

Subscriber has entered into a written agreement with the Installing Alarm Company hereinafter referred to as the "Installer," for the monitoring of an electronic alarm system at Subscriber's premises, and Subscriber designates Installer as its exclusive agent to deal with **Nationwide Central Station Monitoring Corp. d/b/a** Nationwide Digital Monitoring Co. (hereinafter referred to as "**NCSMC**" or "**Central Station**") The Installer has selected **NCSMC** to monitor the alarm system.

1. COMMENCEMENT: This agreement shall commence upon Installer providing NCSMC with i) this agreement executed by Installer and Subscriber, ii) Subscriber's data being received and input in Central Station's electronic records, iii) Subscriber's completed call list, iv) alarm system details including and identifying all zones and types of signals programmed by Installer and v) confirmed test signals for every zone and type of signal communicating with Central Station.

2. CENTRAL STATION MONITORING SERVICES: NCSMC will follow the NCSMC's written signal response plan (available upon request) unless there is either a municipal statute in place or a UL requirement to act otherwise. NCSMC's response policy may not adhere to all monitoring requirements suggested by industry custom and standards or governing regulatory agencies such as NFPA, UL, FM or ETL, but NCSMC's response policy will comply with Authority Having Jurisdiction in the jurisdiction where the alarm system is installed. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from NCSMC or Subscriber's Installer. No response may be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of NCSMC and NCSMC does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of NCSMC and are not maintained by NCSMC except NCSMC may own the radio network, and NCSMC shall not be responsible for any failure which prevents transmission signals from reaching the Central Station monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish NCSMC with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List NCSMC will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with NCSMC's notification obligation. All changes and revisions shall be supplied to NCSMC in writing. If the equipment contains video or listening devices permitting Central Station to monitor video or sound then upon receipt of an alarm signal Central Station shall monitor video or sound for so long as Central Station in its sole discretion deems appropriate to confirm an alarm condition. NCSMC may, without prior notice, suspend or terminate its services, in Central Station's sole discretion, in event of Subscriber's default in performance of this agreement or in event Central Station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central Station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by NCSMC. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology and NCSMC shall have no liability for access to the alarm system by others.

3. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees and agrees to file for and maintain any permits required by applicable law and indemnify and reimburse Installer and NCSMC for any fines relating to permits or false alarms. Installer and NCSMC shall have no liability for permit fees, false alarms, false alarm fines, first responder [police, EMT or fire] response, any damage to personal or real property or personal injury caused by first responder response to alarm, whether false alarm or otherwise, or the refusal of first responders to respond. In the event of termination of first responder response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should NCSMC be required by existing or hereafter enacted law to perform any service not specifically covered by the terms of this agreement Subscriber agrees to pay NCSMC for such service.

4. SUSPENSION OF SERVICE: If for any reason, including but not limited to NCSMC's equipment failure, NCSMC is unable to provide its monitoring services, NCSMC, 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 NCSMC in its sole discretion determines it will not be able to resume its monitoring service within 24 hours NCSMC agrees to notify Installer by recorded telephonic notice, Email, electronically or in writing that monitoring services have been suspended.

5. DISCONTINUANCE OF MONITORING: Subscriber acknowledges that NCSMC is being paid for its monitoring service by the Installer and not by the Subscriber. In the event NCSMC does not receive payment when due, for any reason, NCSMC shall be permitted to terminate this agreement and discontinue monitoring Subscriber's alarm system upon giving Subscriber 10 day notice of termination or at NCSMC's option, giving Subscriber the option to contract directly with NCSMC for alarm monitoring service. NCSMC shall be permitted to terminate this agreement at any time and for any reason by giving Subscriber and Installer 10 day written or recorded telephonic notice, and in the event NCSMC terminates this agreement for any reason, other than nonpayment, NCSMC agrees to refund monitoring fees received for any period subsequent to the termination of NCSMC's monitoring services. This agreement and NCSMC's monitoring services shall terminate on the date fixed in NCSMC's notice of termination. Upon such termination NCSMC 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 NCSMC monitoring services, except that the Subscriber shall be liable to NCSMC for all monitoring charges which Subscriber agreed to pay directly to NCSMC.

