



Secure Care Products, Inc.

**Staff Pendant
User Guide**

REV. (A)

2/07/07

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1. Important Notices

PLEASE READ THIS MANUAL BEFORE BEGINNING
THE INSTALLATION OF A SECURE CARE SYSTEM

This installation manual is provided for reference by purchasers and installers of Secure Care Products, Inc.'s ("Secure Care's") systems. This manual is not intended as a catalog of warnings for the protection of anyone or as a substitute for obtaining professional training or assistance in the design of a facility's security procedures and systems, or in the installation, set-up, testing, support, operation, maintenance, repair or use of Secure Care's systems. Nothing in this manual modifies the terms of Secure Care's General Product Warranty Statement or of any written agreement signed by Secure Care or creates further warranties or extends benefits of any sort to anyone beyond those already expressly established in Secure Care's General Product Warranty Statement and in any written contract signed by Secure Care.

1. **Secure Care is Not Responsible for the Locks**

ALL LOCKS USED WITH SECURE CARE'S SYSTEM ARE DESIGNED, MANUFACTURED, LABELED AND DELIVERED SOLELY BY AN INDEPENDENT VENDOR OVER WHOM SECURE CARE HAS NO CONTROL AND FOR WHOSE ACTIONS OR FAILURES TO ACT SECURE CARE DISCLAIMS ALL RESPONSIBILITY. REGARDLESS OF WHETHER THE LOCKS CARRY SECURE CARE'S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE, SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS WITH RESPECT TO THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM THE FACT THAT SUCH LOCKS CARRY SECURE CARE'S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE OR FROM THE DELIVERY OR INSTALLATION OF THE LOCKS WITH SECURE CARE SOFTWARE, PARTS AND/OR PRODUCTS OR FROM A

COURSE OF DEALING OR USAGE IN TRADE. ALL RESPONSIBILITY FOR DESIGNING, MANUFACTURING, LABELING AND WARNING OF HIDDEN DEFECTS OR DANGERS IN THE LOCKS AND/OR THEIR USE WITH AND OPERATION IN THE SECURE CARE SYSTEM RESTS EXCLUSIVELY WITH THE INDEPENDENT VENDOR, AND ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES ARISING FROM THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM SHALL BE MADE SOLELY AGAINST THE INDEPENDENT VENDOR.

2. **Secure Care Is Not Responsible for The Computer Hardware.**

IF YOU PURCHASE COMPUTER HARDWARE THROUGH SECURE CARE AND REQUEST THAT SECURE CARE SOFTWARE BE INSTALLED AND TESTED ON THAT HARDWARE AT THE FACTORY, SECURE CARE WARRANTS ONLY THAT THE HARDWARE AND THE SOFTWARE PACKAGES WERE INSTALLED, SET-UP AND TESTED PRIOR TO SHIPMENT IN ACCORDANCE WITH ALL SECURE CARE PRODUCT MANUALS AND THAT, AT THE TIME THE HARDWARE AND THE SOFTWARE PACKAGES WERE FINALLY INSPECTED AT THE FACTORY, THEY WERE PERFORMING (SUBJECT TO SECURE CARE'S SPECIFIED TOLERANCES) IN ACCORDANCE WITH SECURE CARE'S SPECIFICATIONS. SECURE CARE WILL NOT BE RESPONSIBLE FOR ANY DEFECTS IN OR PROBLEMS CAUSED BY THE HARDWARE, ALL CLAIMS FOR WHICH MUST BE MADE TO THE HARDWARE MANUFACTURER AND/OR VENDOR. SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE AND/OR ITS USE WITH OR OPERATION IN THE SECURE CARE SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS WITH RESPECT TO THE HARDWARE AND/OR ITS USE WITH OR OPERATION IN THE SECURE CARE SYSTEM THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM THE FACT THAT SUCH HARDWARE CARRIES SECURE CARE'S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE OR FROM THE DELIVERY OR INSTALLATION OF THE HARDWARE WITH SECURE CARE SOFTWARE, PARTS AND/OR PRODUCTS OR FROM A COURSE OF DEALING OR USAGE IN TRADE. ALL RESPONSIBILITY FOR DESIGNING, MANUFACTURING, LABELING AND WARNING OF HIDDEN DEFECTS OR DANGERS IN THE HARDWARE AND/OR ITS USE WITH AND OPERATION IN THE SECURE CARE SYSTEM RESTS EXCLUSIVELY WITH THE

HARDWARE MANUFACTURER AND/OR VENDOR, AND ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES ARISING FROM THE HARDWARE AND/OR ITS USE WITH OR OPERATION IN THE SECURE CARE SYSTEM SHALL BE MADE SOLELY AGAINST THE HARDWARE MANUFACTURER AND/OR VENDOR.

