

CASTLE PROTECTION, INC.
820 Kastrin
El Paso, TX 79907

TERMS AND CONDITIONS

Central Office Monitoring Contract with Free Alarm System

This agreement becomes effective immediately upon acceptance of these terms and conditions, by and between CASTLE PROTECTION, INC. (hereinafter referred to as "CASTLE" or "ALARM COMPANY") and CUSTOMER (hereinafter referred to as "Subscriber" or "Buyer"). Agreement applies to the premises where communication software and security equipment is installed.

WHEREAS, Subscriber owns an electronic security system and desires central office monitoring service, the parties agree as follows:

1. **COMMUNICATION SOFTWARE AND EQUIPMENT REMAINS PERSONAL PROPERTY OF CASTLE:** CASTLE shall instruct Subscriber in the proper use of the security system, install, program and service in the premises of the Subscriber, communication software, and equipment noted below which shall remain the sole personal property of CASTLE and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by CASTLE. Communication software is part of the instrument panel programmed to transmit a signal and shall remain CASTLE's property. Passcode to CPU software remains property of CASTLE. Provided Subscriber performs this agreement for the full term thereof, upon termination CASTLE shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

2. **DESCRIPTION OF SERVICE AND EQUIPMENT:** Value of installed software is: \$725.00. Install service provided may include any or all of the following components: 1) Monitoring; 2) Equipment: Radio or Cellular Backup; 3) High Speed Internet Monitoring. **ALL INSTALLATION IS BY Buyer.**

3. **INSTALLATION AND SERVICE CHARGES:** Subscriber agrees to pay CASTLE:

(a) \$30.00 set up fee is due upon execution of this agreement.

(b) Monthly monitoring fees applicable to plan Buyer has chosen, plus tax, per month, payable each month in advance for the monitoring of the alarm system purchased by Buyer from CASTLE for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided herein. The amount of the monthly monitoring charge reflects the equipment selected by the Buyer in CASTLE's Sales Contract and delivered by CASTLE to Buyer pursuant to that Sales Contract.

(c) **Subscriber Agrees to have its credit card automatically charged for all charges under this contract.**

4. **TERM OF AGREEMENT: RENEWAL INCREASE:** The term of this agreement shall be for a period of four years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. CASTLE shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year after the initial four year agreement and Subscriber agrees to pay such increase as invoiced.

5. **CENTRAL OFFICE MONITORING:** Upon receipt of a signal from Subscriber's alarm system, CASTLE's, or its designee communication center, shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of CASTLE or CASTLE's designee communication center and CASTLE does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of CASTLE and are not maintained by CASTLE and, therefore, CASTLE shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish CASTLE with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to CASTLE in writing. Subscriber authorizes CASTLE to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests CASTLE to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay CASTLE \$25.00 for each such service. CASTLE may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is non-operational or subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

6. **NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY:** CASTLE does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that CASTLE is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. CASTLE has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for CASTLE's default hereunder is to require CASTLE to repair or replace, at CASTLE's option, any equipment covered by this agreement, which is non-operational.

7. **EXCULPATORY CLAUSE:** Subscriber agrees that CASTLE is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though CASTLE does not guarantee that no loss will occur. CASTLE is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of

burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by CASTLE's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases CASTLE from any claims for contribution, indemnity or subrogation.

8. **LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of CASTLE as a result of CASTLE's negligent performance to any degree, failure to perform any of CASTLE's obligations, equipment failure or strict products liability, that CASTLE's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase CASTLE's maximum amount of CASTLE's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with CASTLE's increased liability. This shall not be construed as insurance coverage.

9. **LIQUIDATED DAMAGES:** The parties agree that in the event Subscriber suffers damages as a result of CASTLE's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of CASTLE, Subscriber agrees to accept \$250.00, or the amount provided for in paragraph 8, whichever is greater, as liquidated damages in complete satisfaction of such liability and CASTLE is released and discharged from any further liability.

