

SCHEDULE B :SECURITY ALARM MONITORING AGREEMENT

The following terms and conditions including those on the Subscriber information page and the acceptance of payment terms constitute an Agreement between the Subscriber, Aegis Wireless Security, LLC and Criticom International (hereinafter referred to as "Central Office"), and are referred to as such:

1. Subscriber has entered into a written contract with the Aegis Wireless Security, LLC hereinafter referred to as "Aegis", for the purchase of an alarm system, and monitoring of an alarm system, which will be installed by the Subscriber, at Subscriber's premises and Subscriber designates Aegis as its exclusive agent to deal with the Aegis Monitoring Service Provider. Aegis has selected Criticom International, an alarm Monitoring Service Provider (hereinafter referred to as "Central Office") to monitor the alarm system. Aegis and Central Office are not parties to the Installation of the Alarm System.
2. Subscriber acknowledges that it is responsible to Aegis to provide basic information about subscriber's alarm system. Subscriber warrants to Aegis that all information provided will at all times be complete, accurate and kept current and that the system will be fully maintained. Subscriber desires Aegis to provide monitoring services according to the terms set forth herein. Subscriber agrees to (i) maintain the system in proper working order and utilize the system at all times, (ii) to test the system at least monthly, and (iii) to notify Aegis if the system, or parts of the system are changed, relocated, or not operational. Central Office shall monitor signals received by Central Office from the alarm system installed at Subscriber's premises. Upon receipt of a signal indicating that an alarm condition exists, Central Office shall make every reasonable effort to notify the police, fire or other municipal authority deemed appropriate in Central Office's absolute discretion, and such other persons Subscriber has requested receive notification of such alarm condition. All notifications by Central Office shall be by telephone communication.
3. Subscriber acknowledges that signals which are transmitted over telephone lines, air waves or other modes of communication pass through communication networks wholly beyond the control of Aegis and Central Office and are not maintained by Aegis or Central Office and therefore, Aegis and Central Office shall not be responsible and assume no liability for interruption of service, any failure to notify and respond, or for damages resulting therefrom, due to acts of civil unrest or natural disaster such as, but not limited to, strikes, riots, floods, storms, earthquakes, fires, power outages, insurrection, acts of sabotage or terrorism, disconnected, interrupted or unavailability of telephone service or similar causes beyond the control of Aegis or Central Office, which resulting an alarm condition signal not being received by or forwarded. In the event that the facilities or equipment for monitoring services are damaged or communication networks disrupted, from causes similar to those indicated above, the monitoring services may be suspended upon such event(s), with or without notice to the Subscriber, in the sole discretion of the Central Office.
4. Subscriber agrees to furnish Aegis with a written list of names and telephone numbers of those persons Subscriber wishes Central Office to notify of alarm signals. Subscriber agrees to inform Aegis of all changes in notification information (telephone number, address, security passwords, etc.). All changes and revisions shall be supplied to Aegis and the Central Office in writing or by electronic transmittal, signed by Subscriber. Subscriber understands that Aegis and Central Office will rely upon these actions of Subscriber in providing services pursuant to this Agreement.
5. Subscriber acknowledges that Central Office is not related to or part of Aegis. None of the equipment installed at Subscriber's premises is the property of Aegis or Central Office and Central Office have made no representation, warranties or agreements regarding the equipment, nor has Aegis or Central Office participated in the installation of the alarm equipment. Aegis and Central Office have no responsibility for the condition or operation of the alarm system and Aegis and Central Office are not responsible for the maintenance, service or repair of said alarm equipment. Aegis and Central Office shall not be liable or responsible for equipment failure which prevents signals from reaching Central Office.
6. Should repair or maintenance be required to the alarm system at anytime during this Agreement it may only be performed by an alarm company authorized and approved by Aegis. Subscriber is responsible to notify Aegis if the system, or parts of the system need to be changed, relocated, or are not operational. Aegis will make all reasonable efforts to accommodate the repair and or maintenance requirement over the phone at no additional charge to the Subscriber. If additional repair, maintenance, or support is necessary at the premise in which the alarm system is installed, Aegis will provide or subcontract to provide such required services to the Subscriber at an additional charge to the Subscriber. Subscriber acknowledges that this Agreement, and those paragraphs relating to Aegis or Central Office's maximum liability, liquidated damages, disclaimer of warranties and third party indemnification inure to the benefit of and are applicable to any subcontractors and/or assignees with the same force and effect as they are to Aegis or Central Office.
