



999 E. Touhy Ave., Suite 500, Des Plaines, IL
 TEL: (773) 777-0707 | TOLL FREE: (800) 877-3624
 FAX: (773) 286-1992 | www.emergency24.com

Monitoring Service Agreement NOTICE OF CANCELLATION

 (enter original transaction date above)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

If you cancel, any payments made by you under the contract **WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS** following the receipt by the company of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to:

EMERgency24, Inc.
999 E. Touhy Ave., Suite 500, Des Plaines, IL 60018

NO LATER THAN MIDNIGHT OF _____

Buyer's Signature

Date

Buyer's Name

Address

City

State

ZIP

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FAX: (773) 286-1992 — www.emergency24.com — DEChanges@emergency24.com

ACCT # _____ STRESS CODE _____ TIME ZONE: E C M P A H P <input type="checkbox"/> E <input type="checkbox"/> Y <input type="checkbox"/> Q <input type="checkbox"/>	PASSCODES/PASSWORDS (3-10 CHARACTERS) (_____) (_____) (_____) (_____) (_____) (_____) (_____) (_____)	AUTOMATIC TEST — CIRCLE ONE <input type="checkbox"/> WEEKLY <input type="checkbox"/> DAILY <input type="checkbox"/> MONTHLY
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SUBSCRIBER NAME: _____ COMMERCIAL RESIDENTIAL

ADDRESS: _____ APT./STE./BLDG./FLR # _____

LOCATION/DIRECTIONS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SUB. PRIMARY PHONE #: _____ SUB. SECONDARY PHONE#: _____

SUB. CELL PHONE #: _____ SUB. EMAIL: _____

DEALER #: _____ DEALER PHONE #: _____ MONITOR START DATE: _____

EQUIPMENT: _____ POLICE/CITY PERMIT #: _____

CALL LIST: PARTIES WILL BE CALLED IN SEQUENCE UNTIL REACHING _____ OF THEM.

ADDITIONAL ENTRIES CAN BE MADE ON ADDENDUM FORMS AVAILABLE FROM THE DATA ENTRY DEPARTMENT.

PARTY	NAME	PRIMARY PHONE	SECONDARY PHONE	CELL PHONE	TEXT NOTIFY
1		() -	() -	() -	<input type="checkbox"/>
2		() -	() -	() -	<input type="checkbox"/>
3		() -	() -	() -	<input type="checkbox"/>
4		() -	() -	() -	<input type="checkbox"/>
5		() -	() -	() -	<input type="checkbox"/>
6		() -	() -	() -	<input type="checkbox"/>
7		() -	() -	() -	<input type="checkbox"/>

REQUIRED FOR ACTIVATION — AUTHORITY DISPATCH NUMBERS

POLICE DISPATCH #: () - 2ND PHONE _____

FIRE DISPATCH #: () - 2ND PHONE _____

MEDICAL DISPATCH #: () - 2ND PHONE _____

OTHER DISPATCH #: () - 2ND PHONE _____

COMMERCIAL ACCOUNTS — VERIFY ALARM SIGNALS DURING BUSINESS HOURS ONLY

Sample MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY SUNDAY

(09:00)-OPEN (__ : __) (__ : __) (__ : __) (__ : __) (__ : __) (__ : __) (__ : __)

(18:30)-CLOSE (__ : __) (__ : __) (__ : __) (__ : __) (__ : __) (__ : __) (__ : __)

VERIFY ALARM SIGNAL ON THESE CONDITIONS: (__) (__) (__) (__) (__) (__) (__) (__)

FORMAT: (REQUIRED FOR ACTIVATION)

3+1/4+2 Radionics/Modem II/III/IV/ BSKF DMP Contact ID S.I.A.

