

1. This agreement and if applicable, any Supplementary Agreement shall not be considered in force until it is approved in writing by an authorized representative of Nexicom Communications Inc. Any additional agreements or warranties must be attached with the reverse side of this agreement. "SEE ATTACHED AGREEMENTS" will be written in "special instructions" on the front of this agreement.

2. Purchase Orders. If there is any conflict between this contract and Subscriber's purchase order, or any other document, this contract shall govern.

3. Monitoring Terms & Payment

(3A) upon completion of the installation, Subscriber agrees to pay Nexicom Communications Inc. the balance of the installation charge. Monthly charges are payable monthly in advance for the duration of the contract. This contract shall automatically renew itself unless either party notifies the other in writing at least ninety (90) days prior to its expiration.

(3B) The monitoring agreement shall be in force and effect the day after installation has been completed, for the initial term stated and shall continue thereafter for successive twelve month terms.

(3C) Billing. Nexicom Communications Inc. invoices customers in one of these three methods:

1. Annually Subscriber pays one year in advance, or
2. Monthly Subscriber pays one month in advance, or
3. Pre-Authorized payment plan.

(3D) Taxes. The Subscriber agrees to pay new or increased assessments, taxes, fees, fines, or other charges imposed in respect of the system by any municipality, government, police department, government agency or public utility.

4. Increase in Monthly Monitoring Fees. There may be increases annually during the term of this agreement by an amount no greater than two percent (2%) over the increase in the cost of living as published by Statistics Canada.

5. Installation & Service Calls

(5A) Installation: Subscriber authorizes Nexicom Communications Inc. to supply or install or supply and install the equipment as specified on the reverse, including connections necessary to transmit the necessary signals from Subscriber's premises. Nexicom Communications Inc. assumes no liability for delay in installation of the systems or for interruption of service due to any cause beyond Nexicom Communications Inc. control, and will not be required to supply service to subscriber while interruption of service due to any such cause shall continue. Subscriber hereby authorizes Nexicom Communications Inc. to do the installation during Nexicom Communications Inc. regular business hours 8:00 AM to 4:30 PM Monday through Friday, excluding Saturdays, Sundays and holidays. "After hours" installation is available upon request of Subscriber on an "as available basis" and will be charged at Nexicom Communications Inc. then-current prevailing rates. Any installation charge quoted in this Agreement is based upon Nexicom Communications Inc. performing the installation with its personnel. If, for any reason the installation or any part thereof must be performed by outside contractors, said installation charge is subject to revision at the discretion of Nexicom Communications Inc.

(5B). Service Calls. Subscriber authorizes Nexicom Communications Inc. Personnel and only Nexicom Communications Inc. Personnel to perform on this system. Regular Service and Warranty Service hours are Monday to Friday between the hours of 8:00AM 4:30PM. Any and all "after hour" service by Nexicom Communications Inc. will be provided at the Subscriber's request, to the Subscriber's address at the then prevailing rates. Nexicom Communications Inc. will not be responsible for persons other than Nexicom Communications Inc. personnel servicing the system. Unauthorized persons or companies working on this system will cause the customer to become in "default" as defined in section 9 of this agreement.

(5C). All Service Calls are to be paid for at time of call. A trip charge or deductible charge will apply. Time and a half will be billed to the Subscriber for all services provided outside regular business hours. Service is billed by the minute plus trip charge.

(5D). Downloading Service performed from our office Service Center to the Subscriber's address by computer will also be considered chargeable. A set fee for this service will be charged for each download.

6. Authorized Personnel. Subscriber agrees to furnish Nexicom Communications Inc. with a list of names and residence telephone numbers of all persons authorized to enter Subscriber's premises during regularly scheduled closed periods. All changes, revisions and modifications to this shall be supplied to Nexicom Communications Inc. in writing and will only be accepted when received in writing and placed in file.

7. Nexicom Communications Inc. Obligations. If a burglar or fire or emergency alarm signal registers at the Nexicom Communications Inc. monitoring center, Nexicom Communications Inc. at its sole discretion, may endeavour to contact the Subscriber's Premises by telephone to verify that the alarm is not false. Failing to contact the Subscriber promptly or questioning the nature of the response received upon such contact, Nexicom Communications Inc. shall endeavour to make every reasonable effort to notify the appropriate police, guard service or alarm unit, or fire authorities, as applicable. In the event a supervisory or trouble signal registers at Nexicom Communications Inc. monitoring center, Nexicom Communications Inc. shall endeavour to contact the Subscriber premises by telephone. In the event of no response at the Premises, Nexicom Communications Inc. shall endeavour to contact the authorized pass cardholders. The Subscriber understands that if a digital communicator is installed, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Subscriber also understands that Nexicom Communications Inc. does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, disconnected, interfered with or otherwise damaged.

