

SYSTEM INSTALLATION, MONITORING AND SERVICING AGREEMENT

Subscriber:

Address:

City, State, Zip:

This is a System Installation, Monitoring and Servicing Agreement (the "Agreement") between Lifesafety Mangement ,Inc. (the "Company") and the person listed above as the Subscriber. This Agreement incorporates the attached System Information Schedule (the "Schedule") and any contract rider (each, a "Rider," and together with the Schedule, the "Attachments").

In this Agreement, "Equipment" means the equipment indicated on the Attachments; "Services" mean the services selected by the Subscriber as set forth on the Attachments; "Premises" means the premises at the address set forth on the Attachments; and "System" means any electronic security, life safety or emergency response system installed at the Premises.

The Company is sometimes referred to in this Agreement as "we" or "us." The Subscriber is sometimes referred to in this Agreement as "you" or "your."

The effective date of this Agreement (the "Effective Date") is set forth on the Attachments.

We will provide you with the Equipment and Service on the condition that you agree to the terms of this Agreement. Capitalized terms used in this Agreement have special meanings, which are contained throughout the Agreement.

1. **Equipment and Services.** The Company shall sell or lease (as indicated on the Attachments) and install the Equipment at the Premises. You shall pay Company for the Equipment and Services as indicated on the Attachments. You must pay us by using a credit, debit or other form of bank card acceptable to Company. You shall comply with Company's billing and payment policies as posted on Company's website from time-to-time.

2. **Term and Renewal.** The term of this Agreement shall be for thirty-six (36) months following the Effective Date. This Agreement shall automatically renew on a month-to-month basis for successive, equal periods unless either party provides written notice of non-renewal received no later than thirty (30) days prior to expiration date. The time periods in this paragraph must be complied with strictly.

3. **Installation and Service; System Removal.** You (i) will make the Premises available to us during our normal business hours (as set forth on Company's website); (ii) have the authority to permit us to install the Equipment at the Premises; (iii) understand that installation may require us to drill into doors, walls, ceilings or floors at the Premises; and (iv) will provide non-switched 110 volt service for some of the Equipment. Company's installers are not aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces. You must advise Company of such hidden objects or Company, and its installers are released for any damages, losses or expenses for personal injury, including death, or to real or personal property. Company is not obligated to repair, restore, or redecorate the Premises if the System is removed from the Premises. The Company makes no promise of installation of the Equipment or commencement of the Services by any particular date and shall not be liable for any loss, damage or expense resulting from any delay in the installation. You will notify the Company in writing prior to the removal of any of the Equipment or System, including the System transmitter ("Panel"), from the Premises or the relocation of any of the Equipment or System, including the Panel, to a different location within the Premises. Unless you obtain the Company's prior written consent, the Company shall not have any obligation to provide the Services or the services described in Section 13 upon such removal or relocation.

4. **Title to System and Panel.** Title to the Panel shall remain with the Company until the price of the System and installation services provided by the Company is fully paid. The Panel may be proprietary to Company and may not be compatible with receiving equipment at other monitoring facilities. Risk of loss or damage to the Equipment passes to you upon delivery to the Premises. You shall comply with Company's equipment testing and use policies as posted on Company's website from time-to-time.

5. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel telephoning the governmental agencies or the telephone number(s) supplied by Subscriber in writing (collectively, "Proper Authorities") upon the monitoring facility's receipt of (i) video data, (ii) data in the form of pre-determined

digital codes or (iii) voice communication received from the Premises (each, a "Signal" and collectively, the "Signals") reporting or indicating specific conditions. No monitoring service shall be rendered for Signals for which assistance is not requested or, if the data received is in the form of digital codes or video, for which assistance does not appear to be required, as determined by monitoring facility personnel in their sole and absolute discretion based upon the data presented and without any liability whatsoever. Company may modify, terminate or suspend any particular form of Service if permitted, requested or required to do so by any governmental authority, standards setting entity or insurance interest and Subscriber shall continue to pay the fees indicated on the Attachments notwithstanding any (i) such modification, termination or suspension; or (ii) any non-response policy of any Proper Authority. Upon receipt of (a) a Signal and before telephoning any other person or entity, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises as frequently as Company deems appropriate to verify the necessity to report the receipt of a Signal to any other person, and (b) an abort code to disregard the receipt of the Signal, Company may, in its sole and absolute discretion and without any liability, refrain from contacting Proper Authorities or advise Proper Authorities of receipt of an abort code or oral advice to disregard the receipt of the Signal. Company's efforts to notify Proper Authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Subscriber acknowledges and agrees that all software, hardware, firmware, shareware, codes, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from Services are Company's sole and exclusive property and that Subscriber has no rights whatsoever in any of the foregoing. To the extent any form of verified on-site response is required prior to telephoning or dispatching the Proper Authorities, Subscriber alone shall obtain and pay for such response.

