

AFFORDABLE ALARMS INC., ALARM MONITORING AGREEMENT

Between Affordable Alarms, Inc., hereafter called "Contractor" and _____, hereafter called "Subscriber," agree that Contractor shall cause Subscribers existing alarm system to be monitored, using Subscribers existing attached telephone line.

1. Subscriber shall pay \$ _____ per month, plus applicable tax, for services, billed every _____ month(s) for a period of (until canceled, as detailed below). Upon completion of this term, this agreement shall continue on the same billing cycle until such time that Subscriber provides 90 day written notification to Contractor, to stop monitoring services.
2. All fees within the terms set forth in this agreement shall be charged any required state and local taxes.
3. Contractor is not an insurer and does not provide you, the Subscriber, insurance for property loss and or damages, personal injury or loss. Subscriber is responsible for all insurance coverage for the premises or its contents. Payments made under this contract are solely based on the value of the electronic protective system(s) and services as set forth in this agreement for services. Payments are unrelated to the value of the Subscribers property or the property of others located on said property.
4. Subscriber will not hold Contractor, its agents and or assigns liable for any damage, injury or loss Subscriber may have sustained due to a malfunction of the system or dispatching errors, regardless of the cause of such errors. Contractor assumes no liability for interruption of performance of said system regardless of cause and makes no guarantee or warranty including any implied warranty of merchantability or fitness, as to the type of intruder(s) or emergency that the system(s) are intended to detect, warn against, or to deter.
5. In the event that a failure of performance of its obligations under this agreement is determined to be the responsibility of Contractor, its agents, or employees, subscriber agrees to limit damages to no more than a refund of current year monitoring fees paid, or Twenty Dollars (\$20.00), whichever is less. This amount is to be considered by the parties to this agreement as liquidated damages.
6. Contractor has no physical control of the electronic protective system(s) and acknowledges that it is the Subscribers sole responsibility to verify proper operation of the system(s) by daily testing the system(s). Testing shall include but is not limited to: walk testing all equipment, testing all signals into monitoring center and immediately reporting to contractor any claimed inadequacy in or failure of the electronic protective system(s). If the inadequacy or failure reported is not responded to the satisfaction of the Subscriber, Subscriber agrees to notify contractor by certified mail within FIVE (5) days of the last contact with Contractor or its designated agent.
7. Subscriber agrees and understands that it is their responsibility to comply with any governmental restrictions, permits, conditions or regulations covering this system and agrees to pay in advance, or reimburse Contractor for any payments on behalf of Subscriber for any fees, assessments and or fines as may be determined in accordance with those applicable governmental restrictions, permits, conditions or regulations.
8. Any future service or alterations provided to Subscriber by any party shall be considered an addition to this agreement and shall be incorporated into this document, and shall be subject to the same terms and conditions as fully set forth herein.
9. **THIS AGREEMENT DOES NOT INCLUDE MAINTENANCE OR SELF MONITORED SYSTEMS.** Any maintenance and maintenance only is additional and Subscriber agrees to any said maintenance to be at standard service rates separate from this agreement for both parts and labor.
10. At time of initial connection, Contractor to provide Subscriber various equipment to cause their system to be monitored. Upon completion of services, this device and will be returned or a fee for the device may be charges.
11. Contractor does not guarantee system to be monitored or repaired on any specific dates or times, therefore assumes no liability for delay in the installation or set-up or repairs of this system and Subscriber is aware that

monitoring of the system may not be in effect for up to 5 business days following initial connection, service or alterations of said system.

12. Subscriber is aware that the system must use Subscriber's phone line to transmit signals to a central monitoring station by dialing a special phone number. Blocking, Restricting, Suspension, Disconnection or interference of phone line or services may cause loss of signaling ability without notice to the central monitoring station. Phone disconnection protection is available at an additional cost from Contractor under separate Agreement. Subscriber is responsible for any phone company charges. In the event a telephone interface is required, an additional fee may be charged.

13. Subscriber consents to all telephone communications through central monitoring station being recorded and authorizes any employee, resident or emergency subscriber full authority to issue instructions in regards to operation, installation, or service of the system unless specified otherwise in writing.

14. Subscriber aware that monitoring services provided under this agreement do not include supervisory signals, including but not limited to opening, closing or auto tests. Transmission of these type of signals or receipt of excessive signals of any type will cause Contractor to access additional fees against Subscriber's account.