8. Title

(8A) Title to equipment purchased shall remain in Nexicom Communications Inc. until such time as Subscriber shall pay for the said equipment in full.

(8B) Title to Rental equipment is and shall at all times remain the sole property of Nexicom Communications Inc., and Subscriber agrees to protect the equipment and to indemnify and pay to Nexicom Communications Inc. the cost of repair or replacement for any loss or damage to Nexicom Communications Inc. equipment.

(8C) Title to Leased equipment shall at all times remain the sole property of Nexicom Communications Inc. until the lease term is complete. The Subscriber agrees to protect the equipment and to indemnify and pay to Nexicom Communications Inc. the cost of repair or replacement for any loss or damage to Leased equipment during the lease term. After the full term of the Lease is completed and all monies owed for this lease are paid the title of the leased equipment shall be transferred to the Subscriber.

9. Default or Termination. In the event Subscriber defaults in the performance of any of the terms and conditions of this contract, including failure to make any payment as agreed, the balance of monies due for the unexpired term of this contract shall become immediately due and payable to Nexicom Communications Inc.. In the event of any default by Subscriber or upon the expiration of this contract, Subscriber authorizes Nexicom Communications Inc. to enter Subscriber's premises and remove Nexicom Communications Inc. equipment, and Nexicom Communications Inc. shall not be responsible for repair or redecoration of any portion of Subscriber's premises upon removal of Nexicom Communications Inc. equipment.

10. Collection Fees/Charges. Interest of 1.25% per month will be charged on overdue accounts without notice. When collecting overdue account balances an administration fee will also apply.

11. Warranties

(11A) Purchase Warranty. From date of installation, without cost to subscriber, Nexicom Communications Inc. shall warranty all parts for a period of one (1) year. Installation labour is warranted for ninety (90) days during "Regular Business Hours". "After hour" service is available at request of Subscriber. Any warranties separate from this Agreement are null and void unless signed by an authorized representative of Nexicom Communications Inc. and are attached to this contract. Any warranties attached will state their own terms and conditions.

(11B) Rental Warranty. Repairs necessitated by ordinary wear and tear shall be at Nexicom Communications Inc. expense.

(11C) Leased Warranty. Purchased warranty will apply to all Leased equipment.

12. All other repairs, replacements and adjustments to the security equipment to the Subscriber, required because of alterations or repairs to the premises or caused by the wilful act of negligence of the Subscriber, its employees or agents, misuse, acts of God, or any other cause beyond the control of Nexicom Communications Inc. shall be paid for by the Subscriber at Nexicom Communications Inc. then prevailing rates of labour and/or materials under a Service Call.

13. False Alarms and Service Calls

(13A) In the event Subscriber shall cause an excessive number of false alarms or service calls through carelessness or malicious or accidental use of the equipment, Nexicom Communications Inc. may, in addition to all other legal remedies, be excused from further performance upon giving ten (10) days notice to Subscriber.

(13B) In the event a fine, penalty or fee shall be assessed against Nexicom Communications Inc. as a result of any false alarm originating from Subscriber's premises; Subscriber agrees to reimburse Nexicom Communications Inc. for payment of said false alarm fine, penalty or fee.

(13C) In the event Nexicom Communications Inc. shall dispatch an agent to a false alarm or a technician to an unnecessary service call originating from Subscriber's premises, where Subscriber intentionally or negligently activates or impairs the operation of the security system and no alarm condition exists, then Subscriber agrees to pay Nexicom Communications Inc. the current rate for each such false alarm or service call.

(13D) Local bylaws regarding Alarm Registration. Customers agree to ...

14. Liability. It is clearly understood and agreed that Nexicom Communications Inc. is not an insurer; that insurance, if any, shall be obtained by Subscriber, and that the amounts payable to Nexicom Communications Inc. hereunder are strictly based upon the value of services offered and are unrelated to the value of property located at Subscriber's premises. Nexicom Communications Inc. makes no warranty, express or implied that the Equipment it installs or the services it furnishes will avert or prevent occurrences or the consequences which the Equipment and/or services are designed to detect or avert. In the event of injury to, or death of persons, loss destruction, or damage to property, by any means whatsoever and however caused, any result in damages recoverable by Subscriber from Nexicom Communications Inc., its employees, agents mandatories or representatives, are hereby limited to and fixed at \$250.00. This amount shall be completed and inclusive and shall be paid and received as liquidated damages and/or in lieu of any type of damages of whatsoever nature and not as a penalty.

