

**CONWAY CORPORATION ALARM MONITORING SERVICE AGREEMENT  
END USER AGREEMENT**

Account Number: \_\_\_\_\_

Install Date/Time: \_\_\_\_\_

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Conway Corporation, Arkansas License Number 0002272 (Company) and \_\_\_\_\_ (Subscriber) with a billing address of \_\_\_\_\_, Conway, AR 7203 \_\_\_\_.

**THIS AGREEMENT SETS FORTH THE TERMS OF OUR (i.e. COMPANY and SUBSCRIBER) AGREEMENT AND CONTAINS LIMITED WARRANTIES, DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY AND SHOULD BE READ CAREFULLY. ALARM SERVICES ARE REGULATED BY:**

Department of Arkansas State Police  
1 State Police Plaza Drive  
Little Rock, Arkansas 72209  
501-618-8600

1. **EQUIPMENT PURCHASE AND INSTALLATION.** Subscriber agrees to purchase and Company agrees to furnish and install an event-monitoring system, as described in Attachment A, at the premises of Subscriber located at

Service Address: \_\_\_\_\_  
Conway, Arkansas 7203 \_\_\_\_

2. **PAYMENT FOR SYSTEM AND INSTALLATION.** The Subscriber agrees to pay to Company a total purchase price for equipment, including installation as set forth on Attachment A.

3. **LIMITED WARRANTY – REPAIRS AND ADJUSTMENTS.** Company agrees to repair or replace at its option any part of the system equipment which, within one year following installation, is defective due to faulty design of the equipment, materials or workmanship. Thereafter, Subscriber shall be responsible for labor and material costs involved in any repair or replacement. Such services will be performed only when Subscriber notifies Company that services are needed. Company will perform no inspections or preventive maintenance and Company MAKES NO WARRANTY REGARDING ITS MAINTENANCE SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. The parties' relationship regarding maintenance, repair or replacement services is governed by all other appropriate parts of this Agreement including, specifically, Paragraphs 5, 15, and 16. Either party may cancel the maintenance service at any time.

**SUBSCRIBER INITIALS:** \_\_\_\_\_

4. (a) **MONITORING.** Subscriber's system shall be monitored twenty-four hours per day seven days per week by a third party monitoring company ("Monitor Company") under contract to Company. Subscriber acknowledges and understands that the monitoring is not done by Conway Corporation, the City of Conway or any state, county or municipal agency. If a signal is received from the equipment, Monitor Company shall seek to create two-way voice communication by telephone with the "Responders" as designated on the Subscriber's personal information questionnaire. Monitor Company's monitoring of the System and Monitor Company's reasonable attempts to contact responders by telephone are Company and the Monitor Company's only obligations. Subscriber agrees to notify Company of Subscriber's disposition with regard to any signal within twenty-four hours. In consideration of the monitoring, Subscriber shall pay to Company a monthly monitoring charge as set forth on Exhibit A for a term of 36 months. Either Company or Subscriber may terminate the monitoring services at the end of 36 months or thereafter by giving the other party at least sixty (60) days prior written notice. Company reserves the right to increase or decrease the annual monitoring charge upon 30 days prior written notice after 36 months.

(b) **"LIMITATION OF TECHNOLOGY."** Subscriber understands and agrees that the service rendered under this agreement relies on telephonic, wireless or broadband (Internet access) with a cellular backup. Inherent in this system is a failure when the telephone, wireless or broadband (Internet) has an interruption in service, including at the Subscriber's premise. In this event, the security system dependent on the communication service will likewise be interrupted. The backup cellular service will only be an effective backup when subscriber has active cellular coverage available at subscriber's location. Subscriber understands and agrees that Company does not control or guarantee any telephone, wireless or broadband service.

Subscriber also understands and agrees that broadband (Internet access) at Subscriber's location may be wireless and is dependent on what is commonly called a wireless local area network. Anytime Subscriber's wireless local area network is non-operational, the broadband (Inter-net access) portion of the security system will likewise be non-operational. This acknowledgment applies to every term and condition of this agreement as if repeated in each term and conditions 1- 19.

