

Innovative Security Systems Inc.

Security Services Agreement

THIS AGREEMENT, made this 10th day of May, 2004, by and between Innovative Security Systems Inc., 4815 Prince Georges Ave., Suite 3, Beltsville, MD 20705 (hereinafter referred to as "ISSI") and CLIENT St. Paul's Church ADDRESS 110 Maryland St NW
CITY Hyattsville STATE DC ZIP 20226 PHONE 202-726-2080
(hereinafter referred to as "Client").

1. EQUIPMENT AND SERVICES

A. EQUIPMENT: ISSI AGREES TO PROVIDE AS PART OF THE SECURITY SERVICES THE EQUIPMENT DETAILED IN PROPOSALSCHEDULE A ATTACHED HERETO AND MADE PART OF THIS AGREEMENT.

1. Equipment to be installed at the following location: (Name) _____
(Street) _____ (City) _____ (State) _____ (Zip) _____
2. Equipment installation charge (including all applicable taxes).

(a.) Client agrees to pay ISSI \$ _____	for the installation of the equipment as follows:
(b.) The down payment of \$ _____	is payable upon the signing of this agreement.
(c.) The balance due of \$ _____	is payable upon completion of the installation,

unless otherwise noted: _____
3. Equipment ownership: remains with ISSI, or transfers to Client.

B. MONTHLY SERVICE CHARGES: Client agrees to pay monthly service charges listed below:

Type of Service	Monthly Service Charge	The monthly service charge of \$ <u>34</u> is payable in advance
<input checked="" type="radio"/> Central Station Alarm Signal Monitoring	\$ <u>34</u>	<input type="radio"/> Monthly
<input type="radio"/> Monitoring Service through ISSI Owned Equipment	\$ <u>34</u>	<input type="radio"/> Quarterly
<input type="radio"/> _____ Periodic Tests and Inspections by ISSI	\$ <u>34</u>	<input type="radio"/> Semi-annually
<input type="radio"/> Parts & Labor Repair Service	\$ <u>34</u>	<input type="radio"/> Annually
<input type="radio"/> Opening & Closing Monitoring	\$ <u>34</u>	
<input type="radio"/> Other	\$ <u>34</u>	
Total of all monthly service charges		

2. TERMS OF THIS AGREEMENT

A. The primary term of this Agreement shall be for a period of 1 year, 5 months (13) months from the date of first billing. This agreement shall automatically renew for a period equal to the primary term or any renewal term thereafter, at the rate for service in effect at the expiration of the primary term (or renewal term, as the case may be) unless Client shall have given written notice to ISSI sixty (60) days before the end of the primary or any renewal term of Clients intention to terminate this Agreement.

3. ADDITIONAL TERMS

A. This agreement consists of the terms contained on this page, the reverse side of this document and on any attachments indicated as follows:
 Schedule A Schedule B Schedule C Schedule D Monitoring Agreement Other

4. CLIENT SELECTED SERVICES

A. CLIENT ACKNOWLEDGES that where burglar and/or fire alarm or other equipment is provided, the system is designed to detect entry, fire, or other occurrences only in and/or through those accesses and/or areas actually covered by the equipment listed on Schedule A of this agreement, that such equipment performs only those functions, and the system is activated only under the circumstances explained to the Client. Further, Client acknowledges that (a) ISSI has explained the full range of protection, equipment and services available to Client, (b) Client desires and has contracted for only the equipment and services itemized on this Agreement and any attached schedules; (c) Client agrees that Client may subscribe or purchase additional services, equipment, security protection or repair services from ISSI at agreed prices by written purchase order or contract and that any such additional services, equipment, or protection shall, except for the price, be governed exclusively by this Agreement; and (d) if any agency or bureau having jurisdiction or Client by his or its own act shall require or make necessary any changes in the equipment originally installed Client agrees, on demand, to pay for the reasonable cost of such changes.

B. CLIENT FURTHER ACKNOWLEDGES that Client has read and understands all of this agreement including the terms and conditions on this side and the reverse side of this document, particularly paragraph 9 "ISSI not an Insurer and Limitation of Liability". Client agrees to all amounts set forth herein and those terms and conditions on any schedule attached hereto and acknowledges receipt of a true copy of all applicable schedules.

5. CLIENT'S RIGHT TO CANCEL (FOR RESIDENTIAL AGREEMENTS ONLY)

YOU, THE CLIENT, MAY CANCEL THIS AGREEMENT AT ANYTIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM (SCHEDULE C) FOR AN EXPLANATION OF THIS RIGHT.

