



SECURITY SYSTEM AGREEMENT

This AGREEMENT is made this [redacted] day of [redacted], 20 [redacted], by and between Customer and Company shown below.

Table with 4 columns: CUSTOMER, COMPANY, ALARM.COM, SECURITY CENTRAL. Contains contact information for all parties.

SECTION 1. DESCRIPTION OF SYSTEM:

(A) CUSTOMER will supply uninterrupted 110v electrical outlet necessary for the operation of the System. (B) CUSTOMER is responsible to provide appropriate telephone jack connections. (C) CUSTOMER shall pay for all related permit fees and costs. (D) CUSTOMER is responsible for all applicable taxes. (E) All false alarm fees are customer responsibility.

SECTION 2. LIQUIDATED DAMAGES:

IT IS AGREED BETWEEN CUSTOMER AND COMPANY THAT COMPANY IS NOT AN INSURER AND THE SYSTEM AND SERVICES ARE NOT INTENDED AS A SUBSTITUTE FOR ADEQUATE INSURANCE. CUSTOMER UNDERSTANDS AND AGREES THAT THE SYSTEM AND THE SERVICES (AND THE TRANSMITTER, IF APPLICABLE) ARE INTENDED ONLY TO PROVIDE WARNING IN CASE OF FIRE, IN OR ABOUT, OR ENTRY INTO THE PREMISES AND NOT TO PREVENT THE SAME AND THAT UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY LOSSES AS PROVIDED HEREIN, and because it is impractical and extremely difficult to fix the actual damages in such event, Company's liability hereunder shall be limited to the sum of \$250.00 as liquidated damages, and not as a penalty. COMPANY SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS OR PERSONAL INJURY OR DEATH IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FUNCTIONING OR USE OF THE SYSTEM AND THE SERVICES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE COMPANY HARMLESS IN RESPECT OF ANY INJURY, DAMAGE OR CLAIM TO PERSONS OR PROPERTY, WHICH MAY ARISE THROUGH THE OPERATION OR MAINTENANCE OF THE SYSTEM OR LACK OR FAILURE THEREOF. Customer has read and understands this paragraph and agrees to its terms. [redacted] (Customer's Initials).

SECTION 3. CENTRAL MONITORING:

IF Customer accepts central monitoring service provided by Security Central, Customer agrees to maintain the Service in effect and paid as above agreed for a minimum of 3 (Three) months from the date said System is installed and for successive [redacted] month periods thereafter on the same terms and conditions as herein contained until cancellation thereof at any time by Company or upon ninety (90) days written notice by Customer prior to the end of the initial contract. Customer shall be liable for and pay to Company any excise, sales or other taxes which may be imposed upon the Company or the Customer because of the existence of this Agreement and the carrying out of the provisions hereof. Upon cancellation, Customer authorizes Company to access and reprogram the telephone digital communicator to cease all signals and remove the account system number from the panel logic.

SECTION 4. REMOTE ACCESS / ALARM.COM SERVICE:

IF Customer also accepts remote access service provided by Alarm.com two-way service to their system, Customer agrees to maintain the Service in effect and paid as above agreed for the same number of months from the date said System is installed and for the same successive number of month thereafter on the same terms and conditions as herein contained until cancellation thereof at any time by Company or upon ninety (90) days written notice by Customer prior to the end of the initial contract as in Section 4. Customer shall be liable for and pay to Company any excise, sales or other taxes which may be imposed upon the Company or the Customer because of the existence of this Agreement and the carrying out of the provisions hereof. Upon cancellation, Customer authorizes Company to access and reprogram the telephone digital communicator to cease all signals and remove the account system number from the panel logic.

SECTION 5. SERVICES AND CHARGES:

Customer shall pay \$ [redacted] per month (payable [] Monthly [] Quarterly [] Annually in advance) for central station monitoring and/or Alarm.com service.

SECTION 6. ACCEPTANCE / DECLINES.

In addition to central monitoring monthly charges in Section 5, the following services are available a-la-carte. All monitoring charges if included in Lease payment shall be subject to terms and conditions in section 5.

- 1. Customer ACCEPTS / DECLINES Central Monitoring service provided by Security Central.
2. Customer ACCEPTS / DECLINES remote access service provided by Alarm.com.
3. Customer ACCEPTS / DECLINES Cellular Signal Monitoring as backup for an additional \$ [redacted] per month.

SECTION 7. TERM OF AGREEMENT - RENEWAL:

The term of this agreement is listed in SECTION 3. After that the agreement shall automatically renew month to month under the same terms and conditions, unless either party gives notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement. If not cancelled, SAV reserves the right to from time to time increase all charges by an amount not to exceed 9% (nine percent) each year and subscriber agrees to pay such increase.

SECTION 8. LIMITED WARRANTY, REMEDY.