**SUBSCRIBER INITIALS** \_\_\_\_\_

5. (a) **NO WARRANTY OR REPRESENTATION.** Other than stated in Paragraph 3 above as to the limited equipment warranty to repair or replace Company does not represent or warrant that the system may not be compromised or circumvented or that the system will prevent any personal injury, loss of life, or property loss or damage or that the system will in all cases provide the notification or monitoring which is intended regardless of the reason, including but not limited to a failure in the monitoring or failure to contact Responders, and the Subscriber has not relied upon any such representation or warranty. The Subscriber acknowledges that any other affirmation of fact or promise made by Company or its agents, servants or employees, even if in writing shall not be deemed to create an express warranty. COMPANY, ON BEHALF OF ITSELF AND ITS DIRECT AND INDIRECT SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY AND ITS DIRECT AND INDIRECT SUPPLIERS MAKE NO REPRESENTATION THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE EQUIPMENT WILL ALWAYS FUNCTION AS INTENDED.

**SUBSCRIBER INITIALS** \_\_\_\_\_

(b) **ADDITIONAL EQUIPMENT DISCLAIMER.** Subscriber acknowledges that Company's representative has presented the availability of additional equipment, systems and protections which are available from Company and others for additional charges, but Subscriber has decided not to request or contract for such additional equipment, systems or protections.

**SUBSCRIBER INITIALS** \_\_\_\_\_

6. **MEDICAL AND/OR RELATED EXPENSES.** In the event of an alarm, Subscriber does hereby authorize Monitor Company and/or Company to seek to notify respondees and obtain assistance. Subscriber shall be obligated for and agrees to pay any and all costs and expenses what-soever incurred as a result of such notifications including, but not limited to any charges by Responders, including false alarm or equipment malfunctions charges imposed by Responders or the City of Conway pursuant to local Ordinances of the City of Conway.

**SUBSCRIBER INITIALS** \_\_\_\_\_

7. **CANCELLATION:** YOU, THE SUBSCRIBER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT. THE SUBSCRIBER ACKNOWLEDGES, BY INITIATING, RECEIPT OF A SEPARATE NOTICE OF CANCELLATION FORM, A COPY WHICH IS ATTACHED AS EXHIBIT B WHICH EXPLAINS THIS RIGHT.

**SUBSCRIBER INITIALS** \_\_\_\_\_

8. **TESTING AND PROTECTION OF THE SYSTEM.** It is solely the Subscriber's responsibility to test the operation of the equipment used in the operation of this system. Monitoring tests may normally be made without charge on weekdays between 5 p.m. and 11 p.m. with prior coordination with the system operators. The Subscriber agrees that no apparatus or device shall be attached or connected to the system and further agrees not to permit the system and equipment to be disturbed, removed or otherwise damaged.

9. **DELAYS AND FAILURES.** Company assumes no liability for delays in equipment installation, interruption of services due to strikes, riots, floods, fires, acts of God, mechanical, or electrical or equipment failures or any cause beyond the control of Company or mistakes or delays caused by the Monitor Company. Company may terminate this Agreement if it cannot maintain transmission privileges and shall not be liable for any damages or penalties as a result of such termination. Company may also cancel this Agreement, without previous notice, in the event the Monitoring Company it has contracted with is destroyed or damaged by a catastrophe and it is impracticable to continue or restore service.

10. **TERM AND TERMINATION** The initial term of this Agreement (the "Initial Term") shall be for a period of thirty-six months beginning on the date the System is installed. Unless otherwise terminated pursuant to its terms, this Agreement shall automatically renew for additional one (1) year terms (each an "Additional Term") with any Additional Term being terminated upon the giving of sixty (60) days prior written notice. Company reserves the right to increase or decrease the annual monitoring charge upon 30 days prior written notice during any Additional Term.

