

MASTER MONITORING AGREEMENT

THIS MASTER MONITORING AGREEMENT is made this _____ day of _____, _____, by and between Guard Tronic, Inc. an Arkansas corporation, d/b/a COM LINQ, (hereinafter referred to as "GTI") and _____, hereinafter referred to as "Alarm Co.," whose billing address is:

_____.

1. **DESCRIPTION OF SERVICES PROVIDED:** GTI agrees to provide monitoring services for alarm systems ("systems") installed by Alarm Co. at the premises of Alarm Co.'s customers (individually referred to as a "Subscriber" and collectively referred to as the "Subscribers"). GTI, in its sole discretion, may decline to monitor the alarm system of a particular Subscriber. If GTI determines, in its sole discretion, that the use by the Alarm Co. or Subscribers adversely affects GTI's monitoring equipment, GTI may terminate this Agreement by giving Alarm Co. fifteen (15) days written notice. GTI shall only be obligated to maintain and operate the monitoring equipment in GTI's central station. GTI shall have no obligation to maintain, repair, service, replace, operate or assure the operation of the property, service, replace, operate or assure the operation of the property, system, or any device or devices of Alarm Co., Subscribers, telephone company or any service transmitting system utilized to deliver signals to GTI.

2. **PAYMENT:** During the Term of this Agreement Alarm Co. shall pay to GTI a monthly service charge for each of Alarm Co.'s systems monitored, on the first day of the month commencing with the month following completion of connection in accordance with the rates and charges set forth on Schedule 1 attached hereto.

3. **TERM:** The Term of this Agreement shall be for a period of thirty-six (36) months from the date hereof. This Agreement may be terminated sooner by either party upon fifteen (15) days written notice to the other party of a material default and the failure of the other party to cure said default by the end of said fifteen (15) day period; provided however, that the failure of Alarm Co. to make payments when due hereunder shall be deemed a material default and GTI may terminate this Agreement fifteen (15) days after the payment is due without any notice to Alarm Co. During the fifteen (15) day notice period, Alarm Co. shall continue to pay GTI the monitoring charge for each alarm system monitored by GTI.

4. **FALSE ALARMS:** In the event GTI receives an excessive number of false alarms because of Alarm Co.'s acts or omissions, GTI may, in its sole discretion, deem same to be a default of the Agreement and, at its option, terminate the Agreement upon the giving of fifteen (15) days written notice to Subscribers and Alarm Co. In the event that GTI receives an excessive number of false alarms from a particular Subscriber through no fault of Alarm Co., GTI, in its sole discretion, may terminate the monitoring service for that Subscriber upon fifteen (15) days written notice to Alarm Co. and the Subscriber. In the event a penalty or fee is assessed against GTI by any governmental or municipal agency as a result of any false alarm, Alarm Co. agrees to reimburse GTI for same.

5. **TAXES AND UTILITY CHARGES:** Alarm Co. agrees to pay any and all sales, use or business taxes or personal property taxes imposed by federal, state or local authorities in connection with the services to be performed by GTI; and Alarm Co. agrees to hold GTI harmless from and to indemnify GTI against any claim for the foregoing. Alarm Co. acknowledges that all of GTI's charges are based upon existing federal, state and local taxes and

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utility charges, including telephone company line charges, if any. GTI shall have the right, at any time, to increase the monthly service charges provided herein to reflect any additional fees or charges which hereafter may be imposed on GTI by any utility or governmental agency relating to the service provided under the terms of this Agreement, and Alarm Co. agrees to pay the same. If and to the extent that Alarm Co. takes any action which increases the cost to GTI of providing the services contemplated herein, Alarm Co. agrees that it shall be responsible for and shall pay any such additional costs as they are incurred by GTI.

