722 E. Technology Ave. Bldg. E, Orem, UT 84097 P: 866.205.5200 F: 385.375.8088



E: support@nexsense.com W: nexsense.com	ALARM MO	NITODING	ACDEEME	NT	UT 8965074-650
Owner of Home / Business: First:		Last:	AGREEME	141	Effective Date
Spouse / Resident: First:		Last:			mm / dd / yy
Name of Business:					Social Security Homeowner / Business Owner
Premise Address:					Spouse / Resident
City:		State: Zip+4	:	+	Spouse / Resident
Billing Address: (If different from Premise)					Extended Service Option: (Residential Customer Only) \$50.00 Trip Charge
City:		State: Zip+4	:	+	(See Section 16): Yes No
Phone: (Home / Business ()	none: Spouse / (esident))	Email: (Home / Business Owner)		
Monthly Fee*		Checking Account ABA Routing	Monthly Au	to Payment	Enrollment
\$	Activation Fee	Number:			
By indicating below, if applicable, customer acknowledges	One time charge. \$199	Account Number: Credit Card Informatio	in I		
receiving appropriate terms and conditions for the following provider (check one):	Paid in Full 3 Installments	Credit Card Number:			
Alarm.com Telular		Expiration Date:		Visa Ma	asterCard Amex Discover
This agreement is made by and between NEXS date indicated above. The Company agrees to presidence or business address indicated above	orovide, or cause to be	y") and the owner of provided, the alarm	f the home or busin monitoring service	ness shown abes for the alarm	Check One Ove (the "Customer") on the effective a system (the "System") installed at the
1. THE SERVICE: Upon receipt of an alarm sign of signal, the Customer, persons submitted to signals, Company will attempt to verify that an for enhanced verification on the Customer's company will attempt to contact the approprion to the customer between 7:00 a.m. and 10:00 in the monitoring center. Company and Custom verification of an emergency condition prior to	Company on Custom emergency exists by contact list. If a contact list if economic agenciate responding agency op.m. Company may mer must comply with	ner's contact list, a calling the Customer's ed person indicates cy. For non-emerger choose not to respolocal notification and local notification and services.	juard service, and/ s primary contact r that there is an em ncy signals like low ond to non-emerg and response require	or the appropinumber and the ergency or if restery and the ency signals in the ency signal in the ency s	riate responding agency. For burglary en, if necessary, the person designated to contact is made with either person, rouble, Company will only attempt to to periods with high alarm signal traffic the nay now or in the future include visual
2. DISCLAIMER OF WARRANTIES: NEITHER CO WILL PREVENT ANY LOSS BY BURGLARY, FIRE, understands that there are no warranties which any representation or warranty, express or import heir fitness for any particular purpose, other Transmission System (See Section 9), or Comparoperly to the receipt of an alarm signal; and notified. CUSTOMER ALSO UNDERSTANDS THAT DAMAGE, OR INJURY THAT THE \$1,000 LIMIT O	, ROBBERY OR OTHER n extend beyond the fa blied, including withou er than those expressly any's or its contractor's that neither Company AT IN THE EVENT THAT	WISE, OR WILL, IN A ace of this Agreemer at limitation, about the contained in this sequipment may not nor its contractor has T THE COMPANY IS	LL CASES, PROVID nt and acknowledge he condition of the Agreement. Custom t function properly; as control over the	E THE SPECIFIL es that neither e System or mo ner understand that the Comp response time	ED NOTIFICATION SERVICE. Customer Company nor its contractor has made point or in graphs of the contractor has made so its and acknowledges that the System cany or its contractor may not respond or capability of any agency or person