7. During the first (3) months after installation, Aegis will repair or, at its option, replace any defective parts within the system and will make any needed mechanical adjustments, all at no charge to the subscriber. Aegis will use new or functionally operative parts for replacements. This limited warranty is for Subscriber's benefit only, and may not be enforced by any other person. This limited warranty gives Subscriber specific legal rights. The laws in the state where this Contract was signed may also give you additional rights.
8. Subscriber acknowledges that Aegis is being paid for its monitoring service by the Subscriber. During the term of this Agreement Subscriber agrees to pay Aegis a monthly alarm monitoring fee of \$ 26.95 per month. In the event Aegis does not receive payment when due, for any reason, Aegis and Central Office shall be permitted to terminate this agreement and discontinue monitoring Subscriber's alarm system upon giving Subscriber ten (10) days notice of termination. Notification to Subscriber of termination shall be prima facie (on its face) proof of its right to do so under the monitoring Agreement. In the event that Aegis terminates this Agreement for any reason other than nonpayment, Aegis agrees to refund monitoring fees received for any period subsequent to the termination of Aegis monitoring services. This Agreement for monitoring services shall terminate on the date fixed in Aegis's notice of termination. Upon such termination Aegis and Central Office and Subscriber agree and hereby do release each other from any and all liability whatsoever, including negligence to any degree of the parties arising out of this agreement, the relation to the parties or the Central Office monitoring services, except that the Subscriber shall be liable to Aegis for all monitoring charges after notice of termination is sent to Subscriber, if Subscriber's alarm signals continue to be received by Central Office. Subscriber shall be liable to Aegis for expenses incurred by Aegis in connection with excessive incoming alarm transmissions (runaway communicators) transmitted from Subscriber's location to Central Office, together with Aegis's legal fees to terminate the transmissions that Subscriber's location or recover any liability owned by Subscriber to Aegis. Aegis's notice of termination shall be given in writing and sent by regular first class mail to Subscriber. Subscriber authorizes Aegis to access the control panel to input or delete data and programming.
9. If for any reason, including but not limited to Central Office's equipment failure, Central Office is unable to provide its monitoring services, Aegis in its sole discretion shall be permitted to suspend its monitoring services at any time and without notice to Subscriber. In the event Aegis or Central Office in its sole discretion determines it will not be able to resume its monitoring services within 24 hours, Aegis agrees to notify Subscriber in writing that monitoring services have been suspended. There shall be no refund, offset or deduction in Aegis's monitoring fees for suspended service provided suspended service does not exceed ten (10) days.
10. In the event Subscriber's contract with Aegis is terminated, Central Office's monitoring services shall automatically terminate. Notice that the Agreement between Subscriber and Aegis has been terminated shall be given in writing by Aegis. Central Office at its option may choose to notify Subscriber of any impending disconnection or interruption in their monitoring services as a result of such termination. The programming information contained within the communication device shall remain the property of Aegis. In the event monitoring is terminated for any reason Aegis shall have the right to disregard signals and take whatever legal procedures that may be necessary to remove or erase the programming to prevent signals from being transmitted to Central Office. Subscriber shall be liable for all monitoring charges until the Central Office no longer receives signals from the Subscriber's location.
11. Subscriber agrees that Aegis shall monitor Subscriber's alarm for an initial term of three years and shall automatically renew for successive (30) day terms unless terminated by either party's written notice at least (30) days prior to the end of then current term. In the event of such termination by Subscriber, Aegis shall not be required to return any money received for its monitoring services. If Subscriber's premise is located in the State of California, the initial term of the contract shall be for (2) years. Alarm monitoring services shall commence upon the installation of the alarm equipment and when the necessary signal communications connection is completed at the expiration of the term set forth above. The Subscriber's monitoring fee to be paid to Aegis during the term of this Agreement will be \$ 26.95 per month. Subscriber authorizes Aegis to obtain a NON- INVESTIGATIVE CONSUMER REPORT about the Subscriber from a consumer reporting agency at any time during the term. All accounts that are delinquent shall bear interest at the rate of Ten (10%) percent per annum (ten percent APR), but in no extent shall such interest exceed the maximum rate allowable by state law.
12. Medical Alert: If medical alert is specified under the schedule of service to be provided, upon receipt of a medical alert signal, Central Office or its sub-contractor, shall, as soon as may be practicable, make every reasonable effort to notify by telephone those persons designated by Subscriber or the appropriate municipal police or fire department providing emergency medical response. Subscriber acknowledges that Aegis and the Central Office provides no response to a medical alert signal except notification to the appropriate party, and that the provisions of this agreement exonerate and limiting Aegis and Central Office's liability are fully applicable to the medical alert service.
