



**SUBSCRIBER PROFILE AND AGREEMENT
FOR LINEAR 2400A PERS SERVICES**
Dealer: TSI-NATIONAL PARTNERS INC.

For Internal Use Only PERS Monitoring Account No _____ Dealer Number NPI
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Instructions: Print in ink. Complete all spaces. Attach sheet for additional information if necessary.

1. SUBSCRIBER (System Install Location)

NAME _____
STREET ADDRESS _____
CITY _____ COUNTY _____ STATE _____ ZIP CODE _____
TELEPHONE _____ EMAIL _____
DATE OF BIRTH (Mo./Day/Yr.) / / Sex (Circle) M F

2. PURCHASER (Billing Party If Different Than Subscriber or Billing Address, if different)

NAME _____
STREET ADDRESS _____
CITY _____ COUNTY _____ STATE _____ ZIP CODE _____
TELEPHONE _____ EMAIL _____

Send all correspondence to: **SUBSCRIBER** or **PURCHASER (BILLING PARTY IF DIFFERENT THAN**

Subject to the terms and conditions of this Agreement (including, but not limited to, those set forth throughout this Agreement and those contained in any Subscriber Acceptance Agreement ("ACCEPTANCE AGREEMENT") between the SUBSCRIBER named in Section 1. ("SUBSCRIBER") and DEALER Security Services, Inc. ("DEALER"), DEALER will provide and perform the Service Plan designated and described below ("SERVICE(S)") at and for the corresponding SYSTEM INSTALLATION/ACTIVATION CHARGE and MONTHLY SERVICE CHARGE (collectively, "CHARGES") specified for such SERVICE(S):

SERVICE(S)		CHARGES	
System Installation/ Check One	Service Plan	Activation Charge	Monthly Service Charge
LINEAR PERS SERVICE	S & H	\$179.95	\$24.95

PERS Services Type: TWO-WAY VOICE
PERS Services Transmitter Type: WRISTBAND PENDANT FIXED

Additional Device(s)	\$	\$
TOTAL DEALER CHARGES	\$179.95	\$24.95
PLUS SHIPPING AND HANDLING		

PERS SERVICES : DEALER will (i) ship the PERS SERVICES SYSTEM for installation by the SUBSCRIBER at the SUBSCRIBER'S ADDRESS, (ii) repair, replace, and service the PERS SERVICES SYSTEM as provided in Section 2a of the of TERMS AND CONDITIONS, and (iii) provide ALARM MONITORING SERVICES described in Section 3a of the TERMS AND CONDITIONS. PERS SERVICES DO NOT include the QUIETCARE® SYSTEM, QUIETCARE REPAIRS, ALERT NOTIFICATION SERVICES, and OR QUIETCARE NOTIFICATION SERVICES.

3. Hidden Key Location

4. Directions/Cross Street

5. Emergency Contacts and/or Individuals Authorized to Receive and Access QuietCare Reports

<input type="checkbox"/> EMERGENCY PERS SERVICES CONTACT	<input type="checkbox"/> EMERGENCY QUIETCARE CONTACT	<input type="checkbox"/> QUIETCARE WEBSITE AUTHORIZED ACCESS	<input type="checkbox"/> ALL
NAME _____			
PRIMARY PHONE ()		ALTERNATE PHONE ()	
E-MAIL: _____		<input type="checkbox"/> HAVE KEY TO RESIDENCE	
<input type="checkbox"/> EMERGENCY PERS SERVICES CONTACT	<input type="checkbox"/> EMERGENCY QUIETCARE CONTACT	<input type="checkbox"/> QUIETCARE WEBSITE AUTHORIZED ACCESS	<input type="checkbox"/> ALL
NAME _____			
PRIMARY PHONE ()		ALTERNATE PHONE ()	
E-MAIL: _____		<input type="checkbox"/> HAVE KEY TO RESIDENCE	
<input type="checkbox"/> EMERGENCY PERS SERVICES CONTACT	<input type="checkbox"/> EMERGENCY QUIETCARE CONTACT	<input type="checkbox"/> QUIETCARE WEBSITE AUTHORIZED ACCESS	<input type="checkbox"/> ALL
NAME _____			
PRIMARY PHONE ()		ALTERNATE PHONE ()	
E-MAIL: _____		<input type="checkbox"/> HAVE KEY TO RESIDENCE	

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS: Initial: _____



5. Emergency Contacts and/or Individuals Authorized to Receive and Access QuietCare Reports

YOU authorize DEALER to contact the individuals/entities listed in priority order above ("EMERGENCY CONTACT(S)") if DEALER receives an ALARM from the PERS SERVICES SYSTEM installed at SUBSCRIBER'S ADDRESS (if you purchased QUIETCARE PLUS SERVICES or PERS SERVICES) or determines a potential bathroom fall may have occurred (if YOU purchased DEALER QUIETCARE(SM) SERVICES or DEALER QUIETCAREP PLUS SERVICES) and/or YOU authorize the individuals listed above ("AUTHORIZED INDIVIDUALS") to access and receive "QUIETCARE REPORTS" generated by the QUIETCARE SYSTEM ("ALERTS").

