

**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 of \$ 34.99 per month 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.

4. (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 Subscribers 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 (Internet 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 _____

5. (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 whatsoever 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 INITIALING, 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 they 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 of 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 10b 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 10b. 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. UCONTROL, THE PROVIDER OF THE 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 assign, subcontract, purchase or otherwise arrange for alarm equipment, monitoring services or other services called for under this Agreement to be provided by a third party, including but not limited to Monitoring services being provided by Monitor Company. Subscriber agrees and acknowledges that such third-party provider or providers of alarm equipment, monitoring services or other services are not insurers. Subscriber also 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 such third parties, 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.**

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 the Converge 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: _____

CONWAY CORPORATION ALARM MONITORING SERVICE AGREEMENT

Exhibit A

EQUIPMENT LIST

	Qty. _____ \$	Indoor Camera \$169 each		Qty. _____ \$	Carbon Monoxide Detector \$89 each
	Qty. _____ \$	Outdoor Camera \$195 each		Qty. _____ \$	Lamp Module \$72 each
	Qty. _____ \$	Thermostat \$147 each		Qty. _____ \$	Wireless Key Fob \$36 each
	Qty. _____ \$	Door & Window Sensor \$30 each		Qty. _____ \$	Siren Repeater \$104 each
	Qty. _____ \$	Smoke Detector \$70 each		Qty. _____ \$	Wi-fi Repeater \$54 each
	Qty. _____ \$	Motion Detector \$38 each	Qty. _____ \$ _____ Qty. _____ \$ _____	Docsis 3.0 Modem \$57 each Power/Surge Protector Strip \$15.50 each	

Total: \$ _____

All-in-one touch screen and security control panel, one key fob, two door/window sensors and one motion detector included with service. All prices are subject to change. Prices do not include taxes and fees.

License Number: AR 0002272

Exhibit B

3 DAY NOTICE OF CANCELLATION

CONWAY CORPORATION ALARM MONITORING SERVICE AGREEMENT END USER AGREEMENT

This Notice of Cancellation rights is given to Subscriber ("you") in regards to your entering into the Conway Corporation Alarm Service Monitoring Agreement End User Agreement with Conway Corporation ("Company") Arkansas License Number 0002272. You are entitled to cancel the Agreement or offer referred to above at any time prior to midnight of the third day, excluding Sundays and holidays, after the day you signed the Agreement or offer. In the event you cancel, the Company must return to you (1) any payments made; (2) any goods or other property (or a sum equal to the amount of the trade-in allowance given therefor); and (3) any note or other evidence of indebtedness, given by you to the Company pursuant to or in connection with the Agreement or offer. After cancellation, the Company is entitled to receive back from you all Equipment provided as per 2 above and all Equipment leased as pursuant to the Agreement which shall be delivered by you to Company as per the terms of the Agreement or is entitled to damages for the failure to return the leased Equipment as per the Agreement.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:

Conway Corporation
Home Security Cancellation
1307 Prairie St.
Conway, AR 72034

NOT LATER THAN MIDNIGHT OF _____ I HEREBY CANCEL THIS TRANSACTION

Date: _____

Customer Signature: _____

Cancellation pursuant to this notice occurs when you return this Notice of Cancellation to Company. To further protect the customer, it is suggested that the notice of cancellation be sent by registered mail if not delivered in person.

ALARM SERVICES ARE REGULATED BY:

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