10. **CARE OF COMMUNICATION SOFTWARE AND TRANSMITTER:** Subscriber agrees to bear the cost of repairs or replacement to all equipment made necessary as a result of any damage, including but not limited to damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for equipment under warranty pursuant to the Sales Contract, in which event repair or replacement to the alarm equipment pursuant to the Sales Contract.

11. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by CASTLE in its sole discretion and to notify CASTLE of any change in such service.

12. **TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once delivered and installed, is in the exclusive possession and control of the Buyer, and it is Buyer's sole responsibility to install and test the operation of the security equipment and to notify CASTLE if any equipment is in need of repair. Any equipment requiring warranty repair shall be delivered by Buyer to CASTLE and either repaired or replaced within 15 days of receipt. CASTLE provides no repair service at Buyer's premises. Buyer agrees to test and inspect the security equipment and deliver any inoperable equipment to CASTLE for replacement or repair. In the event Buyer complies with the terms of this agreement and CASTLE fails to repair the security equipment within 15 days of receipt of the inoperable equipment after notice is given Buyer shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Buyer shall be precluded from raising the issue that the security equipment was not operating unless the Buyer can establish that the equipment was returned to CASTLE for repair.

13. **LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by CASTLE, the payments to be made by the Subscriber for the term of this agreement pursuant to paragraph 3(b) form an integral part of CASTLE's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix CASTLE's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to CASTLE, the balance of all payments for the entire term herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages, the amount of the monthly charges reflect the equipment selected by the Buyer. The equipment was sold and delivered without charge in consideration of this monitoring agreement. CASTLE shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event CASTLE refers this contract to an attorney Subscriber shall pay CASTLE's legal fees. The parties waive trial by jury in any action between them. In any action commenced by CASTLE against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of TEXAS and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of TEXAS and in the County where CASTLE's principal place of business is located. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party. Any action by subscriber against CASTLE must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against CASTLE must be based on the provisions of this agreement. Any other action that subscriber may have or bring against CASTLE in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

14. **DELAY IN INSTALLATION:** CASTLE shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including CASTLE's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

15. **INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which CASTLE is named as insured, and under which the insurer agrees to indemnify and hold CASTLE harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by CASTLE's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. CASTLE shall not be responsible for any portion of any loss or damage that is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

16. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Subscriber agrees to and shall indemnify and hold harmless CASTLE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by CASTLE's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against CASTLE or

CASTLE's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of CASTLE. CASTLE shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

17. FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse CASTLE for any fines relating to permits or false alarms. CASTLE shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should CASTLE be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay CASTLE for such service or material.

18. CASTLE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that CASTLE is authorized and permitted to subcontract any services to be provided by CASTLE to third parties who may be independent of CASTLE, and that CASTLE shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and Subscriber appoints CASTLE to act as Subscriber's agent with respect to such third parties, except that CASTLE shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to CASTLE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of CASTLE.

19. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS. This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except CASTLE requirements regarding items of protection provided for in this agreement imposed by Authority Having jurisdiction. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

Security Equipment Sales Contract with Free Alarm

CASTLE PROTECTION, INC. (hereinafter referred to as "CASTLE" or "Seller") agrees to sell and deliver to buyer the equipment selected herein and instruct the Buyer in the proper use of the alarm system, and Buyer agrees to buy, an electronic security equipment system, consisting of the following equipment; passcode to CPU software remains property of CASTLE; (equipment to be identified by make, model or other information): Equipment types and quantities as identified by package selected by Buyer in checkout.

Purchase Price of all equipment is waived except for \$30.00 set up fee and the value of the equipment is reflected in the monthly monitoring charges pursuant to separate monitoring agreement and buyer's completion of performance without default of CASTLE's Central Office Monitoring Contract is an integral part of this agreement. Buyer agrees to pays any sales tax and permit fees, if any.

LIMITED WARRANTY

In the event that any part of the security equipment becomes defective, or in the event that any repairs are required, CASTLE agrees to make all repairs and replacement of parts without costs to the Buyer for a period of ninety (90) days from the date of installation. CASTLE reserves the option to either replace or repair the security equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. CASTLE's warranty does not include batteries, reprogramming, damage by lightning, electrical surge, wire or foil breaks. CASTLE is not the manufacturer of the equipment and other than CASTLE's limited warranty Buyer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any.