3. **Several Factors Outside the Secure Care System Can Affect its Performance**

Secure Care's software, parts and products are designed for operation in a wireless system. However, the range, performance, and predictability of any wireless system, including Secure Care's, is dependent on several factors, including, but not limited to, the following: building structure; environmental extremes (e.g., temperature, earth tremors, air pollution, etc.); the proximity of other wireless devices; the presence of variable speed products; sources of Radio Frequency Interference (RFI); physical orientation and positioning of the equipment; and sources of Electro Static Discharge (ESD). Secure Care cannot be responsible for the effect of these types of factors on operation of its software, parts and products.

4. **The Secure Care System Must be Properly Installed**

Secure Care's system must be installed, set-up, tested, supported, operated, maintained, repaired and used only in accordance with all manuals and instructions (including the user, installation, technical and other manuals) issued by Secure Care (the "Product Manuals"). It is your responsibility to assure that any person who might be installing, setting-up, testing, supporting, maintaining or repairing the Secure Care system knows the contents of and has access to the Product Manuals and has successfully completed Secure Care technical training. It is also your responsibility to assure that any person who might be operating or using this Product knows the contents of and has access to the Product Manuals and has successfully completed Secure Care in-service training. Secure Care can not be responsible for performance problems caused by a failure to follow prescribed and appropriate procedures for installation, set-up, testing, support, operation, maintenance, repair and use.

All adjustable features on new and repaired Secure Care software, parts and products are shipped with "factory default" settings. These "factory default" settings may not comply with building and life safety codes or other applicable laws and regulations in the location where they are installed or operated. Secure Care strongly recommends, therefore, that the settings on all Secure Care software, parts and products be checked and, if necessary, reset to comply with local building and life safety codes and other applicable laws and regulations at the time of any installation, set-up, testing, support, maintenance or repair.

5. **Performance of the Secure Care System Software Depends on Proper Maintenance**

Secure Care's system is driven by software. However, the performance and reliability of any software-driven system depends on adequately maintaining the recommended minimum configuration of computing platform, operating systems and applications programs and on regularly performing industry-standard and application-specific backup processes. If recommended minimum configurations of computing platform, operating systems, and applications programs are not adequately maintained, or if appropriate backups are not regularly performed, the software may not drive the system as intended. Secure Care cannot be responsible for operational problems caused by a failure to perform these maintenance and backup procedures.

6. **Only a Qualified Service Technician Should Work on a Secure Care System**

Secure Care does not authorize, and strongly recommends against, any installation or field replacement of software, parts or products by untrained contractors or facility staff. Such work can be hazardous, can render the system ineffective and will void any Secure Care warranty or liability that might otherwise relate to the system.

Before any software, parts or products which have been designed and manufactured by Secure Care can be safely installed, set-up, tested, supported, maintained or repaired, technical training in accordance with standards established by Secure Care is required. Regardless of how Secure Care's software, parts or products are obtained, they should not be installed, set-up, tested, supported, maintained or repaired by any person who has not satisfactorily completed that technical training (a "qualified service technician".) When Secure Care's software, parts or products are sold separately from installation services, it is assumed that only a qualified service technician will conduct any installation, set-up, testing, support, maintenance or repair involving that software, part or products.

7. **Any Work Must Comply with Electrical and Life Safety Codes**

It is important that any installation, set-up, testing, support, operation, maintenance, repair or use involving the system comply with all local and national electrical and life safety codes. If you have any questions about compliance with those codes, please contact your local authorities.

