



MONITORING SERVICE AGREEMENT (New Construction)

Customer Number

This Agreement is made between Brink's Home Security, Inc. ("Brink's") whose address is shown above, and

Your Name(s) (Please Print)

Billing address if different from installation address:

Street & Number City County State Zip Code

Introduction

By signing this Agreement, you agree to be bound by all of its provisions, just as Brink's does. Brink's calls your special attention to Sections: 2(e) - APPLICABLE TAXES; 3 - AGREEMENT FOR A THREE-YEAR TERM AND RENEWAL TERMS; 5(g) - COMMUNICATION OF SIGNALS; AND 7 - LIMITATION OF LIABILITY.

You acknowledge that you are the owner of the location listed in the Work Order. homeowner's initials

Phone Service Provider: Name of Service: homeowner's initials

Section 1. SERVICE:

- (a) Brink's will provide you with the service (the "Service") covered by this Monitoring Service Agreement.
(b) The Work Order lists the protective equipment that Brink's installed and sold to the builder of your home ("Builder").
(c) The Service 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.

*Advance pay (\$2.00 discount per month if you pay a year or more in advance)
*Other Discount: (describe)
Total Monthly Fee (excluding tax):
*Discounts may not be combined.

- (c) You agree to pay the Total Monthly Fee by check, money order, or EasyPay. If you prefer to pay other than on a monthly basis, please indicate your choice: quarterly one year three years
(d) Financial Disclosure: The total amount of all recurring fees (described in Section 2(b)) that you will pay during the initial term of this Agreement is \$
(e) You will pay any and all applicable sales, use, service, property or other taxes in connection with the Service, including the installation and monitoring of the Protective Equipment.

Section 2. FEES:

- (a) When you sign this Agreement, you will pay to Brink's the fee shown in the Work Order for installing and making the Protective Equipment operational by connecting it to the Brink's monitoring facility.
(b) During the term of this Agreement, you will pay Brink's the following recurring fees:
Monthly Monitoring Fee: \$
You agree to pay this additional monthly fee for monitoring of (list equipment) \$
You agree to pay this additional monthly fee for monitoring of wireless components. \$
You agree to pay this additional monthly fee for selection of Extended Service Plan Coverage described in Section 6(b) below. (required for wireless and Primary Digital Radio service) \$

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.
(b) If the renewal fee is more than the initial or renewal fee you have been paying, Brink's will notify you of the new renewal fee at least 45 days before the initial or renewal term ends.
(c) By notice to you, Brink's may terminate this Agreement if Brink's determines that the Protective Equipment is generating excessive false 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 the form you have received from Brink's. If you wish to make a change in your Customer Emergency Information Schedule, please call 1-800-445-0872.

EASYPAY AUTHORIZATION

Section 2(f) Brink's EasyPay: You hereby authorize (print name of financial institution chosen for direct debit) to make recurring automatic debit withdrawals in the amount shown in Section 2(b) (plus applicable taxes) at the frequency shown in Section 2(c). Payments will go to Brink's from the following checking or credit card account you have chosen:

Option 1 - Checking Account Transfer

Bank or Financial Institution Routing Number (Located on bottom left of check)
Account Number (located on bottom of check)

Option 2 - Automatic Credit Card Charge

Visa MasterCard Credit Card Number / /
Expiration Date - MM DD YY (if available)

Brink's will notify you of the exact day and amount of recurring withdrawals. You understand that, at any time, you may change your EasyPay account selection or terminate EasyPay by calling Brink's at 1-800-445-0872 at least twenty (20) days in advance of your next scheduled collection date.

Customer Signature: (signature required for enrollment) Printed Name:

THIS AGREEMENT CONSISTS OF SECTIONS 1 THROUGH 13 APPEARING ON THE FRONT AND REVERSE SIDE. YOU ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT YOU RECEIVED, READ AND UNDERSTOOD A LEGIBLE, EXACT AND COMPLETELY FILLED-IN COPY OF THIS AGREEMENT [INCLUDING THE DOCUMENTS LISTED IN SECTION 12(a)] AND THAT UPON SIGNING SUCH COPY WAS ALSO SIGNED BY BRINK'S. YOU FURTHER ACKNOWLEDGE THAT YOU UNDERSTAND SECTION 7 WHICH LIMITS BRINK'S LIABILITY AND THAT YOU MAY INCREASE BRINK'S LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL CHARGE TO BRINK'S.