Client acknowledges that before Client signed this contract, ISSI submitted the contract to Client with all blank spaces filled in, that Client had a reasonable opportunity to examine it, and that thereafter a legible, executed, and completed copy thereof was delivered to Client. Client has read and understands both the front and reverse sides of the contract, and the additional pages, if any, which are incorporated by reference herein, and agrees to the terms and conditions set forth herein.

Notice: See other side for important information. The terms of this contract are contained on more than one page.

CLIENT Authorized Signature X <u>John M. Miller</u>	INNOVATIVE SECURITY SYSTEMS INC. Sales Representative _____ Authorized Signature _____
Print Name <u>John M. Miller</u>	Title _____
Date <u>11/10/03</u>	Date _____

6. Monitoring Services. Upon receipt of an alarm signal, the central station shall make every reasonable effort to notify the appropriate police or fire department, or other persons or entities designated by Client in writing to ISSI, unless there is reasonable cause to assume that an emergency condition does not exist. The monitoring facility reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel and may discontinue any particular alarm notification service due to government or insurance requirements, by giving notice in writing to Client.

7. Increase In Service Charges. ISSI shall have the right, annually, to increase the Service Charges provided for herein by the same percentage as the 12 month increase in the "Consumer Price Index" (all cities, all items) as published by the U.S. Department of Labor by giving Client thirty (30) day written notice in advance of the effective date of such increase. ISSI shall have the right to increase the Service Charges by an amount greater than the CPI provided that Client approves such an increase. Written notice of an increase greater than the CPI shall be given sixty (60) days in advance of the effective date of such increase, and Client's failure to deny the increase within thirty (30) days of notification shall constitute Client's agreement to such increase.

Client Duties. The Client shall carefully and properly test and set the system immediately prior to the securing of the premises and check that covered areas are clear of any obstruction that might interfere with the detector's ability to perform. At minimum Client shall test all other sensors not less than once per month. Such tests shall include testing audible devices, panic/hold up alarms, all detection equipment and the digital communicator(s). Client will verify that these tests have been received by the central station and the system is capable of communicating alarm signals. In the event that the system's manufacturer requires testing in a different fashion or on a greater frequency (e.g., weekly), then Client shall comply with manufacturer's instructions as set forth in the owner's manual provided to Client at the time of installation as to the method and frequency of testing. Client shall notify ISSI if Client does not understand correct testing procedures.

When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied aerospace change or other disturbing conditions, Client shall turn off or remove all things, animate or inanimate, including, but not limited to all forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence of movement, which may interfere with the effectiveness of the system during closed periods while the alarm system is on. Client shall notify ISSI of any remodeling or other changes to the protected premises that may affect the operation of the system.

Client shall cooperate with ISSI in the installation, operation and maintenance of the system and shall follow all instructions and procedures which ISSI may prescribe for the operation of the system, the rendering of services and the provision of security for the premises.

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 ISSI may, at its option, in addition to all other legal remedies, be excused from further performance upon the giving of ten (10) days⁵ written notice to Client. ISSI's excuse from performance will not affect ISSI's right to recover damages from Client. In the event a fine, penalty or fee shall be assessed against ISSI by any governmental or municipal agency as a result of any false alarm originating from Client's premises, where Client intentionally or negligently activates the alarm system and no emergency condition exists, then and in that event Client is to pay ISSI the sum set by ISSI according to its schedule of charges at the time of the false alarm.

In the event that Client's burglar alarm dispatch rights are suspended or placed on non-priority status by the police or other governmental agency due to an excessive number of false alarms, Client agrees that ISSI may request Client to give verbal approval of all alarm dispatches and that such dispatches be delayed until such approval can be obtained so long as such non-priority or non-priority status exists.

All alarm user permits and false alarm fines, if any, whether assessed against ISSI or Client, are the sole responsibility of the Client.

Client agrees to furnish forthwith a list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Client's premises and/or that should be notified in the event of an alarm. Client also shall furnish a written opening, closing and holiday schedule, if applicable to the services provided herein. Client agrees to provide all changes, revisions and modifications to the above to ISSI in writing in a timely manner.

Client agrees to furnish and maintain in proper working order and at Client's expense all electrical service, outlets and telephone service, necessary for the proper operation of the security system.

