURGLARY):05-85  
(302) 739-5901

DELAWARE (FIRE): CSRSL-0004  
(302) 739-5665

FLORIDA: EF20000481  
(850) 487-1395

ILLINOIS:  
127-001299, 124-001558  
(217) 785-0820

MARYLAND: 107840  
(410) 653-4200

MICHIGAN: 3601-205107  
(517) 241-9288

OKLAHOMA: AC899  
(405) 521-6100

OREGON: PSID-1777  
(503) 378-2100

RHODE ISLAND (BURGLARY): 8252  
(401) 462-8580

TENNESSEE:(BURGLARY): 00000632, 00001626  
(615) 741-9771

UTAH: 5854940-6501  
(801) 530-6628

VIRGINIA: 11-1941  
(804) 786-4700

TEXAS (BURGLARY) B11561  
(512) 424-7293

TEXAS (FIRE): ACR-2215  
(512) 305-7900