YOU also authorize DEALER to contact a RESPONDING AUTHORITY if DEALER is unable to contact an EMERGENCY CONTACT(S) following DEALER'S receipt of an ALARM PLUS SERVICE or determines a potential bathroom fall may have occurred and to disclose the location of a hidden key to the EMERGENCY CONTACT(S) or to a RESPONDING AUTHORITY for the purpose of gaining entry to Your home to provide emergency assistance.

6. Payment Terms

YOU agree to pay TSI or its agent the System Installation/Activation Charge indicated above under "CHARGES" ("SYSTEM INSTALLATION/ACTIVATION CHARGE") upon placement of the QUIETCARE SYSTEM and/or PERS SERVICES SYSTEM at the SUBSCRIBER'S ADDRESS (collectively and individually, "SYSTEM(S)"). Further, YOU agree to pay TSI the amount of the MONTHLY SERVICE CHARGE indicated above under "CHARGES" ("MONTHLY SERVICE CHARGE"), monthly in advance during and for each month of the term of this Agreement and any automatic renewals thereof (collectively, the "TERM"). IN ADDITION, IN THE EVENT YOU TERMINATE OR BREACH THIS AGREEMENT DURING THE INITIAL TERM OF THIS AGREEMENT, THE AGREED UPON DAMAGES SET FORTH IN SECTION 3 OF THE TERMS AND CONDITIONS, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE. YOU AGREE TO RETURN THE SYSTEM(S) WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT IN GOOD CONDITION OR TO PAY THE SUM OF \$300.00 FOR EACH SYSTEM(S) NOT SO RETURNED AS AGREED UPON LIQUIDATED DAMAGES AND NOT AS A PENALTY. YOU agree to be solely responsible for any and all taxes, fees, or charges, including sales/use tax, personal property tax, alarm license fees and false alarm assessments, levied or imposed by any government authority on any CHARGES and all telephone company charges related to the SERVICE(S) and SYSTEM(S) provided under this Agreement

PAYMENT OPTIONS

SYSTEM INSTALLATION CHARGE / ACTIVATION FEE(S)

Payment options: Credit Card, MasterCard, Visa, American Express, Discover. Includes fields for Credit Card Number and Expiration Date (MM/YYYY).

Name as it appears on your credit card

YOU authorize TSI to charge Your credit card in the amount of the Total SYSTEM INSTALLATION/ ACTIVATION CHARGES along with monthly service charges and appropriate sales taxes (where applicable)

Signature (Required)

CREDIT CARD PAYMENT OPTIONS:

Payment frequency options: Bill You, Monthly, Quarterly, Annually.

Credit Card options: MasterCard, Visa, Discover, American Express.

Credit Card Number, Expiration Date (MM/YYYY), CID Number:

Name as it appears on your credit card

YOU authorize DEALER to charge Your credit card in the amount of the Total MONTHLY SERVICE CHARGES along with appropriate sales taxes (where applicable).

Signature (Required)

THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND ANY ACCEPTANCE AGREEMENT ARE INCORPORATED HEREIN, AND BY REFERENCE, MADE A PART HEREOF. SUBSCRIBER AND/OR PURCHASER ACKNOWLEDGE HAVING READ AND UNDERSTOOD ALL OF SUCH TERMS AND CONDITIONS (PARTICULARLY SECTIONS 3 AND 4 OF THE TERMS AND CONDITIONS THAT SET FORTH DEALER'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR ANYONE ELSE), AND RECEIPT OF A COPY OF THIS AGREEMENT. YOU AGREE TO BE BOUND BY THE TERMS OF ANY ACCEPTANCE AGREEMENT AND THE ACCEPTANCE OF THE SYSTEM(S) AND SERVICE(S) UNDER ANY ACCEPTANCE AGREEMENT. REFERENCES TO DEALER INCLUDE DEALER'S AUTHORIZED AGENTS AND LIVING INDEPENDENTLY GROUP, INC. ("LI"). YOU ARE AWARE THAT: NO ALARM MONITORING SYSTEM OR ALERT SYSTEM CAN GUARANTEE PREVENTION OF LOSS, DEATH, OR INJURY; HUMAN ERROR IS ALWAYS POSSIBLE; ALARM SIGNALS AND ALERTS MAY NOT BE RECEIVED IF THE TELEPHONE LINE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE OUT OF SERVICE, OR WHEN A TELEPHONE IN YOUR HOUSEHOLD (OTHER THAN PERS SERVICES® WHEN A TELEPHONE IS PROPERLY PLUGGED INTO THE PERS SERVICES BASE STATION) IS IN USE OR IS OTHERWISE OFF THE HOOK, OR WHEN A COMPUTER MODEM, FAX MACHINE OR OTHER TELEPHONE DIALING DEVICE IN YOUR HOUSEHOLD IS IN USE.