In addition to the payments set forth in this Agreement, the Client agrees to be liable for, and pay to ISSI any fine, excise, sales, property, city, state, federal, or other tax, telephone line charges and any increase theron; which may be imposed upon ISSI because of this Agreement. Client is responsible for and agrees to acquire and pay for all registration requirements, licenses, permits and fines that may be required or assessed by any federal, state, city, and/or village authorities.

9. ISSI Not an Insurer and Limitation of Liability. It is understood and agreed, That ISSI is not an insurer on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on Client's premises; that ISSI makes no guarantees or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof, which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to assign actual damages, if any, which may proximately result from failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to Client, because of, among other things:

The uncertain amount of value of Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert.

The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding.

The inability to ascertain what portion, if any, of any loss of property, personal injury or death would be proximately caused by ISSI's failure to perform or by its equipment to operate.

The nature of the service to be performed by ISSI. Client understands and agrees that if ISSI should be found liable for loss or damage due from: (1) failure of ISSI to perform any of the obligations herein, including but not limited to installation, monitoring, inspections, testing, or repair service; (ii) the failure of the services or equipment in any respect whatsoever; or (iii) ISSI's negligence, ISSI's liability shall be limited to a sum equal to the total of six (6) monthly service payments or Two Hundred-Fifty Dollars (\$250.00), whichever is the lesser, and this liability shall be exclusive, and that the provisions of this section 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 the obligations imposed by this Agreement, or from negligence of ISSI, its agents, servants, subcontractors, assigns or employees, from the acts of Client, or from the acts of Client's agents, servants, subcontractors, assigns or employees, but this provision shall not apply to claims for loss or damage which occur while an employee of ISSI is on or about Client's premises, and are solely and directly caused by said employee.

11. Subrogation. Client hereby releases, discharges and agrees to hold ISSI harmless from any and all claims, liabilities, damages, losses, or expenses, arising from or caused by any hazard covered by insurance in or on the premises of Client, whether said claim is made by Client, his agents, or insurance company or by any other parties claiming under or through Client. Client agrees to indemnify ISSI against, defend and hold ISSI harmless from any action for subrogation which may be brought against ISSI by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys fees.

12. Client's Purchase Order. It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Client's Purchase Order, this Agreement shall govern, whether such Purchase Order is prior or subsequent to this Agreement.

13. Assignment. Client acknowledges that the sale or transfer of Client's premises shall not relieve ISSI of its obligation to provide services to any assignee of the Client unless ISSI consents to the assignment of this agreement. Any such assignment will be subject to all of the terms and conditions or this agreement.

14. Assignees and/or Subcontractors of ISSI. ISSI shall have the right to assign this Agreement in whole or in part to any other person, firm or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, installation, emergency response or other services which may be performed. Client acknowledges that this Agreement, and particularly those paragraphs relating to ISSI's maximum liability, and third party indemnification, shall inure to the benefit of, and are applicable to any assignees and/or subcontractors with the same force and effect as the bind to Client and ISSI.

15. Limited Warranty. What is Covered: For ninety (90) days after ISSI completes the installation of the system, ISSI will repair or replace any defective part of the system (except batteries) without charge to Client. ISSI can use new or used parts of the same quality.

How To Get Service: Many service problems can be corrected by telephone. If Client believes the system is not working, call ISSI's service department at (301) 931-0200. ISSI's service department's hours are 9:00 am to 4:00 pm, Monday through Friday, excluding holidays. ISSI observes. If the system still needs repair, ISSI will send a serviceman to your premises as soon as possible and usually on the next business day. Service is available in the evenings and weekends for an additional labor charge at ISSI's then prevailing overtime labor rate which will include a minimum visit charge.

What Is Not Included: Repair or replacement of the system is ISSI's only duty. ISSI makes no other express warranty including any warranty of merchantability of the system or its fitness for any special purpose, and all implied warranties are limited in duration to the ninety (90) days term of this express warranty. ISSI does not warrant that the system will help prevent any burglary, fire, holdup or other such event. ISSI does not warrant accident, acts of God, including but not limited to loss or damage from fire, wind, water or lightning, theft. Client's failure to properly use the system, if someone other than ISSI attempts to repair or change the system, or any other reason except a defect in the system, and if ISSI fixes the system for such a reason Client agrees to pay ISSI for all parts and labor at ISSI's then prevailing service rates. ISSI may request Client to pay ISSI in advance before repairing the system. ISSI is not liable for consequential or incidental damages. Client agrees that this is ISSI's only warranty and ISSI has given you no other warranty for the system.