3. SERVICE FEES AND TERM OF AGREEMENT: to the provisions hereof, and shall thereafter au a signed request for cancellation to Company we the then-current term. If cancelled, this Agreem applicable taxes, permit fees, false alarm charge charges, if applicable, whether imposed on Corof this agreement is 60 months or more; howe Customer agrees to an Initial Term of less than notice. There is a twenty five dollar (\$25.00) colocated may require that Customer obtain and fails to maintain and/or provide or update any the Services without notice to Customer.	Itomatically renew on a Inich includes Custome Inent ends on the last of es, communication cha Inpany or Customer. The ver, the Company many charge on each failed In maintain at Custome	a month-to-month beer's name, address, a day of the then-curre arges, failed paymenthe Company may now y increase Total Mon'y may increase Total payment. Customer er's expense a license	asis ("Renewal Term ccount number, and ent term. Customer at charges, guard ch at increase the Total thly Fee during the Monthly Fee up to understands that the er or permit for the	n"). Customer I d password at I agrees to pay arges, service Monthly Fee of Initial Term up 5% annually d the city or cou use and monit	may cancel this Agreement by sending east thirty (30) days before the end of the Total Monthly Fee above plus all charges, late charges, or other related during the Initial Term if the Initial Term to 5% annually without prior notice if uring any Renewal Term without prior nty in which Customer's Premises are oring of an alarm system. If Customer
THERE IS NO FINANC	FINANCI E CHARGE OR COST	AL DISCLOSURE S T OF CREDIT (0%	TATEMENT APR) ASSOCIATE	D WITH THIS	AGREEMENT
Initial Term is: \$		Total of Payments fo (Plus applicable levie			(A x B)
Late Charge - Company may impose a late charge ach payment that is more than ten (10) days p	rge of up to \$5 on		pay amounts due und	der See Section 8	3 of this Agreement for information yment, default, and liquidated damages.
CUSTOMER RESPONSIBILITY TO READ AGREENTHE NOTICE OF CANCELLATION FORM AND HIS SIDE AND INCORPORATED BY REFERENCE HER DOLLAR (\$1,000) LIMITATION OF LIABILITY IN SICLAUSE IN SECTION 14, AND AN AUTHORIZATION TO COMPANY BY THE METHOD SPECIFIED TIME OF EXECUTION OF THIS AGREEMENT.	IAS RÉAD AND UNDE REIN.THESE TERMS AN SECTION 5, A LIST OF (DN TO OBTAIN A CONS	RSTOOD ALL TERMS ID CONDITIONS INCL CUSTOMER'S DUTIES UMER CREDIT REPO	S AND CONDITION: UDE A DISCLAIMER IN SECTION 6, TRA RT IN SECTION 19. (S INCLUDING 1 R OF WARRAN NSMISSION SY CUSTOMER AUT	THOSE CONTAINED ON THE REVERSE TIES IN SECTION 2, A ONE THOUSAND 'STEM IN SECTION 9, AN ARBITRATION THORIZES PAYMENT OF ALL AMOUNTS
RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCERD TRANSACTION. PLEASE SEE THE ATTACHED NO ACCEPTED AND COPY RECEIVED BY:	OTICE OF CANCELLATI THIS AGREEMENT		XPLANATION OF T ING UPON COMPAI	HIS RIGHT.	JSINESS DAY AFTER THE DATE OF THIS
Homeowner/Business Owner Signature	Date	Repre	sentative Signature		State ID#
Spouse/Resident Signature	Date	FOR OFFICE USE ON	Name		
Digital Monitoring Account Nun		Date Installed		t Billing Date:	Trans ID:

Homeowner/Business Owner Signature		ate	Representative Signature				State ID#						
Spouse/Resident Signature	Dat	te		Rep Last Name									
opouse, resident signature	24.		FOR OFFICE USE ON	Υ									
Digital Monitoring Two-Way Voice	Account Number		Date Installed:		Next	Billing I	Date:	уу	Trans	ID:			
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nexsense ready for next

NOTICE OF CANCELLATION

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YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO. THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS

	,		F THIS CANCELLATION NOTICE OR ANY OTHER V	
Nexsense email: support@nexsense.com	NOT LATER THAN		I HEREBY CANCEL THIS TRANSACTION	
fax: 385.375.8088 MIDNIGHT OF:		BUYER'S NAME PRINTED:		
722 E. Technology Ave., Bldg. E. Orem. UT 84097	/	/	BUYER'S SIGNATURE:	DATE:

- **4. BILLING/LATE CHARGES/ FAILED PAYMENTS:** In the event any Late Charges or Failed Payment Charges are held to be in excess of the highest lawful amount, such charges shall be reduced to the highest lawful amount, and any excess charges will be promptly refunded or credited to Customer's account. Autopay and credit card payment Customers will not receive a billing statement.
- 5. COMPANY IS NOT AN INSURER AND LIMITATION OF LIABILITY: CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMPANY NOR ITS CONTRACTOR IS AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF. Customer further acknowledges and agrees that if any insurance is desired, Customer must obtain it. In addition to the Company's other rights at law or under this Agreement, the Customer specifically releases the Company and its contractor from any liability for any event or condition covered by the Customer's insurance. CUSTOMER UNDERSTANDS AND AGREES THAT IF COMPANY OR ITS CONTRACTOR SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO COMPANY'S OR ITS CONTRACTOR'S NEGLIGENCE, FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR FAILURE OF THE MONITORING SERVICE OR THE EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S AND ITS CONTRACTOR'S LIABILITY SHALL BE LIMITED TO THE SUM OF ONE THOUSAND DOLLARS (\$1,000) AND THIS LIABILITY SHALL BE COMPANY'S OR ITS CONTRACTOR'S SOLE AND EXCLUSIVE LIABILITY. In addition, Customer understands and agrees any home automation or interactive services provided by Company or its Contractor are also subject to this \$1,000 limit of liability, and Company shall not be responsible if such systems or services fail for any reason. If Customer wishes Company or its contractor to assume a greater liability, Customer may obtain from Company a higher limitation of liability by paying an additional periodic service charge to Company. If Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and the amount of the liability and the additional periodic charge. Such rider and additional obligation shall in no way be interpreted to hold Company or its contractor as an insurer.
- 6. CUSTOMER'S DUTIES: Customer shall maintain the System in good operating condition. CUSTOMER IS RESPONSIBLE FOR TESTING THE SYSTEM MONTHLY AND ANYTIME THERE IS A CHANGE TO ANY ASPECT OF THE TRANSMISSION SYSTEM (SEE SECTION 9). CUSTOMER AGREES TO PROVIDE COMPANY AND ITS CONTRACTOR WITH WRITTEN NOTICE OF ANY CHANGES, REVISIONS, OR MODIFICATIONS TO THE TRANSMISSION SYSTEM AND FURTHER AGREES TO PROVIDE AND MAINTAIN CURRENT AND CORRECT SUBSCRIBER AND EMERGENCY CONTACT INFORMATION WITH COMPANY AND ITS CONTRACTOR. THE CUSTOMER MUST ALSO NOTIFY COMPANY OR ITS CONTRACTOR PROMPTLY IF CUSTOMER BELIEVES THERE IS A PROBLEM WITH THE TRANSMISSION SYSTEM. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm system have been obtained. CUSTOMER'S DUTIES UNDER THIS SECTION ARE IMPORTANT TO ENSURE THAT THE TRANSMISSION SYSTEM FUNCTIONS PROPERLY. IF CUSTOMER FAILS TO PERFORM SUCH DUTIES, COMPANY AND ITS CONTRACTOR WILL NOT BE LIABLE FOR DAMAGES OR SUBJECT TO A PENALTY AS A RESULT.
- 7. FAMILIARIZATION PERIOD: CUSTOMER UNDERSTANDS THAT CUSTOMER'S PREMISES MAY BE LOCATED IN A JURISDICTION WHICH REQUIRES BY LAW A FAMILIARIZATION PERIOD FOR A CERTAIN NUMBER OF DAYS. CUSTOMER UNDERSTANDS THAT, DURING SUCH PERIOD, COMPANY HAS NO OBLIGATION TO NOTIFY ANY AUTHORITIES OF ANY INTRUSION ALARM SIGNAL THE COMPANY RECEIVES FROM CUSTOMER'S PREMISES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.