6. **PERMITS/LICENSES:** Alarm Co. represents that it has secured whatever certificates, authorizations, permits or licenses that may be necessary from federal, state and local authorities for the installation, service and monitoring of the alarm system(s). Any failure of Alarm Co. to maintain any required certificate, authorization, permit or license from any federal, state or local authority shall be deemed a material default under this Agreement, authorizing immediate termination of this Agreement by GTI without regard to the fifteen (15) day cure provisions otherwise required under Paragraph 2. Further, in the event of such default, Alarm Co. authorizes GTI to correspond directly with Subscribers, to begin billing them direct and to begin monitoring the Subscribers for its own account.

7. **ALARM COMPANY'S DUTIES:** Alarm Co. shall be solely responsible for the installation of any service or equipment necessary to transmit signals from Subscribers' premises to GTI's central station in a format acceptable to GTI. GTI shall have no responsibility to adopt or conform its monitoring systems or equipment to accommodate telephone line, usage or signal variations. Alarm Co. acknowledges that signals transmitted over telephone company signal channels are wholly beyond the control of GTI and are maintained and serviced by the applicable telephone company or utility. Alarm Co. shall notify GTI (in writing on a form approved by GTI or electronically) each time a new alarm is programmed to report to the signal receiving equipment of GTI, or when any existing alarm is disconnected. Alarm Co. shall be solely responsible for all data entry regarding Subscribers' information. This information shall include, but is not limited to, the following: Account Numbers, Zone Descriptions, Protected Point Descriptions, PIN's, Emergency Call Lists, Authorized Personnel, Hours of Operation, and any and all other information necessary for GTI to correctly and expeditiously take the necessary action(s) upon receipt of incoming signals. The forgoing pertains to all new accounts and updating information on existing accounts. All equipment installed by Alarm Co. to transmit signals to the monitoring equipment of GTI shall be approved by GTI and shall be compatible with GTI's monitoring equipment. Company to pay all telephone line charges necessary for signal transmissions from customers premises to GTI, as well as charges for all lines for voice and other communications to customer and to proper authorities as a result of signals from customers.

8. **INTERRUPTION OF SERVICE:** GTI assumes no liability for interruption of monitoring services for any reason whatsoever, including but not limited to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, the acts or omissions of GTI, its employees or agents, or the failure of GTI's equipment.

9. **DUTIES UPON TERMINATION:** Upon termination of this Agreement, Alarm Co. shall disconnect all of its alarms from GTI's signal receiving equipment (i) by the termination date if termination is upon the expiration of the full Term hereof or, (ii) within fifteen

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(15) days from the date of receipt of notice of termination from GTI. With respect to any systems which are not disconnected, GTI may elect to either continue to monitor said Subscribers and bill the Subscribers directly for such service) or terminate the monitoring services upon the giving of five (5) days written notice to Alarm Co. and the Subscribers.

10. **SUSPENSION OR CANCELLATION OF THIS SERVICE:** This Agreement may be suspended or terminated without notice, at the option of GTI, if GTI's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event by any governmental authority.

11. **DELINQUENCY RECONNECT CHARGES:** In the event any payment due hereunder is more than ten (10) days delinquent, GTI may impose and collect from Alarm Co. a delinquency charge at the maximum rate permitted by Arkansas law, but not greater than eighteen (18%) percent per annum. If monitoring is discontinued because of Alarm Co.'s past due balance, and if Alarm Co. desires to have monitoring service resumed, Alarm Co. agrees to pay in advance to GTI a reconnect charge to be fixed by GTI in a reasonable amount.

12. **DEFAULT BY ALARM CO.:** Alarm Co. shall be in material default upon the occurrence of any of the following:

- (a) Alarm Co. fails to pay any amount herein provided within fifteen (15) days after the same is due and payable;
- (b) Alarm Co. fails to perform any other provisions hereof within fifteen (15) days after GTI shall have requested in writing the performance thereof; or
- (c) Alarm Co. files bankruptcy or makes any assignment for the benefit of creditors. In such an event, GTI shall, in addition to all other remedies at law or equity available to it, have the right, but not the obligation, to exercise any of the following remedies:
 - (a) Bring an action for all amounts due from Alarm Co., including interest from the due date at maximum legal percentage rate, and continue to provide monitoring service. (In the event GTI elects to continue service, Alarm Co. shall remain responsible for the monthly charges coming due hereunder); or
 - (b) Terminate the Agreement and discontinue monitoring service upon five (5) days written notice to Subscribers and Alarm Co. (Discontinuance of monitoring services hereunder shall not be considered to constitute a breach by GTI of any direct or implied obligation of GTI to the Subscribers, and the sole liability therefore shall remain with Alarm Co.); or
 - (c) Terminate the Agreement, continue monitoring Subscribers and notify Subscribers who are not disconnected that payments are to be made directly to GTI on a monthly basis.