Except as set forth in this agreement, CASTLE makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CASTLE does not represent nor warrant that the security equipment may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. CASTLE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than CASTLE. CASTLE shall not be liable for consequential damages. Buyer acknowledges that any affirmation of fact or promise made by CASTLE shall not be deemed to create an express warranty unless included in this contract in writing; that Buyer is not relying on CASTLE's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that CASTLE has offered additional and more sophisticated equipment for an additional charge which Buyer has declined.

Buyer's exclusive remedy for CASTLE's breach of this contract or negligence to any degree under this contract is to require CASTLE to repair or replace, at CASTLE's option, any equipment that is non-operational.

This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

If required by law, CASTLE will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

1. DELAY IN INSTALLATION: CASTLE shall not be liable for any damage or loss sustained by Buyer as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including CASTLE's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

2. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once delivered and installed, is in the exclusive possession and control of the Buyer, and it is Buyer's sole responsibility to install and test the operation of the security equipment and

to notify CASTLE if any equipment is in need of repair. Any equipment requiring warranty repair shall be delivered by Buyer to CASTLE and either repaired or replaced within 15 days of receipt.

CASTLE provides no repair service at Buyer's premises. Buyer agrees to test and inspect the security equipment and deliver any inoperable equipment to CASTLE for replacement or repair. In the event Buyer complies with the terms of this agreement and CASTLE fails to repair the security equipment within 15 days of receipt of the inoperable equipment after notice is given, Buyer shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Buyer shall be precluded from raising the issue that the security equipment was not operating unless the Buyer can establish that the equipment was returned to CASTLE for repair.

3. **BUYER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Buyer agrees to furnish, at Buyer's expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by CASTLE.

4. **FALSE ALARMS/PERMIT FEES:** Buyer is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse CASTLE for any fines relating to permits or false alarms. CASTLE shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should CASTLE be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay CASTLE for such service or material.

5. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Buyer agrees to and shall indemnify and hold harmless CASTLE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Buyer, including reasonable attorneys' fees and losses asserted against and alleged to be caused by CASTLE's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract. Buyer on its behalf and any insurance carrier waives any right of subrogation Buyer's insurance carrier may otherwise have against CASTLE or CASTLE's subcontractors arising out of this agreement or the relation of the parties hereto. Buyer shall not be permitted to assign this agreement without written consent of CASTLE. CASTLE shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment.

6. **EXCULPATORY CLAUSE:** CASTLE and Buyer agree that the security equipment, once installed, becomes the personal property of the Buyer; that the equipment is not permanently attached to the realty and shall not be deemed fixtures. Buyer agrees that CASTLE is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though CASTLE does not guarantee that no loss will occur. CASTLE is not assuming liability, and, therefore shall not be liable to Buyer for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Buyer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by CASTLE'S negligent performance, failure to perform any obligation or strict products liability. Buyer releases CASTLE from any claims for contribution, indemnity or subrogation.

7. **INSURANCE:** The Buyer shall maintain a policy of public liability, property damage, burglary and theft insurance under which CASTLE and the Buyer are named as insured, and under which the insurer agrees to indemnify and hold CASTLE harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by CASTLE's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Buyer for property on its premises. CASTLE shall not be responsible for any portion of any loss or damage that is recovered or recoverable by the Buyer from insurance covering such loss or damage or for such loss or damage against which the Buyer is indemnified or insured.

8. **LIMITATION OF LIABILITY:** Buyer agrees that should there arise any liability on the part of CASTLE as a result of CASTLE'S negligent performance to any degree, failure to perform any of CASTLE'S obligations, equipment failure or strict products liability, that CASTLE'S liability shall be limited to the sum of \$250.00 or 5% of the sales price, whichever is greater. If Buyer wishes to increase CASTLE'S maximum amount of CASTLE'S limitation of liability, Buyer may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with CASTLE'S increased liability. This shall not be construed as insurance coverage.