7. Please Sign Below subject to the terms and conditions of this agreement and any ACCEPTANCE AGREEMENT.

RIGHT TO CANCEL

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

SUBSCRIBER Signature, BILLING PARTY Signature, Date

THIS AGREEMENT SHALL NOT BE BINDING UPON DEALER UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF DEALER. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF DEALER SHALL BE TO REFUND TO SUBSCRIBER ANY AMOUNT THAT HAS BEEN PAID TO DEALER BY SUBSCRIBER UPON SIGNING THIS AGREEMENT.

DEALER: National Partners Inc. Date, Rep ID

DEALER Approval Date

Authorized Representative Signature (Manager)

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS: Initial: _____

Terms and Conditions

This Agreement is between the SUBSCRIBER and PURCHASER (in each case, individually and collectively, "SUBSCRIBER" or "PURCHASER" or "YOU" or "Your" and DEALER ("AN" or "we" or "our" or "us"). The purpose of this Agreement is to provide YOU with (i) a medical alert system (the "PERS SERVICES SYSTEM") and/or (ii) a system designed to monitor the SUBSCRIBER'S activities of daily living (the "QUIETCARE SYSTEM"). YOU agree to pay the CHARGES for the SYSTEM(S) and SERVICE(S) in the manner and amounts specified in this Agreement. This Agreement explains Your duties and responsibilities to DEALER and DEALER'S duties and responsibilities to YOU in providing the SYSTEM(S) and performing the SERVICE(S), including, but not limited to, ALARM MONITORING SERVICES and ALERT NOTIFICATION SERVICES.

"ALARM MONITORING SERVICES" refer to (and only include) DEALERS receipt of and response to ALARMS received by DEALER from the PERS SERVICES SYSTEM placed at the SUBSCRIBER'S ADDRESS as further described in Section 3a below, and "ALERT NOTIFICATION SERVICES" refer to ALERTS made available to the AUTHORIZED INDIVIDUALS through the QUIETCARE® web site, email ALERTS or text messaging (if activated by the designated AUTHORIZED INDIVIDUALS through the QUIETCARE web site) as a result of our customer monitoring center's receipt of information from the QUIETCARE SYSTEM installed at the SUBSCRIBER'S ADDRESS indicating that a potential bathroom fall may have occurred as further described in Section 3a below.

1. THE PERS SERVICES SYSTEM IS INTENDED TO BE TESTED MONTHLY BY YOU.

YOU agree to read and follow all of the instructions in the PERS Services User's Guide/Owner's Manual which is a part of this Agreement. If there are any inconsistencies between this Agreement and the PERS Services User's Guide/Owner's Manual, this Agreement will control. The PERS SERVICES SYSTEM consists of components that are subject to aging and could possibly fail at any time. YOU agree to and must test Your PERS SERVICES SYSTEM monthly and maintain it as described in the PERS Services User's Guide/Owner's Manual. YOU also agree to and must be sure to have it immediately repaired or replaced when it fails to test properly. YOU acknowledge that Your failure to read and follow The provisions of this Section 1 or the PERS Services User's Guide/ Owner's Manual, or Your failure to test the PERS SERVICES SYSTEM monthly, may result in a failure of the PERS SERVICES SYSTEM and bodily injury, death, and/or property damage. THE PERS SERVICES SYSTEM MUST BE LOCATED AND USED AT THE SUBSCRIBER'S ADDRESS, AND MUST NOT BE MOVED TO ANOTHER ADDRESS WITHOUT NOTIFYING US IN WRITING AT LEAST THIRTY (30) DAYS IN ADVANCE. THERE IS UP TO A \$35.00 RELOCATION CHARGE FOR A RELOCATION THAT REQUIRES DEALER TO CHANGE YOUR EMERGENCY CONTACT INFORMATION.

