

ALPINE COMMUNICATIONS, L.C.

PERSONAL HOME SAFETY SYSTEM SERVICE AGREEMENT

1. **Service.** This Personal Home Safety System Service Agreement ("**Service Agreement**") is between you and Alpine Communications, L.C. (together with any subsidiaries, affiliates or trusted third parties providing your service, "**Alpine**") and covers the personal home safety system described in Section 2 below (the "**System**") and the associated monitoring service described in Section 4 below ("**Service**"). Your agreement (the "**Agreement**") with Alpine consists of and is governed by the general Terms and Conditions set forth in our Service Catalog, this Service Agreement and your selected Service Package. Your "**Service Package**" is described in our marketing materials and includes the rates and features Alpine sets for that particular Service Package. By signing below, you affirmatively request Service and agree to comply with all of the applicable terms, conditions and provisions contained in this Service Agreement and your Service Package.

2. **Equipment and Installation.** Alpine agrees to furnish and install at your premises, located at \_\_\_\_\_ the System described in your selected Service Package. Alpine may enter into, upon and over your premises periodically during the term of this Service Agreement to install, connect, inspect, maintain, repair or alter its System and any related facilities or equipment. To the extent the same is consistent with your ownership of the premises, you hereby grant Alpine a temporary and permanent easement to construct, install, maintain, and/or replace the System and any related facilities and equipment at your premises. In the event you are not the owner of the premises where the System is to be installed, you hereby warrant that you have obtained the consent of the owner of the premises for all such activities and you hereby agree to indemnify and hold Alpine harmless from and against any claims of the owner arising out of the same. If approved by Alpine and subject to availability, you may lease certain equipment from Alpine at retail rates set by Alpine and otherwise under the terms and conditions of this Agreement. If you cancel Service or if Service is terminated by Alpine, then you must return any leased equipment to Alpine in the same condition that you received it, except for normal wear and tear. If after twenty (20) days from cancellation or termination of Service, all leased equipment has not been returned to Alpine, you may be charged for the full cost of the unreturned equipment.

3. **Minimum Service Term and Service Commitment.** Your Agreement will remain in effect for a minimum service term of [ ] months (the "**Minimum Term**"). After the Minimum Term has expired, you will receive Service on a month-to-month basis until Service is terminated by you or canceled by Alpine in accordance with your Agreement. Your Minimum Term begins the date the System is installed and Service is activated. **You may terminate your Agreement before the Minimum Term expires by calling us toll free at 1-800-635-1059 from any phone and paying an EARLY TERMINATION FEE of the lesser of: (a) \$[ ] or (b) an amount equal to the remaining payments due during the Minimum Term as liquidated damages, and not as a penalty.** The Early Termination Fee is cumulative and in addition to any other charges or fees you may owe Alpine and any fees or charges that Alpine may charge upon disconnection in accordance with this Agreement. The full amount of any such charge shall be billed by the Alpine within thirty (30) days of termination or cancellation of service and shall be paid by you within thirty (30) days of receipt of such bill.

4. **Monitoring Service.** Alpine will monitor your System twenty-four hours per day seven days per week. If a signal is received from the equipment Alpine shall seek to create two-way communications by telephone with the individuals designated on your personal information questionnaire. Monitoring and reasonable attempts to contact such individuals by telephone are Alpine's only obligations.

5. **Fees.** You agree to pay for all services and equipment provided, including charges for installation, equipment, and services and all applicable local, state or federal fees and taxes. All charges will be billed monthly. Payment is due upon your receipt of the monthly invoice. If you think your statement is incorrect or if you need more information about it, contact Alpine immediately. Alpine will try to resolve any complaints you have as promptly as possible. A customer account is in default if payment is not received by the due date stated on the invoice. If payment by check is returned unpaid, the customer account is immediately in default and subject to a returned check charge in the maximum amount permitted by law. Failure to pay invoices when due may result in late payment fees of up to 1.5% per month (18% per year) on the unpaid balance and/or other penalties, including suspension or disconnection of service. Accounts unpaid ten (10) days after the due date may have Service terminated. An additional installation charge and/or a minimum service term may be required to restore service. For more details, refer to your monthly bill or contact a customer service representative.

6. **Limited Equipment Warranty.** If any part of the System proves to be defective within one (1) year after such equipment is installed or provided, Alpine will either repair or replace the defective equipment. Replacement of defective equipment within one (1) year following installation constitutes Alpine's entire liability to you and your sole remedy under this Agreement as to the System, whether such claim or remedy is sought in contract or tort (including negligence, strict liability or otherwise). THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN THE PLACE OF ALL OTHER WARRANTIES, WHETHER

WRITTEN OR IMPLIED, IN FACT OR IN LAW. ALPINE DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. No Warranty of Service.** Alpine 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 which is intended, and you have not relied upon any such representation or warranty. ALPINE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF SERVICE FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, ALPINE DOES NOT WARRANT THAT SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR DEGRADATION OF QUALITY. STATEMENTS AND DESCRIPTIONS CONCERNING SERVICE OR THE SYSTEM, IF ANY, BY ALPINE'S EMPLOYEES, AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AND MAY NOT BE RELIED UPON AS A WARRANTY OF ANY KIND.