15. Subscriber, at its expense. Shall supply unswitched and unburdened 110V, 60 Cycle AC power where specified by Nexicom Communications Inc. and as required for the operation of the equipment being installed. Nexicom Communications Inc. will supply a CA38A Alarm Jack. A charge for this Alarm Jack will apply upon completion of installation.

16. Nexicom Communications Inc. shall not be liable for delays in installing or repairing the Equipment or for any interruption of any Service to be provided hereunder due to labour disputes, lack of or reduction of necessary power supply, strikes, lock-outs, floods, riots, fires, explosions, acts of God or any other cause beyond the control of Nexicom Communications Inc., including interruptions in telephone service and type of communications to be employed. In this event, service charges shall be adjusted to reflect any resulting increases or decrease in the telephone communication rate.

17. Subscriber shall carefully and properly set the alarm system at such a time as Subscriber shall close its Premises. Subscriber shall carefully and properly test the alarm system at least once per week and shall immediately report to Nexicom Communications Inc. any claimed inadequacy in or failure of the Equipment. Subscriber shall permit Nexicom Communications Inc. access to the Premises during Nexicom Communications Inc. regular business hours and at all other reasonable time for any reason to Nexicom Communications Inc. rights or obligations under this Agreement.

18. Subscriber shall not tamper with, alter, adjust, add to, disturb, damage or remove or otherwise interfere with the installed Equipment nor to permit the same to be done. Subscriber has the obligation to verify all persons attempting to work on or repair the Equipment. During the term of this Agreement, should the Equipment remain the property of Nexicom Communications Inc., Subscriber shall be responsible for the Equipment. The Equipment shall remain in the same location as installed and any removal or disturbance thereof shall only be carried out by Nexicom Communications Inc. and paid for by the Subscriber in accordance with then current prevailing rates of Nexicom Communications Inc. in addition to all other charges.

19. Suspension or Cancellation. This Agreement may be suspended or cancelled without notice and without liability or penalty in the event that Nexicom Communications Inc. is unable to either secure or retain the connections or privileges necessary for the transmission of signals for any reason whatsoever, or in the event Nexicom Communications Inc. monitoring station, connecting wires or other equipment is so substantially damaged that it is impractical to continue service.

20. No waiver of any term, provision, condition of obligation of the Agreement whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of that particular or any other term provision or condition of this Agreement.

21. In the event that any provision(s) of this Agreement (or portion thereof), shall be deemed invalid or illegal or unenforceable by any court of competent jurisdiction, then such provision or provisions (or portion thereof) shall be deemed not to have been written into this Agreement and at Nexicom Communications Inc. discretion the remainder of the terms and provisions thereof shall subsist and remain enforceable.

22. To the Bank identified on the reverse: You are hereby authorized and requested to pay and debit to the account of the Subscriber on the reverse whether it continues to be maintained at the branch indicated on the reverse or is from time to time transferred to another branch of the Bank all cheques purporting to be drawn on you on behalf of the Subscriber by any payable to Nexicom Communications Inc. and presented to you for payment and to pay and debit to the said paper or tape that is or purports to be a direction on behalf of the Subscriber to credit an amount to Nexicom Communications Inc. and to debit it such amount to the said account. This authorization may be revoked on ten days written notice to the branch of the bank at which the said account is for the time being maintained. In consideration of your acting aforesaid, it is agreed that your treatment of each such cheque and your rights with respect to it shall be the same as if it were signed by the Subscriber(s) personally and that your rights by reason of the payment and debit as aforesaid of the amount specified on each such tape shall be the same as if such amount were specified in a written direction to credit such an amount to Nexicom Communications Inc. and to debit such amount to the said account signed by the Subscriber(s) personally and that failure to pay any such cheque or to credit or debit the amount specified on any such tape shall give rise to no liability on your part even if such failure results in a default in the fulfillment of any obligations of the Subscriber or a forfeiture of insurance or loss or damage of any kind.

23. Police Response. It is understood that Nexicom Communications Inc. shall not be responsible for any loss, expense or damage incurred by the Subscriber arising out of delay or failure or refusal of any police department or other agency to respond to an alarm reported to it by Nexicom Communications Inc., including the suspension of response due to false alarms. In the event of suspension or cancellation due to police response, the parties agree that this agreement shall continue in full force. Nexicom Communications Inc. security shall continue to provide its monitoring services and Subscriber shall continue to pay all service charges to Nexicom Communications Inc.