W: nexsense.com

Owner of Home / Business:

Spouse / Resident:

Name of Business:

First:

First:

ALARM MONITORING AGREEMENT

Last

Last:

Effective Date Social Security	Effective Date	nexsense ready for next
Social Security Homeowner / Business Owner Spouse / Resident Extended Service Option: (Residental Customer Only) SSO On Trp Charge (See Section 16): Ves No The Check One Boove (the "Customer") on the effective may system (the "System") installed at the ing to notify, as appropriate to the type priate responding agency. For burglary then, if necessary, the person designated for contact is made with either person, it trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. SYSTEM OR THE MONITORING SERVICES FIED NOTIFICATION SERVICE. Customer er Company nor its contractor has made monitoring service, their merchantibility, and and acknowledges that the System, only and the contact is contractor may not responding or capability of any agency or person OR INDIRECTLY LIABLE FOR ANY LOSS, Term") unless earlier terminated pursuanter may cancel this Agreement by sending at least thirty (30) days before the end of pay the Total Monthly Fee above plus as charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually during any Renewal Term of the the city or county in which the monitoring of the little of the county in which termit for the use and monitoring of an be held responsible for performing the little of the county in which termit for the use and monitoring of an be held responsible for performing the ST INOSE CONTAINED ON THE REVERS NIES IN SECTION 9, AN ARBITRATION UTHORIZES PAYMENT OF ALLA MOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE BUSINESS DAY AFTER THE DATE OF THIS State ID# State ID# Trans ID: Trans	Social Security	
Social Security Homeowner / Business Owner Spouse / Resident Extended Service Option: (Residental Customer Only) SSO On Trp Charge (See Section 16): Ves No The Check One Boove (the "Customer") on the effective may system (the "System") installed at the ing to notify, as appropriate to the type priate responding agency. For burglary then, if necessary, the person designated for contact is made with either person, it trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. SYSTEM OR THE MONITORING SERVICES FIED NOTIFICATION SERVICE. Customer er Company nor its contractor has made monitoring service, their merchantibility, and and acknowledges that the System, only and the contact is contractor may not responding or capability of any agency or person OR INDIRECTLY LIABLE FOR ANY LOSS, Term") unless earlier terminated pursuanter may cancel this Agreement by sending at least thirty (30) days before the end of pay the Total Monthly Fee above plus as charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually during any Renewal Term of the the city or county in which the monitoring of the little of the county in which termit for the use and monitoring of an be held responsible for performing the little of the county in which termit for the use and monitoring of an be held responsible for performing the ST INOSE CONTAINED ON THE REVERS NIES IN SECTION 9, AN ARBITRATION UTHORIZES PAYMENT OF ALLA MOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE BUSINESS DAY AFTER THE DATE OF THIS State ID# State ID# Trans ID: Trans	Social Security	Effective Date
Social Security	Social Security Homeowner / Plusiness Owner	
Extended Service Option: (Residential Customer Only) \$50.00 Trip Charge (See Section 16): WesterCard Amex Discover	Extended Service Option: (Residential Customer Only) \$50.00 Trip Charge (See Section 16): WesterCard Amex Discover	
Extended Service Option: (Residential Customer Only) (Soo Trip Charge (See Section 16): (It is a feet in the properation of the person obling in the set in the person departs the person departs the person departs the person obling in the little set in the set in	Extended Service Option: (Residential Customer Only) (Soo Trip Charge (See Section 16): (It is a feet in the properation of the person obling in the set in the person departs the person departs the person departs the person obling in the little set in the set in	
(Residential Customer Only) \$50.00 Trip Charge (See Section 16): Wes No	(Residential Customer Only) \$50.00 Trip Charge (See Section 16): Wes No	Spouse / Resident
