

1. PARTIES AND SERVICES: The Subscriber has contracted with S & S Security Systems Program listed on the front of this Agreement, for a S & S Security Systems Personal Alert Security System for monitoring (the "Service").

The Program and the Subscriber have entered into this Agreement wherein and whereby the Program will provide Service to monitor alarm signals received from the Subscriber's equipment. The Service is provided through a Response Center. The Response Center may be operated by the Program directly or by subcontract with a separate monitoring service company. (The term "Program" always includes the Response Center whether it is the Program or a subcontractor.)

The monitoring Service consists solely of the receipt, analysis and response to alarm signals from the equipment. Upon receipt of an alarm signal, the Program will make reasonable effort to promptly notify the appropriate Police, Fire Department or Paramedic Unit, or other persons or entities (collectively the "Responders") designated by the Subscriber on the front page of this Agreement or as same may be changed on written notification by the Subscriber from time to time.

Program may, in its sole discretion, elect to notify the Responders if there is reasonable cause to believe that an emergency condition does not exist.

The Subscriber agrees that the Program is not responsible for the promptness, sufficiency or adequacy of the action of any Responder or any third party acting for a Responder, including the police, fire and emergency medical personnel which the Program may notify pursuant to this Agreement.

2. TERM: This Agreement starts on the date that the S & S Security Systems equipment is installed and will remain in effect until cancelled by either party. Either party may terminate this Agreement by sending the other party thirty (30) days prior written notice of termination. If after the termination of this Agreement the Subscriber fails to return the Equipment to the Program, then the Subscriber agrees to pay the Program the fair market value of the Equipment.

3. SUBSCRIBER DUTIES:

A. Provide and be responsible for suitable electrical and telephone service to allow installation and operation of the Equipment.

B. Make no alterations or repairs to the Equipment.

C. Not move the Equipment without the Program's written authorization.

D. Allow access to technical representatives identified by the Program to inspect the Equipment, to provide necessary maintenance, and to remove the Equipment after default or after termination of the Agreement.

E. Not cause repeated or frequent, inadvertent nor any willful false alarms.

F. Provide access to Responders.

G. Keep current the Subscriber information provided on the front of this Agreement. All changes shall be supplied to Program in writing and are the sole responsibility of the Subscriber.

H. Assumes responsibility to periodically test the Equipment for proper operation.

I. Acknowledges that all communications between Program and the Subscriber shall be recorded.

4. TELEPHONE LINES AND RJ31X JACK: If the Subscriber has two or more telephones on the premises using the same telephone number, and if one of these phones is off the hook or otherwise in use, the equipment will not operate unless a special connection, such as a RJ31X jack is installed. If the Subscriber would like this type of connection, it is the responsibilities of the Subscriber to have the telephone company install.

5. INTERRUPTION OF SERVICE: The Subscriber acknowledges that the equipment sends it signals using electrical power and telephone company telephone lines which are wholly beyond the control of the Program and IN THE EVENT TELEPHONE SERVICE IS OUT OF ORDER OR DISCONNECTED, THE EQUIPMENT WILL NOT OPERATE. The Program does not assume any liability for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fires, power failure, interruption of telephone service, acts of God, or any other cause beyond the Program's control including, without limitation, the activities of the Subscriber or any third party. *The Program is not required to supply monitoring services to the Subscriber while the interruption of service due to any such cause may continue.*

6. FALSE ALARMS OR ABUSE OF SERVICE: In the event that an excessive number of false alarms, as deemed by Program, are caused by the Subscriber's or a third party's carelessness, malicious or accidental use, Program, in its sole discretion, may deem the Subscriber to be in breach of this Agreement, and at Program's option,

may terminate the Agreement. In the event a fine, penalty, or other fee is assessed against Program by any governmental or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber agrees to reimburse Program for same.

7. FORCED ENTRY AND INACTIVITY ALARMS: The Subscriber understand that in the event that ANY ALARM SIGNAL, is received by the Program and a Responder is sent to the Subscriber's home, if the Subscriber cannot let the Responder into the house and the Responder does not have a key, the RESPONDER MAY HAVE TO BREAK INTO THE SUBSCRIBER'S HOME AND CAUSE DAMAGE TO THE HOME.

Any Alarm signal includes an INACTIVITY ALARM: If the Subscriber's equipment has an INACTIVITY ALARM and the Subscriber chooses to use THE INACTIVITY ALARM, then subscriber agrees to be responsible for any damage to the Subscriber's home caused by forced entry, EVEN IF THE SUBSCRIBER IS SIMPLY NOT HOME.

8. SUBSCRIBER'S AGREEMENT TO PROTECT PROGRAM: The Subscriber agrees to and shall indemnify, defend and hold harmless Program and its employees or agents for and against all claims brought by parties other than the parties to this Agreement (including, without limitation, claims by Responders, other emergency personnel and persons whose property is in the custody of the Subscriber).

9. ATTORNEY'S FEES: In the event that it shall become necessary for Program to institute legal proceedings to enforce any provision of this Agreement, the Subscriber shall pay to Program reasonable attorney's fees where permitted by law.

10. ASSIGNMENT: This Agreement may not be assigned by the Subscriber except upon the written consent of Program first obtained.

11. WARRANTIES AND DISCLAIMER: It is understood and agreed by the parties hereto that Program is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber, that Program is being paid to monitor a system designed to reduce certain risks of loss and that the amounts being charged by Program are not sufficient to guarantee that no loss will occur, that Program is not assuming responsibility for any losses which may occur even if due to Program's negligent performance or failure to perform any obligation under this Agreement. Program does not make any representation or warranty, including any implied warranty of merchantability of fitness that the system installed by the program or service supplied by Program may not be compromised, or that the service will in all cases provide the protection for which it is intended.

Since it is impractical and extremely difficult to fix actual damages which may arise due to the failure of services provided, if notwithstanding the above provision, there should arise any liability on the part of Program, such liability shall be limited to an amount equal to on-half of the annual service charge provided in any agreement between the Program and the Subscriber or Two Hundred Fifty Dollars (\$250), whichever is greater. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty.

Subscriber agrees to and shall indemnify and save harmless Program, its employees and agents, for and against all third party claims, lawsuits, and losses alleged to be caused by Program's performance, negligent performance or failure to perform its obligations under this Agreement.

The Subscriber assumes all risk of loss or damage to premises or the contents thereof, or personal injury. The Subscriber has read and understands all of this Agreement, which sets forth Program's maximum liability in the event of any loss, damage or injury to Subscriber or anyone else.

PROGRAM MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL EXPRESS OR IMPLIED WARRANTIES WHATSOEVER.

12. ENTIRE AGREEMENT/MODIFICATION: This Agreement shall constitute the entire Agreement between the Subscriber and Program. No person installing, servicing or otherwise dealing with the Equipment is or shall be authorized to act in the name or on Program's behalf or to bind Program in any way. This Agreement supersedes all prior representations, understandings or agreements of the parties. This Agreement may be modified only by a writing signed by the parties or their duly authorized agent. The parties agree that this Agreement is to be governed by the laws of the State of Missouri. In the event that any of the terms or provision of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.