Signatures:

CUSTOMER:
CUSTOMER:
DATE:

If you were referred by an existing Brink's customer, please note the customer's name and phone number below:

Referred by (please print name, city, state)

Telephone ()

YOUR RIGHT TO CANCEL
YOU MAY CANCEL THIS TRANSACTION AT ANY 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 SECURITY, INC.

By Authorized Representative Reg. No.

DATE:

- (b) Brink's has no obligation to telephone any emergency agency or person other than the agency or person named in your most recent Customer Emergency Information Schedule furnished to Brink's. YOU UNDERSTAND THAT BRINK'S DOES NOT REPRESENT OR PROMISE THAT ANYONE BY WHOM YOU ARE CONTACTED TO MAKE A CALL TO THE CALL. YOU ALSO UNDERSTAND BRINK'S DOES NOT MONITOR ANY CCTV PRODUCTS AND THAT THE PROCEDURES SET FORTH IN 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 will be the owner of the Protective Equipment.
- (b) You will provide service capable of transmitting signals from the Protective Equipment, pest 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 will not allow alteration of the Protective Equipment except in writing by Brink's.
- (c) 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 fees Brink's is required to pay under laws in order to monitor the Protective Equipment in your location.
- (d) You understand that local governments may impose fines, or charges for any false alarm. YOU AGREE TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM GIVEN BY THE PROTECTIVE EQUIPMENT. You will pay any false alarm charges and fees associated with reporting alarm signals whether billed to you or Brink's.
- (e) If Brink's reasonably determines that the Protective Equipment is generating an excessive number of false alarms or signals which may adversely affect Brink's monitoring facilities, Brink's may require you to pay a reasonable surcharge fee for processing false alarms or signals or Brink's may terminate this Agreement.
- (f) You understand that any emergency agency named in your Customer Emergency Information Schedule may suspend response due to false alarms or due to your contravention of any laws. YOU AGREE TO ASSUME ALL RESPONSIBILITY FOR ANY SUCH SUSPENSION OF RESPONSE. You agree that any such suspension of response will not relieve you from payment of any fees required by this Agreement.
- (g) COMMUNICATIONS: You acknowledge that signals from the Protective Equipment will be transmitted to the Brink's monitoring center over the telecommunication service that you provide. The Protective Equipment will not operate with all communication services. Brink's will test compatibility at the time of installation and will notify you if changes are required. YOU AGREE TO ASSURE THAT THE COMMUNICATION SERVICE HAS BACKUP POWER. INTERRUPTION OF THE COMMUNICATIONS SERVICE (INCLUDING POWER LOSS TO THE COMMUNICATION SERVICE) WILL PREVENT SIGNAL TRANSMISSION. YOU UNDERSTAND THAT THE PROTECTIVE EQUIPMENT COMMUNICATION SERVICE CAN PREVENT ALARM SIGNAL TRANSMISSION. YOU AGREE TO IMMEDIATELY NOTIFY BRINK'S OF ANY CHANGE IN YOUR COMMUNICATION SERVICE. THE PROTECTIVE EQUIPMENT WILL NOT OPERATE WITH COMMUNICATIONS SERVICES WHICH ARE INSTALLED INCORRECTLY. YOU AGREE TO TEST COMMUNICATION OF THE PROTECTIVE EQUIPMENT AT LEAST MONTHLY. FOR AN ADDITIONAL COST, YOU CAN RECEIVE BRINK'S BACKUP COMMUNICATION SERVICE. BRINK'S LINE CUT FEATURE WILL ONLY OPERATE WITH A TRADITIONAL TELEPHONE LINE (POTS).

Section 6. LIMITED WARRANTY; REPAIR SERVICE:

- (a) BRINK'S EXPRESSLY WARRANTS TO YOU THAT THE PROTECTIVE EQUIPMENT IS SUITABLE FOR ORIGINATING SIGNALS AND WILL BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR AFTER BRINK'S COMPLETE INSTALLATION. THE IMPLIED WARRANTY OF MERCHANTABILITY SHALL APPLY TO THE PROTECTIVE EQUIPMENT DURING THE ONE YEAR EXPRESS LIMITED WARRANTY PERIOD. AFTER EXPIRATION OF THE EXPRESS ONE YEAR LIMITED WARRANTY, BRINK'S DOES NOT MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND IN PARTICULAR DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE STATED IN THIS PARAGRAPH, THE PROTECTIVE EQUIPMENT IS FURNISHED TO YOU ON AN "AS IS" BASIS, AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROTECTIVE EQUIPMENT IS WITH YOU. FURTHER, BRINK'S DOES NOT WARRANT: THAT THE PROTECTIVE EQUIPMENT OR THE SERVICE WILL NOT BE DISABLED, COMPROMISED OR CIRCUMVENTED; 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, HOLD-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) EXTENDED SERVICE PLAN: You may purchase an Extended Service Plan which covers labor charges for all necessary repair of the Protective Equipment after the one year warranty period expires and certain additional repair services at no charge, including additional equipment trip charges during Brink's normal business hours and downloadable service. Free repair service under the Extended Service Plan is subject to the conditions and exclusions described below. Extended Service Plan coverage will begin on the date the equipment is made operational and will continue for as long as you make all required payments. If you have chosen to receive the Extended Service Plan, you agree to pay the fees shown in Section 2(b) for the longer of the initial term of this Agreement or two years. At the end of the initial term this Extended Service Plan will automatically renew for successive one year terms. Unless wireless equipment is installed or you have Primary Digital Radio service, you or Brink's may cancel this Extended Service Plan by giving the other party notice of cancellation at least thirty days prior to the end of the then current term. Brink's may increase the required payment for any renewal term of the Extended Service Plan by giving you written notice of the new fee at least forty-five days prior to the end of the current term.
- (c) EXCLUSIONS: Brink's excludes from the one year warranty and the Extended Service Plan any labor charges for repair or replacement of the Protective Equipment needed because of any event or condition beyond Brink's control such as misuse, negligence, accident, fire, acts of God (except lightning), acts of third parties, communication service failures, remodeling, and repair or alteration by anyone other than Brink's. Also excluded are all battery repairs after the first year, any necessary repairs to security windows, screens or curtains, CCTV products, and any discretionary services such as moving equipment. At all times you are responsible for any loss or damage to the Protective Equipment caused by events or conditions beyond Brink's control.
- (d) REPAIRS OUTSIDE OF NORMAL BUSINESS HOURS: Brink's will endeavor to comply with your request for repair outside of Brink's normal business hours. You agree to pay for labor for this repair work at Brink's prevailing premium labor rates. If you are covered by an Extended Service Plan, you will not be charged for after-hours repair service if Brink's determines the repairs constitute an emergency or Brink's is able to perform the repair via download.
- (e) CHARGEABLE LABOR: You agree to pay Brink's applicable labor charges for any repair work which is not covered by the one year warranty or an Extended Service Plan.
- (f) You agree to immediately notify Brink's of any defect or failure in operation or functioning of the Protective Equipment. You may schedule repair service and obtain information on Brink's rates by telephoning Brink's toll free at 1-800-445-0872. Brink's reserves the right to substitute new or reconditioned parts of equal quality in performing repairs at any time. If at any time you request service and fail to be available at the scheduled time to allow access to your premises, Brink's may charge you its then effective rate for a service call. YOU AGREE TO TEST THE PROTECTIVE EQUIPMENT AT LEAST MONTHLY IN ACCORDANCE WITH THE INSTRUCTIONS WHICH YOU ACKNOWLEDGE YOU HAVE RECEIVED FROM BRINK'S.
- (g) SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- (h) THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
- (i) SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Section 7. LIMITATION OF LIABILITY:

- (a) YOU UNDERSTAND THAT BRINK'S AND BUILDER ARE NOT INSURERS AND ARE 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 relates only to the value of the Service (and, if applicable, to the sales price of Protective Equipment) and has no relationship to, nor do Brink's or you expect them to cover, in whole or in part, any loss, damage, injury or death which might result to you or your property or to any other person or property from any hazard or event or the consequence of any hazard or event which the Protective Equipment or the Service is intended to detect or avert. THE AMOUNTS PAYABLE BY YOU UNDER THIS AGREEMENT ARE NOT SUFFICIENT TO WARRANT BRINK'S ASSUMING ANY RISK OF CONSEQUENTIAL OR OTHER DAMAGES TO YOU. EXCEPT AS STATED IN SECTION 7(d) BELOW, YOU DO NOT DESIRE THIS AGREEMENT TO PROVIDE FOR THE LIABILITY OF BRINK'S AND YOU AGREE THAT BRINK'S SHALL NOT BE LIABLE FOR LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO ANY OCCURRENCE OR CONSEQUENCES THEREFROM, WHICH THE

SERVICE IS DESIGNED TO DETECT OR AVERT. IN NO EVENT SHALL BRINK'S BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWSOEVER CAUSED.