**** ENTER ALL CONDITION TRANSMISSION POSSIBILITIES: (CODE RANGES ARE ALLOWED I.E. 3 TO 8 = BURG)**

CODE TRANSMITTED TO EMERGENCY 24	DESCRIPTION/TYPE OF ALARM SIGNAL	CALLBACK OPTION	CALLBACK OPTIONS (CHOOSE ONE FOR EACH CODE)
			0 = A-P-C 13 = P TP
			1 = S-A-P-C 14 = S,NA;P
			2 = P-C 15 = S-P-C
			3 = C 16 = A-S-P-C
			4 = L 17 = SNA; PTP, A
			5 = S-C 18 = S,P,C
			6 = S-P 19 = PTP, A
			8 = P 17 AND 19 ARE
			9 = S,NA;PNA;C NOT ALLOWED
			10 = S,NA;C FOR
			11 = A FIRE OR MEDICAL
			12 = C TP ALARMS
			S = CUSTOMER L = LOG ONLY
			A = AUTHORITY NA = NO ANSWER
			P = PARTY TP = TOP PRIORITY
			C = INSTALLATION COMPANY

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE MONITORING SERVICE AGREEMENT.



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Monitoring Service Agreement TERMS AND CONDITIONS

This agreement is made by and between EMERGENCY TWENTY FOUR, INC., hereafter known as "EM24," the SUBSCRIBER and the SUBSCRIBER's ALARM or INSTALLATION COMPANY, hereafter known as "ALARM CO." The SUBSCRIBER and ALARM CO. are identified by name below.

IT IS THEREFORE AGREED for in consideration of such agreement that:

1. The SUBSCRIBER will set the alarm system for the protection required.
2. The local protective system at SUBSCRIBER's premises is not the property of EM24 and said system is to be kept in working order by SUBSCRIBER and/or ALARM CO. EM24 cannot be responsible at any time for the system's working condition or any failure of same and therefore the sole duty of EM24 is to maintain in working order its Monitoring Receiving Facility.
3. EM24, upon receipt of a signal from a SUBSCRIBER's premises, shall make every reasonable effort to transmit notification of the alarm to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the SUBSCRIBER DATA SHEET (and/or subscriber data received by EM24 from SUBSCRIBER's ALARM CO. or SUBSCRIBER, from time to time) unless there is cause to assume that an emergency condition does not exist. EM24 accepts changes to current subscriber information with proper identification and passcode(s) from the ALARM CO. or its representative(s), and the SUBSCRIBER or the SUBSCRIBER's representative(s). EM24 accepts new subscriber data or changes to subscriber monitoring data via: written documents; facsimile documents; proprietary interactive software data exchanges; Internet software data exchanges; email; and verbal telephone communication.
4. It is the responsibility of the SUBSCRIBER's ALARM CO. to ensure that the service and the notifications entered on the SUBSCRIBER's DATA SHEET and related ADDENDA forms are proper and correct and that this form is signed by the SUBSCRIBER.
5. SUBSCRIBER, ALARM CO. and EM24 acknowledge and agree that they are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the SUBSCRIBER's system. If such governmental agencies, now or in the future require physical or visual verification or multi-call telephone verification (e.g., enhanced-call verification) of an emergency condition before responding to a request for assistance, SUBSCRIBER agrees to comply with such requirements. EM24 may modify or discontinue any particular response service or notification procedures due to governmental or insurance requirements by giving the ALARM CO. written notice. The ALARM CO. is responsible for notifying the SUBSCRIBER of any change in monitoring and alarm response.
6. SUBSCRIBER agrees to obtain at SUBSCRIBER's expense all permits and licenses necessary for the alarm system(s), and pay any false alarm assessments, taxes, fees or charges related to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization with authority over the SUBSCRIBER's system.
7. SUBSCRIBER consents to the tape recording of all telephonic communications between SUBSCRIBER and EM24's Monitoring Receiving Facility.
8. This agreement shall continue for as long as the SUBSCRIBER's ALARM CO. contracts with EM24 for the performance of monitoring services for the SUBSCRIBER. In the event that the SUBSCRIBER's ALARM CO. fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EM24 will give the SUBSCRIBER at least 15 days' notice of termination of such services and, upon giving such notice, this agreement and all of EM24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EM24 and the SUBSCRIBER's ALARM CO. and neither party hereto shall have any claim against the other.
9. That this agreement may be cancelled without previous notice, at the option of EM24, in the event EM24's Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EM24, and may likewise be cancelled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed. That this agreement may be cancelled by EM24 at any time, upon a ten (10) day written notice, if false alarms and/or "runaway" signals continue to occur.
10. EM24 shall not be liable for any loss or damage caused by defects or deficiencies in the local protective equipment or protection strategy nor shall EM24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EM24.
11. EM24 shall not be obligated to perform any monitoring service hereunder during any time when its or the SUBSCRIBER's telephone, radio, Internet, or any other communications channel service and/or equipment shall not be working or fails to transmit alarm signals as intended. The use of an autotest or regular testing of the SUBSCRIBER's local protective system is recommended, however successful testing is not a guarantee that the communications channel will perform as intended every time.
12. This agreement is made and shall be governed by the laws of the State of Illinois. Both EM24 and SUBSCRIBER agree that no lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one (1) year after an incident giving rise to any claim occurred. In addition, any such legal proceeding shall not be heard before a jury. EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL.
13. LIMITATION OF LIABILITY; THIRD PARTY INDEMNIFICATION. It is agreed that EM24 is not an insurer and that it is not the intention of the parties that EM24 assume responsibility for any loss occasioned by misfeasance or negligence in the performance or non-performance of the services under this Agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause or any liability on the part of EM24 by virtue of this Agreement or because of the relation hereby established. If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of EM24 by virtue of this Agreement or because of the relation hereby established, whether due to a breach of this Agreement, the negligence of EM24, or otherwise, such liability is and shall be limited to and fixed at the sum of five hundred dollars (\$500.00). Such limit of liability is not a penalty and this limited liability shall be complete and exclusive. That the rider and additional obligation exist shall in no way be interpreted to hold EM24 as an insurer. If anyone other than SUBSCRIBER asks EM24 to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the monitoring services, (ii) EM24's negligence, (iii) any other improper or careless activity of EM24 in providing the services or (iv) a claim for indemnification or contribution, SUBSCRIBER will repay to EM24 (a) any amount which a court orders EM24 to pay or which EM24 reasonably agrees to pay, and (b) the amount of EM24's reasonable attorney's fees and any other losses and costs that EM24 may pay in connection with the harm or damages.
14. SUBSCRIBER hereby releases discharges and agrees to hold EM24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or SUBSCRIBER's ALARM CO., agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or the SUBSCRIBER's ALARM CO.. SUBSCRIBER agrees to indemnify EM24 against, defend and hold EM24 harmless from any claims for subrogation which may be brought against EM24 by any insurer or insurance company or its agents or assigns, including payment of all damages, expenses, costs and attorney's fees.