**8. Contact with Responders.** You acknowledge that Alpine is not a fire, ambulance or other emergency medical responder. In the event of an alarm you hereby authorize Alpine to seek to notify fire, law enforcement, ambulance and/or other emergency medical personnel (collectively, "**Responders**") and obtain assistance. You acknowledge consent for Responders contacted by Alpine to enter the premises, with force, if necessary. You hereby release Alpine from any and all liability whatsoever as a result of said forcible entry. You shall be obligated for and agree to pay any cost and expenses incurred by Alpine or any other person or entity in obtaining assistance from Responders, including but not limited to ambulance, physician, or other medical or emergency assistance, and any cost whatsoever incurred as a result of your Service.

**9. Release from Liability.** Alpine is not an insurer. Service and the System are not intended as a substitute for insurance, and you are encouraged to obtain and maintain in force adequate insurance coverage for the protection of persons and property. You understand and acknowledge (a) that Alpine is not an insurer; (b) that insurance, if any shall be obtained by you and be your sole responsibility and (c) that the monitoring fees and other amounts payable to Alpine hereunder are based upon the value of the services and the limited scope of liability assumed by Alpine herein, and are unrelated to the value of or scope and degree of risk to persons or property located on your premises. You hereby release, discharge, and agree to hold Alpine harmless from any claims, liabilities, damages, losses, or expenses, arising from or caused by any hazard covered by insurance whether said claim is made by you or by any other party claiming under or through you. In addition to other limitations on liability contained herein, Alpine shall not be liable for any delay or failure to provide Service at any time or from time to time, or any failure, interruption or degradation of Service quality that is caused by any of the following:

- an act or omission of an underlying carrier, service provider, vendor or other third party;
- equipment, network or facility failure;
- equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- equipment, network or facility shortage;
- equipment or facility relocation;
- service, equipment, network or facility failure caused by the loss of power;
- any act or omission by you; or
- any other cause that is beyond Alpine's control, including, without limitation, a failure of or defect in any hardware, software or equipment.

**In any event, Alpine's aggregate liability under this Agreement shall not exceed the service charges with respect to the affected Service for the applicable time period.**

**10. DISCLAIMER OF LIABILITY FOR CERTAIN DAMAGES.** IN NO EVENT SHALL ALPINE, ITS EMPLOYEES, AFFILIATES OR AGENTS HAVE ANY LIABILITY FOR: (1) ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ALPINE'S PROVISION OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICES TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICE, LABOR, MATERIALS, WORK OR EQUIPMENT FURNISHED TO YOU BY ALPINE ANY OTHER PARTY OR (2) ANY DELAY OR FAILURE TO BY ALPINE TO PERFORM ITS OBLIGATIONS, IF SUCH DELAY OR FAILURE ARISES IN CONNECTION WITH ANY ACTS OF NATURE, FIRES, EARTHQUAKES, FLOODS, STRIKES OR OTHER LABOR DISPUTES, UNUSUALLY SEVERE WEATHER, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND ALPINE'S REASONABLE CONTROL. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF

WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT ALPINE WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

**11. Indemnification.** In addition to the indemnification obligations contained in Section 9 above, you agree to indemnify and hold Alpine and its employees and agents harmless from all claims, demands and causes of action of every nature or kind, caused by, arising from or developing out of or as a result of any act or failure to act by Alpine in connection with the installation, connection, maintenance, operation, failure and removal of the System or the provision of Service, except as caused solely by the gross negligence or willful misconduct of Alpine. You expressly assume all risks associated with installation, connection, maintenance, operation, failure and removal of the System, and Alpine shall not be responsible or liable for any personal injury, loss of life, or property loss or damage except as otherwise expressly provided in this Agreement.

**12. Assignment and Third Party Monitoring.** It is specifically agreed that you shall not be permitted to assign this Service Agreement without prior written consent of Alpine and any assignment without such consent shall be deemed a breach of the Service Agreement. Alpine shall be permitted, in its sole discretion, to assign, subcontract, purchase or otherwise arrange for the monitoring services called for under this Service Agreement to be provided by a trusted third party.

**13. Credit Matters.** By signing below, you authorize Alpine to conduct an investigation into your credit-worthiness, including obtaining one or more reports or ratings from an independent credit reporting or credit scoring agency. In addition, Alpine may pursue collection for delinquent or unpaid amounts on your account and may report account delinquencies to credit reporting or credit scoring agencies.

**14. Survival.** The provisions of this Agreement that by their sense and context are intended to survive the discontinuance or termination of your Service shall survive such discontinuance or disconnection.

**15. No Third Party Beneficiaries.** No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

**16. Governing Law.** This Agreement and the relationship between you and Alpine shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law.

**17. No Waiver of Rights.** Alpine's failure to exercise or enforce any right under or provision of this Agreement shall not constitute a waiver of such right or provision.

**18. Entire Agreement.** This Agreement constitutes the entire agreement between you and Alpine and governs the use of the System and Service by you, members of your household, guests and employees. This Agreement supersedes any prior agreements between you and Alpine and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter.

**IMPORTANT: BY SIGNING BELOW, YOU AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THIS SERVICE AGREEMENT AND IN YOUR SELECTED SERVICE PACKAGE. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY ALPINE PRIOR TO INSTALLATION AND ALPINE WILL CANCEL YOUR SERVICE.**

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_