State Law. Some states do not allow the exclusion or the limitations of consequential or incidental damages or a limitation on how long implied warranties shall last so the above limitations or exclusions may not vary from state to state.

16. Repair Services. Time and Material Service: For a Client-owned system, at the expiration of ISSI's limited warranty, all repairs including all parts and labor shall be at Client's expense. Normal service is available from 9:00 am to 4:00 pm Monday through Friday, except holidays observed by ISSI. Emergency service labor used for said repairs at ISSI's then prevailing rates which includes a minimum visit charge. Client shall pay such charges upon completion of work. Extended repair service is available by separate contract.

Contract Repair Service: For an ISSI-owned system, all repairs necessitated by ordinary wear and tear shall be at ISSI's expense and shall be performed as soon as reasonably possible, during normal service hours, after the receipt of the request for service by Client.

All other repairs, including those caused by Client's misuse of the system. Acts of God including but not limited to loss or damage from fire, wind, water, lightning, or theft shall be at Client's expense. ISSI Emergency service labor is available at other times for a premium labor charge. Client agrees to pay for all materials, parts and labor used for said repairs at ISSI's then prevailing material and labor rates. Labor charges for such non-covered service will include a minimum visit charge. Payment of charges for repair service shall be paid upon completion of the work.

In the event ISSI's representative is sent to the Client's premises in response to a service call or alarm signal caused by the Client improperly following operating instructions or failing to close or properly secure a window, door, or other protected access or area, or to silence an alarm when a person specifically designating in the Client's Authorization Schedule cannot be located to silence said alarm, there could be an additional service charge to the Client.

17. Removal of Equipment. ISSI may remove all devices, instruments, appliances, cabinetry and other materials associated with the system, upon termination of this Agreement if this equipment is ISSI owned, or if Client fails to pay any amount due for the system. The removal of such materials shall not be held to constitute a waiver of the right of ISSI to collect any charges which have been accrued. Upon the termination, breach or discontinuance of the service for any cause whatsoever, ISSI shall have and is expressly given the right to enter the premises and remove any and all of its equipment therefrom. Client agrees to give ISSI at least ten (10) days notice. In writing, of Client's intention to vacate the aforementioned premises, and agree to contain shall be deemed in an automatic default for failure to notify ISSI of such intention. However, nothing herein contained shall be deemed a waiver by ISSI of the Client's obligation to pay the periodic installments and other charges as herein provided for, or in the event of a default, the entire unpaid balance for the entire and unfinished term of this Agreement or any renewal hereof.

ISSI shall not be required to remove all of its equipment or wiring and in no event shall ISSI be required to restore premises to its original (pre-installation) condition or to remove devices from windows or doors.

18. Default/Termination. If Client fails to pay any amount within ten (10) days after the same is due and payable, or if Client fails to perform any other provisions of this Agreement within ten (10) days after ISSI has requested in writing performance thereof, ISSI may terminate this Agreement. If any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Client or his property, or if Client makes any assignment for the benefit of creditors, Client and any Trustee, A. Signee, appointed to take charge of Client's assets shall elect within thirty (30) days to assume or reject this Agreement. If assumed, the party assuming this Agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to ISSI assurances of future performance of all of Client's duties and obligations, including the ability to pay all periodic charges due hereunder. If Client fails to assume this Agreement, to cure all defaults, or provide ISSI with adequate assurance of future performance, ISSI shall have the right to terminate this Agreement. If ISSI terminates this Agreement pursuant to the provisions of this section, ISSI shall be entitled to recover from Client all sums ISSI may be entitled, to under the law and as provided in this Agreement, including without limitation the right to recover all ISSI owned equipment on Client's premises. Client's abandonment of the premises shall not relieve Client of its obligations under this Agreement.

19. Delays or Interruptions. ISSI assumes no liability for delay in the installation of the system or for interruptions of installation or service on any device or devices of the Client or of others to which ISSI's equipment is attached. If Client is unable to have premises available for installation of equipment within ninety (90) days of the date ISSI is ready to begin installation, Client shall pay any additional labor costs incurred by ISSI due to price increases occurring after the ninety (90) day period has expired. Such additional costs shall be limited to actual increases in prices and shall be payable upon demand.

This Agreement may be canceled or suspended without notice for good cause and without liability or penalty, if ISSI's option in the event ISSI's monitoring center or contracted monitoring center connecting wires or other equipment are destroyed or otherwise substantially damaged that it becomes impractical to continue service, or in the event ISSI becomes unable to retain, secure, or serve the connections or privileges necessary for the transmission of signals between the Client's premises and ISSI's monitoring center or contracted monitoring center, police station, fire department or any other office or department for receiving or transmitting alarm signals. If interruption due to failure of telephone line service, ISSI will have no liability for any charges due under the Agreement.

