

1. SIEVERS SECURITY, INC. (hereinafter referred to as "SIEVERS" or "Alarm Company") agrees to sell and install, at Subscriber's premises, and Subscriber agrees to buy, an electronic security, medical alarm, sprinkler monitoring, temperature and or fire alarm system, consisting of the above equipment; passcode to CPU software remains property of SIEVERS; (equipment to be identified by make, model or other information).

2. COMMUNICATION SOFTWARE IS LEASED AND REMAINS PERSONAL PROPERTY OF SIEVERS: SIEVERS shall lease, install, program and service in the premises of the Subscriber, communication software, which shall remain the sole personal property of SIEVERS and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SIEVERS. If the communication equipment is part of the instrument panel then the chip or software programmed to transmit a signal shall be leased, remain SIEVERS's property, and all reference in this agreement to communication software shall be deemed to read chip or software. Passcode to CPU software remains property of SIEVERS. Provided Subscriber performs this agreement for the full term thereof, upon termination SIEVERS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Value of software is Four Hundred dollars (\$400.00).

3. INSTALLATION, RENTAL, AND SERVICE CHARGES: Subscriber agrees to pay SIEVERS: a) For the installation of the communication software and equipment. b) for the rental and or servicing of the communication software for the term of this agreement commencing on the first day of the date that monitoring begins and continuing quarterly thereafter.

4. TERM OF AGREEMENT: RENEWAL: The term of the monitoring part of this agreement shall be for a period of three years and shall automatically renew for successive periods of one year each after the initial period, thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof SIEVERS shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the communication software, Lessor or its designee communication center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of Lessor or Lessor's designee communication center and Lessor does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of Lessor and are not maintained by Lessor and, therefore, Lessor shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom. Subscriber agrees to furnish Lessor with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Lessor in writing. Subscriber authorizes Lessor to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. Lessor may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

6. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by SIEVERS, payments to be made by Subscriber for the term of the monitoring part of this agreement pursuant to paragraph 4(b) form an integral part of SIEVERS's anticipated profits; in the event of Subscriber's default it would be difficult if not impossible to fix SIEVERS's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to SIEVERS, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80 % thereof as liquidated damages and SIEVERS shall be permitted to terminate all services under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, SIEVERS may at its option either remove its software or deem same sold to Subscriber for 80% of the amount specified as the value of the equipment in addition to the liquidated damages provided for herein. Service includes all parts and labor. SIEVERS shall service upon Subscriber's request the alarm system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the alarm system made by reason of alteration to subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the subscriber. Foil, batteries and contacts are not included in this service contract and will be repaired at subscriber's expense. No apparatus or device shall be attached to or connect with the alarm system as originally installed without SIEVERS's written consent.

7. Service includes all parts and labor. SIEVERS shall service upon Subscriber's request the alarm system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the alarm system made by reason of alteration to subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the subscriber. Foil, batteries and contacts are not included in this service contract and will be repaired at subscriber's expense. No apparatus or device shall be attached to or connect with the alarm system as originally installed without SIEVERS's written consent.

8. Subscriber agrees to pay SIEVERS for all parts and labor at time of service after the limited warranty period of one year has expired.

9. The term of the service part of this agreement shall be for a period of three years. This agreement shall renew itself for successive periods of one year each after the initial period thereafter under the same terms and conditions, unless either party terminates this agreement by sending written notice by certified mail, return receipt requested, to the other party thirty days prior to the renewal period. After the expiration of one year from the date hereof SIEVERS shall be permitted from time to time to increase the servicing charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase.

10. Provided Subscriber has agreed to pay a fixed amount for service pursuant to paragraph 9(b), the parties agree that due to the nature of the services to be provided by SIEVERS, the payments to be made by Subscriber for the term of this agreement are an integral part of SIEVERS's anticipated profits and in the event of Subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate SIEVERS's actual damages. Therefore, in the event of Subscriber's default of this agreement Subscriber shall pay to SIEVERS 80% of the balance due for the term of this agreement as liquidated damages.

