



Alarm Monitoring Service Agreement

This AGREEMENT made on the date indicated below hereof between DGX, LLC (hereinafter called "Company") and the Subscriber indicated above (hereinafter called "Subscriber").

In consideration of the mutual promises and covenants hereinafter specified, and for other good and valuable consideration, the parties hereto do, for themselves, their successors, and assigns mutually agree as follows:

1. The customer understands that the Company is in the business of providing 24 hour telephonic monitoring services for customers who have alarm systems at their places of business, homes, etc. The customer understands that the Company must know and have on record basic information about the customer's system. The customer also acknowledges that he has completed the portion of this contract which calls for that information, and the Company, in performing its obligations under this contract, will rely on the information given by the customer.
2. Subscriber hereby represents that it has contracted, or is about to contract, with installer for the installation of a protective system at premises owned or occupied by subscriber and in connection with such installation has also requested monitoring service of said system. Installer and Subscriber have entered into an agreement whereby the Installer will provide monitoring services for the Subscriber consisting of the following:
 - a. direct call response by experienced operators to an emergency situation until proper authorities are notified;
 - b. direct call response until a contact person designated by Subscriber is notified;
 - c. Notification to the Installer that an alarm condition has occurred, if requested;
 - d. such other services as may be agreed upon by the parties;
3. The parties agree that the Company's sole obligation under this agreement shall be to monitor signals received from the protective system located on Subscriber's premises. The Company, upon receipt of a signal shall make every reasonable effort to transmit notification of the alarm promptly to the police, or other authorities and to the person or persons whose names and telephone numbers are provided to the Company by Subscriber, unless there is just cause to assume that an emergency condition does not exist.
4. Subscriber shall carefully and properly set the alarm system each night or at such other time as the Subscriber shall close its premises. Subscriber shall carefully and properly test the alarm system prior to each close period and shall immediately report to the Company and the Installer any claimed inadequacy or failure of the system.
5. The customer acknowledges that the alarm system is owned by him and all responsibility to notify the installer of any problems with the maintenance, repair and service of the system are the sole responsibility of the customer and not of the Company.
6. Customer understands that the signals from the alarm system which the Company will monitor are transmitted over normal telephone lines to the Company. Customer also understands that the Company cannot be responsible for any monitoring during periods where customer's telephone lines are not working or under any condition which would make it impossible to send a normal telephone call from the customer's premises to the Company's place of business.
7. The Company can also not be responsible for any losses or damages suffered by a customer caused by:
 - a. Defects or deficiencies in the alarm system owned by the customer.
 - b. Delay in response time or failure to respond by any person or authority notified by the Company according to customer's instructions in this contract.
8. This agreement shall continue for as long as the Installer contracts with the Company for the performance of monitoring services for said Subscriber. In the event that installer notifies the Company of its termination of service for Subscriber for any reason, or in the event that the Installer fails or refuses to make payment for services furnished, or to be furnished, to the Subscriber, the Company will give the Subscriber at least fifteen (14) days notice of termination of such services to the Subscriber and, upon giving such notice, this agreement and all the Company's responsibilities hereunder shall come to an end as of the date fixed in such notice. This agreement may also be suspended, at the Company's option, should the protective equipment or the premises of Subscriber become so substantially disabled or damaged that further service is impracticable, or if the

rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone communication service, act of God, or any other cause beyond the control of the Company.

9. IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON ANY SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER: THAT COMPANY IS BEING PAID TO MONITOR A SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY THE COMPANY ARE NOT SUFFICIENT TO GUARANTY THAT NO LOSS WILL OCCUR. THAT THE COMPANY IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES WHICH MAY OCCUR EVEN IF DUE TO COMPANY'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT THE COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM INSTALLED BY THE INSTALLER OR SERVICE SUPPLIED BY THE COMPANY MAY NOT BE COMPROMISED OR THAT THE SERVICES 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, NOT WITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF THE COMPANY, SUCH LIABILITY SHALL BE LIMITED TO \$100. THIS SUM SHALL BE THE COMPLETE LIMIT OF THE COMPANY'S LIABILITY AND SHALL NOT BE DEEMED AS A PENALTY. IN THE EVENT THE SUBSCRIBER WISHES THE COMPANY TO ASSUME A GREATER OR HIGHER LIMITATION OF LIABILITY, THE SUBSCRIBER MAY AS A MATTER OF RIGHT, OBTAIN FROM THE COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE IN DAMAGES, BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD THE COMPANY AS AN INSURER.
SUBSCRIBER AGREES TO AND SHALL INDEMNIFY AND SAVE HARMLESS THE COMPANY, ITS EMPLOYEES AND AGENTS, FOR AND AGAINST ALL THIRD PARTY CLAIMS, LAWSUITS, AND LOSSES ALLEGED TO BE CAUSED BY COMPANY'S PERFORMANCE, NEGLIGENT PERFORMANCE, OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.
10. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order or any other document, this contract will govern.
11. This agreement may not be assigned by the Subscriber, except upon the written consent of the Company first obtained.
12. The parties specifically agree that any notices required to be given under this agreement shall be made in writing and sent to the address of each party indicated herein, or such other address as from time to time may be known by either party, that this agreement contains the entire understanding between the parties and may only be altered or modified by writing signed by the parties: that this agreement shall not be assignable except upon the express written consent of the Company: and that this agreement, in all respects, shall be governed and construed solely under the laws of the State of New Jersey.
13. It is understood and agreed that the subscriber is responsible for paying the company \$25.00 on the first of every month for a 1 year time span. Failure to due so by the 5th of the month will result in an \$8.00 late payment fee. This agreement may be cancelled after 8 months at any time with a 30 day written certified notice by subscriber.

DGX, LLC

Customer