a. **Termination for Breach.** In the event of a material breach by Subscriber, including non-payment by Subscriber, or upon the expiration or termination of this Agreement, Subscriber consents and will allow Company to enter any premises housing the System or any portion thereof for the purpose of removing all or part of the System belonging to Company (e.g. router, all-in-one touch screen and security control panel, modem), and Subscriber agrees to pay Company all

accrued charges incurred prior to the date of termination, together with all sums to which Company may be entitled by virtue of said breach. Removal of the equipment by Company under this Section 10.a. shall not constitute a breach by Company of this Agreement or a waiver of Company's right to damages.

b. **Termination for Subscriber's Convenience.** Subscriber may terminate this Agreement at any time; provided, however, that Subscriber shall pay Company an amount equal to the remaining payment due during the Initial Term if Subscriber discontinues service before the end of the Initial Term ("Early Termination Fee") (e.g. if Customer terminates in month 24 Subscriber will pay an amount equal to the amount that would have been owed for months 25-36; if Subscriber terminates after the Initial Term then Subscriber is not liable for an Early Termination Fee). Subscriber consents and will allow Company to enter any premises housing the System or any portion thereof for the purpose of removing all or part of the System belonging to Company (e.g. router, all-in-one touch screen and security control panel, modem), SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE AMOUNTS SET FORTH IN THIS SECTION 10(b). REPRESENT A REASONABLE ESTIMATION OF COMPANY'S ACTUAL DAMAGES RESULTING FROM SUBSCRIBER'S EARLY TERMINATION, AND ARE AN APPROPRIATE MEASURE OF LIQUIDATED DAMAGES AND DO NOT CONSTITUTE A PENALTY.

c. **Termination for Company's Convenience.** Company may terminate this agreement without penalty or liability at any time upon notice to Subscriber and Subscriber shall not be subject to the Early Termination Fee set forth in Section 10(b). Subscriber consents and will allow Company to enter any premises housing the System or any portion thereof for the purpose of removing all or part of the System belonging to Company (e.g. router, all-in-one touch screen and security control panel, modem).

11. **RELEASE FROM LIABILITY AND WAIVER OF SUBROGATION.** Subscriber hereby waives, releases, discharges and agrees to hold Company, its directors, officers, employees, agents and assigns harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard including any hazard covered by insurance whether said claim is made by Subscriber or by any other party claiming under or through Subscriber, including any insurer, by way of subrogation or otherwise.

SUBSCRIBER INITIALS \_\_\_\_\_

12. **INDEMNIFICATION FROM THIRD PARTY ACTION.** In the event any person not a party to this Agreement, including Subscriber's insurance company, shall make any claim or file any lawsuit against Company, its officers, employees, agents or assigns ("Indemnities") for any reason whatsoever, including, but not limited to, the installation, maintenance, monitoring, operation or non-operation of the system, or failure to properly notify Responders, Subscriber agrees to indemnify, defend and hold the Indemnities harmless to the maximum extent allowed by law from any and all claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees whether these claims and lawsuits are based on alleged intentional conduct, active or passive negligence or strict or product liability on the part of Company, its officers, employees, agents or assigns.

SUBSCRIBER INITIALS \_\_\_\_\_

13. **BINDING NATURE. THE PRINTED TERMS AND PROVISIONS OF THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT AND ARE BINDING ON COMPANY AND SUBSCRIBER. SUCH TERMS AND CONDITIONS SHOULD BE READ CAREFULLY. ALL PROVIDERS OF THE MONITORING SERVICE, EQUIPMENT AND SOFTWARE FOR THE EVENT MONITORING SYSTEM, SHALL BE A DIRECT AND INTENDED THIRD PARTY BENEFICIARY OF THE LICENSE AGREEMENT AND MAY ENFORCE IT DIRECTLY AGAINST THE LICENSED CUSTOMER.**

SUBSCRIBER INITIALS \_\_\_\_\_

14. **FORCIBLE ENTRY.** Subscriber acknowledges consent for "Responders", including but not limited to, fire, law enforcement and emergency medical personnel contacted by Company to enter the premises, with force, if necessary. Subscriber does hereby release Company from any and all liability whatsoever as a result of said forcible entry.