- 8. DEFAULT, DISCONNECTION AND REMEDIES: Customer will be in default and breach of this agreement if Customer 1) fails to pay any fees or charges when due and such failure continues for ten (10) days after issuance of written notice by Company; 2) generates, in Company's sole judgment, excessive false alarms; or 3) fails to perform other obligations set forth in this Agreement. In the event of a default, the Company may, by notice to Customer, terminate Customer's monitoring services. COMPANY'S RESPONSIBILITIES AND LIABILITIES UNDER THIS AGREEMENT SHALL ALSO IMMEDIATELY CEASE, AND COMPANY AND ITS CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY WARRANTIES OR SERVICES PROVIDED UNDER THIS AGREEMENT. Customer will remain responsible for all charges incurred prior to the effective date of the service termination. If Customer breaches this Agreement during its Initial Term or any Renewal Term, Customer acknowledges that it will cause substantial damage to Company, and because it would be difficult if not impossible to determine the amount of such damage, Customer will also pay as liquidated damages and not as a penalty either an amount equal to eighty (80%) percent of the remaining payments owed during the Initial or any Renewal Term or all sums the Company may be entitled to under state law and, in either case, any related levies, court costs, collection costs, and attorney fees. All amounts are due immediately without presentment, demand, protest or further notice, all of which Customer expressly waives.
- 9. TRANSMISSION SYSTEM: Customer's System communicates with the Company's monitoring facility utilizing one or more networks telephone, cable, Internet, cellular, or radio. It may also utilize equipment in Customer's home telephone or cable equipment, modem, router, power supply. Together, the System, the network and other equipment represent the "Transmission System". This Transmission System is beyond the control of Company and Company takes no responsibility for its reliability or its continued compatibility with this intended usage. Each network and the related in-home equipment has its own inherent risks and reliability levels and the Customer should consider their own needs and requirements before choosing a Transmission System. IN ORDER FOR THE SYSTEM TO TRANSMIT SIGNALS OVER THE INTERNET, IT MUST HAVE UNINTERRUPTED ACCESS TO AN ALWAYS-ON HIGH-SPEED INTERNET CONNECTION. If a signal from Customer's System does not reach Company's monitoring facility for any reason, Company will not be able to respond. Communication issues might include, but are not limited to, network outages, severed lines, lack of power to key components, signal jamming, obsolescence or failure of components, and/or changes in laws or regulations. Company is not responsible for notifying Customer of such communication issues. The Customer should test the System on a regular monthly basis and any time there is a change to any aspect of the Transmission System (See Section 6). The Customer should immediately notify the Company of any changes to the Transmission System (including use of DSL, VoIP or other broadband services as these may interfere with or prevent signal transmission) or any communication issues identified by Customer during testing. IF THE TRANSMISSION SYSTEM USES A TELEPHONE LINE AND THAT LINE IS DISCONNECTED, THE ALARM TRANSMISSION WILL FAIL. If Customer has chosen a means of communication that causes the System to seize control of a communication network in order to communicate with the monitoring facility, Customer
- 10. INTERRUPTION OF SERVICE: Neither Company nor its contractor assumes any liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, interruption or unavailability of communication network service, acts of God, or for any other cause beyond the control of Company or its contractor. In case of such an event, Company may suspend the monitoring service and/ or this Agreement without liability and without notification to Customer. Company or its contractor may suspend or cancel this Agreement without notice, liability, or penalty should the System, Customer's Premises or Company's or its contractor's monitoring facilities become so substantially damaged that further service is impractical. Customer will remain responsible to pay for services provided. Neither Company nor its contractor shall have any liability for delay in installation or maintenance of the equipment.
- 11. THIRD PARTY INDEMNIFICATION: Customer agrees to and shall indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, contractors and any person or entity for whom the Company is legally responsible, from and against any and all claims arising from this Agreement brought by parties other than the parties to this Agreement.

