PROTECTIVE SERVICE **AGREEMENT**

(Residential Premises)

BRINK'S HOME SECURITY, INC.

885 Franklin Road, Suite 305 & 310 Marietta, Georgia 30067 (770) 850-0019

500 Pinnacle Court, Suite 500 Norcross, GA 30071 (770) 263-4369

3800 Camp Creek Pkwy. Suite 130, Building 1400 Atlanta, Georgia 30331 (404) 344-4258

GA License #LVU405673 -

	10/16/293		
This Agreement is made between Brink's Home Security, Inc. ("Brink's") whose address is shown above, and CMC! S FFR. 6 ~ Your Name(s) (Please Print) Billing address if different from installation address:			
		Street & Number City Co	9m E ounty State Zip Code
			ounty State Zip Code
By signing this Agreement you agree to be bound by all of its provisions, just as Br. YEAR TERM AND BETWAY TERMS; 5(a) - Brink's OWNERSHIP OF THE PROT OF LIABILITY Tookgovgus' initials. You acknowledge that you are the owner of the installation address listed in the installation address list	hombwage hitials		
Section 1, SERVICE:	(d) Financial Disclosure: The total amount of all recurring fees (described in Section		
(a) Brink's will provide you with the service (the "Service") covered by this Protective Service Agreement. (b) Your instaltation Work Order lists items of standard protective equipment ("Standard Protective Equipment") that Brink's is furnishing to you under this Agreement. If you have agreed to have Brink's install additional Protective Equipment ("Additional Protective Equipment"), it is also listed in the installation Work Order. As used in this Agreement, the term "Protective Equipment" means the Standard Protective Equipment and the Additional Protective Equipment is subject to all the terms and conditions of your entire agreement (please see Section 12(a) for a list of what constitutes your entire agreement). As part of the Service, Brink's or one of its authorized contractors will install and make operational the Protective Equipment at the address listed in the Installation Work Order. When Brink's deceives a signal indicating activation of the Protective Equipment (excluding CCTV products) at your installation address, Brink's will observe the procedures described in your Customer Emergency information Schedule. Section 2. FEES: (a) You agree to pay Brink's the connection fee shown in the Installation Work Order for the Protective Equipment. (b) During the treas year term of this Agreement, you will pay Brink's the following your agree to pay this additional monthly fee for monitoring of (list equipment).	2(b)) that you will pay during the initial term of this Agreement is S. (e) You will pay any and all applicable sales, use, service, property or other taxes in connection with Service, including the installation and monitoring of the Protective Equipment. Section 3. INITIAL THREE-YEAR TERM AND RENEWAL TERMS: (a) You will take and pay for the Service during an initial term of three years commencing from the date Brink's makes the Protective Equipment operational (This obligation continues whether or not you remain the occupant of the installation address.) Therafetr, this Agreement will automatically continue for successive one-year renewal terms unless you or Brink's give writter notice of cancellation to the other at least 30 days before the Initial or renewal term ends. In the following states, the renewal period is one month rather than one year AR, CT, IL, NY, UT, and WY. (b) If the renewal tee is more than the initial or renewal fee you have been paying Brink's will notify you of the new renewal fee states 45 days before the initial or renewal feer mends. If your renewal fee reliects any increase over whatever tee you were most rocardly paying, you have the right to terminate this Agreement