8. **Immediately Have Replacements or Repairs Checked On-Site by a Qualified Service Technician**

Secure Care receives and responds to telephone and dial-in inquiries (the "Help Line") about its software, parts and products for the purpose of

discussing users' experiences with Secure Care's system, helping users better understand how their systems work, and providing ideas about what may be causing difficulties. However, Secure Care cannot accurately diagnose the cause of any problems or give complete instructions on how to fix problems over the telephone or Internet. The only way to assure that software, parts or products are installed, set-up, tested, supported, maintained or repaired correctly or that a Secure Care system is functioning properly is to have it examined on site by a qualified service technician. In addition, Secure Care software, parts and products cannot be operated or used correctly by anyone who has not successfully completed Secure Care in-service training. Secure Care's Help Line is not a substitute for on-site diagnosis and servicing by a qualified service technician or for successful completion of Secure Care in-service training. Secure Care strongly recommends that any installation, set-up, testing, support, maintenance or repair of a system that is performed by a person who has not satisfactorily completed technical training in accordance with standards established by Secure Care be immediately checked on-site by a person who has completed that technical training.

WARNING: EVEN SLIGHT MODIFICATIONS TO THE SYSTEM OR CHANGES IN THE OPERATING ENVIRONMENT MAY CAUSE SECURE CARE'S SYSTEM TO MALFUNCTION. THE ONLY WAY TO ASSURE THAT SECURE CARE'S SYSTEM HAS BEEN INSTALLED, SET-UP, TESTED, SUPPORTED, MAINTAINED AND REPAIRED CORRECTLY IS TO HAVE A QUALIFIED SERVICE TECHNICIAN DO THE WORK.

9. **The Secure Care System is not a Substitute for Careful Identification and Monitoring by Professional Staff**

Secure Care's software, parts and products have been designed to augment a facility's reasonable procedures for protecting residents and patients. However, no system or combination of procedures and equipment can eliminate all risk or assure complete security. Secure Care's system is not intended as a substitute for the careful identification and monitoring of residents and patients by a facility's professional staff.

2. Intent of the Staff Pendant Device

Contents include:

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Intent of Staff Pendant

The Secure Care Products Staff Pendant was designed to allow facility staff members to be able to put the Secure Care Products ID Exit panel into an escort mode without having to manually enter an authorized escort/reset code at the exit panel keypad. This will allow for easier travel and movement of staff with residents of infants throughout the facility and covered (protected) areas.

Purchasing New Staff Pendants

Staff Pendants are purchased directly from Secure Care Products, Inc. Part # A27010900. Please call (800) 451-7917 to order new units.

Staff Pendants are warranted 12 months per the attached General Product Warranty Statement.

Staff Pendants replaced under warranty is required to be returned to Secure Care Products, Inc. within two weeks, utilizing return shipping label provided by Secure Care Products, Inc.



Staff Pendant Description and specifications

The Staff Pendant will be used with the Secure Care Products 135 ID Exit systems. The Staff Pendant will be worn by staff members on a belt clip or by a neck lanyard. The pendant will allow them to escort a monitored resident/infant through a protected perimeter.

Specifications:

Case	Polycarbonate Plastic
Sealing Method	Ultrasonic Weld or equivalent
Input Power	3 Volt Lithium Battery
Operating Frequency	13.56MHz AM
Transmitter Life	12 Months
Markings	Engraved with pendant ID #, Exp. date, Part #, FCC ID, IC #
Certifications	FCC, IC
FCC ID :	KNKEP0001

3. Application of Pendant

Contents include:

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Lanyard Application

Locate the small metal clip on one end of the lanyard. Attach the clip to the small loop on the pendant. Adjust the lanyard loop and hang around your neck.

Belt Clip Application

Remove adhesive backing from belt clip unit and press firmly against the engraved side of the pendant. Squeeze clip and apply to belt or pocket.

Purpose

The purpose of the Secure Care Escort Pendant is to provide a safe and controlled method for escorting a resident/patient/infant wearing a transmitter through an exit without the need to punch in a code.



Storage

Because this escort pendant can allow anyone who operates it to open a door that is armed/locked due to a transmitter being present, it is imperative that this device be kept in a controlled or locked environment such as a location where prescription meds are kept.

Only those staff members with access to these controlled areas would have access to the escort pendant, thus minimizing the risk of it falling into the hands of a non-authorized staff member.

