

Central Monitoring Systems, Inc
811 W.Jericho Tpke
Suite 108E
Smithtown, NY 11787
(855) 268-6800

I. BASIC SERVICES INCLUDE :

1. Direct call response by experienced operators, to an emergency condition until proper authorities are notified.
2. Direct call response until a station designated by subscriber is notified.
3. Notification to the Installer that a security system condition has occurred.
4. Notification of additional designated call stations available.

Central Monitoring Systems Inc. reserves the right to amend services without prior notice.

INSTALLER CONTRACT

AGREEMENT dated [] by and between CMS, (hereinafter referred to as "CMS" or "Company") and

[]

Installer Company

(hereinafter referred to as "the Installer") President/Owner

[]

Address [] City [] State [] []

Telephone Number []

THE PARTIES AGREE AS FOLLOWS:

1. CMS agrees to provide the monitoring and notification service's set forth in this agreement.
2. The fee to be paid by Installer to CMS for such services shall be those specified by CMS' price list in effect at the time such services are rendered. Installer acknowledges having received the current price list. Such fees shall be paid to CMS by the Installer, quarter-annually, in advance, commencing with the rendering of service by CMS to Subscriber for a term of three (3) years. All subsequent quarter-annual fees shall be paid by the Installer prior to the last day of the last month of the preceding quarter. Each agreement for services to be performed for any Subscriber shall be automatically renewed month to month unless CMS or the Installer gives notice to the other of its intention not to renew as to any particular Subscriber 30 days before the commencement of said renewal period. Installer specifically agrees that failure to make the payments herein provided as to any particular Subscriber shall automatically terminate CMS' obligation to render its services to such Subscriber, but the failure to render its service shall not be considered an election of remedies by CMS', and this agreement shall remain in full force and effect as to any and all other Subscribers. Any fees by the Installer for monitoring service to a Subscriber shall not be refundable whether service to such Subscriber is terminated by action of the Installer or the Subscriber. However, the Installer may request, within sixty (60) days of termination of service, that fees paid for a Subscriber whose service has been terminated be applied to services rendered by CMS' to other Subscribers of the Installer.
3. The obligation of CMS' to render service to any particular Subscriber shall become effective only after (a) CMS' has received an executed agreement for services signed by such Subscriber in the form approved by CMS', (b) CMS has received the first quarter-annual fee for such services from the Installer, (c) CMS has received an acceptable test signal from the Installer from the location for which services are to be rendered, and (d) subscriber obtains and maintains any permit required by any applicable law and furnishes CMS with permit number. CMS shall not be required to notify police, fire or emergency services is subscriber does not have all necessary permits for the alarm being monitored, and has provided CMS with permit numbers.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT.
READ THEM BEFORE YOU SIGN THIS CONTRACT.**

INSTALLER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

Central Monitoring Systems Inc

By: []
Signature

[]
Print Name

[]
Title

INSTALLER: []
(Installer's Corporate Name)

By: []

By: []
(Please Print Your Name As Signed Above)

[]

Tax ID SS# or EIN Type and jurisdiction of organization and ID, if any

The undersigned personally guarantees Installer's performance of this agreement

[]

Name must be printed below

Social Security Number

[]

Residence Address

Installer Agrees to have its credit card automatically charged for all charges under this contract.

Credit Card #: []

Security Code: []

Expiration Date: []

Mastercard Visa American Express

Cardholder's Name (As it appears on credit card):

[]

Billing Address: []

[]

4. CMS and the Installer agree that CMS' sole obligation under this agreement or under any agreement between the Subscribers and the

Installer shall be to monitor signals received from the alarm system. CMS, upon receipt of a signal from a Subscriber's premises, shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and the persons whose names and telephone numbers are set forth on the notification instruction received by CMS as to each Subscriber, unless CMS determines that an emergency condition does not exist.

5. It is understood that CMS owns none of the equipment in the Subscriber's premises and has no responsibility for the condition or functioning thereof and that maintenance, repair, testing, service, replacement or insurance of the equipment are not the obligation or responsibility of CMS.

6. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

7. This agreement may be suspended as to any particular Subscriber should the equipment at the premises of such Subscriber become so disabled or so substantially damaged that further monitoring service to such Subscriber is impracticable. CMS will not be required to render service to the Subscriber if the failure to render such service is due to strikes, riots, malfunctions of telephone lines, telephone equipment, or communication networks, acts of God, or any other causes beyond the control of CMS or non-payment by Installer for such subscriber account.

