

EyezOn Security Alarm Monitoring Agreement (SAMA)

MAC#: 001C2A

This Agreement made the _____ day of _____, 20_____, between

EyezOn Corporation (the 'Company') and _____ (the 'Subscriber')

System Installed at: _____ (the 'Premises')
(Street) (City) (State/Prov.) (Zip/Postal)

Phone: (_____) _____ Email: _____

1. The Subscriber has installed or will have installed a security alarm system (the 'System').
2. The Subscriber hereby subscribes for and the Company agrees to provide or causes to be monitored as hereinafter provided on the terms and conditions contained herein.

Office Use Only (Based on Zone Descriptions Provided in Online Application)

Monitoring Services (the 'Services'):

Fire () Holdup/Panic () Intrusion () Help Required () Temperature () Mechanical ()

The Subscriber acknowledges that it is desirable for them to avoid high costs to them of the response of emergency services to "false alarms". The subscriber authorizes the Company to verify or attempt to verify alarm signals received by it from the Premises before dispatching emergency services. The Subscriber agrees that the Company shall not be liable for any loss, damage or personal injury sustained as a result of any such verification or attempted verification.

3. The term of this Agreement shall commence on the date the Services are operational and shall continue for a period of 1 year ('Fixed Period') and thereafter from year to year ('Renewal Year') unless terminated by either party as hereinafter provided.
4. The Subscriber agrees to pay the Company for the Services a one-time fee of **\$49.00** and an annual fee of **\$107.88** payable in the amount of **\$107.88** per year plus applicable taxes from the date the Services are operational in accordance with the terms set out by the Company's invoice and subject to the provision of paragraph 5.
5.
 - a. The Subscriber acknowledges that the Company is able to provide the service to the Subscriber at a low cost to the Subscriber by the Subscriber entering into this Agreement for the Fixed Period. The Subscriber may only terminate this Agreement during the Fixed Period by paying to the Company the balance of the fee payable for the Fixed Period (plus applicable taxes).
 - b. The Subscriber may terminate this Agreement after the expiry of the Fixed Period upon sixty (60) days advance written notice to the Company.
 - c. The Company may terminate this Agreement upon written notice to the Subscriber.
6. **The Subscriber expressly agrees that there is no warranty given by the Company as to the fitness of the system or monitoring services for any particular purpose and further that he has not advised or made known to the company any particular loss or damage they may suffer or incur as a result of failure of the Company to perform any of its obligations hereunder.**

EyezOn and our subsidiaries are committed to safeguard the personal information entrusted to us by our customers. By signing this contract you acknowledge this fact and give consent to all stored information. If you don't wish to include credit card information here, just list the last 4 digits of the card and submit a secure Payment Update in the EyezOn portal.

Credit Card Number: _____ Expiry: ____/____ CVV (Security Code): _____
(**USD Transactions:** Visa, Mastercard, Discover Card & AMEX; **Canadian Transactions:** Visa & Mastercard)

The Subscriber agrees that the Company may charge the above card on an annual basis for Services.

The additional terms and conditions on the reverse side or following are part of this agreement. The Subscriber acknowledges having read and understood this Agreement, and agrees to be bound by all of its terms and conditions.

Subscriber: _____
(Please Print)

Signature: _____ Date: _____

Signature: _____ Date: _____

7. The Company and the Subscriber covenants that:

- a. The company's sole and exclusive obligation hereunder is to electronically relay signals received from the System to the central alarm monitoring station on a "best-efforts" basis. The central alarm monitoring station upon receipt of any such signals is to make every reasonable effort to transmit by telephone, notification of the alarm promptly to police, fire or other authority or such persons whose names and telephone numbers are set forth in the Emergency Information Schedule provided in writing by the Subscriber (as same may be changed upon written notification by the Subscriber and duly acknowledged by the Company from time to time), unless there is reasonable cause for the central alarm monitoring station to assume that emergency conditions do not exist at the Premises.

IMPORTANT: In some jurisdictions a local license or Alarm Permit is required to dispatch authorities. In these jurisdictions, the Company cannot alert or attempt to alert authorities of an emergency condition if there is no Permit on file. It is the sole responsibility of the Subscriber to be fully aware of the Local Police False Alarm Policies and to obtain and provide the necessary Permit Numbers where required to the Company as soon as available. The Company can only alert Keyholders or Subscriber retained guard services as identified by the Subscriber.

- b. The Company is not an insurer of the Customer. The Customer bears ALL RISK for loss, damage or injury that occurs on, or is related to the Premises. The Company, its directors, officers, agents and employees shall not be liable for any loss, damage or injury that occurs on, or is related to, the Premises WHATEVER THE CAUSE, EVEN IF such loss, damage or injury is the result of negligence or other default on the part of the Company, its directors, officers, agents or employees. The Company shall only be liable to the Subscriber for the return of the reasonable value of Services not performed, limited to not more than the value of one years' annual service fee.
- c. The Subscriber will contact the central alarm monitoring station for the purposes of checking or testing the operation of the system on a quarterly basis.
- d. In the event that the System or its wiring is damaged for any reason whatsoever, the cost of repairing or replacing the same shall be borne by the Subscriber and the Company shall not be responsible for any failure in Services before such repair or replacement is satisfactorily completed.
- e. The Subscriber shall at all times carefully and properly set the System each and every night or at such other time or times as the Subscriber shall secure and close the Premises. The Subscriber, upon accidentally causing an alarm signal to be transmitted or activating the alarm, must immediately notify the Company's central alarm monitoring station and shall report to the Company any claims of inadequacy and/or failure of the System.
- f. The Subscriber shall do all things as may be reasonably necessary to ensure the adequate condition and/or functioning of the System on the Premises and acknowledges that the Subscriber is responsible for the maintenance and for the insurance of the System. If, in the Company's sole and absolute opinion, the System in the Premises is not being maintained in an adequate condition of repair and function, the Company may suspend or terminate this Agreement upon written notice to the Subscriber
- g. The Subscriber shall be responsible for any and all telephone charges if any resulting from the connection and use of the System. The Subscriber shall be responsible for all false alarm assessments, taxes or fees or other charges that has or may be imposed or authorized by any government body relating to the Service provided under this Agreement.
- h. The Subscriber agrees to notify its insurer(s) upon any termination of this Agreement.
- i. General terms and conditions of this agreement provide:
 - i. An acknowledgement that this Agreement contains the entire understanding between the parties and that the Company and/or any of its agents, franchisees, employees, servants, directors or officers have not made any guarantees or warranties, express or implied, that its central alarm monitoring service or the System will prevent or reduce any loss or damages to the Premises or contents situated therein including without limitation any loss of life or injury to person.
 - ii. If there is any conflict between this Agreement and the Subscriber's purchase order or any other document, this Agreement will govern.
 - iii. This Agreement may not be assigned by the Subscriber, except upon the Company's prior written consent. The Company may assign the Agreement as desired as well as switching monitoring entities as desired.
 - iv. Any notice required to be given hereunder by either party shall be in writing sent by ordinary mail addressed to such party at the address indicated in this Agreement or such other address as either party shall have so notified the other party
 - v. That this Agreement shall be governed by the laws of the jurisdiction of the Province of Ontario and all parties submit and attorn to the jurisdiction of the court that the province for all purposes of enforcement and interpretation of this Agreement.
 - vi. Personal pronouns shall be deemed to include the singular, plural, masculine, feminine and neuter as the context requires in each case, and when applied in the plural, shall apply to such parties jointly.

Signature: _____

Date: _____

Signature: _____

Date: _____