MasterCard Amex Discover Check One Boove (the "Customer") on the effective m system (the "System") installed at the ing to notify, as appropriate to the type priate responding agency. For burglary hen, if necessary, the person designated in contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. WSTEM OR THE MONITORING SERVICES FIED NOTIFICATION SERVICE. Customer or Company nor its contractor has made monitoring service, their merchantibility, dis and acknowledges that the System, mpany or its contractor may not respond the or capability of any agency or person or INDIRECTLY LIABLE FOR ANY LOSS, Ferm") unless earlier terminated pursuant er may cancel this Agreement by sending the least thirty (30) days before the end of pay the Total Monthly Fee above plus a charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually without prior 5% annually during any Renewal Term dist that the city or county in which ermit for the use and monitoring of an be held responsible for performing the IS AGREEMENT (A x B) d rate increases) THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION UTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE SUSINESS DAY AFTER THE DATE OF THIS STATE ID: Trans ID:	MasterCard Amex Discover Check One Boove (the "Customer") on the effective m system (the "System") installed at the ing to notify, as appropriate to the type priate responding agency. For burglary hen, if necessary, the person designated in contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. WSTEM OR THE MONITORING SERVICES FIED NOTIFICATION SERVICE. Customer or Company nor its contractor has made monitoring service, their merchantibility, dis and acknowledges that the System, mpany or its contractor may not respond the or capability of any agency or person or INDIRECTLY LIABLE FOR ANY LOSS, Ferm") unless earlier terminated pursuant er may cancel this Agreement by sending the least thirty (30) days before the end of pay the Total Monthly Fee above plus a charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually without prior 5% annually during any Renewal Term dist that the city or county in which ermit for the use and monitoring of an be held responsible for performing the IS AGREEMENT (A x B) d rate increases) THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION UTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE SUSINESS DAY AFTER THE DATE OF THIS STATE ID: Trans ID:	(Residential Customer Only) \$50.00 Trip Charge (See Section 16):
MasterCard Amex Discover Check One Bove (the "Customer") on the effective m system (the "System") installed at the role of the responding agency. For burglary hen, if necessary, the person designated in contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. YSTEM OR THE MONITORING SERVICES FIED NOTIFICATION SERVICE. Customer are Company nor its contractor has made monitoring service, their merchantibility, dis and acknowledges that the System, meany or its contractor may not respond the or capability of any agency or person or INDIRECTLY LIABLE FOR ANY LOSS, Ferm") unless earlier terminated pursuant are may cancel this Agreement by sending the least thirty (30) days before the end of pay the Total Monthly Fee above plus a charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually without prior shannally during any Renewal Term dist that the city or county in which ermit for the use and monitoring of an be held responsible for performing the less that the city or county in which ermit for the use and monitoring of an be held responsible for performing the list Agreement for information payment, default, and liquidated damages. THIS AGREEMENT AGREEMENT State ID# State ID#	MasterCard Amex Discover Check One Bove (the "Customer") on the effective m system (the "System") installed at the role of the responding agency. For burglary hen, if necessary, the person designated in contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. YSTEM OR THE MONITORING SERVICES FIED NOTIFICATION SERVICE. Customer are Company nor its contractor has made monitoring service, their merchantibility, dis and acknowledges that the System, meany or its contractor may not respond the or capability of any agency or person or INDIRECTLY LIABLE FOR ANY LOSS, Ferm") unless earlier terminated pursuant are may cancel this Agreement by sending the least thirty (30) days before the end of pay the Total Monthly Fee above plus a charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually without prior shannally during any Renewal Term dist that the city or county in which ermit for the use and monitoring of an be held responsible for performing the less that the city or county in which ermit for the use and monitoring of an be held responsible for performing the list Agreement for information payment, default, and liquidated damages. THIS AGREEMENT AGREEMENT State ID# State ID#	
check One shove (the "Customer") on the effective m system (the "System") installed at the many contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. **STEM OR THE MONITORING SERVICES** FIED NOTIFICATION SERVICE. Customer er Company nor its contractor has made monitoring service, their merchantibility, and and acknowledges that the System, nearly or its contractor may not respond the or capability of any agency or person or INDIRECTLY LIABLE FOR ANY LOSS, **Term") unless earlier terminated pursuanter may cancel this Agreement by sending it least thirty (30) days before the end of pay the Total Monthly Fee above plus at charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually without priors annually during any Renewal Term ands that the city or county in which ermit for the use and monitoring of an be held responsible for performing the **IS AGREEMENT** **IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 