The QUIETCARE SYSTEM uses proprietary sensors and communications equipment that are designed to generate and periodically (approximately every 2 hours) transmit information regarding the SUBSCRIBER'S activities of daily living to computers that (i) analyze that information, and (ii) generate QUIETCARE REPORTS regarding that information and the analysis thereof that can be viewed via an Internet connection by AUTHORIZED INDIVIDUALS, and (iii) deliver ALERTS to the EMERGENCY CONTACT(S). YOU agree to read and follow all of the instructions in the QuietCare User's Guide, which is a part of this Agreement. If there are any inconsistencies between the QuietCare User's Guide and this Agreement, this Agreement will control.

YOU hereby agree to (a) allow DEALER representatives access to the SUBSCRIBER'S ADDRESS to install and maintain the SYSTEM(S) (b) provide and be responsible for suitable electrical and telephone service for installation and operation of the SYSTEM(S), (c) replace the batteries (supplied by DEALER) in the SYSTEM(S), as needed, and (d) provide and maintain all computers, telecommunications equipment and connectivity, and software necessary for YOU or AUTHORIZED INDIVIDUALS to access and view QUIETCARE REPORTS over the Internet.

2. REPAIR POLICY; DISCLAIMER OF WARRANTIES; TITLE TO SYSTEM(S).

a. Repair Obligations; DEALER, at its own expense, shall, during the TERM provide any repairs, component parts and labor to the PERS SERVICES SYSTEM made necessary as a result of ordinary wear and tear to, or defective materials contained within the PERS SERVICES SYSTEM. All other repairs or replacements of the PERS SERVICES SYSTEM, including, but not limited to, (i) any repairs or replacements of or to the SYSTEM(S) made necessary as a result of abuse or misuse of such SYSTEM(S), or use by unauthorized persons, or (ii) if for any other reason DEALER determines that any SYSTEM(S) is not operating properly as a result of causes other than ordinary wear and tear or defective materials, shall be made by DEALER at Your cost and expense and shall be billed to YOU at DEALER'S then-prevailing retail rates in addition to all other CHARGES hereunder. DEALER, at its own expense, shall, for the first ninety (90) days of service, provide any repairs, component parts and labor to the QUIETCARE SYSTEM made necessary as a result of ordinary wear and tear to, or defective materials contained within the QUIETCARE SYSTEM. All other repairs or replacements of the QUIETCARE SYSTEM, including, but not limited to, (i) any repairs or replacements of or to the SYSTEM(S) made necessary as a result of abuse or misuse of such SYSTEM(S), or use by unauthorized persons, or (ii) if for any other reason DEALER determines that any SYSTEM(S) is not operating properly as a result of causes other than ordinary wear and tear or defective materials or (iii) any repairs following the first ninety (90) days of service, shall be made by DEALER at Your cost and expense and shall be billed to YOU at DEALER'S then prevailing retail rates in addition to all other CHARGES hereunder.

b. Disclaimers of Warranties: YOU acknowledge and agree that DEALER has made no representations or warranties, nor have YOU relied on any representations or warranties, express or implied, except as specifically set forth in this Agreement. YOU also acknowledge that YOU have read and understood this Agreement, particularly Section 4, which sets forth DEALER'S maximum liability in the event of any loss, damage, injury, or death to YOU or anyone else. FURTHER, THERE IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to YOU. The warranties contained in the Agreement give YOU specific legal rights and YOU may also have other rights that vary from state to state. No increase or alteration, written or verbal, to any of the warranties contained in this Agreement is authorized.

c. Title To System: YOU agree that any SYSTEM(S) provided by DEALER under this agreement shall at all times remain the sole property of DEALER. YOU will not damage, tamper with, encumber or dispose of any SYSTEM(S) or permit any SYSTEM(S) to be damaged, encumbered, disposed of, taken from the SUBSCRIBER'S ADDRESS, tampered with or repaired by anyone other than authorized agents of DEALER. In the event of loss or damage to any SYSTEM or any part thereof, YOU agree to pay DEALER the reasonable value thereof or the cost of repairs, as determined by DEALER. At the expiration of the Agreement, or in the event of a default in performance by YOU, YOU agree to return each SYSTEM to DEALER within thirty (30) days or be liable to pay DEALER the sum of \$300.00 for each SYSTEM(S) not so returned as agreed upon liquidated damages and not as a penalty. Return of the SYSTEM(S) will not affect Company's legal right to collect any and all sums due under this Agreement, including, but not limited to, any CHARGES. YOU will return each SYSTEM(S) to DEALER in good condition, reasonable wear and tear excepted.