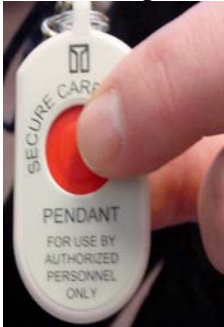


How to use the Staff Pendant

- Bring the resident/patient/infant wearing transmitter within range of the exit panel antenna, so that the red armed/locked red light is lit on the panel.



- Within a 2 foot range of the exit panel antenna, press and hold the red button on the Escort Pendant for 3 continuous seconds until the panel beeps and the top center light flashes red.



- Proceed through the exit with the resident/patient/infant wearing transmitter and make sure the exit closes behind you. This will reset the panel, and prevent accidental tailgating of another transmitter through the exit.
- For re-entry through a door, bring the resident/patient/infant wearing transmitter within range of the exit panel antenna located on the opposite side of the door.
- Within a 2 foot range of the exit panel antenna, press and hold the red button on the Escort Pendant for 3 continuous seconds until you hear the panel beep.
- Proceed through the exit with the resident/patient/infant wearing transmitter and make sure the exit closes behind you. This will reset the panel, and prevent accidental tailgating of another transmitter through the exit.
- Return the Escort Pendant to its locked and controlled storage area to prevent unauthorized usage.

5. Warranty Statement

Revised 5/25/04

SECURE CARE PRODUCTS, INC.

EXPRESS LIMITED WARRANTY STATEMENT - RETAIL SALES

PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS EXPRESS LIMITED WARRANTY STATEMENT AND BE SURE THAT YOU UNDERSTAND THEM BEFORE INSTALLING OR USING THIS PRODUCT.

THIS EXPRESS LIMITED WARRANTY STATEMENT INCLUDES ALL THE TERMS OF OUR WARRANTY TO YOU AND ALL LIMITATIONS ON WARRANTIES AND REMEDIES RELATING TO THIS PRODUCT. SECURE CARE PRODUCTS, INC. ("SECURE CARE") IS NOT BOUND BY ANY STATEMENTS, PROMISES, DESCRIPTIONS, DEMONSTRATIONS, MODELS, OR RECOMMENDATIONS SHOWN OR MADE TO YOU BY THE SELLER OR ANYONE ELSE THAT CONFLICT WITH OR EXPAND UPON THIS EXPRESS LIMITED WARRANTY STATEMENT.

IF YOU DO NOT AGREE WITH THIS EXPRESS LIMITED WARRANTY STATEMENT, DO NOT INSTALL OR USE THIS PRODUCT. YOU MAY RETURN IT IN ITS ORIGINAL PACKAGE AND CONDITION TO THE SELLER FOR A FULL REFUND. INSTALLING AND/OR USING THIS PRODUCT CONSTITUTES AGREEMENT TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY STATEMENT.

1. Notices

- A. This Product is designed for operation in a wireless system. However, the range, performance, and predictability of any wireless system is dependent on several factors, including, but not limited to, the following: building structure; environmental extremes (e.g., temperature, earth tremors, air pollution, etc.); the proximity of other wireless devices; the presence of variable speed products (e.g., clothes washers and driers); sources of Radio Frequency Interference (RFI); physical orientation and positioning of the equipment; and sources of Electro Static Discharge ("ESD"). Secure Care cannot be responsible for the effect of these types of factors on operation of this Product.
- B. This Product must be installed, set-up, tested, operated, maintained, repaired and used only in accordance with the manuals and instructions issued by Secure Care (the "Product Manuals"). It is your responsibility to assure that any person who installs, sets-up, tests, maintains or repairs this Product knows the contents of and has access to the Product Manuals and to assure that any person who operates or uses this Product has reviewed and understands the Product Manuals. If you have any questions regarding this Product and/or its installation, set-up, testing, operation, maintenance, repair or use, please call Secure Care at the telephone

number provided in section 2.B below. Secure Care is not responsible for performance problems caused by a failure to follow published and appropriate procedures for installation, set-up, testing, operation, maintenance, repair and use of this Product.

All adjustable features on new and repaired Secure Care Products are shipped with “factory default” settings. These “factory default” settings may not comply with building and life safety codes or other applicable laws and regulations in the location where they are installed or operated. Secure Care strongly recommends, therefore, that the settings on all Secure Care Products be checked and, if necessary, reset to comply with local building and life safety codes and other applicable laws and regulations at the time of any installation, set-up, testing, maintenance or repair.

