

Security Service Center Inc.

P. O. Box 5922 - Dayton, Ohio 45405

THIS ALARM INSTALLER AGREEMENT is entered into this _____ day of _____, 20____, by and between SECURITY SERVICES CENTER Inc (Hereafter referred to as "Company) and, _____ (hereafter referred as "Installer").

1. The installer is engaged in the business of equipping, furnishing and installing protective devices and intends to enter into agreement with Installer's customers (hereinafter called "the Subscribers!") For the Company to provide monitoring service for said installed devices as outlined in Monitoring Service Request Form, which will become part of this agreement as though set forth herein in full. Installer shall provide to Company, in writing, the services to be provided to each individual Subscriber before Company acceptance of Subscriber.
2. The Company agrees to provide monitoring and notification services and Installer agrees to pay the Company pursuant to the current price list in effect at the time Installer's Subscribers is put on line for monitoring service, and be subject to any future price increases. Fees will be paid to Company by installer on a monthly, quarterly, semi-annual or yearly basis, in advance as determined by the monitoring service request form. If payment is not received by the Company on or before the 5th day of the following month; the Company has the option to impose a service charge on the outstanding balance. It is the responsibility of the Installer to audit their billing monthly and to set forth in writing any discrepancy to Security Services Center within 30 days of invoice date. If Installer fails to pay any amount as provided herein, or if Installer fails to perform any other provision of this agreement within 10 days after the request thereof, or if Installer makes any assignment for the benefit of creditors, Company shall have the right, but not be obligated, to exercise any one or more of the following remedies: (a) Recover the existing amount due from Installer and continue to service the Subscribers in which case, Company shall be entitled to recover, in addition, the in monthly payments due under this Agreement for said services; or (b) Cancel all services to the Installer and its Subscribers, and then recover the existing amount due from Installer including the cost of cancellation of the services; or (c) If the Installer is canceled by the Company for non-payment, those Subscribers that own their own systems may pay directly to the Company until a new Installer is located to service the Subscribers system.
3. Service to any subscriber shall become effective only when (a) the Company shall have received a completed approved Monitoring Service Agreement and the installer having sent an acceptable test signal on the monitoring equipment provided by the Installer for such Subscriber for each condition which will be monitored by Company. Failure by installer to provide a completed Subscriber contract within 10 days from the online date shall result in immediate cancellation of all temporary services to the Installer and Subscriber. Installer understands and agrees that such cancellation is automatic and will occur without prior additional notification.
4. Any fees paid by the Installer for services to a Subscriber shall not be refundable. Notwithstanding the forgoing, if the Installer shall for any reason terminate its agreement with a Subscriber or if Subscriber shall, for any reason terminate its agreement with the Installer, the Installer shall, upon written notification to the Company of such termination have the option (a) within (30) days of such termination, and upon payment of prevailing monitoring fee, to substitute another Subscriber for the same services and obtain credit for the remaining term of the Subscribers Agreement. Upon termination of service for any reason Alarm Installer will disconnect and/or deprogram the communications device of the alarm system. This must preformed prior to Security Services Center accepting the account as canceled and issuing credit for discontinued Subscriber accounts. All cancellation of subscribers must be submitted to Security Services Center, using only Security Services Center cancellation forms and signed by authorized individuals).
5. The Company and Installer agree that the Company's sole and only obligation under this Agreement and/or under agreement between the Subscriber and the Installer shall be to monitor signals received by means of the protective system and to respond thereto. Installers subcontracts monitoring service of their Subscribers to the Company; in the event any person, including but not limited to Subscribers, not a signatory party to this Agreement, shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, monitoring service, response to, operation, or non operation of the alarm system, Installer agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits brought by third parties , Including the payment of all damages , expenses, costs, and attorneys' fees, whether these claims be based upon active or passive negligence , strict compliance , or product liability on the part of the Company, its agents, servants or employees.

Security Services Center

By: _____

Title: _____

App. By: _____

Alarm Company

Company Name _____

Address _____

City _____

State _____ Zip _____

Signature of Owner _____

The Agreement includes the terms and conditions on the reverse side. READ THE TERMS AND CONDITIONS ON REVERSE SIDE!

