

COM-LINQ CENTRAL STATION

Com-Linq a division of Guard Tronic, Inc.

Terms and Condition

1. Dealer and client have entered, or are about to enter, into an agreement wherein and whereby Dealer will provide monitoring services for client indicated on the reverse side hereof, and Dealer has subcontracted such monitoring services to Com-ling Central Station (hereinafter called "CCS"). Which has agreed to perform these services for Dealer upon the following terms and conditions.
2. Upon receipt of a signal indication an emergency condition for client's premises CCS shall make every reasonable effort to transmit notification of the condition promptly to the authorities indicated and/or to the person or persons whose names and telephone numbers are set forth in the Notification Instructions, or as same may be changed on written notification by client from time to time. Unless in the opinion of CCS there is cause to assume that an emergency condition does not exist, CCS may elect to verify all alarms signals by calling Client's premises prior to notifying the appropriate police, fire department, patrol services or other. CCS may elect NOT to dispatch the police, fire department, patrol services or other.
3. Client shall carefully set the System, as Client deems appropriate. Client shall immediately report to CCS and Dealer any claimed inadequacy in, or failure of system. Client also shall refrain from causing false alarms through carelessness or malicious use of the system. This agreement may also be suspended, at CCS option, should system cause so many false alarms, become so disabled or so substantially damaged that further service is impracticable. CCS assumes no liability for delay in installation of system, or interruption of service due to strikes, floods, fires, acts of God or for any causes beyond CCS's control, including interruption or delay for telephone services. CCS shall not be liable for any loss or damage caused by defects or deficiencies in system nor shall CCS incur any liability for delay in response or non-response of police, fire or other authorities, institutions, or individuals to be notified by CCS.
4. Client acknowledges that if CCS utilizes telephone line transmission, the signals from Client's alarm system are transmitted over Client's regular telephone service to CCS, and the event client's telephone service is out of order, disconnected, placed on vacation or other interrupted, signals from Client's alarm system will not be received by CCS during any such interruption in telephone service and the interruption in telephone services will not be known to CCS. Client Further acknowledges and agrees that signals which are transmitted over telephone CCS lines are wholly beyond the control and jurisdiction of CCS and are maintained and serviced by the applicable telephone CCS or utility. Client agrees to furnish any necessary telephone service or telephone lines at Client's own expense. Any and all telephone CCS, shall be billed to Client's telephone bill, Unless specified otherwise. Any increased telephone CCS charges shall be borne by client, and if changed directly to CCS, shall be added to the periodic charges billed to Client. Client acknowledges that activation of the alarm system will interrupt and disconnect any telephone call in progress.
5. In the event Client shall cause an excessive number of false alarms through the carelessness of Client or the malicious or accidental use of the alarm system or in the event Client shall in any manner misuse or abuse the alarm system, it shall constitute a material breach of this agreement on the part of Client and CCS may, at its option, in addition to all other legal remedies, be excused from further performance upon the giving of ten (10) days written notice to Client. CCS's excuse from performance will not affect CCS's right to recover damages from Client, in the event a fine, penalty or fee shall be assessed against CCS by any governmental or municipal agency as a result of any false alarm originating from Client's premises, Client agrees to forthwith reimburse CCS for payment of the said false alarm fine, to an excessive number of false alarms, Client agrees that CCS may require Client to give verbal approval of all alarms dispatches and that such dispatches be delayed until such approval can be obtained so long as such suspension or non-priority status exists.
6. CCS monitoring service to Client shall commence only after CCS has received completed Alarm Monitoring Service Agreement and Notification Instructions for System, and a "start date" has been verified. Client shall notify Dealer immediately of any changes in such Notification Instructions.
7. (a) It is understood by and between the parties hereto that CCS is not an insurer nor is this agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any will be obtained by Client, charges are based solely upon the value of the services to be provided and are unrelated to the value of the Client's property or the property of others on Client's premises. CCS is being paid to monitor a system designed to reduce certain risks of loss or damage to property, or injury or death to person, will occur. Client agrees that CCS shall not be liable for loss or damage to property, or injury or death to persons, due directly or indirectly to an occurrence and consequences there from which the monitoring service is designed to reduce or avert.
(b) Client agrees that from the nature of the services to be performed it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of CCS to perform any of its obligations hereunder. If CCS should be found liable for loss or damage to property, injury or death to persons, due to a failure on the part of CCS or its equipment, in any respect, its liability shall be limited to an amount equal to six (6) times the monthly charges billed by CCS, for services to premises, or the sum of \$250.00 whichever sum shall be greater, as liquidated damages and not as a penalty, and this liability shall be exclusive.
(c) The provisions of this paragraph shall apply in the event loss or damage to property, or injury or death to person, irrespective of cause or origin, results directly, or indirectly, from the performance or nonperformance of the obligations set forth by the terms of this agreements, or from negligence, active or otherwise of CCS, its agents or employees. In the event Client desires CCS to assume greater liability for the performance of its services hereunder, a choice is hereby given of obtaining full or limited liability by applying an additional amount under a graduated scale of rates, proportioned to the responsibility and an additional rider shall be attached to this agreement setting forth the additional liability of CCS and the additional charges to Client. The rider and Additional obligation shall in no way be interpreted to hold CCS as an insurer.
10. When Client in the ordinary course of business has custody of the property of others, or the alarm system extends to protect property of others, Client agrees to and shall indemnify, defend and hold harmless CCS, its employees and agents for any against all claims brought by parties other than the parties to this agreement. This provision shall apply to all claims regardless of cause including CCS's performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, warranty, or strict or product liability on the part of CCS, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of CCS while on Client's premises.
11. This agreement contains the entire understanding of the parties and supersedes any other oral or written agreement or representation. Client acknowledges receipt of a copy of this agreement. This agreement shall become valid only when duly countersigned by an authorized representative of CCS and is not assignable by Client except upon prior written consent of CCS. This agreement is made in, and shall be governed by the laws of the State of Arkansas.
12. **DISCLAIMER OF IMPLIED WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE.**

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