

ALARM MONITORING AGREEMENT

1 Subscriber has entered into a written contract with Installing Alarm Company hereinafter referred to as the "Installer", for the installation, service and monitoring of an alarm system at Subscriber's premises, and Subscriber designated Installer as its exclusive agent to deal with Radio Alarm Central Inc. d/b/a NEXgeneration Central. The Installer has selected Radio Alarm Central, Inc. d/b/a NEXgeneration Central. (hereinafter referred to as "Central Office") to monitor the alarm system.

2. Central Office shall monitor signals received by Central Office from the alarm equipment installed at Subscriber's premises. Upon receipt of a signal indicating that an alarm condition exists, Central Office shall make every reasonable effort to notify the police, fire or other municipal authority deemed appropriate in Central Office absolute discretion, and such other persons Subscriber has requested receive notification of such alarm condition. All notifications by Central Office shall be by telephonic communication. Central Office is authorized by Underwriters Laboratories Inc. (UL) to furnish certified alarm system and to issue alarm certificates. Installer and Subscriber have requested Central Office to certify the alarm system and to issue a UL certificate for the type of system and protection provided for in the contract between Installer and Subscriber, which Central Office hereby agrees to do, subject to the terms and conditions of this agreement. Installer and Subscriber agree to notify Central Office in writing, within one day of the system being installed, altered, modified or serviced. Any and all inspections shall be made by the Installer and paid to Installer at time of inspection by the Subscriber. Installer agrees to perform any work and supply any material required by Central Office in its sole discretion so that system conforms with UL standards and requirements.

Central Office shall respond to closing troubles within one hour after they have been reported or in accordance with UL requirements.

Central Office may cancel the certificate without prior notice if in Central Office's sole discretion the system does not comply with UL standards and requirements, if the Central Office cannot provide the services required by UL for such certification or if Central Office's fees are not paid Central Office will provide in writing to Subscriber and Installer within one day of canceling UL certificate.

3. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication network wholly beyond the control of Central Office and are not maintained by Central Office and, therefore, Central Office shall not be responsible for any equipment failure which prevents transmission signals from reaching the Central Office monitoring center or damages arising there from.

4. Subscriber agrees to furnish Central Office with a written list of names and telephone numbers of those persons Subscriber wishes Central Office to notify of alarm signals. All changes and revisions shall be supplied to Central Office in writing or by electronic transmittal signed by Installer who shall be deemed Subscriber's agent for all purposes of this agreement. Subscriber irrevocably appoints Installer as its exclusive agent for all purposes of this agreement.

5. Subscriber acknowledges that Central Office is not related to or part of the Installer company. None of the equipment installed at Subscriber's premises is the property of Central Office and Central Office has made no representation, warranties or agreements regarding the equipment, nor has Central Office participated in the installation of the alarm equipment. Central Office has no responsibility for the condition or operation of the alarm equipment and Central Office is not responsible for the maintenance, service or repair of said alarm equipment. Central Office shall not be liable or responsible for equipment failure which prevents signals from reaching Central Office.

6. Subscriber acknowledges that Central Office is being paid for its monitoring service by the Installer and not by the Subscriber. In the event central Office does not receive payment when due, for any reason, Central Office shall be permitted to terminate this agreement and discontinue monitoring Subscriber's alarm system upon giving Subscriber ten (10) days notice of termination.

Central Office shall be permitted to terminate this agreement at any time and for any reason by giving Subscriber and Installer ten (10) days written notice. In the event Central Office terminates this agreement for any reason other than nonpayment, Central Office agrees to refund monitoring fees received for any period subsequent to the termination of Central Office monitoring services.

This agreement and Central Office's monitoring services shall terminate on the date fixed in Central Office notice of termination. Upon such termination Central Office 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 Central Office monitoring services, except that the Subscriber shall be liable to Central Office for all monitoring charges after notice of termination is sent if Subscriber's alarm signals continue to be received by Central Office. Subscriber shall be liable to Central Office for expenses incurred by Central Office in connection with excessive incoming alarm transmissions (runaway communicators) transmitted from Subscriber's location to Central Office, together with Central Office's legal fees to terminate the transmissions from Subscriber's location or recover any liability owed by Subscriber to Central Office.

Central Office notice of termination shall be given in writing and sent by regular first class mail to Subscriber and Installer.

Subscriber authorizes Central Office or Installer to access the control panel to input or delete data and programming.

7. If for any reason, including but not limited to, Central Office's failure, Central Office is unable to provide its monitoring services, Central Office, 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 Central Office in its sole discretion determines it will not be able to resume its monitoring service within 24 hours, Central Office agrees to notify Subscriber and Installer by telephone and in writing that monitoring services have been suspended. There shall be no refund, offset or deduction in Central Office's monitoring fees for suspended service provided suspended service does not exceed ten (10) days. Central Office will make pro rata refund to Installer for any period in excess often (10) days.