- (b) YOU AND BRINK'S AGREE THAT YOU HAVE THE SOLE RESPONSIBILITY TO OBTAIN WHATEVER INSURANCE YOU WANT TO HAVE IN ORDER TO COVER RISKS, LOSSES, DAMAGES, INJURIES, DEATH AND OTHER EFFECTS OF BURGLARY, FIRE, PHYSICAL DANGERS OR MEDICAL PROBLEMS AFFECTING YOU, YOUR FAMILY OR ANY OTHER PERSONS WHO MAY BE IN OR NEAR YOUR LOCATION. YOU WILL RELEASE, DEFEND, INDEMNIFY AND HOLD BRINK'S, ITS VENDORS, AND BRINK'S AUTHORIZED CONTRACTORS HARMLESS FROM AND AGAINST CLAIM OR LIABILITY FOR ANY RISK, LOSS, PROPERTY DAMAGE, PERSONAL INJURY AND OTHER EFFECTS MENTIONED ABOVE.
- (c) You acknowledge that it is impractical and extremely difficult for the actual damages, if any, which may proximately result from Brink's failure to perform any of the obligations under this Agreement, or the failure of the Protective Equipment to properly operate with resulting loss to you or others because of, among other things:
- (1) The uncertain amount or value of your property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Protective Equipment or Service is designed to detect or avert;
 - (2) The uncertain amount of possible damages for personal injury or death which may result from occurrences which the Protective Equipment or Service is designed to detect or avert;
 - (3) The uncertainty of the response time of any police or fire department or medical emergency agency, should the police or fire department or medical emergency agency be dispatched as a result of a signal being received or an audible device sounding;
 - (4) The inability to ascertain what portion, if any, of any loss or damage would be proximately caused by Brink's failure 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.
- (d) If Brink's, its vendors or Brink's authorized contractors do not provide the Service or otherwise fail to perform any obligation undertaken by any of them under this Agreement or are liable under any theory of negligence, strict liability, breach of warranty, breach of contract, or otherwise, YOU UNDERSTAND AND AGREE THAT BRINK'S AND ITS AUTHORIZED CONTRACTORS' AND VENDORS' LIABILITY TO YOU AND ALL OTHER PERSONS IS LIMITED TO A TOTAL RECOVERY OF NOT MORE THAN THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO BRINK'S UNDER SECTION 2(b) OF THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT OR OMISSION FOR WHICH YOU AND ALL OTHER PERSONS MAY MAKE A CLAIM AGAINST BUILDER, BRINK'S, BRINK'S VENDORS, OR BRINK'S AUTHORIZED CONTRACTORS. YOU ACCEPT RESPONSIBILITY FOR ANY LIABILITY BEYOND THESE LIMITS AND YOU WILL MAINTAIN YOUR OWN INSURANCE COVERAGE THAT YOU DESIRE TO PROTECT YOU AND OTHERS FROM ANY LOSSES EXCEEDING THESE LIMITS. YOU WILL ENSURE THAT EACH SUCH POLICY CONTAINS A PROVISION OR ENDORSEMENT WAIVING ANY AND ALL SUBROGATION RIGHTS AGAINST BRINK'S AND ITS EMPLOYEES, CONTRACTORS AND VENDORS. YOU WILL LOOK SOLELY TO THE PROCEEDS OF SUCH INSURANCE FOR ANY LOSS, LIABILITY, DAMAGE OR CLAIM ABOVE THE LIMITS OF BRINK'S LIABILITY TO WHICH YOU AGREE IN THIS SECTION 7. YOU FURTHER AGREE THAT YOUR LIABILITY AND LIABILITY AS LIMITED IN THIS SECTION 7 IS THE SOLE AND EXCLUSIVE REMEDY AND LIABILITY, IF YOU WISH. YOU MAY OBTAIN A HIGHER LIMITATION OF BRINK'S LIABILITY BY PAYING AN ADDITIONAL CHARGE TO BRINK'S. YOU MAY OBTAIN INFORMATION ABOUT THIS OPTION BY TELEPHONING BRINK'S CUSTOMER CARE DEPARTMENT AT 1-800-445-0872.