20. Alarm Signal Transmission Mode. Client understands that if a digital communicator is installed it uses standard telephone lines as the transmission mode for sending signals and does not use dedicated telephone facilities. Client also understands that ISSI does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or becomes otherwise damaged. Client further understands that alterations to the transmission of signals between the Client's premises and ISSI's monitoring center or connecting wires or other equipment are destroyed or otherwise substantially damaged that it becomes impractical to continue service, or in the event ISSI becomes unable to retain, secure, or serve the connections or privileges necessary for the transmission of signals between the Client's premises and ISSI's monitoring center or contracted monitoring center, police station, fire department or any other office or department for receiving or transmitting alarm signals. If interruption due to failure of telephone line service, ISSI will have no liability for any charges due under the Agreement.

21. Payments; Delinquencies. Payment shall be due on the first day of the month, unless otherwise specified on the front hereof, and interest shall accrue on all amounts more than ten (10) days past due at the rate of 18% per annum, or at such rate permitted by law. In addition, ISSI may impose a late fee of up to \$25.00 to cover ISSI's administrative costs associated with delinquent accounts. All payments shall be due and payable agrees to pay reasonable attorney's fees and costs incurred as permitted by applicable law. If services are discontinued because of Client's past due balance, and if Client desires to have the monitoring service reactivated, Client agrees to pay, in advance to ISSI, a reconnection charge, to be fixed by ISSI at a reasonable amount.

Client acknowledges that if Client breaches this Agreement, it would be difficult for ISSI to determine the amount of ISSI's actual damages. Consequently, Client agrees that if Client is in default of this Agreement for two consecutive months, ISSI may declare this Agreement canceled and have no further obligation if that happens. Client agrees to pay ISSI as liquidated damages an amount equal to the sum of all overdue payments, including accrued finance charges, plus the total of all remaining payments that would otherwise have been due under this Agreement for the remainder of the term, together with reasonable attorneys fees.

22. Entire Agreement; Modification; Waiver. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms hereof. This Agreement supercedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties, or their duly authorized agent. No waiver or breach of any term of condition of this Agreement shall be construed to be a waiver of any succeeding breach.

In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

The headings noted in this Agreement are for the convenience of the parties only and shall not be considered when interpreting the terms and conditions hereof. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

ALARM MONITORING AGREEMENT

ABC Burglar Alarm Systems, Inc

Bowie, MD 20716

(301) 249-9366 (800) 220-3633

1. A SUBSCRIBER and INSTALLER hereby agree that INSTALLER shall provide monitoring services through ABC Burglar Alarm Systems, Inc. (hereinafter referred to as "ABC") for the alarm system installed at SUBSCRIBER's premises. The initial term shall be 3 years (not more than 5) at a rate of \$30 per year, unless adjusted as hereafter provided, payable quarterly, subject to automatic renewal as provided herein. After the first year, and not more frequently than annually thereafter, the annual rate may be increased by an amount not in excess of ten percent (10%) of the annual rate during the previous term. In the event the initial term is not specified above, it is agreed the initial term shall be one (1) year.

Agreement must be typed or printed. Illegible agreements cannot be put on line.

Permit number 19445-3696 Check here if additional sheets are attached Date 3-10-14

Account number 19445-3696

Control Panel Wingate

ALARM COMPANY (INSTALLER)

Name ABC Monitoring Services
Address 1843 Maryland Ave
City Bethesda St MD Zip 20814

Phone (301) 526-2056
Nearest Cross Street University Address 1843 Maryland Ave

TRANSMISSION SIGNALS

For non alarm signals, specify procedures

Code	Condition	Zone Description	Verify Yes No
10	"	Cut-off Panel	
11	"	Extra Motion	
12	"	Orignal Motion	
13	"	Door Alert	
14	"	Side Door Window	
15	"	Side Door Window	
16	"	Side Sash Room Right	
17	"	Passing Room Left	
18	"	Passing Room Right	
19	"	Bottom Room Window	
20	"	Front Door	
21	"	Front Door	
22	"	Side Sash Left Window	
23	"	Side Sash Right Window	

Billing address if different from above:

Name _____
Address _____
City _____ St _____ Zip _____
Phone () _____

LOCAL AUTHORITIES TO BE NOTIFIED

Police () _____
Fire () _____
Medical () _____
Other () _____

Authorized Personnel Listing

List in the order to be notified

1. John Doe (202) 726-2030
2. James Miller (301) 213-3136
3. Frank Johnson (410) 708-5605
4. _____
5. _____

Authorized, but not to be notified

Installer's Authorized Signature _____ Date _____

Approved: ABC Burglar Alarm Systems, Inc.