as provided in Section 3(a) above. (c) By notice to you, Brink's may terminate this Agreement if Brink's determines that the Protective Equipment is generating excessive lates alarms. Section 4. CUSTOMER EMERGENCY INFORMATION SCHEDULE: (a) You are furnishing to Brink's and you will keep current a Customer Emergency Information Schedule on his form you have received from Brink's. If you wish to make a change in your Customer Emergency Information Schedule on his form you have received from Brink's. If you wish to make a change in your Customer Emergency Information Schedule on Brink's may terminate the Renewal Schedule on the form of and brink's your will keep current a Customer Emergency Information Schedule unished to Brink's HOU PURCEASE BRINK'S FROM ANY BLOED SCHOLLY IN THE SERVICE PURCEASE BRINK'S FROM ANY BLOED S		
You agree to pay this additional monthly fee for monitoring of the	ANY CCTV PRODUCTS AND THAT THE PROCEDURES SET FORTH NI THE CUSTOMER EMERGENCY INFORMATION SCHEDULE DO NOT APPLY TO ANY CCTV PRODUCTS INSTALLED BY BRINK'S AT YOUR LOCATION. Section 5. OWNERSHIP AND USE OF PROTECTIVE EQUIPMENT: (a) YOU AGREE THAT BRINK'S IS THE OWNER OF THE PROTECTIVE EQUIP- MENT AT ALL TIMES. You agree that this Agreement is not a lease, You will no attempt to remove or set any of the Protective Equipment. You agree that instal- lation of the Protective Equipment does not create a follure by our premises.		
described in Section 6(b) below. (required for wireless and Primary Digital Radio service) 'Advance pay (\$2.00 discount per month if you pay sayear or more in advance and pass credit check) 'Other Discount: (describe) Total Monthly Fee (excluding services) 'Discounts may not be combined. (c) You agree to pay the Total Monthly Fee by check, money order, or EasyPay. If you profer to pay other than on a monthly basis, please indicate your choice:	(6) You may pay an additional charge at the time of installation to purchase the Protective Equipment, which will be separately themized on the installation Work Order. (b) You will provide a communication service capable of transmitting signals from the Protective Equipment pay free space, adequate light and power for installation and operation of the Protective Equipment. You will follow all of Brink's instructions regarding repair and use of the Protective Equipment, and you with not allow attention of the Protective Equipment except in a manner approved in writing by Brink's. (d) You are responsible for complying with any local or other governmental ordinances or laws which may require any user of the Protective Equipment to obtain a license or permit. You also agree to pay Brink's for any less Brink's is required to pay under laws in order to install or monitor the Protective Equipment in your location.		
A LEGIBLE, EXACT AND COMPLETELY FILLED-IN COPY ISTED IN SECTION 12(a)] AND THAT UPON SIGNING THAT YOU UNDERSTAND AT IT AND THAT YOU MAY INCREASE BRINK'S LIMITATIC O BRINK'S. Signatures:	(e) You understand that local governments may impose fines, or charges for any in 13 APPEARING ON THE FRONT AND REVERSE SIDE. GREEMENT YOU RECEIVED, READ AND UNDERSTOOD Y OF THIS AGREEMENT [INCLUDING THE DOCUMENTS SUCH COPY WAS ALSO SIGNED BY BRINK'S. YOU ND ACCEPT SECTION 7 WHICH LIMITS BRINK'S LIABILIDN OF LIABILITY BY PAYING AN ADDITIONAL CHARGE YOU MAY CANCEL THIS TRANSACTION AT ANY		
CUSTOMER: DATE: 3 8 0 9 If you were referred by an existing Brink's customer, please note the customer's name and phone number below:	TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. BRINK'S HOME ARCURITY, INC.		
Referred by(pleaso print name, city, state)	By Authorized Representative Reg. No.		
Telephone ()	DATE: 3//8/09		