3, AN ARBITRATION STATES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE SUSINESS DAY AFTER THE DATE OF THIS **IT Trans ID:* **IT	check One shove (the "Customer") on the effective m system (the "System") installed at the many contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. **STEM OR THE MONITORING SERVICES** FIED NOTIFICATION SERVICE. Customer er Company nor its contractor has made monitoring service, their merchantibility, and and acknowledges that the System, nearly or its contractor may not respond the or capability of any agency or person or INDIRECTLY LIABLE FOR ANY LOSS, **Term") unless earlier terminated pursuanter may cancel this Agreement by sending it least thirty (30) days before the end of pay the Total Monthly Fee above plus at charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually without priors annually during any Renewal Term ands that the city or county in which ermit for the use and monitoring of an be held responsible for performing the **IS AGREEMENT** **IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 3, AN ARBITRATION STATES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE SUSINESS DAY AFTER THE DATE OF THIS **IT Trans ID:* **IT	t Enrollment
check one shove (the "Customer") on the effective m system (the "System") installed at the mystem (the "System") installed at the person designated for no contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. WSTEM OR THE MONITORING SERVICES FIED NOTIFICATION SERVICE. Customer or Company nor its contractor has made monitoring service, their merchantibility, and and acknowledges that the System, anany or its contractor may not respond or capability of any agency or person or INDIRECTLY LIABLE FOR ANY LOSS, Term") unless earlier terminated pursuanter may cancel this Agreement by sending at least thirty (30) days before the end or pay the Total Monthly Fee above plus at charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually without prior 5% annually during any Renewal Term of Sy annually during on the held responsible for performing the may make the city or county in which ermit for the use and monitoring of an be held responsible for performing the soft this Agreement for information payment, default, and liquidated damages. THIS AGREEMENT (A x B) drate increases) 1 B of this Agreement for information payment, default, and liquidated damages. THIS AGREEMENT (A x B) System IN SECTION 9, AN ARBITRATION JHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE SUSINESS DAY AFTER THE DATE OF THIS State ID#	check one shove (the "Customer") on the effective m system (the "System") installed at the mystem (the "System") installed at the person designated for no contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. WSTEM OR THE MONITORING SERVICES FIED NOTIFICATION SERVICE. Customer or Company nor its contractor has made monitoring service, their merchantibility, and and acknowledges that the System, anany or its contractor may not respond or capability of any agency or person or INDIRECTLY LIABLE FOR ANY LOSS, Term") unless earlier terminated pursuanter may cancel this Agreement by sending at least thirty (30) days before the end or pay the Total Monthly Fee above plus at charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually without prior 5% annually during any Renewal Term of Sy annually during on the held responsible for performing the may make the city or county in which ermit for the use and monitoring of an be held responsible for performing the soft this Agreement for information payment, default, and liquidated damages. THIS AGREEMENT (A x B) drate increases) 1 B of this Agreement for information payment, default, and liquidated damages. THIS AGREEMENT (A x B) System IN SECTION 9, AN ARBITRATION JHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE SUSINESS DAY AFTER THE DATE OF THIS State ID#	
above (the "Customer") on the effective m system (the "System") installed at the mystem (the mystem) in the future responded from contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. **YSTEM OR THE MONITORING SERVICES**FIED NOTIFICATION SERVICE.** Customer are Company nor its contractor has made monitoring service, their merchantibility, ands and acknowledges that the System, npany or its contractor may not respond at or capability of any agency or person on INDIRECTLY LIABLE FOR ANY LOSS, **Term") unless earlier terminated pursuant are may cancel this Agreement by sending at least thirty (30) days before the end of pay the Total Monthly Fee above plus at charges, late charges, or other related in the late of the mystem of the initial Term if the Initial Term up to 5% annually without prior mystem (the mystem) of the mystem of the	above (the "Customer") on the effective m system (the "System") installed at the mystem (the mystem) in the future responded from contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. **YSTEM OR THE MONITORING SERVICES**FIED NOTIFICATION SERVICE.** Customer are Company nor its contractor has made monitoring service, their merchantibility, ands and acknowledges that the System, npany or its contractor may not respond at or capability of any agency or person on INDIRECTLY LIABLE FOR ANY LOSS, **Term") unless earlier terminated pursuant are may cancel this Agreement by sending at least thirty (30) days before the end of pay the Total Monthly Fee above plus at charges, late charges, or other related in the late of the mystem of the initial Term if the Initial Term up to 5% annually without prior mystem (the mystem) of the mystem of the	MasterCard Amex Discover
