

TERMS AND CONDITIONS APPLYING TO SYSTEM DESIGN, SALE OF EQUIPMENT, MONITORING AND ANY OTHER RELATED SERVICES

AGREEMENT OF PURCHASE BETWEEN SAFECO ALARM SYSTEMS, INC., A New York Corporation, hereinafter referred to as COMPANY and The Customer listed on the front of this agreement under the section entitled "Billing Name and Address" Hereinafter referred to as CUSTOMER. The term purchase shall include but not be limited to system design, equipment, monitoring and related terms.

1. LIMITED WARRANTY --- Any part of the system, including the wiring, installed under this agreement which proves to be defective in material or workmanship within one year of the date of completion of installation will be repaired or replaced at COMPANY'S option with a new or functionally operative part. Labor and material required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of one year following the completion of the original system. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty call or write our service department at the telephone number or address listed on the front of this contract. Service pursuant to the warranty will be furnished only during COMPANY'S normal working hours, 8:30 am to 5:00 pm, Monday through Friday, except holidays. COMPANY shall not be responsible for failure to render service due to causes beyond its control. Services rendered outside the normal working hours of COMPANY are not within the scope of this warranty and any services requested to be performed at such times shall be charged for at COMPANY'S then applicable rates for labor and materials. This warranty does not apply to conditions listed below and in the event CUSTOMER calls COMPANY for service under the warranty and upon inspection it is found that one of these conditions has led to the inoperability or apparent inoperability of the system, a charge will be made to the service call of COMPANY'S representative whether or not he actually worked on the system. Should it actually be necessary to make repairs to the system due to one of the "conditions not covered by warranty" a charge will be made for such work at COMPANY'S then applicable rate for labor and materials. CONDITIONS NOT COVERED BY WARRANTY. A. Damage resulting from accident, acts of God, alterations, misuse, tampering or abuse. B. Failure of the CUSTOMER to properly close or secure a door, window, or other point protected by a Burglar Alarm device. C. Failure of the CUSTOMER to properly follow operating instructions provided by COMPANY at time of installation or at a later time. D. Trouble in a telephone line. E. Trouble due to interruption in commercial power.

THE WARRANTY ABOVE IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES.

THE EXCLUSIVE REMEDY OF THE CUSTOMER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY COMPANY, THE NEGLIGENCE OF COMPANY OR OTHERWISE. COMPANY'S LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE SYSTEM. SOME STATES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW, ANY ACTION AGAINST COMPANY IN CONJUNCTION WITH THIS SYSTEM MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. No agent, representative or employee of COMPANY nor any other person is authorized to modify this warranty in any respect. This warranty gives you specific legal rights and you may also have other rights which may vary from State to State.

2. Title to the equipment is to remain in COMPANY until the full purchase price has been paid. Failure to pay the purchase price of the installed equipment when due shall give COMPANY the right, without obligation to redecorate or repair the premises or any other liability, to repossess that equipment, with or without notice and to avail itself of any legal remedy. 3. INSTALLATION --- COMPANY agrees to install the equipment listed on the reverse side of this agreement in a workmanlike manner in accordance with the following conditions: A. CUSTOMER will make premises available without interruption during COMPANY'S normal working hours, 8:30 am to 5:00 pm, Monday through Friday, excluding holidays. B. CUSTOMER understands that the installation will necessitate drilling into various parts of premises, COMPANY intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which, due to construction, decoration or furnishing of the premises, COMPANY determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. C. CUSTOMER agrees to provide 110 AC electrical outlet at designated location, for equipment requiring AC power. D. CUSTOMER agrees to provide for lifting and replacing carpeting, if required for installation of floor mats or wiring.

TERMS AND CONDITIONS OF MAINTENANCE SERVICE, SIGNAL RECEIVING AND NOTIFICATION SERVICE AND DIRECT CONNECT SERVICE

1. Maintenance service for the equipment supplied under this agreement will be provided by COMPANY. If not contracted for before the expiration of the Warranty, COMPANY will enter into a service contract only after inspecting the system and only after making any necessary repairs or replacement to the system at a charge to the CUSTOMER for labor and/or material at COMPANY'S then prevailing rates. 2. Repairs and Parts Replacements without Maintenance Service --- After the Warranty, and if a Maintenance Service Rider has not been signed or as to conditions excluded from Maintenance Service, COMPANY will, if requested, provided the CUSTOMER will repair and replace, for the equipment at COMPANY'S prevailing prices and terms at the time. 3. A Direct Connection to the Municipal Police, Fire Department or any Agency shown shall be provided if the reverse side of this Agreement provides for direct connect service. 4. Signal Receiving and Notification Service shall be provided by COMPANY if the reverse side of the Agreement includes a charge for Signal Receiving and Notification Service. Under such service, in the event a distinct holdup alarm signal, if provided, or a fire alarm signal registers at COMPANY'S CENTRAL STATION, COMPANY shall endeavor to notify promptly at its sole discretion may endeavor to contact the CUSTOMER'S premises by telephone to verify that the alarm is not false. Failing to contact the CUSTOMER promptly or questioning the nature of the response received upon such contact, COMPANY shall endeavor to notify promptly the appropriate Police or Fire Department. In the event a supervisory signal or trouble signal registers at COMPANY'S CENTRAL STATION, COMPANY shall endeavor to notify promptly the designated representative of the CUSTOMER.

It is understood and agreed that in the event the connection service contracted for herein is terminated, some of the equipment may not be compatible with other receiving equipment.