8. In the event Subscriber's contract with Installer is terminated, this contract and Central Office's monitoring services shall automatically terminate. Notice that the contract between Subscriber and Installer has terminated shall be given by Installer. The programming information contained within the communication device shall remain the property of the Central Office. In the event monitoring is terminated for any reason Central Office shall have the right to disregard signals and take whatever legal procedures that may be necessary to remove or erase the programming to prevent signals from being transmitted to Central Office. Subscriber and Installer shall be liable for all monitoring charges until the Central Office no longer receives signals from the Subscriber's location.

9. This agreement shall be governed by the laws of the State of Rhode Island. The parties agree that the courts of Rhode Island shall have exclusive jurisdiction over the parties hereto regarding any dispute between them and Installer and Subscriber submits to the jurisdiction of Rhode Island. The parties waive trial by jury in any action between them. Any action by Subscriber against Central Office must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against Central Office must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against Central Office 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.

10. Installer agrees that Central Office shall monitor Subscriber's alarm for a minimum of three years and from month to month thereafter. Subsequent to one year, Installer or Central Office may terminate this agreement by giving the other parties 30 days written notice. In the event of such termination by Installer, central Office shall not be required to return any money received for its monitoring services.

11. Medical Alert: If medical alert is specified under the schedule of installation as a service to be provided, upon receipt of a medical alert signal, Central Office or its subcontractor, shall, as soon as may be practicable, make any reasonable effort to notify by telephone those persons designated by Subscriber or the appropriate municipal police or fire department providing emergency medical response. Subscriber acknowledges that Central Office provides no response to a medical alert signal except notification to the appropriate party and that the provisions of this agreement exculpating and limiting Central Office's liability are fully applicable to the medical alert service.

12. Subscriber agrees that Central Office and the installing alarm company are not insurers and that no insurance coverage is offered herein. Payment by Subscriber are for an alarm system and monitoring designed to reduce certain risk of loss, though there are no guarantees that the alarm system or monitoring will reduce such risks or that no loss will occur Central Office and the installing company 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 Central Office or municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury was caused by or contributed to by Central Office or the installing company's negligent performance or failure to perform any obligations.

13. 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 or any other loss. If, notwithstanding the terms of this agreement there should arise any liability on the part of Central Office or the installing company as a result of their negligence to any degree or failure to perform any obligation, such liability shall be limited to \$250.00. If Subscriber wishes to increase the limitation of liability, Subscriber may, as of right, by entering into a supplemental agreement, obtain a higher limit by paying an additional amount consistent with the increase in liability.

14 The parties agree that in the event the Subscriber suffers damages as a result of Central Office's negligence to any degree or failure to perform any obligation it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of the Central Office, Subscriber agrees to accept \$250.00 as a liquidated damages in complete satisfaction, discharge and release of Central Office's liability.

15. The Subscriber shall maintain a policy of public liability, property damage, burglary and theft and fire insurance under which Central Office and the Subscriber are named as insured, and under which the insurer agrees to indemnify and hold Central Office harmless from and against all costs, expenses including attorney's 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 Central Office's negligent performance or its failure to perform any obligation. The minimum liability insurance shall be one million dollars for any injury or death, and property damage, burglary and theft and fire coverage in an amount necessary to indemnify Subscriber for property on its premises. Central Office 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 with the Subscriber is indemnified or insured.

16 Subscriber and installing alarm company agree to indemnify and hold Central Office harmless including reasonable attorney's fees from and against all claims lawsuits and losses alleged to be caused by Central Office's negligent performance to any degree or failure to perform under this agreement. 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 or subrogation Installer's or Subscriber a insurance carrier may otherwise have against Central Office arising out of this agreement or the relation of the parties hereto.

17. This agreement cannot be assigned by Subscriber without Central Office's prior written approval. Central Office shall be permitted to assign this contract to another monitoring company and shall be relieved of further obligations under this contract upon such assignment.

18. In any action commenced by Central Office, Installer and Subscriber waive personal service of any legal process and consents that service of process may be made by the United States Postal Service, by certified or registered mail. In any action between the parties the Subscriber and/or installing alarm company shall be jointly and severally responsible for Central Office's legal fees.

19. This agreement is binding on Central Office only after signed by an officer of Central Office.

20. This agreement constitutes the full understanding of the parties and may not be amended or modified or cancelled except in writing signed by both parties. Should any provisions of this agreement be deemed void, the remaining part shall not be affected except that in event Central Office issues a UL certificate to Subscriber or provides fire alarm monitoring, Central Office will comply with Underwriters Laboratory Inc. and the Fire Department of the City of Providence or any other local law requirements regarding items of protection provided for in this agreement.