Company hereby warrants to Customer that the System (and the transmitter described in section 2 if applicable), when delivered to Customer and installed by Company, will be in good working order ready for use for a period of ninety (90) days following installation (the "Warranty Period"). If any component of the System (or the transmitter) is not as warranted upon delivery or thereafter during the Warranty Period, then at any time during the Warranty Period, Customer may notify Company describing the operating deficiencies. Within ten days following receipt of such notice (or a reasonable extension if circumstances require) Company, shall, at its sole election, adjust, repair, modify or replace the System as required to satisfy this warranty, or refund the actual purchase price of the System less reasonable depreciation. This warranty does not cover malfunctions or operating deficiencies resulting from misuse or abuse of the System nor from repair or modification performed or attempted by Customer or others, nor does this warranty cover losses due to fire, theft, personal injury, death or otherwise. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND SHALL REMAIN IN EFFECT FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE DATE OF INSTALLATION OF THE SYSTEM. THIS WARRANTY SHALL TERMINATE NINETY (90) DAYS FOLLOWING THE DATE OF INSTALLATION. THE REMEDY PROVIDED FOR HEREIN IS THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. CUSTOMER HAS READ AND UNDERSTANDS THIS WARRANTY AND THE REMEDY PROVIDED HEREIN FOR ITS BREACH. EXCEPT AS EXPRESSLY SET FORTH ABOVE, COMPANY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR, AND ALL SUCH WARRANTIES ARE EXCLUDED FROM THIS AGREEMENT.

[redacted] The Security Central Terms set forth in the attached Section 23 are incorporated into, and made part of, this Agreement, and your assent to this Agreement signifies your assent to the Security Central Terms.

[redacted] The Alarm.com Terms set forth in the attached Section 24 are incorporated into, and made part of, this Agreement, and your assent to this Agreement signifies your assent to the Alarm.com Terms.

Table with 2 columns: CUSTOMER, COMPANY. Contains signature and date lines for both parties.



SECURITY SYSTEM AGREEMENT

SECTION 9. INSTALLATION:

Company agrees to install the System at Customer's premises within a reasonable period after the acceptance of this Agreement by Company's home office. Company agrees to use care to avoid harm or damage to the premises while installing any equipment referred to herein or in maintaining the same.

SECTION 10: DEFAULT, REMEDIES:

Time is of the essence in connection with payments due under this Agreement. In the event the Customer is in default in the payment of any amounts due under this agreement, Company may terminate this agreement forthwith without notice to Customer and retake possession of the System and/or the transmitter where the default is only in respect of lease or purchase payments thereon, wherever the same may be located, without any court order or further process of law; retain as liquidated damages all amounts previously received from Customer; sue for and recover all unpaid amounts due hereunder; and pursue and exercise any other remedy available to Customer at law or in equity. All remedies are cumulative and may be exercised concurrently or separately. Customer agrees to pay Company all costs and expenses, including all reasonable attorneys' fees, incurred by Company in pursuing or exercising any of its rights or remedies hereunder. Interest on unpaid amounts shall be charged at the rate of 1 1/2% per month or the highest rate allowed by law, whichever is less.

SECTION 11. NOTICES:

Customer agrees that any notice or other communication between the parties hereto will be sent to the mailing address of the parties stated herein.

SECTION 12. POWER OF ATTORNEY:

Customer hereby appoints Company its attorney-in-fact for the purpose of executing on Customer's behalf any and all forms required for the perfection of company's security interest provided for herein under the provisions of the Uniform Commercial Code as enacted in the State of South Carolina, including but not limited to any UCC-1 financing statements.

SECTION 13. FORCE MAJEURE:

Company will not be liable for any damages caused by delay in furnishing or failure to furnish equipment or services due to fire, flood, strike, lockout, and dispute with workmen, inability to obtain material, war, act of God, or any other cause beyond Company's reasonable control.

SECTION 14. GOVERNING LAW, VENUE:

This Agreement shall be construed under and governed by the laws of South Carolina, including the Uniform Commercial Code. The parties hereto submit to the jurisdiction of any federal or state court sitting in Columbia, Richland County, South Carolina, in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement.

SECTION 15. SEVERABILITY:

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons and circumstances shall remain in full force and effect.

SECTION 16. NO SETOFFS AND COUNTERCLAIMS:

Amounts due or to become due under this Agreement shall not subject to deduction by Customer for any setoff, recoupment or counterclaim arising out of this or any other agreement between Company and Customer.

SECTION 17. ASSIGNMENT:

Buyer shall not assign this Agreement or any part hereof without the prior written consent of Company.

SECTION 18. COURSE OF DEALING:

It is agreed that no evidence of prior course of dealing or usage of trade shall be admissible to modify or contradict the terms of the Agreement.