- C. It is important that any installation, set-up, testing, operation, maintenance, repair or use of this Product comply with all local and national electrical and life safety codes. If you have any questions about compliance with those codes, please contact your local authorities.
- D. Secure Care receives and responds to telephone and dial-in inquiries (the “Help Line”) about its software, parts and products for the purpose of discussing users’ experiences with Secure Care’s products, helping users better understand how those products work, and providing ideas about what may be causing difficulties. However, Secure Care cannot accurately diagnose the cause of any problems or give complete instructions on how to fix problems over the telephone or Internet. The only way to assure that Products are installed, set-up, tested, maintained or repaired correctly or are functioning properly is to have them examined on site by a qualified service technician. Secure Care’s Help Line is not a substitute for on-site diagnosis and servicing by a qualified service technician.
- E. **WARNING: EVEN SLIGHT MODIFICATIONS TO THIS PRODUCT OR CHANGES IN THE OPERATING ENVIRONMENT MAY CAUSE THIS PRODUCT TO MALFUNCTION. THE ONLY WAY TO ASSURE THAT THIS PRODUCT IS INSTALLED, SET-UP, TESTED, MAINTAINED, AND REPAIRED CORRECTLY IS TO HAVE A QUALIFIED SERVICE TECHNICIAN DO THE WORK.**
- F. Secure Care’s Products have been designed to assist in monitoring the movements of one or more persons in certain locations. They cannot prevent any person from doing anything, including leaving a designated location or area. No product can eliminate all risk or assure complete security. Secure Care does not represent that the installation and use of this Product will make any person safer, less likely to do anything or protect any person’s security or health. Secure Care’s Product is not intended as a substitute for the careful monitoring of persons in all locations.

2. Express Limited Warranty

- A. SUBJECT TO THE LIMITATIONS SET FORTH IN THIS EXPRESS LIMITED WARRANTY STATEMENT – RETAIL SALES, SECURE CARE WARRANTS THAT THIS PRODUCT (SUBJECT TO SECURE CARE’S

SPECIFIED TOLERANCES AND EXCLUDING ANY EXPENDABLE ITEMS) SHALL CONFORM TO THE SPECIFICATIONS WHICH ACCOMPANY THIS PRODUCT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF INITIAL PURCHASE BY AN END-USER. THIS WARRANTY DOES NOT EXTEND TO AND IS NOT FOR THE BENEFIT OF ANY PERSON OTHER THAN THE END-USER WHO INITIALLY PURCHASES THIS PRODUCT. IN THE EVENT THAT THIS PRODUCT DOES NOT COMPLY WITH THIS WARRANTY, SECURE CARE WILL, AT ITS OPTION, EITHER REPAIR OR REPLACE THIS PRODUCT OR REFUND THE PURCHASE PRICE, PROVIDED THAT THIS PRODUCT IS RETURNED AS PROVIDED IN SECTION 2.B BELOW. REPLACEMENT OF THIS PRODUCT UNDER WARRANTY WILL NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

Secure Care may also, at its option, either repair or replace this Product after the warranty has expired, for an additional charge, provided that this Product is returned as provided in Section 2.B below. If Secure Care repairs or replaces this Product after the warranty has expired, the terms of the warranty set forth in this Section 2.A for a new Product will apply to the repaired or replaced Product, with the exception that the term will run for ninety (90) days from the date of repair or replacement.

Repair may include the replacement of parts and products with functionally equivalent, reconditioned parts or products. Any part or product replaced by Secure Care will become the property of Secure Care upon replacement.

- B. Warranty service is available by contacting Secure Care at 800-451-7917 and obtaining a Return Authorization Number. No Product may be returned to Secure Care without first obtaining a Return Authorization Number. When this Product is returned to Secure Care, please include the Return Authorization Number and a detailed written description of the problem. Issuance of a Return Authorization Number by Secure Care will not constitute an admission that there is a problem with the Product being returned, that any problem is covered by warranty or that Secure Care has any responsibility to repair, replace, make refunds for or pay claims, costs, damages or liabilities connected with the Product being returned.

NOTE: Transmitters are not repaired, nor is the warranty extended, beyond the expiration date.

