

CENTRAL OFFICE MONITORING CONTRACT

Agreement dated _____, by and between SOUTHWEST SECURITY SYSTEMS (hereinafter referred to as "SWFCE" or "Lessor") and _____ (hereinafter referred to as "Subscriber" or "Buyer" or "Lessee"). Premises where communication software and security equipment is installed: _____ Phone: _____

WHEREAS, Subscriber owns an electronic security system and desires central office monitoring service, the parties agree as follows:
1. COMMUNICATION SOFTWARE IS LEASED AND REMAINS PERSONAL PROPERTY OF SWFCE: SWFCE shall lease, instruct Subscriber in the proper use of the security system, install, program and service in the premises of the Subscriber, communication software, which together with lawn signs and decals, shall remain the sole personal property of SWFCE 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 SWFCE. If the communication equipment is part of the instrument panel then the chip or software programmed to transmit a signal shall be leased, remain SWFCE'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 SWFCE. Provided Subscriber performs this agreement for the full term thereof, upon termination SWFCE shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

2. DESCRIPTION OF SERVICE AND EQUIPMENT VALUE: value of installed software is: \$ _____

Initial service provided: _____ Monitoring _____ Guard Response _____ Radio or Cellular Backup _____ High Speed Internet Monitoring
Approximate date of installation: _____ Estimated date for completion: _____

3. INSTALLATION, RENTAL, AND SERVICE CHARGES: Subscriber agrees to pay SWFCE:

(a) The sum of \$ _____, plus tax for the installation of the communication software and equipment. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided in 3(b).
(b) The sum of \$ _____, plus tax, per month, payable _____ in advance for the rental, monitoring and servicing of the communication software for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month.

4. TERM OF AGREEMENT: RENEWAL INCREASE: The term of this agreement shall be for a period of three years and shall automatically renew month to month 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. SWFCE shall be permitted, from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Lessee agrees to pay such increase as invoiced.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the communication software, SWFCE 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 SWFCE or SWFCE's designee communication center and SWFCE 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 SWFCE and are not maintained by SWFCE and, therefore, SWFCE 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 SWFCE 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 SWFCE in writing. Subscriber authorizes SWFCE 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. If Subscriber requests SWFCE to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SWFCE \$50.00 for each such service. SWFCE may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement. 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. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: SWFCE does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that SWFCE is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. SWFCE has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for SWFCE's default hereunder is to require SWFCE to repair or replace, at SWFCE's option, any equipment covered by this agreement which is non-operational.

7. EXCULPATORY CLAUSE: Subscriber agrees that SWFCE is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though SWFCE does not guarantee that no loss will occur. SWFCE 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, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SWFCE's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases SWFCE from any claims for contribution, indemnity or subrogation.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT. READ THEM BEFORE YOU SIGN THIS CONTRACT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

(for residential customers only)

**SOUTHWEST FLORIDA
CUSTOM ELECTRONICS INC.
D/B/A SOUTHWEST SECURITY
SYSTEMS:**

**CONSUMER'S RIGHT OF CANCELLATION--NOTICE OF CANCELLATION
YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR
OBLIGATION WITHIN 3 BUSINESS DAYS FROM THE ABOVE DATE, AND
RECEIVE A FULL REFUND OF ALL PAYMENTS MADE TO THE SELLER. YOU
MAY ALSO CANCEL THIS CONTRACT IF UPON A DOCTOR'S ORDER YOU
CANNOT PHYSICALLY RECEIVE THE SERVICES, OR YOU MAY CANCEL THE
CONTRACT IF THE SERVICES CEASE TO BE OFFERED AS STATED IN THE
CONTRACT. IF YOU CANCEL THE CONTRACT FOR EITHER OF THESE
REASONS, THE SELLER, SWFCE, MAY KEEP ONLY A PORTION OF THE
CONTRACT PRICE EQUAL TO A PRO RATA PORTION OF THE TOTAL PRICE
REPRESENTING THE PROPORTION OF SERVICES YOU USED OR
COMPLETED, PLUS THE COST TO THE SWFCE OF ANY RELATED GOODS
WHICH YOU HAVE CONSUMED OR RETAINED. THIS CONTRACT OR NOTE
IS FOR FUTURE CONSUMER SERVICES AND PUTS ALL ASSIGNEES ON
NOTICE OF THE CONSUMER'S RIGHT TO CANCEL UNDER CHAPTER 2-18,
FLORIDA ADMINISTRATIVE CODE.**

By: _____

Subscriber Agrees to have its credit card automatically charged for all charges under this contract.

Credit Card #: _____

Expiration Date: _____

Mastercard Visa American Express

Cardholder's Name (As it appears on credit card): _____

Billing Address: _____

Zip Code: _____

Subscriber _____
(Print Full Name) _____ Social Security Number _____
Address _____
Tax ID SS# or EIN _____ Type and jurisdiction of organization and ID, if any _____
The undersigned personally guarantees subscriber's performance of this agreement
Signature (Name must be printed below) _____ Social Security Number _____
Residence Address _____

8. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of SWFCE as a result of SWFCE's negligent performance to any degree, failure to perform any of SWFCE's obligations, equipment failure or strict products liability, that SWFCE's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase SWFCE's maximum amount of SWFCE's 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 SWFCE's increased liability. This shall not be construed as insurance coverage.