15. EM24 HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS THAT ITS SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS WHICH MONITORING MIGHT ALLEVIATE OR MITIGATE. EM24 DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT: (A) EM24 HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED; AND (B) SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; AND ASSUMES ALL RISK OF INJURY (INCLUDING PERSONAL INJURY OR DEATH) TO PERSONS USING OR ON THE PREMISES. EM24 MAKES NO REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF ITS RESPONSE. SUBSCRIBER AGREES THAT EM24 HAS NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM OR SERVICES BEING USED. SUBSCRIBER ACKNOWLEDGES THAT: (A) SUBSCRIBER SHOULD OBTAIN INSURANCE FOR THE PROTECTION OF THE PREMISE, ITS CONTENTS, THE SUBSCRIBER(S) AND ANY OTHERS WHO MAY OCCUPY THE PREMISE AND/OR USE THE SYSTEM AND SERVICES, (B) SUBSCRIBER HAS READ AND UNDERSTOOD ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 13 AND 14 WHICH SET FORTH EM24'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS, INJURY OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

16. Subscriber gives consent to be contacted by the ALARM CO. and/or EM24 via digital media including but not limited to: SMS text ("Text") or ("Email"). Subscriber is responsible to obtain consent from all Subscriber designated Parties that the ALARM CO. and/or EM24 may notify during the process of delivering alarm monitoring services to the Subscriber.

A. Upon receiving Subscriber's consent within this addendum, EM24 will send a Text to verify Subscriber's approval to use Text message on Subscriber's phone. Subscriber must respond with "Y" or "Yes" to receive these low priority notifications and other Subscriber authorized notification codes via SMS Text. Without this verification, ALARM CO. and/or EM24 will continue to call Subscriber for the notifications.