Im system (the "System") installed at the sing to notify, as appropriate to the type priate responding agency. For burglary then, if necessary, the person designated in contact is made with either person, it trouble, Company will only attempt to in periods with high alarm signal traffic in may now or in the future include visual ement. SYSTEM OR THE MONITORING SERVICES FIED NOTIFICATION SERVICE. Customer are Company nor its contractor has made monitoring service, their merchantibility, and and acknowledges that the System, in pany or its contractor may not respond the or capability of any agency or person OR INDIRECTLY LIABLE FOR ANY LOSS, Ferm") unless earlier terminated pursuanter may cancel this Agreement by sending at least thirty (30) days before the end of pay the Total Monthly Fee above plus at charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually without prior 5% annually during any Renewal Term odds that the city or county in which the intermit for the use and monitoring of an be held responsible for performing the IS AGREEMENT IS AGREEMENT (A x B) d rate increases) THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION UTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE SUSINESS DAY AFTER THE DATE OF THIS State ID# State ID# State ID#	Im system (the "System") installed at the sing to notify, as appropriate to the type priate responding agency. For burglary then, if necessary, the person designated in contact is made with either person, it trouble, Company will only attempt to in periods with high alarm signal traffic in may now or in the future include visual ement. SYSTEM OR THE MONITORING SERVICES FIED NOTIFICATION SERVICE. Customer are Company nor its contractor has made monitoring service, their merchantibility, and and acknowledges that the System, in pany or its contractor may not respond the or capability of any agency or person OR INDIRECTLY LIABLE FOR ANY LOSS, Ferm") unless earlier terminated pursuanter may cancel this Agreement by sending at least thirty (30) days before the end of pay the Total Monthly Fee above plus at charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually without prior 5% annually during any Renewal Term odds that the city or county in which the intermit for the use and monitoring of an be held responsible for performing the IS AGREEMENT IS AGREEMENT (A x B) d rate increases) THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION UTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE SUSINESS DAY AFTER THE DATE OF THIS State ID# State ID# State ID#	
priate responding agency. For burglary hen, if necessary, the person designated no contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. WISTEM OR THE MONITORING SERVICES. FIED NOTIFICATION SERVICE. Customer or Company nor its contractor has made monitoring service, their merchantibility, nds and acknowledges that the System, npany or its contractor may not respond the or capability of any agency or person or INDIRECTLY LIABLE FOR ANY LOSS, and acknowledges that the System, pany or its contractor may not respond the price of the contractor of the contractor may not respond the price of the contractor of the contractor may not respond to the charges, late charges, or other related of the contractor of the contractor of the initial Term up to 5% annually without prior of the contractor of the initial Term if the Initial Term up to 5% annually without prior of the initial Term if the Initial Term if the Unitial Term if the Unitial Term if the Initial Term up to 5% annually without prior of the use and monitoring of an be held responsible for performing the IS AGREEMENT (A x B) THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION JTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE SUSINESS DAY AFTER THE DATE OF THIS State ID#	priate responding agency. For burglary hen, if necessary, the person designated no contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. WISTEM OR THE MONITORING SERVICES. FIED NOTIFICATION SERVICE. Customer or Company nor its contractor has made monitoring service, their merchantibility, nds and acknowledges that the System, npany or its contractor may not respond the or capability of any agency or person or INDIRECTLY LIABLE FOR ANY LOSS, and acknowledges that the System, pany or its contractor may not respond the price of the contractor of the contractor may not respond the price of the contractor of the contractor may not respond to the charges, late charges, or other related of the contractor of the contractor of the initial Term up to 5% annually without prior of the contractor of the initial Term if the Initial Term up to 5% annually without prior of the initial Term if the Initial Term if the Unitial Term if the Unitial Term if the Initial Term up to 5% annually without prior of the use and monitoring of an be held responsible for performing the IS AGREEMENT (A x B) THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION JTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE SUSINESS DAY AFTER THE DATE OF THIS State ID#	above (the "Customer") on the effective m system (the "System") installed at the