6. The Company, upon receipt of an alarm signal from a Subscriber's location shall make every reasonable effort to transmit notification promptly to the authorities and/or person or persons whose names and telephone numbers are set forth on the customer monitoring contract received by the Company as to each Subscriber, or as the same may have been changed on WRITTEN notification by the Installer from time to time, unless there is reasonable cause to assume that an emergency does not exist. Company may attempt to verify the nature of the emergency by telephoning Subscribers premises prior to notifying emergency personnel. Company may discontinue any particular form of response or notification service if required by any governmental body or insurance provider.

7. It is understood that the Company owns none of the equipment in the Subscribers' location and has no responsibility for the condition and/or functioning thereof and the maintenance, repair, service, replacement or insurance of the alarm protective equipment are not the obligation or responsibility of the Company.

8. This Agreement may be suspended at the Company's option, as to any Subscribers, should the protective equipment on the premises of such Subscriber become so disabled or so substantially that further service to such Subscriber is impracticable, In such event, the Company may, at it's sole option make a pro rata refund to the Installer for fees during period of suspension. The Company assumes no liability for delay in installation of the system, or interruption of service due to strikes, flood, riots, fires, acts of God or any causes beyond control of the Company. The Company will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.

9. The Company shall not be responsible for interruption in service due to any telephone or service failure, since signals to the Company are received by means of the telephone system. The availability of services and response times are, in the main, governed by the telephone system and the Company assumes no liability for delays caused by said system. Installer acknowledges that if the signals from a Subscribers Alarm are to be transmitted via Subscribers regular telephone service that Company will not know if the service is interrupted, disconnected or otherwise impaired. If the system is radio the Company will not be liable Men signal is not received by Company.

10. It is understood and agreed: that Company is not an insurer, that insurance shall be obtained by the Installer; that the payments provided for herein are based solely on the value of the monitoring service as set forth herein and are unrelated to the value of Installers property, Subscribers property or the property of others located on Subscribers premises; that Company makes no guaranty or warranty including any implied warranty of merchantability or fitness that the services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Installer acknowledges that it is impractical and extremely difficult to fix damages, if any, which may proximately result from Company's negligence, a failure to perform any of the obligations herein, or the failure of the monitoring system to properly operate with resulting loss to Subscriber and/or Installer because of among other things:

- (1) The uncertain amount of value of Subscribers property or the property of others kept on the premises which lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert.
- (2) The uncertainty of the response time of any police or fire department, paramedic unit or others, should they be dispatched as a result of a signal being received.
- (3) The inability to ascertain what portion, if any, of any property loss, personal injury or death would be proximately caused by Company's failure to perform or by its equipment to operate;
- (4) The uncertainty of any claim that might be made by Subscriber against Installer or Company.
- (5) The Nature of the service to be preformed by the Company.
- (6) The nature of the service to be performed by Company

Installer understands and agrees that if Company should be found liable to Installer for loss or damage due top Company's negligence or a failure of Company's monitoring service or monitoring equipment in any respect whatsoever, Company's liable shall be limited to an amount not to exceed Three Hundred Dollars (\$300.00) and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damaged, irrespective of cause or origin results directly or indirectly to persons or property, from performance or non performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Company , its agents, assigns or employees.

11. The Installer agrees to pay for any licenses and all sales, use or business taxes or imposition by municipal, state and/or Federal authorities in connection with the services to be performed by the Company and the Installer agrees to hold the Company harmless from, and to indemnify it against, any claims for the foregoing.

12. It is understood and agreed between the parties hereto, that if there is any conflict between this contract and the Installer's purchase order, or any other document, this Agreement will govern.

13. This Agreement is made in the state of Ohio and shall, in all respects be governed by the laws of the state of Ohio, and venue for any such litigation shall be in the County of Montgomery, Ohio.

14. This Agreement contains the entire understanding between the parties. It becomes valid only when and if it is signed and sealed by a duly authorized representative of the Company. No representative of any kind not contained herein or those made by any third party shall in any way bind the Company.

15. In the event it shall become necessary for Company to institute legal proceedings as a result of Installers Breach of the Agreement, then and in such proceedings the unsuccessful party shall pay the successful party reasonable attorneys fees, and actual costs.

COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE MONITORING EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR USE: INSTALLER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATED AN EXPRESS WARRANTY; AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF. INSTALLER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT AND PARTICULARLY THE PARAGRAPHS REGARDING COMPANY'S LIMITATION OF LIABILITY AND RIGHT OF INDEMNIFICATION.