



# PROTEK SECURITY, INC.

Protek Security Corp  
PO BOX 866, BOUNTIFUL, UT 84010  
www.SecurityByProtek.com  
(801) 298-5500

NEW  
 REPLACEMENT  
NUMBER \_\_\_\_\_

# MONITORING AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between *Protek Security Corp*, a Utah corporation, hereinafter referred to as "PSI"; and

\_\_\_\_\_ hereinafter referred to as "Subscriber."

**1. (a) DESCRIPTION OF SERVICES PROVIDED:** PSI agrees to provide monitoring equipment and service as hereinafter set forth for the alarm system owned by Subscriber and located at:

Street Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number(s) \_\_\_\_\_

Billing Address \_\_\_\_\_

**1. (b) MONITORING EQUIPMENT:**

TYPE OF SIGNAL TRANSMISSION:

TYPE OF SYSTEM MONITORED:

Communicator Model # \_\_\_\_\_

Regular Telephone Line

Burglar Alarm

Hold-up Alarm

Radio Model # \_\_\_\_\_

Cellular

Fire Alarm

Residential

\_\_\_\_\_

Radio Transmission

Video

Commercial

\_\_\_\_\_

Other \_\_\_\_\_

**2. TERMS, PAYMENT, RENEWAL:** Subscriber hereby agrees to pay to PSI, its agents or assigns:

(a) For **installation** of monitoring equipment \$ \_\_\_\_\_ + tax if applicable;

(b) For **monitoring** \$ \_\_\_\_\_ + tax if applicable, per month, payable quarterly in advance, on the first day of the month, commencing with the month

following completion of activation, for a period of \_\_\_\_\_ months from the date of completion of activation. In addition, together with the first monthly payment. Subscriber shall only pay the pro rata share of the monthly charge for the month in which installation was completed. This Agreement shall automatically be renewed for successive terms of twelve (12) months at the same monthly service rate unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof. The above is subject to paragraph 11.

(c) **Telephone Transmission:** Subscriber acknowledges that PSI may utilize telephone line transmission and the signals from Subscriber's alarm system may be transmitted over Subscriber's regular telephone service to PSI, and in the event Subscriber's telephone service is out of order, disconnected or otherwise interrupted, signals from Subscriber's alarm system will not be received by PSI during any such interruption in telephone service and the interruption will not be known to PSI. Subscriber further acknowledges and agrees that signals which are transmitted over telephone/cable company lines are wholly beyond the control and jurisdiction of PSI and are maintained and serviced by the applicable telephone/cable company or utility. Subscriber agrees to furnish any necessary telephone service or telephone lines at Subscriber's own expense. Any and all telephone/cable company charges shall be billed to Subscriber's telephone bill. Any increased telephone/cable company charges shall be borne by Subscriber, and if charged directly to PSI, shall be added to the periodic charges billed to Subscriber. Subscriber acknowledges that activation of the alarm system will interrupt and disconnect any telephone call in progress.

(d) **Radio Transmission:** Subscriber acknowledges that if PSI utilizes signal transmission by a radio system, that such transmission is subject to environmental factors, both natural and man-made that are wholly beyond the control of PSI. Use of Radio Frequencies are controlled by the Federal Communications Commission (FCC) and changes in rules, regulations, and policies may necessitate discontinuing or changing such transmission facilities.

(e) **VoIP/Internet/Cellular/GPS/Video/Other:** Subscriber acknowledges that if PSI utilizes signal transmission by VoIP/Internet/Cellular/GPS/Video/Other that such transmission is subject to factors that may interrupt signals from Subscriber's alarm system and will not be received by PSI during any such interruption in these services and may not be known to PSI. Subscriber further acknowledges and agrees that signals which are transmitted over VoIP/Internet/Cellular/GPS/Video/Other are wholly beyond the control and jurisdiction of PSI and are maintained and serviced by the applicable service provider. Subscriber agrees to furnish any necessary VoIP/Internet/Cellular/GPS/Video/Other connections at Subscriber's own expense. Any increased VoIP/Internet/Cellular/GPS/Video/Other service provider charges shall be borne by Subscriber, and if charged directly to PSI, shall be added to the periodic charges billed to Subscriber.