15. **LIMITATION OF COMPANY LIABILITY.** It is understood that Company is not an insurer of person, life, limb or property and that insurance covering personal injury, life and property loss shall be obtained by the Subscriber, if so desired. Company is being paid for installing and providing a system designed to provide notice of the occurrence of certain events. Company and the Subscriber acknowledge that the amounts being charged by Company are not sufficient to guarantee in any way that no loss or damage will occur or that the system and monitoring services will always function as intended and that Company is not assuming responsibility for any personal injury, loss of life, or property loss or damage which may occur even if due to Company's negligent performance or which may arise due to the faulty operation of the system, the failure of services, the failure to perform said services or the failure of the Monitor Service.

Company and Subscriber hereby agree that if, notwithstanding the above provisions, there should arise any liability whatsoever on the part of Company, its directors, officers, employees, agents or assigns, it is agreed that such liability shall be limited to two hundred fifty dollars (\$250). This sum shall be complete and exclusive and shall be paid and received as an exclusive remedy and not as a penalty.

SUBSCRIBER INITIALS \_\_\_\_\_

16. **THIRD PARTY EQUIPMENT AND SERVICES - LIMITATIONS OF LIABILITY.** At its sole discretion, Company may use one or more independent contractors, suppliers, vendors or licensors (collectively, "Suppliers") to provide equipment, installation, repair, monitoring, communications, signal transmission services (including cellular transmission, broadband and/or VoIP services) or other services. Subscriber agrees and acknowledges that such Suppliers are not insurers and agrees the provisions for RELEASE FROM LIABILITY AND WAIVER OF SUBROGATION, INDEMNIFICATION FROM THIRD PARTY ACTION and LIMITATION OF COMPANY'S LIABILITY in Paragraphs 11, 12 and 15 of this document shall apply for the benefit of all Suppliers, their directors, officers, employees and agents as fully as if they had been specifically named herein in place of "Company" throughout. UNDER NO CIRCUMSTANCES WILL COMPANY'S DIRECT OR INDIRECT SUPPLIERS HAVE ANY LIABILITY TO SUBSCRIBER. To the extent permitted by law, the limitations of liability set forth in this Agreement shall apply to the work, products or services that our Suppliers provide, and shall apply to them and protect such Suppliers in the same manner as it applies to and protects Company. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY THIRD PARTY SERVICE PROVIDERS, INCLUDING CELLULAR OR BROADBAND AND IF APPLICABLE, BEING RELIED UPON TO PROVIDE SERVICES TO YOU, OR ITS AFFILIATES OR CONTRACTORS, AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN COMPANY AND ANY THIRD PARTY CELLULAR OR BROADBAND SERVICE PROVIDER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT ANY THIRD CELLULAR OR BROADBAND SERVICE PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

SUBSCRIBER INITIALS \_\_\_\_\_

17. **ASSIGNMENT.** It is specifically agreed that the subscriber shall not be permitted to assign this Agreement without prior written consent of Company and any assignment without such consent shall be without effect and shall be deemed a breach of this Agreement. Company shall have the right to assign this Agreement to any other company engaged in a business similar to that of Company and upon such assignment shall be relieved of any obligations created herein.

18. **SOFTWARE RESTRICTIONS.** Subscriber agrees that it will not (i) decompile or reverse engineer any of the software used in providing the Service ("Licensed Software") or take any other action to discover the source code or underlying ideas or algorithm of any components thereof (ii) copy the Licensed Software, (iii) post, publish or create derivative works based on the Licensed Software or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Licensed Software, related documentation or packaging.

19. **FULL AGREEMENT – SEVERABILITY.** This Agreement constitutes the full understanding by and between the parties hereto and may not be amended or modified except in writing and signed by both parties. If any provision or part of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as if such invalid or unenforceable provision had never appeared herein.

\_\_\_\_\_  
SUBSCRIBER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Print Subscriber Name

ACCEPTED:  
CONWAY CORPORATION  
By: \_\_\_\_\_