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false alterm. YOU AGREE TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM GIVEN BY THE PROTECTIVE EQUIPMENT. You will pay any talse alarm charges and lees associated with reporting alarm signals whether billed to you or

If Brink's reasonably determines that the Projective Equipment is generating an excess

Brink's.

(Il Il Burica's reasonably datermines that the Protective Equipment is generating an excessive number of false aliams or signale which may adversely affect Brink's monitoring facilities. Brink's my include you to pay a reasonable surface facilities fixed ministers as a signate or Brink's may include you to pay a reasonable surface facilities. Brink's monitoring facilities, Brink's may include you go pay encounted that Agreement.

(9) You undestand that any emergency specify interest in your Qustomer Emergency information. Schoolde may suspend response out to false aliams or due to your contravious or engines you ACREET TO ASSUMF ALL PEST-CONSELUTY POR ANY SUCH SUSPENSION OF RESPONSE. You agroe that may such suspension of response will not releve you be not payment of lary fees required by this Agreement.

(9) COMMUNICATION-OF SCHALE. You acknowledge that alignals from the Protective Equipment will be thrustment to the Portice in recording center over the decommunication services. Brink's will less the Protective Equipment will not general with an openium with all communications services. Brink's will less the additional participation of the COMMUNICATION SERVICE (INCLUDING TOWN TOWN THE COMMUNICATION SERVICE (INCLUDING TOWN THE COMMUNICATION SERVICE (INCLUDING TOWN THE COMMUNICATION SERVICE CAMPITICATION ACRES (INCLUDING TOWN THE POSTALED INCORRECTLY. YOU AGREET TO THEST COMMUNICATION SERVICE SWHICH ALL PROTECTIVE EQUIPMENT THE LAST MONTHLY LOOP AN ADDITIONAL COST, YOU CAM RECEIVE BRINK'S BACKUP COMMUNICATION SERVICE BRINK'S LINE OF THE ATTURE COMMUNICATION SERVICE TO THEST COMMUNICATION SERVICE SHARED THE PROTECTIVE EQUIPMENT AT LEAST MONTHLY LYOP AN ADDITIONAL COST, YOU CAM RECEIVE BRINK'S BACKUP COMMUNICATION SERVICE BRINK'S LINE OF THE POSTALED INCORRECTLY. YOU AGREE TO TEST COMMUNICATION SERVICE BRINK'S LINE OF THE POSTALED INCORRECTLY. YOU AG PHONE LINE (POTS).

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Section 8. REPAIR SERVICE: OUR ING THE NINETY DAY PERIOD FOLLOWING SETALLATION OF THE PROTECTIVE EQUIPMENT, BRINK'S WILL AT YOUR PROJECT THE PROTECTIVE EQUIPMENT, BRINK'S WILL AT YOUR PROJECT TO THE PROTECTIVE FOUR PROJECT TO THE EXCLUSIONS DESCRIBED BELOW NO CHARGE TO YOU SUBJECT TO THE PROTECTIVE GOILD SECRETARY OF THE THE PROTECTIVE EQUIPMENT DURING BRINK'S HORMAL BUSINESS HOURS AT NO CHARGE TO YOU SUBJECT TO THE EXCLUSIONS DESCRIBED BELOW NO CHARGE TO YOU SUBJECT TO THE THE PROTECTION OF THE PROTECTIVE TO THE THE PROTECTION OF THE PROTECTIVE EQUIPMENT OF THE PROTECTIVE THE PROT

misuse, negligence, accident, fire, acts of God [except sightings], acts of third parties, communication services failures, remodeling, and repair or attention by anyone other than Brinks, Also excluded are all original control panel and windses bettery realisements after the first year, all replacement batteries, any necessary repairs to security window screens or outsians, CCTV products, and any discretionary service such as moving equipment. At all times, you are responsible for any loss or damage to the Protective Equipment equased by events or conditions beyond Brin's control.

(d) REPAIRS OUTSIDE OF NORMAL BUSINESS HOURS: Brin's with energy to the comply with your request to repair work at Brin's pre-vailing permium labor rates. If you are overed by an Exitative Description, you will not be champed for labor for after hours regain sorvice if Brinks pre-vailing permium labor rates. If you are overed by an Exitative Description, you will not be champed for labor for efficiency pre-vailing permium labor rates. If you are solved by an Exitative Description, you will not be champed for labor for efficiency pre-vailing permium labor rates. If you are solved to give a Exitative of vailing the constitute an emergency or think's is able to perform the repair via download.

covered by all Existance Service Plan, you will not be changed for labor for after-hours regain sowince I Blarks of elemines the repairs constitute an emergency or 6 fink's is able to perform the repair via download.

(c) CHARGEABLE LABOR, You agree to pay Brink's applicable labor charges for any repoir wisk which is not covered by the initial ninety day fire repair service or an extended Service Plan.

(f) PARTS CHARGES: OURING THE TIME PERIODS DESCRIBED BELOW, CUSTOMER WILL NOT BE CHARGES FOR REPLACEMENT PARTS FOR PROTECTIVE EQUIPMENT UNLESS DAMAGED BY EVENTS OR CONDITIONS BEYOND BERIORS CONTROL AND EXCLUSIONS SECURITY WINDOW SCREENS AND CUPITAINS, AND REPLACEMENT BATTERIES.

TIME PERIODS:

(f) EQUIPMENT OWNED BY BINK'S: DURING THE TERM OF THE AGREEMENT, (2) COTY PRODUCTS AND CHARGES FOR THE THE STATE FOR THE THE STATE OF T

BEYOND SILL DURCHER

MONTHLY IN ACCORDIANCE WITH THE INSTRUCTIONS WHICH YOU ACKNOWL.

BOCK YOU HAVE RECEIVED FROM BRINKS.