3. ALARM MONITORING SERVICES and ALERT NOTIFICATION SERVICES, CHARGES AND PERMITS.

a. DEALER will perform and provide the following ALARM MONITORING SERVICES and ALERT NOTIFICATION SERVICES, depending on the type of Service Plan that YOU purchased as indicated in this Agreement. If YOU have purchased PERS SERVICES as designated in this Agreement and an alarm signal from the PERS SERVICES SYSTEM actually registers at our monitoring center (each, an "ALARM"), then we may telephone SUBSCRIBER'S telephone number listed above (the "TELEPHONE NUMBER") or use Two Way Voice to verify that the ALARM is not false. If we fail to reach anyone at the TELEPHONE NUMBER or if we fail to receive information indicating that the ALARM is in fact false, we shall endeavor to notify the responding authority and/or other EMERGENCY CONTACT(S). In this respect, YOU understand, acknowledge and agree, in subscribing to or utilizing the ALARM MONITORING SERVICES that the very nature of medical emergency notification services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which we should not under any circumstances be held responsible or liable. If an alert indicating a potential bathroom fall may have occurred actually registers at our monitoring center from a QUIETCARE SYSTEM ("ALERT") and YOU have purchased QUIETCARE or QUIETCARE PLUS SERVICES as designated in this Agreement, then we may telephone the TELEPHONE NUMBER to determine if the ALERT indicates a condition in which YOU need some kind of assistance. If we fail to reach anyone at the TELEPHONE NUMBER or if we fail to receive information indicating that YOU do not need assistance, we shall endeavor to notify the EMERGENCY CONTACT(S) and AUTHORIZED INDIVIDUALS and dispatch EMS. In this respect, YOU understand, acknowledge and agree, in subscribing to or utilizing the ALERT NOTIFICATION SERVICES provided with or as part of the DEALER QUIETCARE SYSTEM that the very nature of medical emergency notification services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which we should not under any circumstances be held responsible or liable. YOU further acknowledge and agree that (A) we will endeavor to respond to only ALERTS that we actually receive at our monitoring center as part of QUIETCARE SERVICES or QUIETCARE PLUS SERVICES, and (B) we will have absolutely no obligation to receive, monitor, provide notification of, verify, or otherwise respond to: (1) any ALERT unless YOU purchased QUIETCARE SERVICES or QUIETCARE PLUS SERVICES, or (2) any ALERT from the QUIETCARE SYSTEM other than a potential bathroom fall ALERT. Neither QUIETCARE SERVICES nor QUIETCARE PLUS SERVICES include our receipt, response to, or notification, verification, or monitoring of any alert other than those pertaining specifically to a potential bathroom fall from the QUIETCARE SYSTEM. Furthermore, PERS SERVICES without QUIETCARE SERVICES DO NOT include our performance of ALERT NOTIFICATION SERVICES. YOU further understand, acknowledge and agree that the SYSTEM(S) furnished as part of this Agreement are not foolproof and may experience signal transmission failure or delays for any number of reasons, whether or not our fault or under our control. YOU also understand, acknowledge and agree that the actual time required for medical emergency providers to arrive at the SUBSCRIBER'S ADDRESS and/or to transport any person requiring medical attention is unpredictable and many contributing factors, including, but not limited to, such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with DEALER, may affect medical emergency response. Accordingly YOU expressly represent, warrant and agree that our performance of, delay in performance of or failure to perform any SERVICE(S), including, but not limited to, any ALARM MONITORING SERVICES OR ALERT NOTIFICATION SERVICES under the Agreement, and all of the transactions, occurrences, consequences, and rights and obligations of the parties relating directly or indirectly to any SERVICE(S), including, but not limited to, ALARM MONITORING SERVICES or ALERT NOTIFICATION SERVICES, shall in all events be subject to and controlled by this Agreement and any ACCEPTANCE AGREEMENT, including, but not limited to, THE WARRANTY DISCLAIMER, LIMITATIONS AND EXCLUSIONS, NO LIABILITY, LIMITATION OF LIABILITY, RELEASE, THIRD PARTY INDEMNITY, AND OTHER TERMS, LIMITATIONS, RESTRICTIONS, AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ANY ACCEPTANCE AGREEMENT. YOU AGREE THAT WE SHALL HAVE NO LIABILITY PERTAINING TO ANY TWO WAY VOICE COMMUNICATIONS. YOU UNDERSTAND THAT THE PERS SERVICES SYSTEM AND QUIETCARE SYSTEM BOTH USE STANDARD TELEPHONE LINES FOR SENDING ALARMS AND ALERTS, AND THAT THE MONITORING PARTY WILL NOT RECEIVE AN ALARM SIGNAL OR ALERT: (A) WHEN THE TELEPHONE LINE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE OUT OF SERVICE, OR (B) WHEN A TELEPHONE IN YOUR HOUSEHOLD (OTHER THAN UNDER PERS SERVICES WHEN A TELEPHONE IS PROPERLY PLUGGED INTO THE PERS SERVICE ACCESSORY BASE STATION IS IN USE OR IS OTHERWISE OFF THE HOOK, OR (C) WHEN A COMPUTER MODEM, FAX MACHINE OR OTHER TELEPHONE DIALING DEVICE IN YOUR HOUSEHOLD IS IN USE, OR (D) WHEN THERE IS AN EXTENDED POWER OUTAGE.