If this Product is returned to Secure Care for any reason, you will retain title (unless and until a part or product is replaced, in which case you will obtain title to the replacement part or product at the time of replacement), the risk of loss, and the obligation to pay all costs of shipping, storage and other charges and obligations relating to this Product.

- C. EXCEPT AS STATED IN THIS SECTION 2, SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WHOLE OR ANY PART OF THIS PRODUCT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Limitations of Liability

- A. REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SECURE CARE'S TOTAL LIABILITY TO ALL PERSONS, WHETHER SINGLY OR TOGETHER, FOR ALL OCCURRENCES COMBINED, FOR CLAIMS, COSTS, DAMAGES OR LIABILITIES BASED ON ANY CAUSE WHATSOEVER AND ARISING FROM OR IN CONNECTION WITH THIS PRODUCT, OR THE MANUFACTURE, DISTRIBUTION, PROMOTION, SALE, INSTALLATION, SET-UP, TESTING, MAINTENANCE, OPERATION, SERVICING, USE OR PERFORMANCE OF THIS PRODUCT, SHALL NOT EXCEED THE AGGREGATE PRICE (WITHOUT INTEREST) PAID FOR THIS PRODUCT.
- B. IN NO EVENT SHALL SECURE CARE BE LIABLE TO ANYONE FOR ANY LOSS OF DATA, LOSS OF PROFITS OR LOSS OF USE OF THIS PRODUCT OR ANY EQUIPMENT, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (AS FAR AS ALLOWED WITH RESPECT TO THE IMPLIED WARRANTY OF MERCHANTABILITY, WHICH IS EXPRESSLY DISCLAIMED IN SECTION 2.C, ABOVE), EXEMPLARY, PUNITIVE, MULTIPLE, OR OTHER DAMAGES, ARISING FROM OR IN CONNECTION WITH THE MANUFACTURE, DISTRIBUTION, PROMOTION, SALE, INSTALLATION, SET-UP, TESTING, MAINTENANCE, OPERATION, SERVICING, USE OR PERFORMANCE OF THIS PRODUCT OR FROM OR IN CONNECTION WITH ANY DELAY OR FAILURE IN PROVIDING OR DELIVERING THIS PRODUCT.
- C. IN NO EVENT SHALL SECURE CARE BE LIABLE TO ANYONE FOR ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES CAUSED BY: (i) IMPROPER OR DEFECTIVE PROMOTION, DISTRIBUTION, SALE, INSTALLATION, SET-UP, TESTING, MAINTENANCE OR REPAIR OF THIS PRODUCT; (ii) IMPROPER OR DEFECTIVE OPERATION OR USE OF THIS PRODUCT; OR (iii) DETERIORATION OF THIS PRODUCT DURING STORAGE.
- D. YOU AGREE TO INDEMNIFY AND HOLD SECURE CARE HARMLESS FROM ALL CLAIMS, COSTS, DAMAGES AND LIABILITIES ASSERTED BY ANYONE FOR ANY DAMAGES THAT ARE EXCLUDED AND WAIVED, OR ARE INTENDED TO BE EXCLUDED AND WAIVED, BY THIS SECTION 3, OR WHICH ARE IMPOSED BY LAW ON BEHALF OF ANYONE BUT WHICH ARE NOT EXPRESSLY STATED IN THIS EXPRESS LIMITED WARRANTY STATEMENT.
- E. THE EXCLUSIONS, WAIVERS AND LIMITATIONS ON CLAIMS, COSTS, DAMAGES AND LIABILITIES AND ANY RIGHTS OF INDEMNIFICATION SET FORTH IN THIS SECTION 3 SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY LAW AND SHALL NOT BE EXPANDED OR NEGATED IN ANY RESPECT BY SECURE CARE'S OPERATION OF A "HELP LINE" TO RECEIVE AND RESPOND TO TELEPHONE OR DIAL-IN INQUIRES ABOUT THIS

PRODUCT, BY ANY COMMUNICATIONS THROUGH THAT “HELP LINE” OR BY ANY ACTIONS TAKEN BY ANYONE FOLLOWING COMMUNICATIONS WITH SECURE CARE OVER SUCH “HELP LINE.”