6. **Communications Services; Data Transmission.** The System transmits and receives data *via* one or more communications services provided by a third-party such as a telephone, cable, wireless telephone or satellite provider (the "Communications Services"); (ii) some or all of the Communications Services access or incorporate the Internet or some other communications network (e.g., a radio or wireless telephone network); (iii) each of the Communications Services can be affected or delayed by any number of factors, natural or human. As a result, the transmission and receipt of data, regardless of the Communications Services used, may be interrupted, circumvented or otherwise compromised. If any of the Communications Services is interrupted by any cause, there will be no indication of such at the monitoring facility or otherwise unless Subscriber elects to use any available form of technology designed to detect and report such interruption at additional cost. If any Communications Service is incompatible, inoperative or interrupted, no data will be received at the monitoring facility or otherwise. Subscriber may elect to use some form of redundant equipment, technology or Communications Service or some other form of equipment, technology or Communications Service at additional cost. You shall test the System, the equipment, technology and Communications Services periodically and whenever changes are made.

7. **Monitoring Permit or License.** Your municipality may require a license or permit for the installation, use or monitoring of the System. You are solely responsible for complying with such requirements and providing Company with any license or permit number.

8. **Increase in Charges.** Company may increase periodic recurring charges at any one or more times following the initial thirty-six (36) month term of this Agreement. Company shall provide you thirty (30) days notice of such increase. If you are unwilling to pay the increased charges, you must notify Company in writing no later than fifteen (15) days prior to the date on which any such increase takes effect. Company may then rescind the increase in which event the Agreement shall continue under these terms and conditions for the balance of the term or Company may elect not to rescind the increase in which event this Agreement shall terminate on what would have been the effective date of Company's increase in charges. Notwithstanding the foregoing, you will reimburse the Company for any increased or additional direct charges incurred by the Company in providing the Services.

9. **Application Use.** If you access or otherwise use the Service through your Smartphone (e.g., iPhone, Droid, etc.) ("Application Use"), you (i) are entirely responsible to obtain and pay for the Smartphone and any charges incurred in connection with the Smartphone (including obtaining and paying for any Communications Services necessary for the Application Use; (ii) shall comply with the terms, conditions and directions for any Application Use; and (iii) acknowledge that we do not create any Application Use. For the ease of reference, the term "Service" throughout this Agreement includes any Application Use.

10. **Certain Video System Requirements.** Subscribers whose System transmits video shall comply with Company's video policies as posted on Company's website from time-to-time.

11. False Alarms; Suspension of Service, Shut-Down and Lock-Out. You are solely liable for false alarms. Excessive false alarms shall be a material breach of this Agreement. You must pay (or reimburse Company) any fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency. Company may, in its sole and absolute discretion, electronically lock out the Panel to limit access to Company only. If you default under this Agreement, or upon termination of monitoring services for any reason, or if the System becomes a "runaway" system, or excessively signals Company's monitoring station without apparent reason, you authorize and empower Company to (i) remove the System from the Premises (if installation and sale price not fully paid), (ii) disconnect the System, (iii) shut-down the Panel and/or the System, (iv) render some or all of the equipment incapable of signaling locally or communicating with any monitoring station; and/or (v) refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of Company's right to damages.

12. LIMITED WARRANTY.

A. COMPANY WARRANTS TO YOU ALONE ONLY THAT THE EQUIPMENT IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IF ANY EQUIPMENT BECOMES DEFECTIVE WITHIN (I) ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION OR (II) THE WARRANTY TERM PROVIDED FOR IN THE WARRANTY FROM THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS GREATER, COMPANY SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO YOU AND THIS SHALL BE COMPANY'S SOLE OBLIGATION. THIS WARRANTY IS NOT ASSIGNABLE.

B. IF YOU DISCOVER A DEFECT IN THE EQUIPMENT, YOU SHOULD IMMEDIATELY CONTACT COMPANY IN WRITING (E.G., THROUGH THE MY VIEW PORTAL) OR BY TELEPHONE AND FULLY DESCRIBE THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT OR SYSTEM, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

D. THIS WARRANTY DOES NOT COVER DAMAGE TO EQUIPMENT CAUSED BY ACCIDENT, THEFT, VANDALISM, NEGLIGENCE, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, WAR, RIOTS, TERRORISM, ANY CASUALTY, INCLUDING ELECTRICAL CHARGES, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY. COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT, SYSTEM OR SERVICES MAY NOT BE COMPROMISED, CIRCUMVENTED, OR WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE INTENDED. YOU ARE NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THERE ARE NO EXPRESS WARRANTIES THAT EXTEND BEYOND THOSE IN THIS AGREEMENT OR IN THIS PARAGRAPH. ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.