THE ALARM MONITORING SERVICES OR ALERT NOTIFICATION SERVICES PROVIDED UNDER THIS AGREEMENT WILL COMMENCE AFTER THE PERS SERVICES® SYSTEM OR QUIETCARE SYSTEM HAS BEEN PROPERLY PLACED AND INSTALLED BY YOU OR DEALER, AS THE CASE MAY BE, AT THE SUBSCRIBERS ADDRESS AND IS OPERATIONAL, AND AFTER THE NECESSARY COMMUNICATIONS ENROLLMENT PROCESS IS COMPLETED FOR CONNECTION TO THE MONITORING CENTER, AND, WITH RESPECT TO THE QUIETCARE SERVICES, ANY OTHER NECESSARY TELECOMMUNICATION LINKS IN THE QUIETCARE SYSTEM, IF YOU WANT YOUR PERS SERVICES® SYSTEM TO SEND AN ALARM SIGNAL EVEN WHEN A TELEPHONE IN YOUR HOUSEHOLD (OTHER THAN A TELEPHONE PROPERLY PLUGGED INTO THE PERS SERVICES® BASE STATION) IS IN USE OR IS OTHERWISE OFF THE HOOK, AND EVEN WHEN A COMPUTER MODEM, FAX MACHINE OR OTHER TELEPHONE DIALING DEVICE IN YOUR HOUSEHOLD IS IN USE, THEN YOU SHOULD CONTACT YOUR LOCAL TELEPHONE COMPANY AND ASK THEM TO PLACE A SPECIAL TELEPHONE JACK (RJ-31X) THAT WILL ALLOW THE PERS SERVICES® SYSTEM TO TAKE CONTROL OF OR "SEIZE" YOUR TELEPHONE LINE. BOTH THE PERS SERVICES® SYSTEM AND THE QUIETCARE SYSTEM ARE DESIGNED TO OPERATE AND SEND ALARM MONITORING SIGNALS AND ALERT NOTIFICATION SIGNALS OVER TRADITIONAL TELEPHONE COMPANY PROVIDED PHONE LINES. ALTERNATIVE TECHNOLOGIES MAY DECREASE EFFECTIVE DELIVERY OF THOSE SIGNALS AND MAY DELIVER LESS THAN DESIRABLE PERFORMANCE. YOU ASSUME ANY RISK OF USING ALTERNATIVE TECHNOLOGIES.

b. We will provide ALARM MONITORING SERVICES OR ALERT NOTIFICATION SERVICES as described in this Agreement, and YOU agree to pay us a MONTHLY SERVICE CHARGE (plus any applicable sales or other tax), for an initial term of one (1) year. At the end of the initial one (1) year term, this Agreement will automatically renew for successive thirty (30) day periods unless terminated by either party's written notice at least thirty (30) days before the end of the then current term. If terminated, this Agreement ends on the last day of the then current term. The MONTHLY SERVICE CHARGES are payable monthly in advance and will be automatically charged to Your credit card authorized by YOU as indicated on the front side of this Agreement or paid by YOU directly to DEALER. YOU AGREE THAT THE MONTHLY SERVICE CHARGES DUE UNDER THIS AGREEMENT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND TO PAY FOR THE SERVICE(S) AS DESCRIBED IN THIS AGREEMENT FOR A MINIMUM OF ONE (1) YEAR. ACCORDINGLY, YOU AGREE THAT: IF YOU TERMINATE OR BREACH THIS AGREEMENT DURING THE INITIAL ONE (1) YEAR TERM, YOU WILL PAY US \$300.00 AS AGREED UPON LIQUIDATED DAMAGES AND NOT AS A PENALTY. DEALER MAY WAIVE THIS CHARGE IF LIFE CHANGING CIRCUMSTANCES MAKE IT IMPRACTICAL FOR YOU TO CONTINUE WITH THIS AGREEMENT such as Your admittance to an assisted living facility or a nursing home, provided the SYSTEM(S) are returned to DEALER as described in this Agreement. We have the right to increase the MONTHLY SERVICE CHARGE at any time after the first twelve (12) months. If YOU give us a written objection to the increase within thirty (30) days of Your receipt of notice of the increase, and if we do not waive the increase, then YOU may terminate this Agreement effective thirty (30) days after our receipt of Your written notice of termination. YOU agree to pay: all false alarm assessments, taxes, permit or other fees or charges of any police department or other governmental body; all telephone company charges for area code, telephone numbering or other changes; and our charge to reprogram any SYSTEM if necessary to comply with any area code, telephone numbering or other changes.