4. Governing Law

This Express Limited Warranty Statement – Retail Sales, and all questions arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to the conflict of laws provisions thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods, the 1974 Convention on the Limitation Period on the International Sale of Goods (the “1974 Convention”), and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

5. Severability

The invalidity or unenforceability of any provision of this Express Limited Warranty Statement – Retail Sales shall not affect the validity or enforceability of any other provision hereof. The disclaimers, exclusions, waivers and limitations on warranties, claims, costs, damages and liabilities set forth herein shall be read consistently with any specific country, state or local law that applies to any particular sale or use of this Product, in order to give these terms, conditions, and limitations their maximum intended effect consistent with all applicable laws.

6. Waiver

No term or condition of this Express Limited Warranty Statement – Retail Sales may be waived except in writing signed by the President or Executive Vice President of Secure Care. A waiver on one or more occasions of any term or condition of this Express Limited Warranty Statement – Retail Sales shall not constitute or be deemed to be a waiver of such term or condition on any other occasion. No delay or failure of Secure Care to exercise any right or remedy under this Express Limited Warranty Statement – Retail Sales will operate as a waiver thereof; no failure to enforce or insist upon compliance with any provision of this Express Limited Warranty Statement – Retail Sales on any one occasion shall be deemed to be a waiver of Secure Care's right to do so on another occasion; and no course of dealing will constitute a waiver, alteration, limitation or expansion of any of the parties' rights and obligations under this Express Limited Warranty Statement – Retail Sales.


6. Compliance Information Statement

Secure Care Products, Inc.	
Concord, New Hampshire USA	
Compliance Information Statement	
Conforming Product Name :	Escort Pendant Transmitter
Conforming Model or Part Number :	A27010900
Manufacturer and Responsible Party :	Secure Care Products, Inc. 39 Chenell Drive Concord, New Hampshire 03301 USA

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Michael J McHugh
Name of Responsible Person

Director of Engineering
Company Title or Position


 Authorized Signature

06/22/06
 Date

7. Secure Care Software Registry Keys

SECURE CARE PRODUCTS, INC.

STAFF PENDANT DESCRIPTION

The Secure Care Products, Inc. STAFF PENDANT (the “STAFF PENDANT”) is a non-standard feature of the Secure Care Resident System (the “System”) that provides an easy way for authorized personnel to override the warning or locking mechanism, at a monitored door.

The System is designed to detect tagged persons within a programmed range of a monitored door, and depending upon the model installed, triggers visual alarms, audible alarms, prevents passage and provides screen displays, with event recording and reporting. A standard feature of the System allows the use of a programmable code, entered at the monitored door control panel, to permit the passage of a tagged person, without triggering any visual or audible alarm or lock.

The non-standard STAFF PENDANT option utilizes a pendant, hung from the neck or otherwise attached, with a release button, that when depressed, overrides the System, giving passage through a monitored door of a tagged person.

The STAFF PENDANT is subject to Secure Care’s “Standard Terms and Conditions of Sale” (www.securecare.com/pdf/legal/1_standard_tc.pdf) and “Limited Warranty”. (www.securecare.com/pdf/legal/1_general.pdf).

ADVISORY

The use of the STAFF PENDANT by an unauthorized person, or the failure to follow the STAFF PENDANT User Guide provided can result in tagged persons gaining passage through a monitored door, without triggering any alarm or locking features.

ACKNOWLEDGEMENT

The undersigned Purchaser acknowledges that certain risks are inherent in the use of the STAFF PENDANT. To minimize that risk, procedures necessary to ensure that only authorized personnel have use of the STAFF PENDANT, and that such personnel are properly trained in its use and application, should be implemented. The Purchaser assumes the risks associated with the use of the STAFF Pendant, and the consequences of unauthorized use, or the failure to follow the STAFF PENDANT User Guide provided. The above terms and conditions are relied upon by Secure Care Products, Inc.

Signed, accepted and acknowledged this ____ day of _____, 200__.

(Purchaser) _____
By:(Signature) _____
Name: _____
Its Title: _____

Duly Authorized

8. FCC Information

FCC Information

This device Complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference and (2) this device must accept any interference received, including interference that may cause undesired operation.

Any changes or modifications not expressly approved by Secure Care Products, Inc. could void your authorization to operate this device.

9. Other