**3. MONITORING SERVICES:** PSI agrees to monitor without liability and not as an insurer during the term of this Agreement, the signals of alarm system(s) owned by Subscriber at the premises hereinabove set forth. PSI shall connect Subscriber's system to PSI's monitoring receiver located in its monitoring facility. PSI or its designee, shall make every reasonable effort to do the following: Upon receipt of an alarm signal from the Subscriber's premises, and prior to notifying the authorities, the monitoring facility shall attempt to verify all signals in accordance with current industry and jurisdictional standards, or as may be required by a jurisdictional ordinance. If, after completing this verification process, the alarm signal is not verified as false, the monitoring facility shall make every reasonable effort to notify the authorities and/or the person or persons whose names and telephone numbers have been provided in writing by the Subscriber. The monitoring facility reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel, and may discontinue any

particular response service due to governmental or insurance requirements by giving notice in writing to Subscriber. If, in the opinion of PSI, use by the Subscriber adversely affects the use of the signal receiving equipment, this Agreement may be terminated thirty (30) days following written notice to Subscriber. Subscriber acknowledges that PSI's repair obligation with respect to monitoring relates solely to the repair and operation of the signal receiving equipment and transmitting equipment owned by PSI. PSI is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system or any devices or device of the Subscriber. The monitoring service shall commence on the date of connection of the transmission equipment to the telephone lines or other communication service of the Subscriber by PSI and after any grace period required by a jurisdictional ordinance. Subscriber is aware and consents to all telephone communications through central monitoring station being recorded.

**4. FALSE ALARMS:** In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the alarm system, PSI may in its sole discretion deem same to be a material breach of this Agreement on the part of Subscriber and, at its option, in addition to all other legal remedies set forth below, be excused from further performance upon the giving of ten (10) days written notice to Subscriber. PSI's excuse from performance shall not affect its right to recover damages from Subscriber. In the event a fine, penalty, or fee is assessed against PSI by any governmental or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse PSI for same.

**5. PERMITS/REGISTRATION/LICENSES:** Subscriber represents that he has secured whatever permission, permits, registration or licenses that may be necessary from local authorities for the monitoring of his alarm system. Subscriber shall pay all permit fees, license fees, registration fees or other charges that may be required by governmental agencies.

**6. INTERRUPTION OF SERVICE:** PSI assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone/transmission service, acts of God, or for any other cause beyond the control of PSI and will not be required to supply monitoring service to Subscriber while interruption of service due to any such cause may continue.

**7. SUSPENSION OR CANCELLATION OF THIS SYSTEM:** This Agreement may be suspended or cancelled without notice at the option of PSI, if PSI's, the Remote FPSilities' or Subscriber's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event PSI is unable to render service as a result of any action by any governmental authority.

**8. RECEIPT OF COPY:** SUBSCRIBER ACKNOWLEDGES RECEIPT OF ELECTRONIC COMPUTER FILE (PDF) TO BE THE SAME AS RECEIVING TWO (2) COPIES OF THIS AGREEMENT. THE TERMS AND CONDITIONS SET FORTH IN PARAGRAPHS 11 THROUGH 29 ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE ARE MADE A PART HEREOF.

**9. THIS MESSAGE APPLIES TO RESIDENTIAL DOOR-TO-DOOR SALES ONLY:** YOU THE SUBSCRIBER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE PARAGRAPH 28 ON REVERSE SIDE FOR AN EXPLANATION OF THIS RIGHT.

**10. PSI'S LIABILITY/DISCLAIMER OF WARRANTIES:** PSI DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT PSI HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SUBSCRIBER FURTHER ACKNOWLEDGES THAT PSI IS NOT AN INSURER, THAT SUBSCRIBER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF. SUBSCRIBER ACKNOWLEDGES THAT HE HAS READ AND DISCUSSED PARAGRAPHS 17 AND 18 REGARDING PSI'S LIMITATION OF LIABILITY AND RIGHT OF INDEMNIFICATION WITH PSI'S AGENT. SUBSCRIBER UNDERSTANDS THAT HE MAY OBTAIN A HIGHER LIMITATION OF PSI'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

**PROTEK SECURITY CORP**

Protek Representative \_\_\_\_\_

License Number: 297764-6501

Approved: \_\_\_\_\_

Authorized Officer

**SUBSCRIBER**

By **X** \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Corporation  Sole Proprietorship  
 Partnership  Other (describe) \_\_\_\_\_

THIS AGREEMENT SHALL NOT BE BINDING UPON PSI UNLESS APPROVED IN WRITING BY AN OFFICER OF PSI. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF PSI SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO PSI BY SUBSCRIBER UPON THE SIGNING OF THIS AGREEMENT.

**11. INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICE:** PSI shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on PSI and which relate to the services provided under this Agreement; and Subscriber agrees to pay such increased monthly charges.