c. If YOU are paying by credit card and the credit card authorization indicated in the Payment Options section of this Agreement is canceled for any reason, and if YOU fail to provide us with a replacement credit card within three (3) days after any such cancellation, then YOU will be in breach of this Agreement and will have to pay us an additional \$25.00 administrative fee. All delinquent amounts may be assessed (i) a late fee of \$25.00 for each month that a payment is not received, and (ii) interest on all outstanding amounts equal to eighteen percent (18%) per annum or the highest rate permitted by applicable law, whichever is less.

d. YOU acknowledge that we may, upon ten (10) days written notice to YOU, cancel this Agreement and stop providing the ALARM MONITORING SERVICES AND/OR ALERT NOTIFICATION SERVICES on any SYSTEM(S) if: (A) YOU are paying by credit card and the credit card authorization previously indicated is canceled for any reason and YOU fail to provide us with a replacement credit card within three (3) days after any such cancellation; (B) YOU otherwise fail to pay any CHARGES or other monies due under this Agreement or any ACCEPTANCE AGREEMENT by its due date; (C) YOU fail to comply with any other term or condition of this Agreement; or (D) YOU fail to maintain SUBSCRIBER'S ADDRESS in a safe condition. Additionally, we may, at any time, cancel this Agreement if: (i) our customer monitoring center is destroyed or damaged so that it is impractical for us to continue any SERVICE(S), or we otherwise lose the ability to provide any SERVICE(S); (ii) YOU fail to follow our recommendations to repair or replace any defective parts of the PERS SERVICES SYSTEM or the QUIETCARE SYSTEM; (iii) YOU fail to follow the User's Guide/Owner's Manual for the PERS SERVICES SYSTEM or the QUIETCARE SYSTEM; or (iv) if YOU misuse any SYSTEM(S) or SERVICE(S) by constantly sending non-emergency signals for any reason. If we cancel for any of the reasons stated in this Agreement, we will not be liable for damages or subject to penalty as a result of such termination. We do not waive our right to any other legal remedy, including, but not limited to, our right to charge YOU interest at the highest legal rate on the unpaid amount.

4. NO LIABILITY; LIMITED LIABILITY.

a. WE ARE NOT AN INSURER. YOU AGREE THAT YOU WILL OBTAIN FROM AN INSURER ANY INSURANCE YOU DESIRE. THE AMOUNT OF THE CHARGES IS BASED UPON THE SERVICE(S) WE PERFORM AND THE LIMITED LIABILITY WE ASSUME UNDER THIS AGREEMENT. IN THE EVENT OF ANY LOSS OR INJURY TO ANY PERSON OR PROPERTY, YOU AGREE TO LOOK EXCLUSIVELY TO YOUR INSURER TO RECOVER DAMAGES. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR LOSS OR INJURY TO ANY OTHER PERSON.

b. IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM OUR FAILURE TO PERFORM DUTIES UNDER THIS AGREEMENT OR FROM THE FAILURE OF ANY SYSTEM(S) OR SERVICE(S) IN ANY OTHER REGARD. YOU AGREE THAT WE AND OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AND PARENT COMPANIES ARE EXEMPT FROM LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM THE SERVICE(S) WE PERFORM OR FAIL TO PERFORM OR ANY SYSTEM(S) WE PROVIDE UNDER THIS AGREEMENT. IF IT IS DETERMINED THAT WE OR ANY OF OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OR PARENT COMPANIES ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE, INJURY, OR OTHER CONSEQUENCE, YOU AGREE THAT DAMAGES SHALL BE LIMITED TO THE GREATER OF \$250 OR 10% OF THE MONTHLY SERVICE CHARGE YOU PAY UNDER THIS AGREEMENT. THESE AGREED UPON DAMAGES ARE NOT A PENALTY. THEY ARE YOUR SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY, OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS AGREEMENT, STRICT LIABILITY, FAILURE TO COMPLY WITH THE REQUIREMENTS OF ANY LAWS THAT MAY APPLY TO US OR TO YOU OR YOUR HOUSEHOLD, OR OTHER FAULT. AT YOUR REQUEST, WE MAY ASSUME ADDITIONAL LIABILITY BY ATTACHING AN AMENDMENT TO THIS AGREEMENT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WE ARE NOT AN INSURER EVEN IF WE ENTER INTO ANY SUCH AN AMENDMENT.