Section 8. INDEMNITY:

In the event that any guest, tenant or other person shall make any claim or file any lawsuit against Brink's relating to design, installation and operation of the Protective Equipment installed in your location or the performance of the Service or any act or failure to act on your part, you shall release, defend, indemnify, and hold Brink's harmless from and against any such claims and lawsuits. This indemnity includes the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon active or passive negligence, warranty, or strict product liability on the part of Brink's, its agents, servants or employees. You shall immediately notify your insurance carrier of such a claim or lawsuit for defense and/or payment of the claim.

Section 9. INSPECTION OF PROTECTIVE EQUIPMENT:

You will allow Brink's free access to the Protective Equipment at all reasonable times for the purpose of inspection and for any other purpose contemplated by this Agreement.

Section 10. CUSTOMER DEFAULT; BRINK'S REMEDIES:

- (a) You will be in default and breach of this Agreement if:
- (1) you fail to pay to Brink's any fees, charges or other amounts within ten days of when due, or you fail to comply with any of the other terms of this Agreement, and your failure to continue for 10 days after Brink's gives you written notice; or
 - (2) you abuse the Protective Equipment, Service or Brink's representatives; or
 - (3) you terminate this Agreement prior to the expiration of the term of this Agreement.
- (b) If you are in default or breach of this Agreement, in addition to any other remedies provided by law, Brink's may do any or all of the following without releasing you:
- (1) by notice to you, terminate this Agreement, including the Service;
 - (2) by notice to you, declare immediately due and payable an amount (which Brink's and you agree is a reasonable determination of Brink's damages) equal to all fees to be paid by you during the remaining term (initial or renewal) of this Agreement;
 - (3) ALL REMEDIES PROVIDED FOR HEREIN ARE DEEMED TO BE CUMULATIVE. Any subsequent acceptance by Brink's of any payments by you under this Agreement does not by itself constitute a waiver of an existing default or breach, regardless of whether Brink's agrees to your default or breach when it accepts your payment.
- (c) Under applicable laws you may have certain rights in case of your default or breach. Also, certain of Brink's rights described in Section 10(b) above may be subject to restrictions. Brink's will comply with any applicable laws.

Section 11. NOTICES:

All notices under this Agreement are to be by telephone or in writing and are to be sent by U.S. mail, postage prepaid, addressed as follows:

If to Brink's: 8880 Esters Boulevard, Irving, 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 Work Order. You or Brink's will notify the other in writing of any change of address for the purpose of giving notices under this Agreement. Notices are effective when sent.

- (a) The entire agreement between you and Brink's consists of this Protective Service Agreement and the following, which together (i) supersede any and all other agreements, understandings or representations, and (ii) are not intended to confer any rights or remedies hereunder upon any person other than you and Brink's:
- Customer Emergency Information Schedule
 - Work Order
 - Notice of Cancellation Form

Brink's is not bound by any change or waiver of any provision of the foregoing unless an authorized official of Brink's signs the change or waiver.

- (b) If a court determines any provision in the entire Agreement between you and Brink's to be invalid or unenforceable, that provision will be null and void to the extent determined by the court. However, each other provision in the entire Agreement will continue to be valid and enforceable.
- (c) The terms of this Agreement will be binding upon your estate and the successors and assignees of Brink's. Your rights and obligations under this Agreement may not be assigned. However, if a new owner of your location signs a monitoring agreement with Brink's and pays the applicable programming charges, Brink's will release you from your obligations under this Agreement. This Agreement is not transferable to a different location. Brink's may assign this Agreement without your consent. Brink's may perform its obligations through a subcontractor.
- (d) The laws of the state of the installation location govern the validity, enforceability and interpretation of this Agreement.
- (e) LIMITATION ON ACTIONS: WAIVER OF JURY TRIAL
- You and Brink's agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than two (2) years and one (1) day after the accrual of the cause of action therefor. You and Brink's also waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise).

Section 13. LICENSE NUMBERS:

AL#333, AR#E93-29, AZ#ROC085024, AZ#ROC149890, CA#ACO3843, FL#EF0000921, GA#LVU405673, IL#127-000756, MA#7005-C, MD#107-319, MI - 11518, MN#145150, NC#1824-C5A, NY#12000273493 - licensed by the NY State Department of State, OK#E587, OR#44421, SC#BA-5249 at BA-3273, TN Alarm Cert. #0053 and #0000234, TX#B04296 - 8880 Esters Boulevard, Irving, TX 75063, UT#325152-6501, VA#11-1964, WV#031960.