SECTION 19. ASSIGNMENT:

Company shall have the right to assign this Agreement to any other person, firm, or corporation without notice to the Customer, and shall have the further right to subcontract services which it may perform.

SECTION 20. DELINQUENCY, RECONNECT CHARGES:

In the event any payment due is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of one and one half (1 1/2%) percent per month (18% per annum) of the amount of the delinquency. If the monitoring service is deactivated because of Customer's past due balance and if Customer desires to have the service reactivated, Customer agrees to pay in advance to Company its prevailing reactivation charge.

SECTION 21. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between Customer and Company and may be waived, amended or supplemented only in writing executed jointly by Customer and Company. It is the responsibility of the Customer to carefully and thoroughly test the alarm System during the term of this Agreement, to insure that all alarm system functions work properly and that all alarm signals are accurately received at Security Central (the Central Monitoring Station). It is the responsibility of the customer to immediately report any deficiencies to Company and to make arrangements for repairs.

SECTION 22. INCREASE IN TAXES, UTILITY CHARGES, OR MONTHLY SERVICES:

Customer acknowledges that all charges set forth herein are based upon existing federal, state and local taxes, fees and utility charges, including telephone company line charges, if any. Company shall have the right, at any time, to increase the charges provided herein, to reflect any significant increases in existing or any additional taxes, fees or charges which hereafter may be imposed on Company by any utility or governmental agency relating to the service(s) provided under the terms of this Agreement, and Customer agrees to pay the same.

SECTION 23. CENTRAL STATION MONITORING AGREEMENT (if applicable)

Customer understands that Company does not provide Central Monitoring directly, but instead it is subcontracted to the below listed Central Monitoring Station:

Security Central
PO Box 5759
316 Security Drive
Statesville, NC 28677
800-438-4171

1. Under this Agreement, the Company, on receipt of an alarm signal from the premises, shall endeavor to notify the appropriate responsible law endorsement authority. The Customer agrees to give the Company the names and signatures of all persons who shall have the right to enter the premises between the regularly scheduled times for closing and opening of the premises and who may be called upon for a key to enter the premises of the Customer during