13. Per Call Repair Service.

a. Except for any repair services provided pursuant to Section 12, all repair service shall be per call repair service. Per call repair service consists of providing all necessary labor, material, parts and equipment to service the System. You agree to pay Company for all per call repair services on a time and material basis at Company's then prevailing charges.

b. All repair services, including per call repair services, to the System shall be performed by Company only. Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement. Repair services, including per call repair services, shall not be deemed to be a preventative maintenance program. Company shall have no obligation to provide services under this Section 13 unless and until you have notified Company of the need for such service.

You shall pay Company's minimum service call charge if you do not provide unrestricted access to the System when Company attempts to provide service at the Premises.

c. Company's sole obligation after receiving a service request from you is to dispatch a service technician to the Premises within a reasonable time after a service employee becomes available, during normal business hours.

14. Suspension of Service. Company's obligations under this Agreement are waived automatically without notice and you release Company for all loss, damage or expense following any default or breach of this Agreement by you or if any of the monitoring facility, communications equipment or technology or Communications Services are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and you shall be entitled to reimbursement of the unearned charges paid for the period of interruption on your request, which shall be the limit of Company's liability. If this Agreement is terminated or the Services are suspended or terminated for any reason, you shall immediately disconnect the System from all equipment, technology or Communications Services. Upon termination of this Agreement or if the Services are suspended or terminated for any reason we may, in our sole and absolute discretion, without notice, and without any liability, remotely disable, disconnect or block the System and data from the System from communicating with the monitoring facility.

15. SUBSCRIBER TO PURCHASE INSURANCE. NEITHER THE EQUIPMENT NOR THE SERVICES ARE GUARANTEED TO WORK OR BE ERROR FREE. OUR SERVICE FEES ARE BASED SOLELY ON THE VALUE OF THE SERVICES AND ARE UNRELATED TO THE VALUE OF PERSONS OR PROPERTY, OR THE LIKELIHOOD OR SEVERITY OF INJURY TO ANY PERSON OR DAMAGE TO PROPERTY. YOU AGREE TO ASSUME ALL RISKS FOR ANY LOSS, DAMAGE OR EXPENSE. WE ARE NOT YOUR INSURER. ACCORDINGLY, YOU AGREE TO PURCHASE ADEQUATE INSURANCE FROM A REPUTABLE INSURANCE COMPANY COVERING YOU AND OTHERS FOR ALL LOSS, DAMAGE OR EXPENSE. YOU FURTHER AGREE TO LIMIT ANY RECOVERY FOR ANY LOSS, DAMAGE OR EXPENSE TO THE PROCEEDS OF SUCH INSURANCE. (THIS INCLUDES THE RECOVERY OF OTHER PERSONS OR ENTITIES.)

16. OUR LIABILITY IS LIMITED. WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR EXPENSE ARISING FOR ANY REASON, REGARDLESS OF THE BASIS OF ANY CLAIM. IN NO EVENT WILL WE BE LIABLE TO YOU IN AN AMOUNT IN EXCESS OF ONE THOUSAND (\$1,000) DOLLARS.

17. INDEMNITY. WE WILL INDEMNIFY YOU (IN OTHER WORDS, MAKE YOU WHOLE) FOR ANY LOSS, DAMAGE OR EXPENSE OCCURRING WHILE COMPANY'S EMPLOYEE IS ON THE PREMISES IF SUCH LOSS, DAMAGE OR EXPENSE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF COMPANY'S EMPLOYEE. OUR OBLIGATION TO INDEMNIFY YOU SHALL BE LIMITED TO THE PROCEEDS RECEIVED FROM OUR INSURANCE POLICY, IF ANY. IF A THIRD PARTY, INCLUDING YOUR INSURANCE COMPANY, ASKS US TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF RELATING TO ANY MATTER OTHER THAN AS SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH, INCLUDING ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OUR NEGLIGENCE, YOU WILL INDEMNIFY US (IN OTHER WORDS, MAKE US WHOLE) WITHOUT ANY CONDITION THAT WE FIRST PAY FOR ANY LOSS, DAMAGE, OR EXPENSE, INCLUDING ANY ATTORNEYS' FEES. WE MAY APPOINT LEGAL COUNSEL TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST US.