B. Alarm monitoring will send up to four (4) Text messages for each signal received by EM24. In each Text, EM24 will identify the code and address and provide Subscriber the options to either "confirm" receipt of the notification or request that the Text messages "stop". EM24 may continue to send notification Texts to Subscriber and/or Subscriber's designated Parties.

C. In the event Subscriber or one of Subscriber's designated party stops SMS Text communication, EM24 will cease Text messages to that person and make phone call notifications in accordance with the Monitoring Service Agreement.

D. In the event, Subscriber has not been contacted via Text within any twelve (12) month period during the term of the Alarm Monitoring Agreement, EM24 will send an Opt-In reconfirmation text. Subscriber and each of its designated parties must respond with "Y" or "Yes" to continue to be eligible to receive notifications via Text.

E. ALARM CO. and EM24 agree to 1) maintain Subscriber and its Parties mobile phone information in a confidential and secure manner, 2) not to Text Subscriber or its Parties for any purpose other than for the Subscriber authorized notification codes, 3) comply with the Telephone Consumer Protection Act and other laws and regulations as it relates to these Text messages.

F. In the event the Monitoring Agreement is terminated for any reason, ALARM CO. and EM24 shall remove Subscriber's mobile phone information from its contact database; provided however, that the ALARM CO. and EM24 may retain such information to maintain the integrity of its "histories" of alarm notifications or if required by state or federal regulation, court of law, or Authority Having Jurisdiction (AHJ).

G. Any responses to Text messages from the Subscriber or its designated Parties shall be logged in EM24's system. Subscriber and its designees are solely responsible for any and all Subscriber's message and data charges as it relates to this addendum and the Monitoring Agreement; Subscriber and its designated parties are considered to "OPT-IN" for this Text service and neither the ALARM CO. nor EM24 accept any responsibility for the charges or fees incurred in the provision of such monitoring.

H. ALARM CO. and EM24 may require Subscriber to have each designated party sign and acknowledge the terms and conditions herein.

I. Subscriber understands and agrees that neither the ALARM CO. nor EM24 is responsible if any type of notification that is sent is not received or not received in a timely manner by the intended recipient. Although ALARM CO.'s and EM24's system is designed to provide messaging and notifications to all contacts provided by Subscriber, Subscriber agrees this is NOT a guarantee or warranty that all digital notifications will, in fact, be received. Text messages or notifications can fail for various reasons that may or may not be beyond the ALARM CO.'s and/or EM24's control including but not limited to: private cellular networks going offline, Subscriber's data plan limitations, network traffic capacities, and Subscriber's communications device availability.

J. All of the terms and conditions of the Subscriber's Alarm Monitoring Agreement, including but not limited to the Limitation of Liability, Liquidated Damages, Third Party Indemnification, and Waiver of Warranty, apply to the services described in the Monitoring Service Agreement, and are incorporated into this Addendum by this reference.

17. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS & CONDITIONS must be signed by all three parties. No verbal agreements shall alter the terms of this Agreement. Your signature acknowledges that you agree to the terms set forth in the above Agreement and that you have been provided with a copy of this Agreement.

18. Should there arise a conflict of terms or conditions between this agreement and a purchase order, it is agreed that this contract shall be supreme and binding.

19. SUBSCRIBER acknowledges and agrees that this Agreement shall be binding upon SUBSCRIBER upon either: (1) SUBSCRIBER's receipt of a signed copy of this Agreement, or (2) EM24 begins monitoring service. SUBSCRIBER acknowledges and agrees that SUBSCRIBER may not receive a copy of this Agreement signed by EM24 and such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

SUBJECT TO THE SUBSCRIBER DATA ON PAGE ONE AND THE TERMS AND CONDITIONS ON THIS PAGE AND THE REVERSE SIDE OF THIS PAGE.

Subscriber (print) _____ executed this _____ day of _____, 20_____

By (sign) _____ Title _____

Subscriber's Alarm Company _____

By (sign) _____ Title _____

Emergency Twenty Four, Inc.

By (sign) _____ Title _____