Subscriber Signature _____ Date _____
Print Name _____

● Top copy to ABC ● 2nd copy to Installer ● 3rd copy to Subscriber

Failure to Provide Verification Instructions Where Optional Will Automatically Default To - Verify Yes
Please note that any changes or corrections must be made in writing to ABC by the Installing Dealer. Subject to the terms and conditions of this agreement (including those on the reverse side). Subscriber and Installer have reviewed and approved the information listed. Failure of either to sign the agreement voids this agreement.

BY SIGNING THIS AGREEMENT, SUBSCRIBER SPECIFICALLY UNDERSTANDS AND ACCEPTS THE PROVISIONS OF PARAGRAPH 9a. AND 9b ON THE REVERSE WHICH LIMITS ABC'S LIABILITY TO \$250.00 UNDER THIS AGREEMENT. READ THE FRONT AND REVERSE OF THIS AGREEMENT BEFORE SIGNING.

1b. ADDITIONAL CHARGES: SUBSCRIBER agrees to pay for any equipment required by the telephone service provider, including an interface device, and for any fees imposed by governmental agencies relating to the use of the system. SUBSCRIBER agrees to provide any necessary electrical power and outlets. If any governmental agency requires any changes or additions to the system originally installed, SUBSCRIBER agrees to pay for such changes. Local and/or national codes or laws may require SUBSCRIBER to have certain types of alarm systems installed in various specified locations of subscriber's premises. Because SUBSCRIBER has chosen the alarm system after considering and balancing the levels of protection afforded by various systems and the related costs, it is agreed that it is SUBSCRIBER's responsibility to be informed of and to comply with such local and/or national codes or laws as they may relate to SUBSCRIBER's premises. Under no circumstances will SUBSCRIBER hold ABC or INSTALLER responsible for violations of any such codes or laws. SUBSCRIBER is responsible for any fine or penalty assessed as a result of a false alarm under this agreement.

2. It is understood that actual performance of the monitoring services shall be by ABC, which services shall be provided in accordance with the terms herein, including those on the reverse side, and that INSTALLER, not SUBSCRIBER is paying ABC for its monitoring services. ABC shall monitor signals received by ABC from the alarm equipment installed at SUBSCRIBER's premises. Upon receipt of a defined alarm code indicating that an alarm condition exists, ABC shall make every reasonable effort to notify the police, fire or other municipal authority deemed appropriate in ABC's sole discretion, and such other persons SUBSCRIBER has requested receive notification of such alarm condition. In no event shall ABC be obligated to respond to alarm codes received that are not listed and defined on the reverse side of this Agreement. Should ABC undertake to respond to an undefined alarm code, such attempt shall be at ABC's sole discretion, without liability, and shall not constitute an obligation to do so in the future. All notification by ABC shall be by telephone communication. It is expressly acknowledged by SUBSCRIBER that ABC's obligation to monitor the alarm equipment installed shall not commence until the information on the reverse side has been provided in full to ABC, and such data has been entered into ABC's computer system. Such date entry shall be completed within 24 hours of receipt of the complete information, and ABC shall have no obligations prior to such data entry.

3. SUBSCRIBER acknowledges that signals which are transmitted over telephone lines are wholly beyond the control of ABC and are maintained and serviced by the telephone or utility company, and, therefore, ABC shall not be liable or responsible for telephone line failure which prevents signals from reaching ABC.

4. SUBSCRIBER agrees to furnish ABC with a written list of names and telephone numbers of those persons SUBSCRIBER wishes ABC to notify of alarm signals. All changes and revisions shall be supplied to ABC in writing or by electronic communication signed by Subscriber. SUBSCRIBER hereby appoints INSTALLER as his agent for any changes and revisions, and any change in agency status must be communicated in writing to ABC.