8. In addition to the fees stated herein, Installer agrees to pay, when requested by CMS, any and all sales or use taxes or other impositions or levies by any taxing authorities in connection with the monitoring service to be performed by CMS.

9. FALSE ALARMS/PERMIT FEES: CMS shall have no liability for permit fees or fines, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Installer shall remain liable for all payments provided for herein. Should CMS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Installer agrees to pay CMS for such service or material. Installer agrees to indemnify and/or reimburse CMS for all fines, including but not limited to permits required by law, permit fees, permit fines and false alarm fines imposed by any governmental authority against CMS relating to monitoring services provided to Installer's subscribers.

10. In the event monitoring is terminated for any reason CMS shall have the right to disregard signals and take whatever procedures that may be necessary to remove or erase the programming to prevent signals from being transmitted to CMS. Installer shall remain liable for all monitoring charges until CMS no longer receives signals from Subscriber's location. In the event Installer defaults in any payment to CMS, CMS shall be permitted to communicate directly with Installer's Subscribers to advise them that monitoring services are to be terminated unless such subscribers enter into monitoring contracts directly with CMS. Any contract between Installer and Subscriber shall be voidable by any Subscriber entering into a direct monitoring contract with CMS after notification by CMS to such Subscriber that Installer has defaulted under this agreement. CMS may, without prior notice, suspend or terminate its services in event of Installer's default in performance of this agreement and shall be permitted to terminate all its services under this agreement without relieving Installer of any obligation herein.

11. Installer shall reimburse CMS for all expenses incurred including CMS' legal fees, if any, in connection with excessive incoming alarm transmissions incurred by CMS to terminate the excessive signals or recover any amount owed by Installer to CMS pursuant to this agreement.

12. Installer agrees that CMS is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though CMS does not guarantee that no loss will occur. CMS is not assuming liability, and, therefore shall not be liable to Installer for any loss, personal injury or property damage sustained by Installer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by CMS's negligent performance, failure to perform any obligation or strict products liability. Installer releases CMS from any claims for contribution, indemnity or subrogation.

13. Installer agrees that should there arise any liability on the part of CMS as a result of CMS' negligent performance to any degree, failure to perform any CMS' obligations, equipment failure or strict products liability, that CMS's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Installer wishes to increase CMS' maximum amount of CMS' limitation of liability, Installer may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with CMS' increased liability. This shall not be construed as insurance coverage.

14. The parties agree that in the event CMS is found liable for any damage due to the negligent performance in any degree, failure to perform its monitoring services, and strict products liability it would be impractical and extremely difficult to fix actual damages. Therefore, Installer agrees that should there arise any liability on the part of CMS, such liability shall be limited to the amount specified in Paragraph 13 of this agreement.

15. Installer agrees to indemnify and hold CMS harmless, including reasonable attorneys' fees, from and against all claims, lawsuits including arbitration, and losses alleged to be caused by CMS' negligent performance in any degree or failure to perform under this agreement. The parties agree that there are no third party beneficiaries of this agreement. Installer on its behalf and any insurance carrier waives any right of subrogation Installer's insurance carrier may otherwise have against CMS arising out of this agreement or the relation of the parties hereto. Installer shall not be permitted to assign this agreement without written consent of CMS. CMS shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment.

16. Installer shall maintain a policy of public liability, property damage, error and omissions insurance under which CMS and Installer are named as insured, and under which the insurer agrees to indemnify and hold CMS 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 CMS' negligent performance or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Installer. CMS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Installer from insurance covering such loss or damage or for such loss or damage against which the Installer is indemnified or insured.

17. In order to secure all indebtedness or liability of Installer to CMS, Installer hereby grants and conveys to CMS a security interest in, and mortgages to CMS all of Installer's equipment, inventory and proceeds thereof, accounts receivables and cash on hand. Installer agrees to allow CMS to execute in Installer's name a UCC-1 statement.

18. The parties agree that the courts of the state of New York in the County of where CMS' principal place of business is located shall have exclusive jurisdiction and venue over the parties hereto regarding any dispute between them and Installer and CMS submit to the jurisdiction and venue of the courts of the State of New York. In the event CMS refers this contract to an attorney, Installer shall pay CMS' legal fees. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party. Any action or dispute between the parties, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by Arbitration Services Inc., under its Commercial Arbitration Rules. www.arbitr8ors.com.

19. This agreement shall be governed by the laws of the State of New York. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

20. This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except CMS' requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Should there arise any conflict between this agreement and Installer's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.