18. Release of Insured Losses; Waiver of Subrogation. You release Company for all losses, damages or expenses covered by your insurance policies and for all insurance deductibles. You also waive and release any rights your insurance company may have against Company for money paid to you or on your behalf.

19. Finance and Late Charges. Invoices are due upon receipt. You agree to pay a finance charge of one and one-half (1-1/2%) percent per month (eighteen (18%) percent per year) for all charges not paid within thirty (30) days of the invoice date.

20. Credit Investigation Report. You authorize and direct the Company, either itself or through a third party reporting agency, to obtain information about your creditworthiness through a national credit-reporting bureau and understand this authorization will be valid until you withdraw the authorization by contacting the Company in writing. You further release all persons, credit bureaus and consumer reporting agencies, from liabilities or damages stemming from their having furnished such information. You also release the Company from any and all liability related to the preparation or use of the credit reports or receiving information about you..

21. Additional Equipment or Service. If, at any time after the date hereof, you request or authorize additional equipment or services, all sales, installation and services supplied by Company shall be

subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, installation or services.

22. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of any of the Services under this Agreement. The provisions of this Agreement inure to the benefit of and are applicable to (i) any subcontractors engaged to provide any of the Services to you; and (ii) each of Company's shareholders, partners, members, directors, employees, agents and representatives and bind you to all such persons or entities listed in subsection (i) or (ii) with the same force and effect as they bind you to Company.

23. **Consent to Intercept, Record And Use Communications.** You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person"), hereby consent to Company intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which you, Any Person or Company are parties. In addition, you understand and agree that (i) a video system enables Company to record, store, view and review images and (ii) video with audio capability enables Company to listen to, record, store, review and use video images with oral communications. Subscriber hereby agrees, authorizes and consents to Company recording, storing, viewing, reviewing and using video images and listening to, recording, storing, reviewing and using oral communications transmitted from the video system at the Premises.

24. **Electronic Media.** A copy of this Agreement and signatures transmitted and delivered by e-mail shall be deemed to be originals for all purposes. We may scan or otherwise convert this Agreement into an electronic and/or digital media file and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

25. **Environmental Considerations.** You represent and warrant that there are no hazardous substances, ultra hazardous or dangerous activities or conditions or public or private nuisance (collectively, "Hazardous Conditions") on the Premise and that there are no violations of any applicable local, state or federal law, order or court order respecting any Hazardous Conditions. Company may, in its sole and absolute discretion, immediately terminate this Agreement if this representation and warranty is not true in each and every respect.

26. **Prior Agreements With Others.** You represent and warrant that (a) your cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person or entity.

27. **Assignment.** You may not assign this Agreement. The Company may assign all or any portion of this Agreement.

28. **No Waiver of Breach.** Waiver of your breach of this Agreement shall not be a waiver of any subsequent breach. Company's rights under this Agreement be cumulative, may be exercised concurrently or consecutively and shall include all remedies available even if referred to in this Agreement.

29. **Time Limitation on Actions.** All claims, actions or proceedings against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred. The time period in this paragraph must be complied with strictly.

30. **Integrated Agreement.** This Agreement, the Attachments and any document made a part of this Agreement contains the entire Agreement between the parties respecting the transactions described in such documents and supersedes all prior or current negotiations, commitments, contracts (express or implied) warranties (express or implied) statements and representations, whether written or oral, pertaining to such transactions, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS MADE ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") NOT EXPRESSED IN THIS AGREEMENT AND, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY INDUCEMENT WHICH IS NOT SET FORTH IN THIS AGREEMENT.

31. **Valid Agreement.** Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.

32. **Modifications.** All changes or amendments to this Agreement must be in writing and signed by all parties to be binding.

33. **Default.** If you default under this Agreement, Company shall be entitled to retain all prepayments received and you shall immediately pay Company (a) all payments then due and payable, (b) Two Hundred Fifty (\$250) Dollars as a reimbursement to the Company for the cost of the Equipment and (c) seventy percent (70%) of all payments due for the unexpired term as agreed upon damages and not as a penalty; *provided* that if you default under this Agreement after the first anniversary of the Effective Date, you shall not be required to pay the Two Hundred Fifty (\$250) Dollars as a reimbursement to the Company for the cost of the Equipment. Company shall have no further obligation to perform under this Agreement. In addition, you shall pay Company for all costs and expenses in enforcing its rights under this Agreement including reasonable attorneys' fees.