COMMERCIAL GENERAL LIABILITY INSURANCE: Company to provide GTI with a copy of Commercial General Liability naming GTI as an Additional Insured on the policy. Company may satisfy this requirement by obtaining appropriate endorsement to any policy of liability insurance currently maintained by company.

13. **DISCLAIMER OF WARRANTIES:** It is understood and agreed that:
- (a) GTI is not an insurer;
 - (b) If Alarm Co. desires casualty insurance, liability insurance, or both, to protect its interests, it shall be the sole responsibility of Alarm Co. to obtain said insurance;

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- (c) The payments provided for herein are based solely on the value of the monitoring service as set forth herein and are unrelated to the value of Alarm Co.'s property, Subscribers' property or the property of others located on Subscribers' premises;
- (d) GTI MAKES NO EXPRESS OR IMPLIED GUARANTY OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, THAT ITS MONITORING SERVICES OR MONITORING EQUIPMENT WILL AVERT OR PREVENT BURGLARIES, THEFTS, UNLAWFUL ENTRIES OR OTHER OCCURRENCES (OR THE CONSEQUENCES THEREOF) FOR WHICH THE SYSTEM IS DESIGNED TO DETECT.

14. **DISCLAIMER OF LIABILITY:** IN NO EVENT WHATSOEVER SHALL GTI BE LIABLE TO ALARM CO. OR TO ANY SUBSCRIBER FOR ANY LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, THEFT OF PROPERTY, OR PROPERTY DAMAGE) ARISING FROM ANY FAILURE OF OR DEFECT IN GTI'S MONITORING SERVICE OR MONITORING EQUIPMENT.

THIS DISCLAIMER OF LIABILITY SHALL APPLY TO ANY SUCH LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE ARISING FROM A FAILURE OR DELAY IN THE DETECTION OR REPORTING OF A SIGNAL FROM A SUBSCRIBER'S PREMISES.

THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR LOSS OR DAMAGE IS BASED ON BREACH OF CONTRACT, STRICT LIABILITY, PRODUCT LIABILITY, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENCE (ACTIVE OR PASSIVE), GROSS NEGLIGENCE, RECKLESSNESS, INTENTIONAL MISCONDUCT OR ANY OTHER LEGAL THEORY.

GTI disclaims any such liability to Alarm Co. and Subscribers for a number of reasons, including the following:

- (a) The uncertain amount or value of Subscribers' 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
- (b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as result of a signal being received
- (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by GTI's failure to perform or by its equipment's failure to operate;

If for any reason a Court of competent jurisdiction should find that the foregoing disclaimer of liability is unenforceable, then GTI's liability to Alarm Co. or to any particular Subscriber shall be limited to Two Hundred Fifty Dollars and no/100. If for any reason a Court of competent jurisdiction finds that the limitation of liability described in the previous sentence is unenforceable, GTI shall still not be liable to Alarm Co. or to any particular Subscriber for any incidental or consequential damages, including but not limited to lost profits, lost rents, lost use, lost time, delay, mental anguish or inconvenience.

15. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement (including but not limited to Subscribers), shall make any claim or file a lawsuit against GTI for any reason related to GTI's obligations pursuant to this Agreement, including but not limited to, the failure of or a defect in GTI's monitoring service or equipment, Alarm Co. agrees to indemnify, defend and hold GTI harmless from any and all such claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees. This indemnification shall apply regardless of whether the claim for loss or damage is based on breach

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of contract, strict liability, product liability, breach of warranty (express or implied), negligence (active or passive), gross negligence, recklessness, intentional misconduct or any other legal theory.