- such periods. Customer agrees to keep names up to date.
- 2. The Customer hereby agrees that the Company shall have the right to increase or decrease the monthly charge provided for herein at any time after expiration of one year from the date such system is operative under this Agreement upon giving the Customer written notice sixty (60) days in advance of the effective date of such increase or decrease, and if the Customer is unwilling to pay any such increased charge, the Customer may cancel the then unexpired term of this Agreement by notifying the Company in writing thirty (30) days prior to the otherwise effective date of any such increase. With respect to the digital communicator and to all equipment under lease, the Customer agrees to pay for equipment removal at standard rates. The Customer's cancellation option as set forth herein shall not apply to increases in charges made as a result of increases in leased line charges to the Company as a result of Public Utility Commission-approved rate increase granted to the telephone company, so long as such increases to the Customer shall be the net amount of the applicable rate increases aforementioned.
- 3. Errors or omissions in construction or installation of the system, including but not limited to failure to wire points of protection, must be called to the attention of the Company by Customer in writing within ten (10) days of completion of installation. Upon the expiration of said ten (10) days, the installation and the protection provided shall be deemed accepted by Customer. The Customer agrees to pay the Company thereafter for increases in protection or modification of the system at standard rates. Service is provided between 9:00 A.M. and 4:00 P.M. weekdays. The Customer shall permit the Company access to the premises during business hours and at all other reasonable times for any reason arising out of or in connection with the Company's rights or obligations under this Agreement. The Customer shall exercise due care to prevent false alarms and pay all fines and summons resulting there from. The Customer is responsible for frequent tests of the electronic protective system.
- 4. The Customer expressly covenants and agrees not to tamper with, disturb, injure or remove or otherwise interfere with said apparatus nor permit the same to be done. It is further agreed that the apparatus shall remain in the same location as installed, and any removal or disturbance thereof resulting from painting, altering or remodeling the fixtures or any changes whatsoever necessitating any work by way of repairs, relocation or otherwise on said apparatus, or if any Inspection Bureau having jurisdiction shall require any changes, shall be paid for by the Customer in accordance with standard charges of the Company in addition to all other charges mentioned herein.
- 5. The Company is hereby authorized to make any preparations such as drilling holes, driving nails, making attachments or doing any other things necessary or pertinent to the installation and maintenance of the electronic protection apparatus and the Company shall not be responsible for any condition of the premises created thereby during the installation, maintenance or removal of the equipment or apparatus and the Customer warrants that it has full authority from the owner and/or any other persons in control of the premises to permit the installation of the apparatus under all conditions here above mentioned.
- 6. In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
- 7. Where any device or protection is supplied, including but not limited to space protection, which is affected by turbulence of air or other disturbing conditions, Customer agrees to turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, animated display signs, animals, covering of chemical vats and any other source of air turbulence or movement which may interfere with the effectiveness of the system during closed periods while alarm system is on. In the event of a power failure or other interruption, at Customer's premises, Customer shall immediately notify the Company.
- 8. The Central Station Monitoring Company upon receipt of an alarm signal from the premises of the Customer, shall, without incurring any liability for failure to do so except that provided in paragraph 1, make every reasonable effort to do the following:
 - A. Upon receipt of a burglar alarm signal, transmit the alarm to the headquarters of the local police authority and make a reasonable effort to notify the Customer or his designated agent by calling the telephone number supplied to the Company in writing by Customer.
 - B. Upon receipt of a hold-up alarm signal, transmit the alarm to the public police department.
 - C. Upon receipt of a sprinkler signal, water flow signal, manual or automatic fire alarm signal, transmit the alarm to the public fire department and make a reasonable effort to notify the Customer or his designated representative by calling the telephone number supplied to the Company in writing by Customer.
 - D. Upon receipt of a monitor signal, make a reasonable effort to notify Customer or his designated representative by calling the telephone number supplied to the Company in writing by Customer. Paragraph 12 does not apply to local alarm systems.
- 9. This Agreement may be cancelled without prior notice, at the option of the Company, in case its central station, connecting wires, or equipment within the Customer's premises are damaged or destroyed by fire or other catastrophe so substantially that it is impractical to continue service, and may likewise be cancelled by the Customer in the event that the Customer's premises are so destroyed or damaged.
- 10. The Company assumes no liability for delay in installation of the equipment because of work schedules or for interruption of service due to strikes, riots, floods, fire, act of God or any other cause and shall not be required to supply service to the Customer while interruption of service due to any such cause shall continue. Customer recognizes that electronic systems are delicate by nature and require care and service if a proper electronic signal is to be dispatched to the central station. The Customer is responsible for frequent tests of the electronic protective system.
- 11. The Company shall not be liable for loss or damage caused by delay, interruption, stoppage in construction or maintenance from causes beyond its control and same shall not relieve payments on behalf of Customer for term.
- 12. It is further understood and agreed that the Company may remove or abandon said system in whole or in part, upon termination of this Agreement by lapse of time in the case of leases, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, that such removal or abandonment shall not be held to constitute a waiver of the right of the Company to collect any charges which have accrued or may accrue hereunder.
- 13. The Company shall have the right to assign this Agreement to any other person, firm or corporation without any notice to the Customer, and shall have the further right to subcontract any services it may perform.
- 14. THIS AGREEMENT is not binding unless approved in writing by an authorized officer of the company. In the event of failure of approval, as aforesaid, the only liability of the Company shall be to return to the Customer the amount, if any, paid to the Company upon the signing of this agreement.
- 15. Company has the right to use the Customer's name for his Promotion and Advertising purposes without the written consent of the Customer.
- 16. You may cancel any purchases made under this Agreement if such purchases took place other than at the company's business address which notice shall be posted not later than the third day (excluding Sundays and holidays) following your signing of this contract. If you choose to cancel this purchase, you must return or make available to Company at the place of delivery any merchandise in its original condition, received by you under this Agreement.
- 17. This agreement supersedes any other prior agreement or riders thereto.
- 18. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Customer's purchase order, or any other document, this contract will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

CUSTOMER'S INITIALS



SECURITY SYSTEM AGREEMENT

SECTION 24. ALARM.COM AGREEMENT (if applicable):

You have agreed to purchase residential or commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("Dealer") pursuant to an agreement with the Dealer ("Dealer Agreement"). Alarm.com Incorporated, a Delaware corporation ("Alarm.com" or "us" or "we"), has authorized the Dealer to market and sell Alarm.com's services ("Services") to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("Equipment") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("Terms") and are part of your agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

- Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.
- The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "Materials") and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.
- If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.
- THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIAL REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (a) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (b) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (c) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.
- (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.
 (B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECT OR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES.
 (C) YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES.
 (D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO

THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

- You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.
- If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.
- You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.
- TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.
- These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to *California Code of Civil Procedure section 638 et seq. and 641 through 645.1* or any successor statutes thereto.
- If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."
- YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

CUSTOMER ACKNOWLEDGES THAT; (a) THE ALARM SYSTEM SHALL CONSIST ONLY OF THE EQUIPMENT DESCRIBED ABOVE INDICATED; (b) COMPANY HAS DESCRIBED THE FULL RANGE OF PRODUCTS AND SERVICES AVAILABLE TO CUSTOMER; (c) THE BURGLAR ALARM SYSTEM IS DESIGNED TO DETECT ENTRY OR INTRUSION ONLY THROUGH THOSE OPENINGS AND/OR AREAS COVERED BY THE SYSTEM.

CUSTOMER'S INITIALS