c. YOUR EXCLUSIVE DAMAGE AND LIABILITY REMEDIES ARE SET FORTH IN SECTION 4b ABOVE. YOU AGREE THAT WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED BY ANY OTHER PARTY AGAINST US OR OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OR PARENT COMPANIES ARISING OUT OF THE SERVICE(S) WE PERFORM OR FAIL TO PERFORM OR ANY SYSTEM(S) WE PROVIDE UNDER THIS AGREEMENT, YOU AGREE TO BE SOLELY RESPONSIBLE FOR, AND TO DEFEND AND HOLD US COMPLETELY HARMLESS FROM, SUCH LAWSUIT OR OTHER CLAIM, INCLUDING, BUT NOT LIMITED TO, YOUR PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES THAT WE INCUR. THESE OBLIGATIONS WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. THESE OBLIGATIONS WILL APPLY EVEN IF SUCH LAWSUIT OR OTHER CLAIM ARISES OUT OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS AGREEMENT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT

d. IF YOU PURCHASED OUR SERVICE(S) OR SYSTEM(S) THROUGH ANOTHER BUSINESS, SUPPLIER OR CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, LI), OR FROM US THROUGH A REFERRAL FROM ANOTHER BUSINESS, SUPPLIER, CONTRACTOR, OR PERSON, YOU AGREE THAT SUCH OTHER BUSINESS, SUPPLIER, CONTRACTOR, OR PERSON ACTS SOLELY AS AN INDEPENDENT CONTRACTOR. SUCH BUSINESS OR PERSON SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU FOR THE PERFORMANCE OR NON PERFORMANCE OF THE SYSTEM(S) OR SERVICE(S) WE PROVIDE UNDER THE AGREEMENT, WITHOUT LIMITING THE ABOVE, YOU AGREE THAT THE LIABILITY OF SUCH OTHER BUSINESS OR PERSON IS, IN ANY EVENT, LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, SECTIONS 3 AND 4 OR THE TERMS AND CONDITIONS. YOU AGREE THAT SUCH BUSINESS OR PERSON AND ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES AND PARENT COMPANIES MAY INVOKE ALL OF OUR RIGHTS UNDER THESE SECTIONS.

e. YOU AGREE TO FILE ANY LAWSUIT OR OTHER ACTION YOU MAY HAVE AGAINST US OR OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE LOSS, DAMAGE OR LIABILITY.

f. YOU AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON FOR YOUR/OUR DELAYS IN THE DELIVERY OR REPAIR OF ANY SYSTEM(S) OR THE PERFORMANCE OF ANY SERVICE(S), REGARDLESS OF THE REASON, OR FOR ANY RESULTING CONSEQUENCES, YOU ALSO AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF ANY SERVICE(S), OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, ACT OF GOD, OR ANY OTHER CAUSE BEYOND OUR CONTROL. DURING ANY SUCH SERVICE(S) INTERRUPTION, WE HAVE NO OBLIGATION TO SUPPLY YOU SUBSTITUTE SERVICES.

5. MISCELLANEOUS. YOU MAY NOT ASSIGN THIS AGREEMENT WITHOUT OUR WRITTEN CONSENT. WE HAVE THE RIGHT TO SUBCONTRACT ANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT NOTIFYING YOU, AND WE HAVE THE RIGHT TO ASSIGN THIS AGREEMENT TO ANY OTHER PARTY WITHOUT NOTIFYING YOU.

6. THIS AGREEMENT, TOGETHER WITH ANY ACCEPTANCE AGREEMENT, CONSTITUTES OUR ENTIRE AND FINAL AGREEMENT. BY SIGNING IT YOU AGREE THAT YOU ARE NOT RELYING ON OUR ADVICE OR ADVERTISEMENTS. YOU AGREE THAT YOU AND WE ARE NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT, OR WARRANTY, EXPRESS OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, UNLESS A CHANGE IS APPROVED IN WRITING BY OUR AUTHORIZED REPRESENTATIVE. THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ACCEPTANCE AGREEMENT SHALL GOVERN EVEN IF YOU SUBMITTED ANY OTHER DOCUMENT WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS.

7. DEALER LICENSE INFORMATION: _____