Section 7. LAIMTATION OF LABILITY:

(a) BRINKS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY AND IN PARTICULAR DOES NOT MAKE ANY MPLIED WARRANTY OF MERCHANTABILITY
OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, BRINKS DOES NOT
WARRANT, THAT THE PROTECTIVE EQUIPMENT OR THE SERVICE WILL NOT
BE DISARLED, COMPROMISED OR CIRCUMYENTED, THAT THE PROTECTIVE
EQUIPMENT WILL NOT BE IN NEED OF REPAIR, THAT THE PROTECTIVE EQUIPMENT OR SERVICE WILL PREVENT ANY LOSS OF PROPERTY OR PERSONAL
INJURY BY BURGLARY, NOLD-UP, FIRE, MEDICAL, PROBLEM OR OTHERWISE,
OR THAT THE PROTECTIVE EQUIPMENT AND SERVICE WILL IN ALL CASES
PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED.

(b) YOU UNDERSTAND THAT BRINK'S IS NOT AN INSURER AND IS NOT RESPONSIBLE FOR ACTS OR OMISSIONS OF OTHERS OR FOR EVENTS BEYOND
BRINK'S CONTROL. Your payment of fees and other amounts to Brink's under this
Agreement risteds only to the value of the Sontoc (and, Explication, et he sales price
of Protective Equipment) and has re relationship to, not do Brink's or you expect them
to cover, in whose or In part, eny best, damage, plury or death which might result in you
or your property or to any chief person or proprity from any heazind or event or the cosequence of any heazind or event which he Protective Equipment in the Sontoc
intended to direct or overt. THE AMOUNTS PRYABLE BY YOU UNDER THIS
AGREEMENT ARE NOT SUFFICIENT TO WARRANT BRINKS ASTROMY
RISK OF CONSEQUENTIAL OR OTHER DAMAGES TO YOU EXCEPT AS STATED
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OCCURRING TO YOU FOR THE AMOUNTS HAVE BRINKS BELIABLE
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premises which may be lost, stolar, destroyed, damaged or otherwise affected by occurrences which the Protective Equipment or Service is designed to detect or siver; (2) The uncertain amount of possible damages for personal injury or doth which may result from indexarrences which the Protective Equipment or Service is designed to

detect or exert. (3) The uncertainty of the response time of any police or fire department or medical emergency agency should the policie or fire department or medical emergency agency should the policie or fire department or medical emergency agency be displacted as a result of a signit being received or an audible drivine voundings; (4) The inability to assential what portion, it any, or any toss or damage would be prox-meterly caused by Emrika flastics to perform or by the failure of the Protective Equipment. to operate; and (5) The nature of the Service to be performed by Brink's.

TO EXPLAIN THE CONTRACT OF SERVICE TO BE PERFORMED BY BRIN'S BY THE SERVICE OF OTHER PERFORMENT OF THE EXPLAINT OF SERVICE OF OTHER PERFORMENT OF THE SERVICE OF THE S CUSTOMER CARE DEPARTMENT AT 1-800-445-0872.

Section 8. INDEMNITY:

Section 8. INDEMNITY:
In the event that any guest, tenant or other person shall make any claim or file any lawoult against Britin's relating to the design, installation or operation of the Protective Equipment at the installation address or the performance of the Service or any act or failure to act on your port, you shall release, celend, indemnity, and hold Britin's harmless from and against any such claims and lawoulds. This indemnity limites the payment of all diamages, suspiness, costs and attentively sees, wherever these claims be based upon active or passive negligence, warranty, or stnot product liability on the part of Britin's, its agents, servants or employees. You shall immodistely notify your ingurance cerrier of such a claim or lawoult for defense and/or payment of the claim.

Section 9, INSPECTION AND REMOVAL OF PROTECTIVE EQUIPMENT:

Section 9, INSPECTION AND BEHAVIOR OF PRIOR DELIVER EXCUSPMENT I.

You will allow find's tree access to the Protective Equipment at all reasonable times for the purpose of impediation and for any other purpose contamplated by this Agricument, after the Agricument terrillates for any reason, Brink's has the right to remove the Protective Equipment from your foodor for unless you paid the access the right to remove the Protective Equipment from your foodor for unless you paid the additional change to purpose the Protective Equipment). Brink is with bear the coast of removal country or an emponential for rescon-

ition work.

