to permanently disable the transmitter.

SUBSCRIBER have been received by the Network. To accomplish this, the SUBSCRIBER authorizes the Alarm Dealer and/or the provider to enter the SUBSCRIBER's premise upon written certification from the Alarm Dealer that the SUBSCRIBER transmitter has been disabled, and confirmation that no radio communications from the transmitter cease monthly service costs by no longer using a portion of that asset and eliminating transmitted signals from the premise ONLY. The provider shall cease billing any benefit of and are applicable to any assignees and/or subcontractors of the provider and they bind the SUBSCRIBER with respect to said assignees and/or subcontractors with the acknowledgment that this Agreement, and particularly those paragraphs relating to the provider's maximum liability, limit of liability, and third party indemnification, insure to the SUBSCRIBER and shall have the further right to subcontract any installation, monitoring, network, repair service or other services which it may perform. The SUBSCRIBER recognizes that there can be no guarantee that signals from the SUBSCRIBER's transmitter will result in successful transmission of a SUBSCRIBER's signal to receiving sites on occasion and that damage could occur to receiving site(s) or other related equipment that could temporarily result in absence of service. Additionally, during routine maintenance to receiving equipment, service may be temporarily interrupted. Such routine maintenance and calibration will be performed at times which will effect the smallest number of users and will be limited to the shortest possible period of time. To this extent the SUBSCRIBER assumes and accepts such risk and the consequences of such and agrees to hold the provider, its employees, and agents harmless for all claims, lawsuits and losses which claim and/or lawsuit is brought by the SUBSCRIBER.

The SUBSCRIBER elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions and the amount of the limited liability, and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold the provider as an insurer.

**LIABILITY LIMITATION** - The SUBSCRIBER recognizes that there can be no guarantee that signals from the SUBSCRIBER's transmitter will result in successful downloading to the CENTRAL STATION and that provider will NOT HAVE ANY LIABILITY FOR ANY LOSS WHATSOEVER, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY, FLOOD, ETC. RESULTING FROM A CLAIM THAT THE NETWORK DID NOT PROVIDE WARNING. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE SPECIFIED WITHIN. IN NO CASE SHALL THE PROVIDER BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE SPECIFIED WITHIN. IN NO CASE SHALL THE PROVIDER BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR FAULT OF EITHER OR BOTH OF THEM. In consideration of the SUBSCRIBER's assumption of risks as provided herein and the limitation of service to be provided by the provider, and the limitation of liability set forth in this agreement, the SUBSCRIBER further agrees and contracts to limit the total liability of the provider to a maximum of $250.00 for any and all claims per SUBSCRIBER. If the SUBSCRIBER elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions and the amount of the limited liability, and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold the provider as an insurer.

**RIGHTS TO ASSIGNEES/SUBCONTRACTORS** - Provider shall have the right to assign this agreement to any other person, firm or corporation without notice to the SUBSCRIBER and shall have the further right to subcontract any installation, monitoring, network, repair service or other services which it may perform. The SUBSCRIBER acknowledges that this Agreement, and particularly those paragraphs relating to the provider's maximum liability, limit of liability, and third party indemnification, insure to the benefit of and are applicable to any assignees and/or subcontractors of the provider and they bind the SUBSCRIBER with respect to said assignees and/or subcontractors with the same force and effect as they bind the SUBSCRIBER to the provider.

**SUBSCRIBER TERMINATION** - As space on the provider's allocated frequencies is a tangible, finite asset, SUBSCRIBERS may be removed from the Network and thereby cease monthly service costs by no longer using a portion of that asset and eliminating transmitted signals from the premise only. The provider shall cease billing any SUBSCRIBER upon written certification from the Alarm Dealer that the SUBSCRIBER transmitter has been disabled, and confirmation that no radio communications from the SUBSCRIBER have been received by the Network. To accomplish this, the SUBSCRIBER authorizes the Alarm Dealer and/or the provider to enter the SUBSCRIBER's premise to permanently disable the transmitter.

**SUBSCRIBER ACCEPTANCE:**

**DATE:**