6. EXCULPATORY CLAUSE: Subscriber agrees that NCSMC and the Installing NCSMC are not insurers and that no insurance coverage is offered herein. Payments by Subscriber to its Installer are for alarm system monitoring designed to reduce certain risks of loss, though there are no guarantees that the alarm system or monitoring service will reduce such risks or that no loss will occur. NCSMC and Installer 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 NCSMC 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 NCSMC's or Installer's breach of this agreement, breach of any extra contractual duty, negligence, negligent performance of this agreement to any degree or failure to perform any obligation.

7. LIMITATION OF LIABILITY: 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, response to emergency situations or conditions or any other loss. If, notwithstanding the terms of this agreement there should arise any liability on the part of NCSMC or the Installing NCSMC as a result of burglary, hold-up, fire, smoke, equipment failure, failure of NCSMC or municipal authority to respond to signals, emergency situation or condition or any other cause whatsoever, regardless whether such loss, damage or personal injury was caused by or contributed to by NCSMC's or Installer's breach of this agreement, breach of any extra contractual duty, negligence, negligent performance of this agreement to any degree or failure to perform any obligation, such liability shall be limited to \$250 or 6 times the monthly monitoring charge paid by Subscriber at time of loss, whichever is the greater. If Subscriber wishes to increase the limitation of liability, Subscriber may, as of right, by entering into a supplemental agreement with NCSMC, obtain a higher limit by paying an additional amount consonant with the increase in liability. To increase NCSMC's limitation of liability Subscriber shall contact NCSMC and Installer in writing requesting an increase and no increase shall be effective unless and until agreed to in writing signed by NCSMC, Installer and Subscriber.

8. INSURANCE PROCUREMENT: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft and fire insurance under which NCSMC and the Subscriber are named as insured, and under which the insurer agrees to indemnify and hold NCSMC 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. The minimum liability insurance shall be sufficient to insure Subscriber's insurable interest for any injury or death, property damage, burglary, theft, fire coverage, an amount necessary to indemnify Subscriber for property on its premises and Subscriber's liability to third parties and injury or death of Subscriber or others. NCSMC 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. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the monitoring services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against NCSMC and Installer for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the monitoring services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

9. INDEMNIFICATION / WAIVER OF SUBROGATION: Subscriber and Installer agree to indemnify and hold NCSMC harmless, including reasonable attorneys' fees, from and against all claims, lawsuits and losses alleged to be caused by NCSMC's negligence, breach of contract, breach of any extra contractual duty, strict tort liability, tort liability, negligent performance to any degree of this agreement or failure to perform under this agreement or any other causes of action at law or equity, contract or tort. 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 NCSMC arising out of this agreement or the relation of the parties hereto.

10. ASSIGNMENTS: This agreement cannot be assigned by Subscriber without NCSMC's prior written approval. NCSMC shall be permitted to assign this agreement to another alarm monitoring company and shall be relieved of further obligations under this agreement upon such assignment.

11. LEGAL ACTION: The parties agree that they may bring claims against the other only in their individual capacity and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against NCSMC for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. If NCSMC prevails in any litigation or arbitration between the parties, Subscriber and/or Installing Alarm Company shall be jointly and severally responsible for NCSMC's legal fees. Subject to Installer's and Subscriber's right to bring any claim against NCSMC for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Commercial Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Installer and Subscriber submit to the jurisdiction and laws of New York and agree that any litigation or arbitration between the parties must be commenced and maintained in the county where NCSMC's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against NCSMC must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against NCSMC must be based on the provisions of this agreement; Any other action that Subscriber may have or bring against NCSMC 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, and this consent to arbitrate shall survive the termination of this agreement.

12. FULL AGREEMENT / SEVERABILITY: This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by all parties, except Installer will comply with all Authority Having Jurisdiction requirements regarding Subscriber's installation. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.