34. **Binding Agreement.** This Agreement only becomes binding upon Company when signed by Company's authorized representative or upon the commencement of any of the Services. If there are any additions, alterations, modifications or deletions to these printed terms, such terms shall not become part of the Agreement unless agreed to and initialed by a person authorized to agree to such terms by Company. You may not receive a copy of this Agreement executed by Company's authorized representative. This Agreement is binding on the parties' heirs, executors, administrators, successors and permitted assigns. THE LIMITATIONS IN SECTION 16 APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

35. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the state in which the Company's principal place of business is located without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

36. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement. When used in this Agreement, the word "including" shall mean "including, but not limited to."

37. **Right to Notice and Cure.** If Company breaches this Agreement, you shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach. Company may cure the breach within five (5) business days following Company's receipt of the written notice or, if the breach cannot be reasonably cured within such period, to promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to you for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any such breach.

38. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. **EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.**

39. **Right to Terminate.** Notwithstanding anything set forth in this Agreement to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice. If such termination is without cause, Company shall refund you any unearned service charges.

40. **Portal License.** We grant you a non-exclusive, non-transferrable license to access the "My View" portal at Company's website (<http://www.yspsecurity.com/myview>) (the "My View Portal") to input, delete and modify information related to your account and the Services. You will use the My View Portal in accordance with the company's policies as posted on Company's website from time-to-time. There is a risk that unauthorized persons may gain access to the My View Portal and data. You consent to our posting data the My View Portal. Except for your (a) failure to keep confidential all such information, data, passwords, etc., (b) use of the license or information in any manner that negatively affects us, (c) use of the license, data or information for any illegal purpose, or (d) violation of any applicable law, this license will continue and be co-extensive with the term of this Agreement. You will be solely responsible for information you deliver, delete or modify. Upon termination of this Agreement or termination or suspension of the license by us, we may immediately, and without notice, disable your access to the My View Portal and cancel all passwords or other access codes. For purposes of this Agreement, the license granted under this Section 40 shall be deemed to be part of the "Services."

41. NOTICES TO SUBSCRIBER.

BY CHECKING THIS BOX, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS AGREEMENT AND THE ATTACHMENTS, INCLUDING THE SYSTEM INFORMATION SCHEDULE AND ANY CONTRACT RIDER, BEFORE SIGNING.

BY CHECKING THIS BOX, YOU ACCEPT (IN OTHER WORDS MAKE LEGALLY BINDING) THIS AGREEMENT AND THE ATTACHMENTS, INCLUDING THE SYSTEM INFORMATION SCHEDULE AND ANY CONTRACT RIDER.

BY CHECKING THIS BOX, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE FOLLOWING PARAGRAPHS OF THE AGREEMENT (I) LIMITED WARRANTY AND OTHER DISCLAIMERS IN PARAGRAPH 12; (II) LIMITATION OF LIABILITY IN PARAGRAPH 16 AND (III) THE INDEMNITY OBLIGATION IN PARAGRAPH 17

BY CHECKING THIS BOX, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE EARLY TERMINATION FEE (LIQUIDATED DAMAGES) IN PARAGRAPH 33.

BY CHECKING THIS BOX, YOU ACKNOWLEDGE THAT YOU MAY PRINT THIS AGREEMENT AND ATTACHMENTS BY OPENING THE FORM OR ATTACHMENT AND CLICKING THE PRINT BUTTON ON YOUR INTERNET BROWSER. PAPER COPIES OF THIS AGREEMENT ARE AVAILABLE UPON REQUEST. SEE THE DIGITAL SIGNATURE POLICY FOR MORE INFORMATION.

BY CHECKING THIS BOX, YOU ACKNOWLEDGE THAT YOU MAY LOSE THE USE OF THE SYSTEM YOU BOUGHT OR ARE USING PURSUANT TO THIS AGREEMENT IF YOU DO NOT MEET YOUR CONTRACTUAL OBLIGATIONS.

BY CHECKING THIS BOX, YOU SPECIFICALLY ACKNOWLEDGE AND AUTHORIZE THE COMPANY TO PERFORM A CREDIT INVESTIGATION AS SET OUT IN PARAGRAPH 20.

FOR CONSUMER TRANSACTIONS ONLY: BY CHECKING THIS BOX, YOU ACKNOWLEDGE YOUR RIGHT TO CANCEL. YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU EXECUTED THIS AGREEMENT. SEE THE NOTICE OF CANCELLATION FORM ATTACHED TO THIS AGREEMENT FOR AN EXPLANATION OF THIS RIGHT.

BY SIGNING THIS AGREEMENT, I INTEND TO BE LEGALLY BOUND.

Agreement Accepted by:

Name:

Title:

Company:

LSM - Authorized Representative

Signature

Date

Signature

Date