5. SUBSCRIBER acknowledges that ABC is not related to or part of the INSTALLER's company. None of the equipment installed at SUBSCRIBER's premises is the property of ABC and ABC has made no representation, warranties or agreements regarding the equipment nor has ABC participated in the installation of the alarm equipment. ABC has no responsibility for the condition or operation of the alarm equipment and ABC is not responsible for the maintenance, service or repair of said alarm equipment. ABC shall not be liable for equipment failure which prevents signals from reaching ABC, nor shall ABC liable for INSTALLER's failure to test and define all applicable alarm codes.

a. ABC shall be permitted to terminate this Agreement at any time and for any reason, including nonpayment by SUBSCRIBER or INSTALLER, by giving SUBSCRIBER and INSTALLER 15 days written notice. In the event ABC terminates this Agreement for any reason other than nonpayment, ABC agrees to refund monitoring fees received for any period subsequent to the termination of ABC's monitoring services. This Agreement and ABC's monitoring services shall terminate on the date fixed in ABC's notice of termination. Upon termination, SUBSCRIBER and INSTALLER release ABC from any and all claims including claims for damages for personal injury or property damage, whether due to alleged negligence, passive or active, breach of contract, breach of warranty, or strict liability in tort. Nothing herein shall be construed to release SUBSCRIBER from SUBSCRIBER's obligation for unpaid monitoring and other fees or the obligations set forth in paragraphs 8, 9, 10, 11, which shall survive any termination. Notice of termination shall be sent by regular first class mail.

b. SUBSCRIBER agrees that ABC shall monitor SUBSCRIBER's alarm system for the term set forth in paragraph 1. After expiration of the initial term, this Agreement shall be automatically renewed for further consecutive like terms unless either party notifies the other in writing of its intention to terminate not less than thirty (30) days prior to the expiration of the initial term or any renewal terms.

In the event the party entitled to payments due under this Agreement does not receive such payments when due, the party entitled to payment may terminate this Agreement upon 15 days written notice. Such termination shall cause all amounts due or to become due under this Agreement to be immediately payable without further demand or notice, and the party entitled to payment may reduce such debt to judgement and additionally shall have the right to collect costs, expenses, reasonable attorney's fees, plus interest on overdue amounts at the highest rate allowed by law.

Reconnect Charge. If the alarm system is temporarily deactivated because of SUBSCRIBER's delinquency in making payments due hereunder and if SUBSCRIBER subsequently desires to have the system reactivated, SUBSCRIBER agrees to pay, in advance, a reconnect charge.

7. If for any reason, including ABC's equipment failure, ABC is unable to provide its monitoring services, ABC in its sole discretion, shall be permitted to suspend its monitoring services at any time, and without notice or liability to SUBSCRIBER and INSTALLER. In the event ABC, in its sole discretion, determines it will be not able to resume its monitoring service within 24 hours, ABC agrees to notify INSTALLER by telephone and in writing that monitoring services have been suspended. There shall be no refund, offset or deduction in ABC's monitoring fees for suspended service provided suspended service does not exceed 10 days. ABC will make a pro rata refund to INSTALLER for any period of suspended service in excess of 10 day.

8. In the event of termination of monitoring service for any reason, SUBSCRIBER shall be responsible for disconnection of the alarm communication device and agrees to pay for all telephone charges caused by the failure to disconnect the alarm communication device subsequent to termination.

9. ABC IS NOT AN INSURER: DISCLAIMER OF WARRANTIES, LIMITED LIABILITY

9a. SUBSCRIBER agrees and understands, that ABC is not an insurer and that insurance, if any, covering personal injury, including death, and real or personal property loss or damage in, about or to the premises shall be obtained by the SUBSCRIBER; that ABC MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, that the equipment or services are designed to reduce, but not eliminate, certain risks of loss and that the amounts being charged by ABC are not sufficient to warrant or guarantee that no loss or damage will occur, that ABC is not liable for any loss or damage, which may occur even if due to the active or passive, joint or several negligence of ABC, its agents, servants, employees, suppliers or sub-contractors, or the failure of ABC or authorities respond to signals, or to the performance or nonperformance of ABC of obligations under this Agreement, or failure to perform of the equipment, or breach of contract, express or implied, or breach of warranty express or implied, or by loss or damage to facilities necessary to operate the monitoring services. Since it is impractical and extremely difficult to fix actual damages for personal injury and/or property damage which may arise due to the installation, repair, service, monitoring, failure or faulty operation of equipment and/or the active or passive sole, joint or several negligence of ABC, its agents, servants, employees, suppliers, or sub-contractors and/or any claim brought in product or strict liability and/or breach of warranty, express or implied, and/or breach of contract, express of implied, notwithstanding the above provisions, should there arise any liability on the part of ABC, such liability shall be limited to the maximum sum of \$250.00, regardless of whether any loss or damage was caused by or contributed to by any conduct, act or omission of ABC, its agents, servants, or employees, and this liability shall be exclusive. Some states do not allow the limitation or exclusion of incidental or consequential damages or the limitation or exclusion of implied warranties; therefore, the above limitations or exclusions may not apply to you.

