

Agreement For Remote Station Services

This Agreement is dated _____, _____, between Security Alarm Monitoring, Inc. ("Company") and you, the person(s) listed in the Subscriber Information block below ("Subscriber"). Subject to the terms and conditions set forth below, Company agrees to perform monitoring services as designated on the Call List attached as Schedule A (the "Services") for a signaling system ("System") as a subcontractor of the Dealer listed above ("Dealer"). The Services will be performed with respect to the location identified below ("Premises"). INTENDING TO BE LEGALLY BOUND, SUBSCRIBER AND COMPANY AGREE AS FOLLOWS

SUBSCRIBER(S) Name(s): _____

Address _____

City: _____

State: _____

Zip _____

1. **Monitoring of Signals.** Company agrees to monitor or provide for the monitoring of signals from the System as provided for in this Agreement and on the Call List. The term "Designated Persons" means the persons, emergency personnel, entities or authorities (including but not limited to fire, police, rescue, and any and all public authorities) designated by Dealer to be telephoned upon receipt of a Listed Code (as defined in Paragraph 4 of this Agreement) or voice communication requesting assistance. Subscriber agrees that Company has no responsibility for the design, installation, repair, maintenance or operation of the System, nor for properly connecting the System or transmitting signals to the remote station ("Station"). Subscriber shall provide Company with a Call List (Schedule A) which sets forth the Designated Persons, the telephone numbers to be dialed and the order of priority in which they are to be dialed. Subscriber agrees to update or modify or cause Dealer to update or modify the Call List regularly as appropriate. Subscriber appoints Dealer as his/her/its agent for updating or modifying the Call List and/or the description of Services rendered hereunder. Company has no obligation to begin monitoring signals or to in any way respond to signals which may be received in the Station until such time as Company has notified Dealer that the System is being taken off test and activated into service.

2. **Term.** This Agreement shall be effective on the earlier of the date first above written or the date upon which Services are first provided to Subscriber. This Agreement shall continue in effect without action by either Company or Subscriber until terminated as provided for in Paragraph 5.

3. **COMPANY AND BUSINESS ARE NOT INSURERS; LIMITATION OF LIABILITY.** SUBSCRIBER AGREES AND UNDERSTANDS THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, PRINCIPALS, AGENTS, SERVANTS OR EMPLOYEES AND THEIR SUCCESSORS, ASSIGNS, HEIRS AND PERSONAL REPRESENTATIVES (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY "BUSINESS") IS AN INSURER; THAT IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH OR RESULTING FROM PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, MEDICAL, DISABILITY AND OTHER INSURANCE FOR PHYSICAL, MENTAL AND EMOTIONAL CONDITIONS, LIFE INSURANCE, AND REAL OR PERSONAL PROPERTY INSURANCE, SHALL BE OBTAINED AND MAINTAINED BY THE SUBSCRIBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND BUSINESS ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE;

THAT COMPANY AND BUSINESS, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

THAT THE SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS. THE PAYMENTS BEING MADE UNDER THIS AGREEMENT ARE BASED UPON THE COST OF COMPANY'S SERVICES. THE AMOUNTS BEING CHARGED 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 AND BUSINESS ARE RELEASED FROM ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT EVEN IF DUE TO: (i) IMPROPER PERFORMANCE OF OR FAILURE TO PERFORM OR DELAY OR ERROR IN PERFORMING OF THE STATION OR SERVICES; OR (ii) BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR PRODUCT OR STRICT LIABILITY; OR (iii) LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR OPERATE THE STATION; (iv) TERMINATION OR DISCONTINUANCE OF MONITORING SERVICES; OR (v) FAILURE TO NOTIFY, DELAY IN NOTIFYING, OR ERRONEOUSLY NOTIFYING SUBSCRIBER OR ANY PERSON OR AUTHORITY OF THE ACTIVATION OR SIGNALING OF THE SYSTEM.

THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR BUSINESS FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, REAL OR PERSONAL, OR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY NATURE WHATSOEVER, WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF TRANSMISSION OR FAILURE IN TRANSMISSION OF SIGNALS, ELECTRONIC COMMUNICATION SERVICES, VERIFICATION SERVICE OR MONITORING OF ANY EQUIPMENT OR SYSTEM, THE FAILURE TO DISPATCH, IMPROPER DISPATCH, OR DELAY IN DISPATCHING OF PERSONS OR AUTHORITIES TO THE PREMISES, THE FAILURE OR FAULTY OPERATION OF THE TRANSMISSION FACILITIES OR STATION OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF BUSINESS OR COMPANY OR ITS SUPPLIERS OR SUBCONTRACTORS, INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, OR ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED OR FOR CONTRIBUTION OR INDEMNIFICATION, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF ONE THOUSAND DOLLARS (\$1,000) COLLECTIVELY FOR COMPANY AND BUSINESS, 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 A HIGHER LIMIT BY PAYING FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR BUSINESS AS AN INSURER. IF SUBSCRIBER CHOOSES TO PAY AN ADDITIONAL AMOUNT TO OBTAIN A HIGHER LIMITATION OF LIABILITY, AN AMENDMENT SETTING FORTH THE HIGHER AMOUNT MUST BE SIGNED BY SUBSCRIBER AND COMPANY AND BE ATTACHED TO THIS AGREEMENT.

4. **Nature of Monitoring Services.** Monitoring service will be rendered only as to those signals received which are identified in writing by codes ("Listed Codes") or voice communication requesting assistance. Monitoring services consist solely of Company attempting to reach by telephone either a person or an answering machine (or other technology permitting voice recording or data communication) whichever may be engaged first, to advise of receipt of such signals unless there is cause, in Company's sole and absolute judgment, to assume that the alarm signal received is false. No monitoring service will be provided for signals received which are not Listed Codes or for voice communication which does not request assistance. Subscriber agrees that Company satisfies its obligations by dialing the prescribed telephone numbers on the Call List even if no person is reached or answering machine engaged and that no further action is required of Company. Whether or not verification of signals has been requested by Subscriber, upon receipt of a Listed Code and prior to telephoning any Designated Person or other person or entity, Company may, in its sole and absolute discretion, contact or attempt to contact the Premises to confirm the necessity to report receipt of a Listed Code to any other person. Company is not obligated to follow any instructions issued by the person or answering machine contacted unless such instructions are specifically included among the written instructions on the Call List provided to Company by Subscriber. Subscriber further agrees that Company has no obligation to call any Designated Person or other person, emergency personnel or public authorities once an account number, passcode or password or other identification is given or an indication that the signal is false or otherwise should not be acted upon.

NOTICES TO SUBSCRIBER. SUBSCRIBER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 3 AND 9 HEREOF TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS CONTRACT. SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT. READ THE FRONT AND REVERSE BEFORE SIGNING. IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE SERVICES YOU ENJOY WITH THIS CONTRACT.

NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement on the date first above written.

Approved: _____
Authorized Dealer Representative

SUBSCRIBER(S):

Approved: _____
Authorized Company Representative
Security Alarm Monitoring, Inc.

By: _____

Remote Station Mod. VI: 3 95

SAM - White

Office - Yellow

Subscriber - Pink

Dealer - Gold