9. **LEGAL ACTION:** The parties waive trial by jury in any action between them. In any action commenced by CASTLE against Buyer, Buyer shall not be permitted to interpose any counterclaim. Any action by Buyer against CASTLE must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against CASTLE must be based on the provisions of this agreement. Any other action that Buyer may have or bring against CASTLE in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Buyer submits to the jurisdiction of New York and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of New York and in the County where CASTLE's principal place of business is located. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party.

10. **CASTLE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Buyer agrees that CASTLE is authorized and permitted to subcontract any services to be provided by CASTLE to third parties who may be independent of CASTLE, and that CASTLE shall not be liable for any loss or damage sustained by Buyer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and that Buyer appoints CASTLE to act as Buyer's agent with respect to such third parties, except that CASTLE shall not obligate Buyer to make any payments to such third parties.

Buyer acknowledges, that this agreement, and particularly those paragraphs relating to CASTLE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of CASTLE.

11. **FULL AGREEMENT/SEVERABILITY.** This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except CASTLE's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Should there arise any conflict between this agreement and Buyer's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

Alarm.com Terms

IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or commercial security and video 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 ("**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 video cameras ("**Equipment**") that enable the Services. These Alarm.com Terms (Sections A1 through A11) are part of your agreement with the Dealer; **and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A6) applicable to the Services and the Equipment.** By signing your agreement with the Dealer, accessing the Alarm.com customer website or using any other part of the Services, 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 contains 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 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 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 over cellular service you understand and accept the limitations inherent in cellular technology and the consequences if the technology does not operate as designed. If your Services include video, video clips generated from cameras included in the Equipment are stored on our servers for a limited time depending upon the quantity of storage you have ordered. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and video 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 which may be adversely impacted by lighting, Internet facilities and transmission quality, weather and other conditions beyond our control. We may disclose stored video clips in response to a subpoena or a government request or order.

A4. **THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY 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, 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. The prices 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. You agree that Alarm.com is not an insurer of your property or the personal safety of persons in or around your premises. If you feel that you need insurance, you should obtain it from a third party. You agree that (a) the Services, Materials and Equipment may not detect, observe, view or prevent an unauthorized intrusion onto the premises or other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage; (b) it is difficult to determine in advance the value of the property that might be lost, stolen, damaged or destroyed if the Services, Materials or Equipment fail to operate properly; and, (c) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately

caused by Alarm.com's: (i) breach of these Alarm.com Terms, (ii) failure to perform, (iii) negligence (including gross negligence), or (iv) any failure of the Services, Materials or Equipment.

A6. YOU AGREE THAT ALARM.COM'S LIABILITY TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE LIMITED TO THE GREATER OF TWO HUNDRED FIFTY DOLLARS (\$250.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES, AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT WE MAY BE LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. YOU FURTHER AGREE THAT THE LIMITATION OF LIABILITY IN THIS SECTION A6 SHALL APPLY (a) EVEN IF IT IS DETERMINED THAT WE CAUSED THE HARM, DAMAGES, INJURY OR LOSS TO YOU OR SOMEONE IN OR AROUND YOUR PREMISES (INCLUDING EMPLOYEES AND INVITEES) AND (b) TO ALL HARM, DAMAGES, INJURY OR LOSS INCURRED INCLUDING ACTUAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. 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.

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 (a) a failure of the Services, Materials or Equipment, (b) Alarm.com's negligence (including gross negligence), (c) any other improper or careless activity of Alarm.com, or (d) a claim for indemnification or contribution, you will repay to us (i) any amount which we are required to pay or which 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 A5, A6 and A7, 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 Commonwealth of Virginia, 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 law suit 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."

Monthly monitoring fee to be as shown in your shopping cart order and confirmation email.

By completing the checkout process at www.castleprotectioninc.com I agree to the monthly monitoring fees stated at time of checkout to be automatically charged to my credit card on a monthly basis, and agree that I have read and agree to all conditions of this agreement (total 6 pages).