er may cancel this Agreement by sending it least thirty (30) days before the end of pay the Total Monthly Fee above plus a charges, late charges, or other related. Fee during the Initial Term if the Initial I Term up to 5% annually without prior 5% annually during any Renewal Term inds that the city or county in which ermit for the use and monitoring of an be held responsible for performing the IS AGREEMENT (A x B) drate increases) In 8 of this Agreement for information payment, default, and liquidated damages. THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION JTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE BUSINESS DAY AFTER THE DATE OF THIS State ID# Trans ID: Trans ID: Trans ID:	er may cancel this Agreement by sending it least thirty (30) days before the end of pay the Total Monthly Fee above plus a charges, late charges, or other related Fee during the Initial Term if the Initial Term up to 5% annually without prior 5% annually during any Renewal Term inds that the city or county in which ermit for the use and monitoring of an be held responsible for performing the IS AGREEMENT (A x B) drate increases) In 8 of this Agreement for information payment, default, and liquidated damages. THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION JITHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE BUSINESS DAY AFTER THE DATE OF THIS State ID#	find contact is made with either person, trouble, Company will only attempt to in periods with high alarm signal traffic may now or in the future include visual ement. INSTEM OR THE MONITORING SERVICES FIED NOTIFICATION SERVICE. Customer or Company nor its contractor has made monitoring service, their merchantibility, and acknowledges that the System or its contractor may not responding or its contractor may not responding or capability of any agency or personding the contractor of the contractor of the contractor may not responding or capability of any agency or persons.
(A x B) d rate increases) n 8 of this Agreement for information payment, default, and liquidated damages. THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION UTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE BUSINESS DAY AFTER THE DATE OF THIS State ID# Trans ID:	(A x B) d rate increases) n 8 of this Agreement for information payment, default, and liquidated damages. THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION UTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE BUSINESS DAY AFTER THE DATE OF THIS State ID# Trans ID:	er may cancel this Agreement by sending the least thirty (30) days before the end of pay the Total Monthly Fee above plus to charges, late charges, or other related Fee during the Initial Term if the Initial all Term up to 5% annually without prior 5% annually during any Renewal Term ands that the city or county in which the the the use and monitoring of an
d rate increases) n 8 of this Agreement for information payment, default, and liquidated damages. THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION JTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE BUSINESS DAY AFTER THE DATE OF THIS State ID# Trans ID:	d rate increases) n 8 of this Agreement for information payment, default, and liquidated damages. THIS AGREEMENT AND TWO COPIES OF THOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION JTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE BUSINESS DAY AFTER THE DATE OF THIS State ID# Trans ID:	IS AGREEMENT
STHOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION UTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE BUSINESS DAY AFTER THE DATE OF THIS State ID# Trans ID:	STHOSE CONTAINED ON THE REVERSE NTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION UTHORIZES PAYMENT OF ALL AMOUNTS CUSTOMER'S RIGHT TO CANCEL AT THE BUSINESS DAY AFTER THE DATE OF THIS State ID# Trans ID:	d rate increases) n 8 of this Agreement for information
State ID#	State ID#	G THOSE CONTAINED ON THE REVERSE INTIES IN SECTION 2, A ONE THOUSAND SYSTEM IN SECTION 9, AN ARBITRATION UTHORIZES PAYMENT OF ALL AMOUNTS
: Trans ID:	: Trans ID:	BUSINESS DAY AFTER THE DATE OF THIS
: Trans ID:	: Trans ID:	
/ yy	/ yy	State ID#
/ yy	/ yy	
GEN-AMA-GR3_050714	GEN-AMA-GR3_050714	Trans ID:
GEN-AMA-GR3_050714 	GEN-AMA-GR3_050714 - — — — — —	/ yy
		GEN-AMA-GR3_050714
		OM THE ABOVE DATE. IF YOU CANCEL, STRUMENT EXECUTED BY YOU WILL BE