13. Subscriber agrees that Aegis are not an insurer and that no insurance coverage is offered herein. Payments by Subscriber are for an alarm system and monitoring designed to reduce certain risks of loss, though there are no guarantees that the alarm system or monitoring will reduce such risks or that no loss will occur. Aegis and Central Office are not assuming responsibility and therefore they shall not be liable to Subscriber for any loss or damage suffered by Subscriber as a result of burglary, hold-up, fire, medical alert, smoke, equipment failure, failure of Central Office or municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury was caused by or contributed to by Aegis or the Central Office's negligent performance of failure to perform any obligations
14. Subscriber agrees that the alarm system and monitoring service are not designed or guaranteed to prevent loss by burglary, medical alert, hold-up, fire, illegal acts of third parties or any other loss. If notwithstanding the terms of this agreement there should arise any liability on the part of Aegis or the Central Office as a result of their negligence to any degree or failure to perform any obligation, such liability shall be limited to \$250.00. If Subscriber wishes to increase the limitation of liability, Subscriber may, as of right, by entering into a supplemental agreement with an independent insurance carrier of their choice obtain a higher limit by paying an additional amount consonant with the increase in liability.
15. The parties agree that in the event the Subscriber suffers damages as a result of Aegis or Central office's negligence to any degree or failure to perform any obligation it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees to accept \$250.00 as liquidated damages in complete satisfaction, discharge and release of Aegis and Central Office's liability.
16. The Subscriber shall maintain a policy of public liability, property damage, burglary and theft and fire insurance under which Aegis, the Central Office, and the Subscriber are named as insured's, and under which the insurer agrees to indemnify and hold Aegis harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to those claims, injuries and damages contributed to by Aegis's negligent performance or its failure to perform any obligation. Liability insurance shall be obtained by the Subscriber for any injury or death, and property damage, burglary and theft and fire coverage in an amount necessary to indemnify Subscriber for property on its premises. Aegis shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.
17. Subscriber agrees to indemnify and hold Aegis and Central Office harmless, including reasonable attorneys' fees from and against all claims, lawsuits and losses alleged to be caused by Aegis or Central Office's negligent performance to any degree or failure to perform under this agreement. The parties agree that there are no third party beneficiaries of this agreement. Subscriber on their behalf and any insurance carrier waive any right of subrogation Subscriber's insurance carrier may otherwise have against Aegis or Central Office arising out of this Agreement or the relation of the parties hereto.
18. This Agreement cannot be assigned by Subscriber without written consent of Aegis or Central Office. Aegis or Central Office shall be permitted to assign this contract and shall be relieved of further obligations under this contract upon such assignment. Aegis or Central Office may sub-contract any services which it may perform at its sole discretion.
19. This Agreement shall be governed by the laws of the State of Oregon. The parties agree that the courts of Oregon shall have exclusive jurisdiction over the parties hereto regarding any dispute between them, Aegis, Central Office and Subscriber submits to the jurisdiction of Oregon. The parties waive trial by jury in any action between them. Any action by Subscriber against Aegis or the Central Office must be commenced within six months of the accrual of the cause of action or shall be barred. All actions or proceedings against Aegis or Central Office must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against Aegis or Central Office 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. In any action commenced by Aegis or the Central Office, Subscriber waives personal service of any legal process and consents that service of process may be made by the United States Postal Service, by certified or registered mail.
20. Subscriber, Aegis, and Central Office agree that false alarm assessments, taxes, fees, permit fees or like charges may be imposed by local government bodies or other organizations who the Central Office is directed to report alarm activity in accordance with this agreement. Subscriber agrees that any or all of such false alarm fees shall not excuse the performance of any party to this Agreement or Subscriber's obligation under this agreement. In event that any assessment, tax, fee or like charge is assessed for false alarms and/or permits originating from subscriber's premises, Subscriber will pay immediately.
21. All facsimile and electronic signatures included in this Agreement shall be deemed as effective as if such were an originally signed document.
22. This Agreement is binding on upon approval of method of payment and acceptance of this Agreement.
23. This Agreement is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms contained therein. 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. In the event of litigation or arbitration between Subscriber and Aegis or the Central Office, the prevailing party shall be entitled to recover reasonable attorneys fees and costs. This Agreement can only be modified by a writing signed by each of the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement supercontains the full understanding of the parties and can be modified or canceled only by writing signed by the parties.
24. In the event that any provision of this Agreement is held to be inoperable or unenforceable, such shall not render the remaining provisions void or unenforceable. The court is instructed to limit such clause to what it considers to be reasonable and to preserve to the extent possible, the meaning of such provisions.