**11.1** In addition to the increases set forth above, but not more often than once during any twelve month period, PSI shall also have the right to increase the monthly charges called for during the term of this Agreement by a percentage equal to 1.5 times the percentage increase in the *Department of Labor Consumer Price Index*, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (11.1), whichever date is later; and Subscriber agrees to pay such increased monthly charges.

**11.2** As an alternative to sub-paragraphs (11) and (11.1), but not more often than once during any twelve month period, PSI shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this sub-paragraph (11.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (11) and (11.1). If Subscriber is unwilling to pay increases in monthly charges imposed pursuant to this sub-paragraph (11.2), and provided Subscriber is not then in default of any terms or conditions in the Agreement, or PSI is unwilling to rescind such increase, Subscriber may terminate this Agreement upon notice to PSI in writing within thirty (30) days from the date of PSI's written notice to Subscriber of increases being imposed pursuant to this sub-paragraph (11.2). Subscriber's failure to notify PSI in writing within said thirty (30) days shall constitute Subscriber's consent to the increases pursuant to this sub-paragraph (11.2).

**12. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM:** THE SUBSCRIBER SHALL CAREFULLY AND PROPERLY TEST THE SYSTEM MONTHLY DURING THE TERM OF THIS AGREEMENT. IF ANY DEFECT IN OPERATION OF THE SYSTEM DEVELOPS OR IN THE EVENT OF A POWER FAILURE OR OTHER INTERRUPTION AT SUBSCRIBER'S PREMISES, SUBSCRIBER SHALL NOTIFY PSI IMMEDIATELY.

**13. AUTHORIZED PERSONNEL:** Subscriber agrees to furnish forthwith a written list of the names and appropriate phone numbers of all persons authorized to arrange an unscheduled event and/or be notified in the event of an alarm, and to furnish PSI with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to PSI in writing.

**14. TITLE TO RADIO MONITORING EQUIPMENT:** Subscriber agrees that when radio equipment is installed and utilized for alarm transmission by PSI the radio equipment shall at all times remain the sole property of PSI. Subscriber will not damage, encumber or dispose of said equipment or permit the equipment to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone but authorized agents of PSI. In the event of loss or damage to the equipment or any part thereof, Subscriber agrees to pay PSI the reasonable value thereof or the cost of repairs as the case may be. At the expiration of this Agreement, or in the event of any default in performance by Subscriber, PSI is authorized to enter upon the premises of Subscriber and remove PSI's owned equipment. Removal of the equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Subscriber shall in such event return said equipment to PSI in good condition, reasonable wear and tear accepted. Subscriber agrees that the installation of the equipment does not create a fixture to Subscriber's premises.

**15. DELINQUENCY; RECONNECT CHARGES; NSF CHARGES:** In the event any payment due hereunder is more than thirty (30) days delinquent, PSI may impose and collect a delinquency charge of one percent (1%) per month (12% per annum) of the amount of the delinquency or the maximum amount permitted by law which ever is the lesser. If the monitoring service is deactivated because of Subscriber's past due balance and if Subscriber desires to have the service reactivated, Subscriber agrees to pay in advance to PSI a reactivation charge to be fixed by PSI in a reasonable amount. The Subscriber agrees to a \$30 charge by PSI if any of Subscriber's payments are identified by the Subscriber's financial institution as Non-Sufficient Funds (NSF).

**16. DEFAULT BY SUBSCRIBER:** If Subscriber fails to pay any amount herein provided within thirty (30) days after the same is due and payable, or cancels monitoring services prior to term as described in paragraph 2; or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or his property, or if Subscriber makes any assignment for the benefit of creditors, PSI shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscriber and continue to monitor the system, in which case PSI shall be entitled to future period payments due under this Agreement for said services; and/or (b) Discontinue monitoring of the system upon ten (10) days written notice to Subscriber at Subscriber's address listed above; at which time, the monitoring amount due for remaining months of the agreement become immediately due and payable as liquidated damages for defaulting on the agreement.

