

DIRECTIVE TO MODIFY ACCESS CODES

THIS DIRECTIVE TO MODIFY ACCESS CODES (the "Agreement"), is entered into the date specified below between S & S Security Alarms, Inc. ("S&S"), and the undersigned customer ("Customer"):

WITNESSETH:

WHEREAS, Customer has installed upon the following premises an alarm monitoring system (the "System"):

Name: _____
Address: _____
Account Number: _____;

(the "Premises") and

WHEREAS, Customer has entered into a separate agreement for the provision of alarm monitoring services (the "Monitoring Agreement"); and

WHEREAS, Customer has directed S&S to modify certain codes related to the System;

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the mutual covenants and the payment of other good and valuable consideration, the receipt and sufficiency of which is hereby specifically acknowledged, and intending to become legally bound hereby, S&S and Customer agree as follows:

1. Directive to Modify Codes. Customer directs S&S to modify the existing codes related to the System:

| <u>Old Code</u> | <u>New Code</u> | <u>Name</u> |
|-----------------|-----------------|-------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

2. Payment of Service Fee for Modification of Codes. Customer shall pay to S&S the sum of \$10.00 for the modification of codes for the System and such sum shall be billed on the next current billing statement for services under the Monitoring Agreement. Failure to pay the sums set forth in this paragraph may, within the sole and exclusive direction of S&S, result in the suspension or cancellation of service under the Monitoring Agreement.

3. Indemnification and Waiver. Customer shall indemnify, defend and hold S&S harmless for all claims made, asserted or raised, whether in tort in contract or otherwise, against S&S arising from or associated in any way with modification of any codes as set forth herein. This indemnity shall include the payment of all costs and attorneys' fees incurred by S&S in the defense or response to any such claim. Customer further waives all

This Agreement entered into this ___ day of _____, _____.

Customer:

S & S Security Alarms, Inc.
By: _____
Title: _____

claims now existing or that may have existed that could have been asserted against S&S for any reason, whether in tort in contract or otherwise, arising out of the modification of codes as set forth herein. S&S AND CUSTOMER EACH WAIVE ANY RIGHT OR CLAIM TO HAVE ANY DISPUTE RELATED TO THE MODIFICATION OF ANY CODES PURSUANT TO THIS AGREEMENT, WHETHER IN TORT IN CONTRACT OR ARISING FOR ANY OTHER REASON, OR ANY OTHER DISPUTE BETWEEN THE PARTIES ARISING FROM THE MONITORING AGREEMENT, OR ANY OTHER AGREEMENT RELATED TO THE INSTALLATION OF THE SYSTEM OR FOR ANY OTHER MATTER RELATED TO THE SYSTEM OR THE PREMISES, TRIED BEFORE A JURY AND EACH SPECIFICALLY AGREE THAT ANY SUCH DISPUTE SHALL BE HEARD IN WHITE COUNTY, ARKANSAS, AND TRIED BEFORE A JUDGE AS THE TRIER OF FACT. THIS WAIVER AND DESIGNATION OF FORUM IS A MATERIAL INDUCEMENT FOR S&S TO ENTER INTO THIS AGREEMENT.

4. Incorporation of Terms; No Modification. Customer hereby adopts, ratifies and accepts the terms and provisions of the Monitoring Agreement as though set forth word for word. Nothing herein shall be deemed to modify, alter, amend or waive any provision or term of the Monitoring Agreement except as may be specifically set forth herein.

5. Authority; Binding Effect. This Agreement is binding on S&S only after S&S has made specific, written approval. To the extent necessary, Customer covenants to S&S and any monitoring service designated in the Monitoring Agreement or any assignee of the Monitoring Agreement, that it has undertaken all acts necessary for the execution of this Agreement and that no further consents, authorization or act is required on the part of Customer to enter into this Agreement and the person or entity signing on behalf of Customer possesses full authority to bind Customer to the terms set forth herein.

6. Entire Agreement. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties with reference to the specific subject matter hereof, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a writing signed by the parties or their duly authorized agent.

7. Separability. If any part of this Agreement is determined by a court of competent jurisdiction to be contrary to, prohibited by or invalid under applicable law, such provision shall be deemed inapplicable and deemed severed from this Agreement to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible.

8. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. The parties each consent to the acceptance of signatures sent via facsimile or other electronic communication media.

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Fax both completed pages to: (501)305-2528 or email them to techsupport@s-ssecurity.com.

This Agreement entered into this ___ day of _____, _____.

Customer:

S & S Security Alarms, Inc.

By: _____

Title: _____