Section 10, CUSTOMER DEFAULT; BRINK'S REMEDIES:
(a) You will be in pedaul and breach of this Agreement it:
(1) you tall to pay to Brink's any lens, charges or other amounts within ten days of whon due, or you fall to comply with any of the oil time! terms of this Agreement, and your failure to continues for 10 days after Etrik's gives you written notice; or
(2) you always the Protective Equipment, Sorvice; or finish is representatives; or
(3) you terminate this Agreement prior to the expiration of the temperature or continues for 10 days after Etrik's gives you written notice; or
(3) you terminate this Agreement in endough for the properties of the following without releasing you:
(1) by notice to you terminate this Agreement, in adding link Service;
(2) with or without teredirable; this Agreement, including link Service;
(2) with or without teredirable; this Agreement, including the additional feel to purchase the Protective Equipment without liability for doing so fit you arises to allow removals, finisher may recover the retail soils price of the Protective Equipment or more remaining term (initial or reasons) of this Agreement;
(3) by notice to you, detaite immediatorly due and payable an amount (which Brink's and you agree its a reasonable determination of Brink's damages) equal to all foots to be paid by you during the remaining term (initial or reasons) of this Agreement;
(4) self, dispose of, hold, lease or otherwise use the Protective Equipment;
(4) self, dispose of, hold, lease or otherwise use the Protective Spulpment as Brink's determined in list soid of screenion without any to up to you surpe any our paid the additional fee to purchase the Protective Equipment). ALL REMEDIES PROVIDED FOR HEREIN AED EEGENDO TO BE CUMULATIVE. Any subsequent acceptance by Brink's of any payments by you under the Agreement does not by itself constitute a warrier of an avising detail or brank, pregardes or wherein Strik's formes tout your warrier of an avising detail or brank, pregardes or wherein Strik's

FOH HEHRIN ARE DEEMED TO BE COMULATIVE, Any subsequent acceptance of Britis's of any payments by you under this Agreement does not by level consisting a waiver of an existing default or breach, regardless of whether Britis's knows about your default or breach when it loseops your payment. (c) Under applicable laws you may have certain rights in case of your default or breach. Also, certain of Britis's rights discribed in Section 10(b) above may be subject to restric-tions, Britis's will compty with any applicable taws.

Section 11, NOTICES:

Section 11. NOTICES: All notices under this Agreement are to be by totophone or in writing and are to be sent by U.S. mail, postugé prepaid, addrossed as follows: If to Brink's 1880 Esters Boutevand, Inving, Texas 75063, Attention: Customer Care

or 1-800-445-0872

If to you: To your billing address or the address or phone number written in the installation Work Order

Work Unter:
You or Brinks will notify the other in writing of any change of address for the purpose of giving notices under this Agracment. Notices are affective when soft,

Section 12. GENERAL LEGAL MATTERS:

(a) The entire agreement between you and Brink's consists of this Protective Service Agreement and the following, which together (it supersede any and all other agreements, understandings or representations, and (it) are not intended to confer any rights or remades hereunder upon enry purson other than you and Brink's.

ments, understandings or representations, and (ii) are not intended to confer any rights or remoted hereunder upon any purson other than you and Brink's. Customer Emergency information Scheduler installation Work Order Notice of Cencetation Form you have been selected in the strength of the Scheduler installation Work Order Notice of Cencetation Form Prink's is not bound by prey change or walver.

In a boot or arbitrative determines any provision in the entire Agreement between you and Brink's to be Invalid or unanforceable, that provision will be null and void to the extent defermined by the court or arbitrative factor. However, also other provision in the entire Agreement will be continued to be valid and enforceable.

(3) The terms of this Agreement will be binding upon your estate and the successors and assignoes of Brink's. Your rights and obligations under this Agreement in the Agreement in the Cheware. If a new owner of your tocation signs a monitoring agreement with Brink's and pays the applicable programming charges, Brink's will release you know your obligations under the Agreement in Magneement is not transfarable to a different location, Brink's may assign this Agreement willout your consent. Brink's may perform its obligations through a subcontraction.

(c) The laws of does state of the insulations location govern the validity, enforceability and the laws of does state of the standard for the capture of the state of the standard for the capture of the state of the standard for the capture of the standard property which relates in any way to this Agreement (whether based upon contract, aging energy rights to a jury rital it any justical action brought by either party which relates it any way to this Agreement (whether based upon contract, aging even yields at action brought by either party which relates it any way to this Agreement (whether based upon contract, aging even yields at a jury trial it any justical action brought by either party which relates it any way to this Agreement (whether based u

Section 13 LUCINSE NUMBERS.

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