**17. PSI IS NOT AN INSURER; LIMITATION OF LIABILITY:** IT IS UNDERSTOOD AND AGREED: THAT PSI IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER; THAT THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICE AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON SUBSCRIBER'S PREMISES, THAT PSI MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO INSTALLATION, SERVICE, MAINTENANCE OR MONITORING, OR THE FAILURE OF THE SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO SUBSCRIBER BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT; THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE OR FIRE DEPARTMENT, SHOULD THE POLICE OR FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY PSI'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; AND THE NATURE OF THE SERVICE TO BE PERFORMED BY PSI.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF PSI SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF THE INSTALLATION, REPAIR SERVICE, MONITORING, SERVICE OR EQUIPMENT IN ANY RESPECT WHATSOEVER, PSI'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF

SIX (6) MONTHLY PAYMENTS OR TWO HUNDRED FIFTY DOLLARS (\$250.00), WHICHEVER IS THE LESSER, AND THIS LIABILITY SHALL BE EXCLUSIVE, AND THAT THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OF ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS CONTRACT; FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF PSI, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES; FROM STRICT LIABILITY IN TORT; OR FROM ANY IMPLIED WARRANTY.

IF SUBSCRIBER WISHES, SUBSCRIBER MAY OBTAIN FROM PSI A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO PSI. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS AND AMOUNT OF THE LIMITED LIABILITY AND THE ADDITIONAL MONTHLY CHARGE. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO MAKE PSI AS AN INSURER.

**18. THIRD PARTY INDEMNIFICATION:** When Subscriber ordinarily has the property of others in his custody, or the System extends to protect other persons or the property of others, Subscriber agrees to and shall indemnify, defend and hold harmless PSI, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including PSI's performance or failure to perform and including installation, inspections, tests, repair service, monitoring, or non-operation of the System, whether based upon active or passive negligence, contribution, indemnification, warranty, or strict or product liability on the part of PSI, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee of PSI is on or about Subscriber's premises, and are solely and directly caused by said employee.

**19. LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL:** Both parties hereby agree that no suit or action that relates in anyway to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefor. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in anyway to this Agreement (whether based upon contract, negligence or otherwise).

**20. SUBROGATION:** So far as it is permitted by Subscriber's property insurance coverage, Subscriber hereby releases, discharges and agrees to hold PSI harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Subscriber's premise whether said claims are made by Subscriber, his agents, or insurance company or other parties claiming under or through Subscriber. Subscriber agrees to indemnify PSI against, defend and hold PSI harmless from any action for subrogation which may be brought against PSI by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Subscriber shall notify his insurance carrier of the terms of this provision.

**21. GOVERNING LAW:** Subscriber acknowledges that the monitoring service is provided in the *State of Washington* and therefore agrees that the laws of the *State of Washington* shall govern this Agreement in all respects.

**22. PURCHASE ORDERS:** It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Subscriber's purchase order, or any other document, this contract will govern, whether such purchase order or any other document is prior or subsequent to this Agreement.

**23. ATTORNEY'S FEES, COST AND COLLECTION FEES:** If PSI finds it necessary to use a collection agency to receive amount(s) due, then the Subscriber will be obligated to pay any extra collection costs or handling fees in addition to the amount(s) due. If legal proceedings are necessary to collect amount(s) due, then and in such proceedings the unsuccessful party shall also pay to the successful party reasonable attorney's fees and any associated costs where permitted by law.

**24. ASSIGNEES AND/OR SUBCONTRACTORS OF COMPANY:** PSI shall have the right to assign this Agreement in whole or in part to any other person, firm or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to PSI's maximum liability, and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of PSI, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to PSI.

**25. INVALID PROVISIONS:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

**26. PARAGRAPH HEADINGS:** The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

**27. GENDER:** Wherever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

**28. NOTICE OF CANCELLATION FOR RESIDENTIAL SUBSCRIBERS:** You, the residential Subscriber, may cancel this transaction, without any penalty or obligation, within three (3) business days from the date on the front side of this Agreement. If you cancel, any property traded in, and payment made by you under the contract or sale and any negotiable instrument executed by you will be returned within ten (10) days following receipt by PSI of your cancellation notice and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to PSI, at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale, or you may, if you wish, comply with the instruction of PSI regarding the return shipment of the goods at PSI's expense and risk. If you do make the goods available to PSI and PSI does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to PSI or if you agree to return the goods to PSI and fail to do so, then you remain liable for performance of all obligations under the Agreement.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram to: PROTEK SECURITY CORP, PO BOX 866, BOUNTIFUL, UT 84010.

I hereby cancel this transaction. Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**29. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, and Subscriber has read and understands this entire Agreement. This Agreement supersedes all prior representations, understandings or agreements of the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

I, the Subscriber, have read and accept this back side of this Agreement:

X

Date \_\_\_\_\_

(V, MMXX) C 5 PSI-ACI (REVERSE)