



WATCHDOG SECURITY INC.
P.O. Box 129
Greenville, AL 36037
(334) 371-3000

STANDARD RESIDENTIAL SECURITY AGREEMENT

Date: _____
Subscriber's Name: _____ Telephone No.: _____
Address: _____ Cell Phone No.: _____

1. WATCHDOG SECURITY INC. (hereinafter referred to as "WS" or "ALARM COMPANY") agrees to sell, install, and program at Subscriber's premises and Subscriber agrees to buy, an electronic security and or fire alarm system, consisting of the following equipment: **(See Attached Schedule of Equipment and Services.)**

Purchase Price: \$ _____
Taxes: \$ _____
Total: \$ _____
Down Payment: \$ _____ Balance due upon completion of installation: \$ _____

Approximate date work to begin: _____ Estimated date work to be substantially completed: _____

2. DESCRIPTION OF SERVICES:

Check services provided:

- Central Station Monitoring Service Inspection Remote Subscriber Access/Cameras Runner Service
 Alarm Signal Verification Guard Response Self-Monitoring Other: (See Attached Schedule of Equipment and Services.)

3. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND CHARGES: All recurring charges are billed in advance and are plus tax, if applicable [select one option]:

- Monthly Quarter Annually Semi-Annually Annually

(a) CENTRAL STATION MONITORING CHARGES: Subscriber agrees to pay WS:

(i) The sum of \$ _____ plus tax for the installation and programming of the software and communication devices if separate from the alarm panel if not already installed.

(ii) The sum of \$ _____ per month for the monitoring of the Security System 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.

(b) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / SELF-MONITORING: Subscriber agrees to pay WS the sum of \$ _____ per month in advance for the term of this agreement. Select remote access / video services to be provided:

- Recording Device Central Station Remote Video Monitoring for live Streaming Video Data
 Video Clips Monitored Upon Alarm Activation Only Verification recorded video clips
 Cloud Service Data Storage and Retrieval Remote Access By Subscriber
 Video Data to Subscriber's Smart Phone Self-Monitoring Other (describe):

(c) ALARM SIGNAL VERIFICATION: Subscriber agrees to pay WS the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, WS or its designated central station shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by WS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(d) SERVICE (Strike out i or ii)

(i) Subscriber agrees to pay WS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay WS for all parts and labor at time of service. Subscriber is not obligated to call WS for per call service and WS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than WS during warranty period relieves WS of any further obligations under the Limited Warranty. Initial here for per call service option _____

(ii) Subscriber agrees to pay WS for service of the security equipment the sum of \$ _____ per month for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

(e) INSPECTION: Subscriber agrees to pay WS \$ _____ per month for the term of this agreement for inspection service. If this option is selected WS will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified the inspection will comply with UL requirements. WS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which WS has no responsibility or liability.

(f) RUNNER SERVICE: Subscriber agrees to pay WS \$ _____ per month for the term of this agreement for Runner Response Service for up to a maximum of _____ runs per year.

(g) GUARD RESPONSE: Subscriber agrees to pay WS the sum of (select payment method) \$ _____ per month for the term of this agreement (or \$ _____ plus tax payable per guard response).

(h) SELF-MONITORING: Subscriber agrees to pay WS the sum of \$ _____ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Central Station Monitoring, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional central station.

4. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF WS: Provided Subscriber performs this agreement for the full term thereof, upon termination WS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the

manufacturer's default code. Software programmed by WS is the intellectual property of WS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by WS. WS' signs and decals remain the property of WS and must be removed upon termination of this Agreement.

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of five 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 agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof WS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase.

6. CENTRAL STATION MONITORING: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security and/or fire alarm system, WS or its designee central station shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Fire alarms are reported to the fire department unless operator believes no fire condition exists at the premises. Once dispatched, fire department response cannot usually be recalled. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from WS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of WS or WS' designee central station and WS 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 and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of WS and are not maintained by WS except WS may own the radio network, and WS shall not be responsible for any failure which prevents transmission signals from reaching the central station monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish WS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List WS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with WS' notification obligation. All changes and revisions shall be supplied to WS in writing. Subscriber authorizes WS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central station to monitor video or sound then upon receipt of an alarm signal central station shall monitor video or sound for so long as central station in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Subscriber requests WS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay WS \$90.00 for each such service. WS may, without prior notice, suspend or terminate its services, in WS' 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 or runaway signals. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by WS.

7. SERVICE: Service pursuant to paragraph 3(d)(ii) includes all parts and labor, and WS shall service upon Subscriber's request the security 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 of the security 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. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without WS' written consent.

8. RUNNER SERVICE: If Runner Service is selected, upon receipt of an alarm signal, trouble signal or supervisory signal, defined as a signal that does not require notification to any party other than Subscriber, WS will respond to Subscriber's premises to verify the alarm condition. For alarm and supervisory alarm signals WS will make a reasonable effort to respond within one hour; for trouble signals, within 4 hours. Subscriber will either meet the runner at the premises or provide keys for access to all areas requiring inspection. Runner Service response is for alarm verification only, not guard response or intervention, police or fire department coordination or repairs. Subscriber agrees to pay for runner response in excess of maximum runs per year at the rate of \$120 per response.

9. FOR GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, WS or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests WS to station its guard at the premises for more than 30 minutes, and WS has sufficient personnel to provide such service, and WS makes no such representation that its personnel will be available, then Subscriber agrees to pay WS \$95.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to WS to provide extended guard service by email, text or recorded conversation to WS at the time request is made and WS is authorized to ignore any request not confirmed within 15 minutes.

10. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by WS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by WS or Subscriber's Internet or wireless connection device which is compatible with WS' remote services. WS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which WS has no control. The remote services server is provided either by WS or a third party. WS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. WS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and WS shall have no liability for access to the alarm system by others.

11. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. WS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, WS will authorize Subscriber access. WS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and WS shall have no liability for such third party unauthorized access. WS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. WS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

12. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, If video equipment is attached to a recorder it shall not be used for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, WS shall store data received from Subscriber's system for one year. WS shall have no liability for data corruption or inability to retrieve data even if caused by WS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by WS and WS has no responsibility for such access or IP address service. If system has remote access WS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. WS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. WS has made no representations and has provided no advice regarding the use of audio or video devices. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. WS has made no representations and has provided no advice regarding the use of audio or video devices and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

13. LIMITED WARRANTY ON EQUIPMENT: In the event that any part of the security equipment becomes defective, WS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. WS 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, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. WS is not the manufacturer of the equipment and other than WS' 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, WS makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and WS shall not be liable for consequential damages. WS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise or that the system will in all cases provide the protection for which it is installed. WS 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 WS. Subscriber acknowledges that any affirmation of fact or promise made by WS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on WS' 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 WS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for WS' breach of this agreement or negligence to any degree under this agreement is to require WS to repair or replace, at WS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 3(d)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, WS will procure all permits required by local law and will provide a certificate of workman's compensation prior to starting work.

14. FIRE ALARMS: Unless the Schedule of Equipment and Services provides for a fire alarm system to code WS makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Subscriber's premises. If a fire alarm system to code is specified in the Schedule of Equipment and Services then WS will install fire alarm equipment pursuant to AHJ requirements. Subscriber agrees that any equipment required by the AHJ not specified in the Schedule of Equipment and Services shall be an extra to this agreement to be paid for by Subscriber at the time the additional equipment is requested.

15. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: WS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or 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 WS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of WS, WS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay WS the sum of \$1,000 per day for each business day the work is rescheduled or delayed by Subscriber or others engaged by Subscriber through no fault of WS on less than 24-hour notice to WS. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of WS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should WS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay WS for such service or material.

16. TESTING OF SECURITY SYSTEM: Security 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 Security System and to notify WS if it is in need of repair. Service if provided is pursuant to paragraphs 3 and 7.

17. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security 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. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 3(d)(ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without WS' written consent.

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

19. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by WS.

20. LIEN LAW: WS or any subcontractor engaged by WS 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.

21. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to indemnify and hold harmless WS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by WS' performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against WS or WS' 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 WS. WS shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

22. EXCULPATORY CLAUSE: WS and Subscriber agree that WS is not an insurer and no insurance coverage is offered herein. The fire alarm, security system, equipment, and WS' services are designed to detect and reduce certain risks of loss, though WS does not guarantee that no loss or damage will occur. WS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by WS' negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases WS from any claims for contribution, indemnity or subrogation.

23. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of public liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and WS is named as additional insured and which shall cover any loss or damage WS' services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or WS' services. WS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against WS and its subcontractors for loss or damages caused by perils intended to be detected by WS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

24. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of WS as a result of WS' negligent performance to any degree or negligent failure to perform any of WS' obligations pursuant to this agreement or any other legal duty, equipment failure, human error, or strict products liability, that WS' liability shall be limited to the sum of \$250.00 or 6 times the aggregate of monthly payments for services being provided at time of loss, whether economic or non-economic, in contract or tort, whichever is greater. If Subscriber wishes to increase WS' amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with WS' increased liability. This shall not be construed as insurance coverage.

25. LEGAL ACTION / EARLY TERMINATION / AGREEMENT TO ARBITRATE: The parties agree that due to the nature of the services to be provided by WS, the payments to be made by the Subscriber for the term of the services part of this agreement form an integral part of WS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix WS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to WS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as liquidated damages and WS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

If WS prevails in any litigation or arbitration between the parties, Subscriber shall pay WS' legal fees. In any action commenced by WS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against WS for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules at www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. The arbitrator is authorized to conduct proceedings by telephone, video or by submission of papers. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of Alabama and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where WS' principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. All actions or proceedings against WS must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against WS 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, and this consent to arbitrate shall survive the termination of this agreement.

26. WS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that WS is authorized and permitted to subcontract any services to be provided by WS to third parties who may be independent of WS, and that WS 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. Subscriber appoints WS to act as Subscriber's agent with respect to such third parties, except that WS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to WS' 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 assignees, subcontractors, manufacturers, vendors and central station of WS.

27. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify WS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event WS discovers the presence of suspected asbestos or other hazardous material, WS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate WS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If WS, in its sole discretion, determines that continuing the work poses a risk to WS or its employees or agents, WS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate WS for all services rendered and material provided to date of termination. WS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall WS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

28. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse WS for any fines relating to permits or false alarms. WS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein.

29. FAIR CREDIT REPORTING ACT: In compliance with the Fair Credit Reporting Act ("FCRA"), the Subscriber hereby authorizes WS to obtain a consumer credit report. Subscriber has the right, by contacting the provider of this information, to dispute the information on the report or request additional disclosures as provided under Section 606 of the FCRA. Written request must be given from the Subscriber to WS to request additional credit information. Subscriber releases all persons involved in the credit investigation from liability in connection with such investigation.

30. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except WS' requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

WATCHDOG SECURITY INC.:

By: _____
Signature

I authorize WS to have my credit card automatically charged for all charges under this agreement.

Subscriber's: Signature

Print Subscriber's Name

Credit Card #: _____

Expiration Date: _____

Security Code: _____

Mastercard Visa American Express

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

Billing Address: _____

Subscriber's Email Address: _____

NOTICE OF CANCELLATION
YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

SUBSCRIBER:

Subscriber/Buyer: Signature

Print Name SS#

Address