16. **ATTORNEY’S FEES:** In the event it shall become necessary for GTI to institute legal proceedings to enforce any right or remedy under this Agreement, Alarm Co. shall pay to GTI reasonable attorney’s fees and costs to the full extent permitted by Arkansas law.

17. **ENTIRE AGREEMENT; MODIFICATION; ALTERATIONS; AND 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 thereof, and Alarm Co. has read and understands this entire agreement. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

18. **GOVERNING LAW, VENUE AND JURISDICTION:** This Agreement shall be governed and construed in accordance with the laws of the state of Arkansas. The parties agree that the sole venue for any litigation or other proceeding arising under this Agreement, including but not limited to any claim arising under this Agreement, shall be a court of competent jurisdiction in Sebastian County, Arkansas. Each of the parties consent to the exercise of personal jurisdiction over him or her by any court of competent jurisdiction in Sebastian County, Arkansas in any litigation or other proceeding arising under this Agreement.

19. **MISCELLANEOUS:** GTI shall have the right from time to time to promulgate reasonable rules and regulations with respect to monitoring, reporting and maintenance of systems by Alarm Co. reasonably necessary to efficient monitoring of monitored accounts. Said rules and regulations are incorporated herein by reference and are binding on the parties to same extent as if expressly incorporated herein.

20. **GUARD TRONIC:** Alarm Co. shall keep the name “Guard Tronic, Inc.” confidential and use the name “Com-Linq” or “Com-Linq Central Station” when referring to GTI in all of Alarm Co. dealings with Alarm Co. customers.

GUARD TRONIC, INC.
d/b/a COM LINQ.

ALARM CO.

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

ATTEST:

Its: _____

Its: _____

Regulated by:
Arkansas Board of Private Investigators and Private Security Agencies
#1 State Police Plaza Drive
Little Rock, AR 72209
(501) 618-8600

SCHEDULE 1

GUARD TRONIC, INC shall monitor systems for _____, as provided below:

1. Basic monitoring service shall be provided at a rate of \$_____per month. Any and all accounts can be paid monthly or yearly in advance.
 - (a) Basic monitoring service shall include handling all incoming signals without regard to number of zones or signals, or type of signal received, except as provided in Paragraphs 2, 3, 4, and 7 of the MASTER MONITORING AGREEMENT.
2. Open / Close signals shall be received and logged in the computer at a charge not to exceed five cents (\$.05) per signal, except as proved in sub-paragraphs (a), (b) and (c) below.
 - (a) An additional charge of \$25.00 per month shall be levied on each account requiring notification of late or early open / close signals.
 - (b) A \$5.00 charge per printout shall be levied when requested by _____.
 - (c) No per signal charge shall be levied for alarm companies providing their own incoming phone line for alarm signals.
3. **LATE FEES:** If Alarm Company fails to pay the entire monthly service charge by the 15th day of the month in which service charge is due, Alarm Company shall pay to GTI a late fee of 5% of the unpaid balance of that service charge. The parties stipulate that such late fee represents a reasonable estimate of the additional administrative and other costs, which will be incurred by GTI and shall be in addition to and not in lieu of any other remedies provided herein. Notwithstanding the foregoing, if the amount of the late fee shall be greater than permitted by applicable law, such late fee shall be reduced to an amount equal to the maximum lawful charge for a late fee. Nothing contained herein constitutes GTI's agreement to accept payments after they are due or to the extend credited to Alarm Company. Alarm Company shall pay the late charge within twenty (20) days of receipt of the GTI's invoice that includes the late charge.
4. All instructions from _____ as pertains to monitoring their accounts, shall be provided to Guard Tronic, Inc. in writing and signed by authorized representatives of _____.
5. Guard Tronic, Inc. will not contact any of _____ customers for any reason without prior written notice by certified mail address to:

Guard Tronic, Inc.
104 North 13th
Fort Smith, AR 72901

Except as provided in paragraphs 3, 4, 6, 9, or 12.