Premise Address:					Spour	se / Resident	-
City:		State:	Zip+4:	+		= =	-
Billing Address: (If different from Premise)			<u> </u>			xtended Serv Residential Cus \$50.00 Trip	stomer Only)
City:		State:	Zip+4:	+		(See Section	
Phone: (Home / Business () (Spi Owner)	ne: ouse / (ident))	Email: (Home Owner)	/ Business			
Monthly Fee*		Checking Acco	ount Mo	nthly Auto Paymer	nt Enrollme	nt	
\$	A - + i + i	ABA Routing Number:					
*PLUS APPLICABLE TAX	Activation Fee One time charge. \$199	Account Number:					
By indicating below, if applicable, customer acknowledges receiving appropriate terms and conditions for the following provider (check one):	Paid in Full 3 Installments	Credit Card Info Credit Card Number:	ormation				
Alarm.com Telular		Expiration Date:		Visa	MasterCard Check	Amex Discov	er
This agreement is made by and between NEXSE date indicated above. The Company agrees to pr residence or business address indicated above (i	ovide, or cause to b the "Premise(s)").	e provided, the	alarm monitor	ing services for the ala	rm system (t	he "System")	installed at the
1. THE SERVICE: Upon receipt of an alarm signa of signal, the Customer, persons submitted to Cisignals, Company will attempt to verify that an eigon enhanced verification on the Customer's con Company will attempt to contact the appropria contact Customer between 7:00 a.m. and 10:00 in the monitoring center. Company and Customer verification of an emergency condition prior to results.	Company on Custor mergency exists by stact list. If a contact tte responding age op.m. Company ma er must comply wit	mer's contact licalling the Cust ted person indincy. For non-ender to choose not to h local notificat	st, a guard ser comer's primary cates that ther nergency signa o respond to n ion and respor	vice, and/or the appropriate of the contact number and it is an emergency or it is like low battery and on-emergency signals are requirements, which	opriate respondential prices if no contact distribution trouble, Costin periods who may now o	onding agence ssary, the person is made with ompany will ovith high alari	ey. For burglary son designated n either person, only attempt to m signal traffic
2. DISCLAIMER OF WARRANTIES: NEITHER COM WILL PREVENT ANY LOSS BY BURGLARY, FIRE, F understands that there are no warranties which	ROBBERY OR OTHER extend beyond the	RWISE, OR WILL face of this Agre	L, IN ALL CASE eement and ac	S, PROVIDE THE SPECI knowledges that neith	IFIED NOTIFI	CATION SERV nor its contra	/ICE. Customer actor has made
any representation or warranty, express or implior their fitness for any particular purpose, other Transmission System (See Section 9), or Compar properly to the receipt of an alarm signal; and the notified. CUSTOMER ALSO UNDERSTANDS THAT DAMAGE, OR INJURY THAT THE \$1,000 LIMIT OF	than those express ny's or its contractor nat neither Compan IN THE EVENT THA	sly contained in 's equipment m y nor its contrac AT THE COMPAN	this Agreement ay not function ator has contro	nt. Customer understant properly; that the Cor lover the response tin	nds and ack mpany or its ne or capabi	nowledges th contractor ma lity of any age	nat the System, ay not respond ency or person