15. Subscriber is obligated to payments for services regardless, if their system is used or not.

16. Upon completion of service, contractor may at their option, remove their property at prevailing service rates. Contractor is not responsible for any repairs required after equipment or wiring removal.

17. Upon completion of initial agreement term selected by the Subscriber, monitoring services will automatically continue on a automatic self renewing one year term, that shall be billed on a month to month or annual basis, at the rate offered through Contractor, unless written cancellation notice is received by Contractor, a minimum of 60 days prior to automatic renewal date sent by certified mail to Contractor at the address of 4466 Kansas Ave, Omaha, NE 68111. Upon cancellation of this service, or in the event Subscriber fails to make the payment agreed to in this agreement, Contractor may, at its option, remove or disable any equipment owned by Contractor or suspend or discontinue all services including, but not limited to monitoring service, without liability to the Contractor, its agents or employees for any damages to Subscriber's premises or property caused during the original installation of the system or caused by the removal of the equipment. A reasonable service fee will be charged for the removal or disabling of the system either on site or by remote computer access.

18. Should any property of Contractors not be returned within 30 days of this agreement's cancellation, regardless of cause, Subscriber to make full payment for retail value set forth for missing or non returned equipment.

19. Subscriber shall not transfer this agreement to any other party. Transfer of this agreement can only be made by Contractor and will not be in effect unless new Subscriber contracts with Contractor by executing a replacement agreement.

20. Any claims for breach of this agreement or breach of any express or implied warranties of fitness or merchantability must be communicated IN WRITING, SENT BY CERTIFIED LETTER, TO THE CONTRACTOR WITHIN FIVE (5) DAYS OF THE ALLEGED BREACH. FAILURE TO DO SO WILL RESULT IN SUBSCRIBER'S FULL AND COMPLETE WAIVER OF ANY DEFENSES IT MAY HAVE AS A RESULT OF THE ALLEGED BREACH.

21. Subscriber agrees to pay any reasonable attorney's fees and costs incurred by Contractor in enforcing its rights under this agreement, whether or not suit is instituted.

22. Subscriber consents and agrees to settle all claims that may arise under this agreement in accordance with the laws of the State of Nebraska. The parties to this agreement consent to venue for such action to be Douglas County, in the State of Nebraska.

23. This agreement constitutes the entire agreement between the parties and is intended as a final expression of that agreement. This agreement supersedes all prior representations, understandings or agreements, and the

parties may rely only upon the contents of this agreement in executing it. This agreement may only be modified in writing by both parties or by an authorized agent of the same.

24. Title to all additional property installed and not purchased by Subscriber under this agreement to remain in Contractors name. List of "Additional Property Installed", but not purchased by Subscriber:

25. Time is of the essence in this agreement.

26. Any past due balances shall bear the interest rate of 1.5% per month, or the maximum allowable rate by law.

27. This agreement and its terms may be assigned or transferred without Customers prior consent to a third or new party.

28. If any part of this agreement is invalid or unenforceable, it shall not effect the remaining terms, obligations, or requirements set forth in the remainder of this agreement.

29. In the event any person, not a party to this agreement, shall make a claim or file a lawsuit of any kind against Contractor for any reason relating to Contractors duties or obligations pursuant to all aspects of performing this agreement, Subscriber to indemnify, defend and hold harmless the Contractor from any and all claims.

30. Should the customer cancel service with a certified letter prior to the depletion of any pre-paid initial / promotional rate monitoring cycles, all months of service prior to the cancellation date be re-billed at the month to month rate calculated at the higher month-to month rate from the original inception date of monitoring service against the original pre-payment amount allowing any unearned fees to be refunded to customer within 90 days.

SUBSCRIBER is aware of all terms and conditions of this agreement and has read this agreement, including all provisions with full understanding of all conditions and meaning of each condition set forth and knowingly accepts this agreement in full as an individual and as a authorized representative to any business or corporation if said business or corporation is a part of this agreement. This agreement constitutes the entire agreement between the SUBSCRIBER and CONTRACTOR and NO OTHER AGREEMENTS, GUARANTEES or WARRANTIES, real or implied are in effect.

_____/_____/_____
SUBSCRIBERS SIGNATURE DATED

_____/_____/_____
CONTRACTORS SIGNATURE DATED