



Leasing and Monitoring Agreement

This Agreement is between SafeCall Inc., of 3148 Plainfield NE, Suite 243, Grand Rapids, Michigan 49525 ("Company") doing business as www.safecall.biz, and the individual purchasing this service from www.safecall.biz, or as an authorized third party for another ("Subscriber") and is in force from the recorded date of said purchase.

The parties agree as follows:

1. Furnishing of System. The Company agrees to furnish an Emergency Help Button monitoring system. The monitoring system will be installed by the Subscriber in Subscriber's home and will consist of a Main Receiver and a portable transmitter.

The monitoring system will be referred to as the "System". The System will be monitored by a designated monitoring support center ("Support Center"). The Company reserves the right to change the monitoring support center without notice to the customer.

2. Costs and Term. The Subscriber's agent agrees to pay the Company a one-time shipping fee at the time the System is purchased, if such a fee is noted on www.safecall.biz. Subscriber agrees to pay a monthly leasing and monitoring charge (determined by the level of service chosen) at the time of purchase. Subscriber will then be charged this amount monthly. Payment is due at the time of the charge. Late charges of 1½% per month will be added to charges older than 30 days. Minimum billing period is one month. All charges are non-refundable.

"Standby" status will be determined to be when the Company is notified that the Subscriber is temporarily living somewhere other than where the System is installed and wishes to keep the System on-site but in an inactive mode. An account placed on "standby" status will be billed at 50% of the monthly charge.

This Agreement will renew on a month to month basis. Either party may terminate this Agreement by giving ten (10) days written notice to the other party. The Company reserves the right to increase or decrease the monthly leasing and monitoring charge(s) by giving thirty (30) days written notice to the Subscriber. The System is the property of the Company. Upon termination of this Agreement, the Company shall have the right to the immediate possession of the System and the Subscriber agrees to promptly return the System to the Company via pre-paid first class mail. Billing charges shall be stopped when the System is returned to the Company at its local address.

3. Subscriber Installation. The Subscriber understands and agrees that the Subscriber will be fully responsible for the installation of the System in the Subscriber's home. Upon receipt of the System, the Subscriber will connect the System to a twenty-four (24) hour 110 circuit as required to power the System. After the Subscriber has connected the System to the circuit as set forth herein, the Subscriber will then be responsible to contact the phone number listed on the System to activate the System. The Subscriber's failure to correctly install and activate the System will result in the System being inoperative and the Subscriber agrees to hold harmless, indemnify, and defend the Company for any losses, costs, damages, or other injuries, including personal or other injuries, arising out of the Subscriber's failure to adequately connect the System as provided herein.

4. Medical or Related Expenses. When the Support Center receives a signal sent by the Subscriber's Receiver, the Support Center will attempt to notify or obtain assistance in



Leasing and Monitoring Agreement

accordance with the attached CareLink Service Agreement. The Subscriber will pay any costs and expenses incurred as a result of the use of the System. These expenses include ambulance, physician, other medical assistance, or any other cost incurred.

5. Authorization to Company. In addition to the other Subscriber requirements, the Subscriber will supply 24-hour 110 volt circuits as required to power the System. The Subscriber will pay for any expenses resulting from the need to adapt Subscriber's telephone system for use with the System (not applicable to CareLink MobileHelp). The Subscriber will not permit the System to be disturbed, removed or damaged.

6. Termination under certain conditions during the term of this Agreement, The Company may terminate this Agreement if it cannot maintain or secure telephone transmission privileges. The Company will not be liable for any damages or penalties as a result of such termination. The Company may cancel this Agreement, without prior notice, in the event the Support Center is destroyed or damaged by any cause and it is impractical, in the sole judgment of the Company, to continue or to restore service.

7. Interruptions in service. The Company assumes no liability for delays in equipment installation, interruption of services due to strikes, riots, floods, fires, acts of God, mechanical or electrical equipment failures, or any cause beyond the control of the Company. The Company will not be required to supply service while an interruption may continue.