- 12. SUBROGATION: Unless prohibited by Customer's insurance policy, Customer hereby discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Customer's Premises whether said claims are made by Customer, his agents, insurance carrier, or other parties claiming under or through Customer. Customer agrees to indemnify, defend and hold harmless Company and its contractor from any action for subrogation that may be brought against Company or its contractor by any insurer or insurance carrier, or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fees. Customer shall notify their insurance carrier of the terms of this provision.
- **13. LIMITATION ON ACTIONS:** To the extent permitted by law both parties hereby agreethat no suit or action that relates in any way to this Agreement (whether based uponcontract, negligence or otherwise) shall be brought against the other party more than one (1) year after the accrual of the cause of action
- 14. BINDING ARBITRATION: THE PARTIES AGREE TO RESOLVE THROUGH BINDING ARBITRATION ALL CLAIMS, DISPUTES, OR LAWSUITS (COLLECTIVELY "CLAIMS"), REGARDLESS OF THEIR NATURE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER BUSINESS RELATIONSHIP BETWEEN THE PARTIES. The parties agree that arbitration shall be conducted in accordance with the commercial rules of the Federal Arbitration Act (FAA). Arbitration or any related litigation will take place in Dallas, Texas, unless both parties agree to a different location. The arbitration shall be conducted by an attorney who is knowledgeable about the security industry. The arbitrator is not authorized to grant punitive damages. Customer and Company agree that each may bring claims against the other only in Customer or Company's individual capacity, and not as a Plaintiff or class member in any purported class or representative proceeding. Further, unless both Customer and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not preside over any form of a representative or class proceeding of which these claims will be a part. All direct and indirect costs for arbitration will be paid by the non-prevailing party or split in an equitable manner by the arbitrator. The arbitration proceedings, including decisions and awards, shall be held in confidence by both parties. The parties acknowledge that by executing this Agreement, they are waiving all rights to a jury or bench trial for all claims between the parties.
- **15. FALSE ALARMS:** Customer understands that local authorities may impose fines for false alarms or signals, and Customer agrees to be responsible for these fines and any related costs whether they are levied directly on Customer or on the Company, its contractors, or subcontractors.
- **16. EXTENDED SERVICE OPTION:** If Customer requests repair service (other than service pursuant to an original installation warranty), Company or its contractor may agree to provide such repair service during its regular business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (excluding holidays) for fifty dollars (\$50) per service trip (or at Company's customary rates outside of the specified hours or days) for as long as Company provides Customer's monitoring service and Customer is current on all payments. Customer is responsible for repairs to or replacements of batteries; key fobs; alarm screens; cellular equipment; cameras; video equipment; and home automation or interactive notification services, equipment, hardware or software. Customer is also responsible for damage caused by abuse, misuse, faulty connections, tampering, construction, vandalism, theft, acts of God, cosmetic damage or any other cause other than normal wear and tear.
- 17. FIRE PREVENTION DEVICES: Any fire or life safety device (including smoke detectors, carbon monoxide detectors or other auxiliary detectors) must be installed and operated in strict accordance with manufacturer's and/or Company's specifications, tested at least monthly (see section 6) and used in conjunction only with UL certified devices. To the extent fire or life safety devices rely on other devices not connected to the System, Customer must ensure that all devices, whether connected to the System or not, are powered by an always-on power source or live battery. Customer agrees that if power is cut-off, the battery is low or dead, or a fire event cuts off the electricity or results in a loss of power that the fire or life safety devices will not operate, the alarm will not sound and no signals will be transmitted to Company. Customer also must verify on a regular basis that all fire or life safety devices can properly transmit signals via the Transmission System (see Sections 6 and 9). Lastly, Customer agrees that the number and location of any fire or life safety devices can be governed by requirements or recommendations in national, state, and local laws, codes, and standards, and that any such fire or life safety devices may not fulfill such requirements or recommendations for number or location, and it is Customer's sole responsibility to comply with applicable laws, codes and standards relating to installation, placement, or maintenance of any such fire or life safety devices.
- **18. ASSIGNMENT:** This Agreement may not be assigned in whole or in part by Customer. Company may assign or subcontract all or any portion of this Agreement without notice to Customer and any such assignee or subcontractor shall be entietld to the rights, benefits, privileges and protection afforded to Company under the terms of this Agreement.
- **19. ACKNOWLEDGMENT:** In compliance with the Fair Credit Reporting Act (FCRA), Customer is authorizing Company now and at any time during the term of this Agreement to obtain a consumer credit report. Customer should refer to the FCRA for further explanations of Customer's rights.
- **20. ENTIRE AGREEMENT:** This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. Company's or its contractor's duty and obligation to provide monitoring service to Customer arise solely from this Agreement. This Agreement supersedes all prior representations, understandings, or agreements of the parties. This Agreement can only be modified (a) in writing, signed by the parties or their duly authorized agents or (b) by written notice sent by Company to Customer, provided that Customer does not object in writing within thirty (30) days after receiving the notice. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Customer agrees that Company may convert this Agreement to electronic media, which may serve as the exclusive original.
- **21. PRIVACY:** Company will use commercially reasonable efforts to maintain the privacy of Customer's information. Customer understands that Company cannot guarantee privacy and agrees not to hold the Company liable for any claims, loss, damages, or costs that may result from loss of privacy. Customer consents to Company contacting him/her about new products and services. Customer consents to the recording of all communications between the Customer and the Company.
- 22. LICENSING: If you are an Alabama resident, complaints against the licensee may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., PMB 392, Montgomery, AL 36116, (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209, (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, P.O. Box 942507 Sacramento, CA 94258 (916) 574-7950. In Florida, licensing is regulated by the Florida Department of Business and Professional Regulation. Complaints may be directed to the Department of Business and Professional Regulation, Division of Regulation / Compliance Consumer Services, 1940 N. Monroe St., Tallahassee, FL 32399. In New York, complaints may be directed to NYS Department of State, Division of Licensing Services, Complaint Review Office, 123 William Street, 19th Floor, New York, NY 10038, (212) 417-5790. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 1631 Midtown Place, Suite 104, Raleigh, NC 27609, (919)875-3611. In Texas, licensing is regulated by the Texas Department of Public Safety, Commission on Private Security Bureau, P.O. Box 4087, Austin, TX 78773, (512) 424-7710.



Alarm.com Terms

IMPORTANT -- READ CAREFULLY: 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.

A1. 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.

A2. 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.

A3. 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,

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALLY 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.

A5. (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 ORTAINED BY YOU FROM A THIRD PARTY

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.

A6. 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 orwater damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.

A7. 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.

A8. 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

A9. 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.

A10. 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.

A11. 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."

A12. 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.

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