11. In the event that any part of the alarm system becomes defective, or in the event that any repairs are required, SIEVERS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one year from the date of installation. SIEVERS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning, electrical surge, wire or foil breaks. SIEVERS is not the manufacturer of the equipment and other than SIEVERS's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. EXCEPT AS SET FORTH IN THIS AGREEMENT, SIEVERS MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. SIEVERS DOES NOT REPRESENT NOR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE, MEDICAL EMERGENCY OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED. SIEVERS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SIEVERS. SIEVERS shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by SIEVERS shall not be deemed to create an express warranty unless included in this contract in writing; that Subscriber is not relying on SIEVERS's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SIEVERS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SIEVERS's breach of this contract or negligence to any degree under this contract is to require SIEVERS to repair or replace, at SIEVERS's option, any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, SIEVERS will procure all permits required by

12. DELAY IN INSTALLATION: SIEVERS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or electric failure, strikes, walk-outs, war, acts of God, or other causes, including SIEVERS's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

13. TESTING OF SECURITY SYSTEM: The parties hereto agree that the alarm system, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the alarm system and to notify SIEVERS in writing if any equipment is in need of repair. SIEVERS shall not be required to service the alarm system unless it has received written notice from Subscriber, and upon such notice, SIEVERS shall service the alarm system to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m., Monday through Friday. Subscriber agrees to test and inspect the alarm system and to advise SIEVERS of any defect, error or omission in the alarm system. In the event Subscriber complies with the terms of this agreement and SIEVERS fails to repair the alarm system within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send written notice that the alarm system is in need of repair to SIEVERS, in writing, by certified or registered mail, return receipt requested. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Subscriber shall be precluded from raising the issue that the alarm equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by SIEVERS, evidencing that service was requested by Subscriber.

14. ALTERATION OF PREMISES FOR INSTALLATION: SIEVERS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in seller's sole discretion for the installation and service of the alarm system, and SIEVERS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the alarm system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the alarm system under the terms of this agreement.

15. Subscriber'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31 Block or equivalent, as deemed necessary by SIEVERS.

16. LIEN LAW: SIEVERS or any subcontractor engaged by SIEVERS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

17. INDEMNITY/WAIVER OF SUBROGATION RIGHTS: Subscriber agrees to and shall indemnify and hold harmless SIEVERS, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorneys' fees and losses asserted against and alleged to be caused by SIEVERS's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SIEVERS or SIEVERS's subcontractors arising out of this agreement or the relation of the parties hereto.

18. EXCULPATORY CLAUSE: SIEVERS and Subscriber agree that SIEVERS is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though SIEVERS does not guarantee that no loss will occur. SIEVERS is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, medical emergency, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SIEVERS's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases SIEVERS from any claims for contribution, indemnity or subrogation.

19. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which SIEVERS and the Subscriber are named as insured, and under which the insurer agrees to indemnify and hold SIEVERS harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by SIEVERS's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. SIEVERS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

20. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of SIEVERS as a result of SIEVERS's negligent performance to any degree of failure or perform any of SIEVERS's obligations or equipment failure, or strict products liability, that SIEVERS's liability shall be limited to the sum of Five Hundred dollars (\$500.00) or 5% of the sales price, whichever is greater. If Subscriber wishes to increase SIEVERS's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with SIEVERS's increased liability. This shall not be construed as insurance coverage.

21. LEGAL ACTION: In the event SIEVERS institutes legal action to recover any amounts owed by Subscriber to SIEVERS hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 1/2% per month from the date payment is due. In any litigation between the parties including arbitration, Subscriber shall pay SIEVERS's legal fees. In any action commenced by SIEVERS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. This agreement shall be governed by the laws of the State of Ohio. The parties agree that the courts of the State of Ohio shall have exclusive jurisdiction over the parties hereto regarding any dispute between them and SIEVERS and Subscriber submits to the jurisdiction of the State of Ohio. The parties waive trial by jury in any action between them. Any action by Subscriber against SIEVERS must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against SIEVERS must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SIEVERS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

22. SIEVERS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that SIEVERS is authorized and permitted to subcontract any services to be provided by SIEVERS to third parties who may be independent of SIEVERS, and that SIEVERS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that Lessor shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges, that this agreement, and particularly those paragraphs relating to SIEVERS's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of SIEVERS.

23. FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse SIEVERS for any fines relating to permits or false alarms. SIEVERS shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond.

24. SECURITY INTEREST/COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants SIEVERS a security interest in the security equipment installed by SIEVERS and SIEVERS is authorized to file a financing statement.

25. FULL AGREEMENT/SEVERABILITY. This agreement constitutes the full understanding of the parties and may not be amended or modified or cancelled except in writing signed by both parties, except that in the event SIEVERS issues a UL certificate to Subscriber, SIEVERS will comply with Underwriters Laboratory Inc. or any local law requirements regarding items of protection provided for in this agreement. This contract shall be governed by the laws of the State of Ohio. Should any provision of this agreement be deemed void, all other provisions will remain in effect.