8. Misuses or abuse of system. If the Subscriber violates any part of this Agreement, misuses or damages the System or, in the sole judgment of the Company, the Subscriber causes an excessive number of false alarms, the Company may suspend all service and terminate this Agreement upon giving ten (10) days written notice to the Subscriber. In such event, the Company shall have the right to sever the connection, render the System inoperative and remove its equipment from the Subscriber's premises. This event shall not relieve the Subscriber from leasing charges for the remainder of the term or limit other remedies available to the Company. Additionally, if any piece of the System is rendering inoperative or not returned to the Company, the Subscriber will be charged for that piece's replacement. These can include, but are not limited to phone cords, emergency help buttons, base unit and any unpaid balances. *Subscriber grants the Company the authority to collect payment for these charges by electronically charging Subscriber's account through the appropriate nationwide ACH clearinghouse or credit card.*

9. No warranty or representation. The Company does not represent or warrant and hereby expressly disclaims any of the following express warranties: (i) that the System or any related service may not be compromised or circumvented or (ii) that the System or any related service will prevent any personal injury, loss of life or property, or damage, or (iii) that the System or any related service will in all cases provide the protection for which it is intended. The Company also expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The Subscriber acknowledges that any affirmation of fact or promise made by the Company or its agents, servants or employees, shall not create an express warranty unless included in this Agreement in writing.

10. Testing of the System. The System is in the exclusive possession and control of the Subscriber. It is the Subscriber's sole responsibility to install and test the operation of the equipment and to notify the Company if any equipment is in need of repair or service. The Company shall not be required to service the equipment. If the Subscriber moves the System



Leasing and Monitoring Agreement

from the location where it was originally installed, or if any utility such as the telephone company or power supplier makes any repair or interrupts service, Subscriber will immediately notify the Company and Subscriber shall retest the System without delay.



Leasing and Monitoring Agreement

11. Self-protection/Subscriber's duties. The Subscriber understands that the System is used to help the Subscriber protect his or her person. It does not assure such protection. Subscriber is encouraged to and agrees to use other safety and medical devices and techniques available to the Subscriber for such protection. Available devices and techniques are too numerous to list but include basic health precautions and adherence to physicians' directions and recommendations.

12. System use/Subscriber's duties. The Subscriber agrees to obtain and maintain all licenses or permits necessary for the installation and use of the System. The Subscriber shall carefully install and use the System and instruct all members of his/her household and other potential users in the proper use of the System. The Subscriber will connect the System to an analog phone system (not applicable to CareLink MobileHelp) as outlined in the Installation Instructions. If a digital phone system is used, an appropriate adapter may need to be purchased and properly installed in order for the System to be fully functional.

13. The Company is not an insurer/Limitation of liability. The Company is not an insurer. The payments provided for in this Agreement are based solely on the value of the service provided under this Agreement. The Company makes no guarantee or warranty either express or implied of merchantability or fitness of particular purpose. The Company makes no guarantee or warranty either express or implied that the System or any related service will avert or prevent occurrences or the consequences from such occurrences that the System or any related service is designed to detect.

The Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure by the Company to perform any of its obligations including, but not limited to: (a) the failure of the System to operate, (b) mechanical defects in the System and (c) the Company's active or passive negligence. Any loss to the Subscriber may be affected by: (a) the Subscriber's installation and testing of the System, (b) the uncertainty of the response time of any hospital, ambulance, paramedic unit or others should they be dispatched as a result of a signal being received, (c) the uncertain nature of occurrences which might cause injury or death to the Subscriber or any other person which the System is designed to detect or avert, (d) the limitation of the telephone lines or telephone service connecting the System to the Company, and (e) the nature of the service to be performed by the Company.

The Subscriber acknowledges that monitoring fees charged by the Company require that the Company limit its liability. The Subscriber expressly agrees that the Company's liability for any act, acts, omission or omissions or any combination of these will be limited to the lessor of \$100.00 or the cost of the System and monthly monitoring fees. The Company shall in no case be liable for any incidental or consequential damages.

14. Full agreement. This Agreement constitutes the full understanding between the parties. It may not be amended or modified, except in writing signed by both parties. This Agreement shall not be binding upon the Company until executed by it.

15. Assignment. It is agreed that the Subscriber may not assign this Agreement without the prior written consent of the Company. Any such assignment without such prior approval shall be deemed a breach of this Agreement.

16. Invalid Provisions. In the event that any of the terms or provisions of this Agreement



Leasing and Monitoring Agreement

shall be invalid or inoperative, all of the other terms shall remain in full force and effect.

17. Right of Cancellation. YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU RECEIVE THE SYSTEM BY MAILING NOTICE OF CANCELLATION TO THE COMPANY AT THE ADDRESS LISTED ABOVE.

18. Governing law. This Agreement shall be governed by the laws of the State of Michigan. Jurisdiction for any legal actions shall be in Kent County, Michigan.