9. LIQUIDATED DAMAGES: The parties agree that in the event Subscriber suffers damages as a result of SWFCE's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of SWFCE, Subscriber agrees to accept \$250.00, or the amount provided for in paragraph 8, whichever is greater, as liquidated damages in complete satisfaction of such liability and SWFCE is released and discharged from any further liability.

10. CARE OF EQUIPMENT: Subscriber agrees not to tamper with, remove or otherwise interfere with the communication software which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear during the warranty period, in which event repair or replacement shall be made by SWFCE without additional charge.

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

12. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31 Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by SWFCE in its sole discretion and to notify SWFCE of any change in such service.

13. TESTING AND SERVICE OF COMMUNICATION SOFTWARE: The parties hereto agree that the communication software, 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 communication software and to notify SWFCE if it is in need of repair. SWFCE shall not be required to service the communication software if subscriber is in default and unless it has received notice from Subscriber, and upon such notice, SWFCE shall service the communication software 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. Any repair or other services provided by SWFCE to Subscriber's alarm or security equipment shall be at SWFCE's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. In the event Subscriber complies with the terms of this agreement and SWFCE fails to repair the communication software within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the communication software is in need of repair to SWFCE, in writing, by certified or registered mail, return receipt requested and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. If SWFCE fails to repair the communication software within 48 hours after receipt of said notice, Subscriber shall not be obligated to pay any amount for the communication software from date said notice is given, until the communication software is restored to working order. In any lawsuit between the parties in which the condition or operation of the communication software is in issue, the Subscriber shall be precluded from raising the issue that the communication software was not operating unless Subscriber can produce a post office certified or registered receipt, signed by SWFCE, evidencing that service was requested by Subscriber. Only communication and security system software is covered by service. It shall be Subscriber's sole responsibility to maintain the communication hardware in working order.

14. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by SWFCE, the payments to be made by the Subscriber for the term of this agreement pursuant to paragraph 3(b) form an integral part of SWFCE's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SWFCE's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to SWFCE, 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 SWFCE shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, SWFCE 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. Should SWFCE prevail in any litigation between the parties Subscriber shall pay SWFCE's legal fees. The parties waive trial by jury in any action between them. In any action commenced by SWFCE against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by lessee against SWFCE must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against SWFCE must be based on the provisions of this agreement. Any other action that lessee may have or bring against SWFCE 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.

15. DELAY IN INSTALLATION: SWFCE shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SWFCE'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.

16. SUBSCRIBER TO INSURE SOFTWARE: Subscriber shall insure SWFCE's software against fire and casualty and Subscriber agrees to name SWFCE in said insurance policy as "loss payee" to the extent of the value of the software as set forth herein above, Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the security equipment. Notwithstanding the condition of Subscriber's premises, or SWFCE's impossibility of performance occasioned by condition of Subscriber's premises, Subscriber shall remain liable for monthly payments for the term of this agreement without offset or reduction.

17. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which SWFCE is named as insured, and under which the insurer agrees to indemnify and hold SWFCE 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 SWFCE'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. SWFCE 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.

18. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Subscriber agrees to and shall indemnify and hold harmless SWFCE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Lessee, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by SWFCE's performance, negligence or failure to perform any obligation under this agreement. 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 SWFCE or SWFCE's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SWFCE. SWFCE shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment. SWFCE shall be permitted to assign this contract and upon such assignment shall have no further obligation hereunder.

19. FALSE ALARMS: SWFCE shall have no liability for false alarms, false alarm fines, police response, or the refusal of the police to respond. In the event of termination of police response by the municipal police this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should SWFCE be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SWFCE for such service or material.

20. SWFCE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that SWFCE is authorized and permitted to subcontract any services to be provided by SWFCE to third parties who may be independent of SWFCE, and that SWFCE 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, and Subscriber appoints SWFCE to act as Subscriber's agent with respect to such third parties, except that SWFCE shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to SWFCE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of SWFCE.

21. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of SWFCE assigned by SWFCE to perform any service for or on behalf of Subscriber for a period of two years after SWFCE has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SWFCE shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with SWFCE, times twelve, together with SWFCE's counsel and expert witness fees.

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

23. FULL AGREEMENT/SEVERABILITY/CONFLICTING DOCUMENTS: This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except that in the event SWFCE issues a UL certificate to Lessee, SWFCE will comply with Underwriters Laboratory Inc. requirements regarding items of protection provided for in this agreement. Should there arise any conflict between this agreement and Lessee's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. This contract shall be governed by the laws of the State of Florida. Should any provision of this agreement be deemed void all other provisions will remain in effect.