a signed request for cancellation to Company when the then-current term. If cancelled, this Agreem applicable taxes, permit fees, false alarm charges charges, if applicable, whether imposed on Conferm of this agreement is 5 months or more; hotice if Customer agrees to an Initial Term of I without prior notice. There is a twenty five Customer's Premises are located may require the alarm system. If Customer fails to maintain and, Services and may terminate the Services without	ent ends on the last, communication chapany or Customer owever, the Compaess than 60 month dollar (\$25.00) chapat Customer obtain for provide or updat to notice to Custome	it day of the the larges, failed pay. The Company eny may increases. Company may rege on each for and maintain late any required er.	en-current terryment charges, may not increse Total Month ay increase Totalled paymen at Customer's I license or per	1. Customer agrees to guard charges, service ase the Total Monthly Iy Fee during the Initia al Monthly Fee up to t. Customer understa expense a license or pmit, Company will not	p pay the Tote charges, late Fee during al Term up to 5% annually ands that the permit for the permit for the sermit for the s	al Monthly Fee charges, or the Initial Ter o 5% annually during any Recity or core use and mo	ee above plus other related rm if the Initial y without prior Renewal Term unty in which pointoring of an
THERE IS NO FINANCE		ST OF CREDIT			IIS AGREEM	IENT	
Initial Term is: \$	f Each Payment is Eee from above)	Total of Payme (Plus applicabl		al Term is \$ es, taxes, fees, fines, an	d rate increa		A x B)
Late Charge - Company may impose a late charge each payment that is more than ten (10) days pas		Prepayment - If y this agreement th		nts due under See Section about non		ement for informalt, and liquidated	
CUSTOMER RESPONSIBILITY TO READ AGREEM! THE NOTICE OF CANCELLATION FORM AND HASIDE AND INCORPORATED BY REFERENCE HERE DOLLAR (\$1,000) LIMITATION OF LIABILITY IN SE CLAUSE IN SECTION 14, AND AN AUTHORIZATION DUE TO COMPANY BY THE METHOD SPECIFIED A TIME OF EXECUTION OF THIS AGREEMENT.	AS RÉAD AND UND EIN.THESE TERMS A CCTION 5, A LIST OF N TO OBTAIN A CON	ERSTOOD ALL ' ND CONDITIONS CUSTOMER'S D SUMER CREDIT	TERMS AND CO SINCLUDE A DO OUTIES IN SECT REPORT IN SEC	ONDITIONS INCLUDING ISCLAIMER OF WARRA ION 6, TRANSMISSION CTION 19. CUSTOMER A	G THOSE CO ANTIES IN SE SYSTEM IN S AUTHORIZES	NTAINED ON CTION 2, A OI ECTION 9, AN PAYMENT OF	THE REVERSE NE THOUSAND ARBITRATION ALL AMOUNTS
RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCE TRANSACTION. PLEASE SEE THE ATTACHED NOT ACCEPTED AND COPY RECEIVED BY:	TICE OF CANCELLAT THIS AGREEMENT	TION FORM FOR	R AN EXPLANA BINDING UPO	TION OF THIS RIGHT. N COMPANY	BUSINESS DA	AY AFTER THE	E DATE OF THIS
Homeowner/Business Owner Signature	Date		Representative Rep Last	Signature		Stat	te ID#
Spouse/Resident Signature	Date	FOR OFFICE U	Name				
Digital Monitoring Account Number	per	Date In:	stalled:	Next Billing Date		Trans ID:	
©2014 Nexsense. All rights reserved.		mm	/ dd / y	y mm / dd	/ уу	GEN-A	AMA-GR3_050714
HEXSELISE	DE BY YOU UNDER	PR OBLIGATION THE CONTRACT	R3_050714 I, WITHIN THR I OR SALE, AN	D ANY NEGOTIABLE IN	NSTRUMENT	EXECUTED BY	Y YOU WILL BE

email: support@nexsense.com

fax: 385.375.8088 722 E. Technology Ave., Bldg. E. Orem, UT 84097

NOT LATER THAN MIDNIGHT OF:

I HEREBY CANCEL THIS TRANSACTION

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

TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:

BUYER'S NAME PRINTED:

_______ 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.

ADC_REVISED_012014