10. SUBROGATION: SUBSCRIBER hereby releases, discharges and agrees to hold ABC harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the premises of SUBSCRIBER, whether said claim is made by SUBSCRIBER, his agents or insurance company, or from other parties claiming under or through SUBSCRIBER. SUBSCRIBER agrees to indemnify ABC against any action for subrogation which may be brought against ABC by any insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs and attorneys' fees.

11. INDEMNIFICATION: SUBSCRIBER agrees to hold harmless ABC, its successors and assigns, from any loss, cost or expense on account of any claim for damages by any person not a party to this Agreement including SUBSCRIBER's insurance company, arising out of the apprehension on or about the premises of any burglary or robbery suspect, or on account of any claim for destruction or injury to any person or property arising out of or in connection with the operation or non-operation of the alarm system or the monitoring equipment or the performance or non-performance operation or non-operation of the alarm system or the monitoring equipment, or the performance or non-performance of monitoring services, whether these claims be based upon alleged intentional conduct active or passive negligence, or strict or product liability, on the part of ABC, its agents, servants, or employees.

12. This Agreement cannot be assigned by SUBSCRIBER without ABC's written consent. ABC and INSTALLER may freely assign this Agreement.

13. This Agreement shall be deemed to have been made in Bowie, MD and shall be governed by the laws of the State of Maryland. Any action commenced against ABC arising out of this Agreement or any of their services shall be commenced in Prince Georges County, MD. The parties expressly waive jury by trial jury. No suit or action shall be brought against ABC more than one (1) year after the accrual of the cause of action therefor.

15. SUBSCRIBER acknowledges, authorizes and consents to ABC's right to record all communication between ABC and SUBSCRIBER and Authorized individuals. In the event of any dispute between the parties to this Agreement, SUBSCRIBER agrees that if the original of the Agreement is not available then any electronic reproduction of this Agreement shall be treated as an original.

16. This Agreement contains the full understanding of the parties and can be modified only in writing signed by the parties.



Proposal / Schedule A

Client: St. Paul Apartments Contact: John Doe
 Address: 110 Apartment St NW State: DC Zip Code: 20004
 City: Beltsville Phone: (301) 226-2080 Fax: (301) 226-2080

Security Control Equipment
 Control Panel / CPU 115000P
 Keypad(s) 460
 CPU Battery Back -Up
 Interface Wiring By:
 Relocate Telco Interface
 Phone Line Cellular B/U
 120VAC Elec. Outlet By:
 ISSI Client

Audible / Visual Alarm Indication Devices
 Interior Siren
 Exterior Siren
 High Powered Siren Drive
 Strobe Light
 Other

Detection Equipment
 Motion Detectors Four Handheld, Other, Motion Location
 Glass Break Detection
 Exterior Doors Switched for Opening Two, Front, Side, Rear, Back
 Overhead Doors Switched for Opening
 Double Hung Windows Switched Top & Bottom
 Casement Windows Switched
 Hold-Up / Panic Device (Photoelectric / ION)
 Heat Detectors
 Other

Services
 Central Station Signal Opening / Closing Supervised Log Only User ID# Report Sup Tele Line 24 Hr Auto Dialer Test

Receiving & Notification For: Hold Up / Panic Smoke / Heat Keypad Panic Burglary Distress Police Fire

Type of Transaction
 Purchase Lease Rental New Installation Upgrade Add On Other

Service / Maintenance:
 Service Other

Special Information:

INNOVATIVE SECURITY Proposes hereby to furnish material and labor-complete in accordance with above specifications for the sum of:
 Installation / Purchase (\$)
 Total Monthly Service (\$)

Any alteration from above specifications will become an extra charge

THIS PROPOSAL IS NOT BINDING UPON ISSI UNLESS AUTHORIZED BY AN OFFICER OF THE COMPANY

Acceptance of Proposal by Client - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined. This proposal may be withdrawn by ISSI if not accepted within 30 days.

Client <u>John Doe</u>	Title <u>President</u>	Date <u>1/1/2010</u>
Authorized Company Approval	Title	Date