5. Cancellation --- This agreement may be terminated at the option of COMPANY at any time in the event that COMPANY'S CENTRAL STATION is destroyed or so substantially damaged by fire or other catastrophe that is impracticable to continue service, or in the event that COMPANY is unable to secure or retain connections or privileges necessary for the transmission of signals by means of conductors between the CUSTOMER'S premises and the COMPANY'S CENTRAL STATION or between COMPANY'S CENTRAL STATION and the Municipal Fire or Police Department or between the CUSTOMER'S premises and the Municipal Police and Fire Department or other Agency and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. It is understood and agreed that this agreement may be terminated by COMPANY in the event that CUSTOMER fails to follow any recommendation COMPANY may make for the repair or replacement of defective parts not covered under WARRANTY or Maintenance Service Rider or in the event that the CUSTOMER'S failure to follow the operating instructions provided at the time his system was installed in an undue number of false alarms or if the premises in which the system, is installed are so modified or altered after installation as to render continuation of service impractical, in the event of such termination, COMPANY will refund to the CUSTOMER any advanced payment made for service to be supplied subsequent to the date of such termination less any amount still due for the sale of equipment.

GENERAL TERMS AND CONDITIONS

1. LIMITS AND LIABILITY --- IT IS UNDERSTOOD THAT COMPANY IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CUSTOMER AND THAT AMOUNTS PAYABLE TO COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND EQUIPMENT AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, COMPANY MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT, THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF COMPANY AND AGREES THAT COMPANY SHALL BE EXEMPT FROM LIABILITY FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OF SERVICE IS DESIGNED TO DETECT OR AVERT, THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF SYSTEM DESIGN, SALE OF EQUIPMENT, MONITORING AND ANY OTHER RELATED SERVICE IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO \$250.00, AS THE EXCLUSIVE REMEDY, AND THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF COMPANY, ITS AGENTS, OR EMPLOYEES. NO ACTION SHALL BE BROUGHT AGAINST COMPANY MORE THAN ONE YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. IF THE CUSTOMER DESIRES COMPANY TO ASSUME A GREATER LIABILITY, COMPANY WILL AMEND THIS AGREEMENT TO ALLOW THE CUSTOMER TO PAY AN ADDITIONAL ANNUAL AMOUNT NECESSARY TO PURCHASE AN INSURANCE POLICY FOR SUCH GREATER LIABILITY. NO SUCH AMENDMENT SHALL BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER, COMPANY AND THE INSURANCE CARRIER WHICH WILL BE INSURING THE ADDITIONAL LIABILITY. IN THE EVENT ANY PERSON NOT A PARTY TO THIS AGREEMENT SHALL MAKE ANY CLAIM OR FILE ANY LAW SUIT AGAINST COMPANY FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAW SUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COST AND ATTORNEY'S FEES. IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER AGENCY THAT DEPARTMENT OR AGENCY MAY INVOKE THE PROVISIONS HEREOF AGAINST ANY CLAIM BY THE CUSTOMER DUE TO ANY FAILURE OF SUCH DEPARTMENT OR AGENCY.

2. ASSIGNEES/SUBCONTRACTORS OF COMPANY. COMPANY SHALL HAVE THE RIGHT TO ASSIGN THIS AGREEMENT TO ANY OTHER PERSON, FIRM OR CORPORATION WITHOUT NOTICE TO CUSTOMER AND SHALL HAVE THE FURTHER RIGHT TO SUBCONTRACT ANY INSTALLATION, MONITORING, MAINTENANCE OR OTHER SERVICES WHICH IT MAY PERFORM. CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT AND PARTICULARLY THOSE PARAGRAPHS RELATING TO COMPANY'S MAXIMUM LIABILITY, LIQUIDATED DAMAGES, AND THIRD PARTY INDEMNIFICATION, INURE TO THE BENEFIT AND ARE APPLICABLE TO ANY ASSIGNEES AND/OR SUBCONTRACTORS OF COMPANY, IN THAT THEY BIND CUSTOMER WITH RESPECT TO SAID ASSIGNEES AND/OR SUBCONTRACTORS WITH THE SAME FORCE AND EFFECT AS THEY BIND CUSTOMER TO COMPANY.

3. TAXES, MUNICIPAL CHARGES, ETC. --- IN ADDITION TO THE CHARGES HEREIN, THE CUSTOMER AGREES TO PAY ANY TAXES, FEES OR OTHER CHARGES RELATING TO THE INSTALLATION OR SERVICE PROVIDED UNDER THIS AGREEMENT WHICH ARE AUTHORIZED OR IMPOSED BY ANY GOVERNMENT BODY.

4. System Communication Charges --- If communication charges are included in the annual charge specified on the reverse side, CUSTOMER agrees to pay any increase in charges to COMPANY for facilities required for transmission of signals under this agreement.

5. Verbal --- There are no verbal understandings changing or modifying any of the terms of this agreement.

6. Approval --- This agreement is not binding unless approved by an authorized representative of COMPANY. In the event of failure of approval, as aforesaid, the only liability of COMPANY shall be to return to CUSTOMER the amount, if any, paid to COMPANY upon the signing of this agreement. COMPANY shall have no liability for delays in installation.

7. Entire Agreement --- This constitutes the entire agreement between CUSTOMER and COMPANY and no representation, statement, promise, condition, inducement, advertisement or advice not contained in this agreement shall be binding upon COMPANY as a warranty or otherwise. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the CUSTOMER.

X Neil Bettay
Signature Date